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Editor's Note: The U.N. Convention on Contracts for the International Sales of Goods: An Update

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EDITOR'S NOTE

On January 1, 1988, the United Nations Convention on Contracts for the International Sale of Goods came into force. The United States is a party to the Convention. See Editor's Note, 22 THE INTERNATIONAL LAWYER 317 (1988). To inform lawyers about the Convention, the ABA Section on International Law and Practice prepared a compilation of selected documents and materials: *The Convention for the International Sale of Goods: A Handbook of Basic Materials* (ABA Press, R. Kathrein & D. Magraw, eds. 1987). In addition, THE INTERNATIONAL LAWYER published *A Bibliography of Commentaries on the United Nations International Sales Convention* by Professor Peter Winship: 21 THE INTERNATIONAL LAWYER 585 (1987). In view of the practical significance of the Convention, THE INTERNATIONAL LAWYER will, from time to time, publish updates as the Convention develops.

The U.N. Convention on Contracts for the International Sales of Goods: An Update†

Recently, four countries (Austria, Finland, Mexico and Sweden) became parties to the U.N. Convention on Contracts for the International Sale of Goods, bringing the total to 15. The following table summarizes the current situation:

PARTIES AND ACCOMPANYING RESERVATIONS
OR DECLARATIONS, TO JANUARY 1988

STATE	DATE OF RATIFICATION, APPROVAL, OR ACCESSION	EFFECTIVE DATE (if other than 1 Jan. 1988)	RESERVATIONS & DECLARATIONS
Argentina	19 July 1983 (Ac)		Arts. 11 & 29 and Part II* are reserved
Austria	29 Dec. 1987 (R)	1 Jan. 1989	
Egypt	6 Dec. 1982 (Ac)		
Finland	15 Dec. 1987 (R)	1 Jan. 1989	With reference to Art. 92, Finland will not be bound by Part II of the Convention (Formation of the Contract). With reference to Art. 94, in respect of Sweden in accordance with paragraph (1) and otherwise in accordance with paragraph (2) the Convention will not apply to contracts of sale where the parties have their places of business in Finland, Sweden, Denmark, Iceland, or Norway

†The following update was prepared by Reed Kathrein and Daniel Magraw.

France	6 Aug. 1982 (Ap)		
Hungary	16 June 1983 (R)		Arts. 11 & 29 and Part II* are reserved. Declaration: "It [Hungary] considers the General Conditions of Delivery of Goods between Organizations of the Member Countries of the Council of Mutual Economic Assistance/GCDEMEA, 1968/75, version of 1979/to be subject to the provisions of Article 90 of the Convention."
Italy	11 Dec. 1986 (R)		
Lesotho	18 June 1981 (R)		
Mexico	29 Dec. 1987 (Ac)	1 Jan. 1989	
People's Republic of China	11 Dec. 1986 (Ap)		Arts. 1(1) (b) & 11 are reserved
Syrian Arab Republic	9 Oct. 1982 (Ac)		
Sweden	15 Dec. 1987 (R)	1 Jan. 1989	With reference to Art. 92, Sweden will not be bound by Part II of the Convention (Formation of the Contract). With reference to Art. 94, in respect of Finland in accordance with paragraph (1) and otherwise in accordance with paragraph (2) the Convention will not apply to contracts of sale where the parties have their places of business in Sweden, Finland, Denmark, Iceland, or Norway.
United States of America	11 Dec. 1986 (R)		Art. 1(1) (b) is reserved
Yugoslavia	27 Mar. 1985 (R)		
Zambia	6 June 1986 (Ac)		

Ac = Acceded directly to convention

Ap = Approval

R = Ratification

Source:

Treaty Section
Office of Legal Affairs
United Nations
New York, NY 10017
(212) 963-3918
(9 Feb. 1988)

*Upon ratifying the Convention the Governments of Argentina and Hungary stated, in accordance with articles 12 and 96 of the Convention, that any provision of article 11, article 29, or Part II of the Convention that allowed a contract of sale or its modification or termination by agreement or any offer, acceptance, or other indication of intention to be made in any form other than in writing, did not apply where any party had his place of business in their respective States.