



CISG as Uniform Law



Scope of the CISG as Uniform Law



Basic Application



Application via rules of PIL



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CISG as Uniform Law

In a world of different legal systems, the CISG provides a *single*, uniform solution governing sales of goods

A treaty between contracting states—not a model law

National variations are limited to declarations specifically allowed

CISG is *law of each* Contracting State governing sales of goods within its scope

The CISG uniform effect is both significant and limited:

Ratified in over 80 Contracting States

Does not govern every possible issue in a sale of goods

Occasionally need to resort to other bodies of law



Basic Application



Article 1(1)(a) – a sale of goods between parties from different Contracting States

Article 10

If more than one place of business, look to place with “closest relationship” to contract in determining whether the given party is from a CISG contracting state

Article 2 Limitations

CISG only applies to business-to-business transactions – **Art 2(a)**

Article 3

Application to mixed transactions involving labor and goods



Application via rules of PIL



Article 1(1)(b) – sale of goods in which rules of PIL lead to the application of a law of a Contracting State

*Unless there is an Article 95 declaration –
e.g., the United States*

I. *Choice of law by the parties* under the law of a Contracting state is effective in invoking the CISG, as allowed by the rules of the PIL.

II. In the absence of parties' choice of law clause, *the PIL rules would lead to the law of a Contracting state*, the CISG would apply.

An aerial, low-angle shot of a suspension bridge, likely the Golden Gate Bridge, during sunset. The sun is a bright, glowing orb in the upper left, casting a warm, golden light across the bridge's cables and the surrounding landscape. The bridge's structure, including its massive towers and suspension cables, is visible. Below the bridge, a winding road and some greenery are visible. A dark, semi-transparent rectangular box is centered over the middle of the image, containing the text "FURTHER LIMITATIONS ON SCOPE" in white, serif, all-caps font.

FURTHER LIMITATIONS ON SCOPE

Art. 4: CISG governs only contract formation and parties' rights and obligations

Does not generally govern validity or property issues

Art. 5: CISG does not govern personal injuries related to the goods

Article 6

CISG does not govern to the extent that the parties have effectively excluded its application

CISG is a *default body of law* - it governs typically only to the extent that parties have not stated otherwise



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