





Buyer's Choice of Remedies

Buyer's Options on Seller's Breach

Art. 45 - Buyer always has a right to damages

Buyer must choose between

Performance - Art. 46

Note: Limitation under Art. 28

Avoidance - Art. 49

May also implicate Arts. 25, 26, 47, 48, 51 and 52

Proceed with the transaction

Reduction of price under Art. 50

- distinct from damages remedy, although overlap is possible

Requiring seller's performance

Three options

1. Require the seller to perform *original obligation*

2. Require the seller to deliver *substitute goods*

Requires fundamental breach

Request must be made with Art. 39 notice or soon thereafter

3. Require the seller to *repair* the goods

Request must be made with Art. 39 notice or soon thereafter

Limitation - Art. 28

Court is not required to enforce unless buyer is entitled to performance under local domestic law

Exiting the contract

Arts. 49, 72 or 73



Buyer avoids the contract and is relieved of its own obligations

Retains rights to damages

No effect on dispute resolution clauses

Price reduction

Art. 50 If goods do not conform, but buyer decides to retain them, he may be entitled to price reduction

Distinct from damages:

Price under the contract is simply reduced

With damages, buyer pays full price, but deducts damages entitlement

Amount of remedy will differ between the two in a rising or falling market (e.g., sale of commodities)

Price reduction survives successful Art. 79 defense



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