

1980 年聯合國國際貨物買賣契約公約

1980 年 4 月 11 日訂於維也納，1988 年 1 月 1 日生效

United Nations Convention on Contracts for The International Sale of Goods, 1980

Vienna, 11 April 1980 ; Entered into Force on 1 January 1988

CISG 1980

THE STATES PARTIES TO THIS CONVENTION,
BEARING IN MIND the broad objectives in the resolutions adopted by the sixth special session of the General Assembly of the United Nations on the establishment of a New International Economic Order,
CONSIDERING that the development of international trade on the basis of equality and mutual benefit is an important element in promoting friendly relations among States,
BEING OF THE OPINION that the adoption of uniform rules which govern contracts for the international sale of goods and take into account the different social, economic and legal systems would contribute to the removal of legal barriers in international trade and promote the development of international trade,
HAVE DECREED as follows:

PART I - Sphere of Application and General Provisions

Chapter I - Sphere of Application

Article 1

- (1) This Convention applies to contracts of sale of goods between parties whose places of business are in different States:
 - (a) when the States are Contracting States; or
 - (b) when the rules of private international law lead to the application of the law of a Contracting State.
- (2) The fact that the parties have their places of business in different States is to be disregarded whenever this fact does not appear either from the contract or from any dealings between, or from information disclosed by, the parties at any time before or at the conclusion of the contract.
- (3) Neither the nationality of the parties nor the civil or commercial character of the parties or of the contract is to be taken into consideration in determining the application of this Convention.

本公約各締約國，
回顧聯合國大會第六屆特別會議所通過之有關建立新國際經濟秩序各項決議之廣泛目標。

考慮到於平等互利基礎上發展國際貿易為促進各國間友好關係之一重要因素，

認為採用照顧不同社會、經濟及法律制度國際貨物買賣契約統一規則，將有助於減少國際貿易之法律障礙，促進國際貿易發展，茲協議如下：

本公約各締約國：

第一部分 適用範圍及總則

第一章 適用範圍

第 1 條

- (1) 本公約適用於營業地在不同國家之當事人間所訂立之貨物買賣契約：
 - (a) 如這些國家為締約國；或
 - (b) 如國際私法規則導致適用某締約國之法律。
- (2) 如從訂立契約前任何時候或訂立契約時，當事人間之任何交易或當事人透露之訊息均看不出當事人營業地於不同國家之事實，應不予考慮。
- (3) 於確定本公約適用時，當事人國籍及當事人或契約的民事或商業性質均不應予以考慮。

Article 2

This Convention does not apply to sales:

- (a) of goods bought for personal, family or household use, unless the seller, at any time before or at the conclusion of the contract, neither knew nor ought to have known that the goods were bought for any such use;
- (b) by auction;
- (c) on execution or otherwise by authority of law;
- (d) of stocks, shares, investment securities, negotiable instruments or money;
- (e) of ships, vessels, hovercraft or aircraft;
- (f) of electricity.

Article 3

- (1) Contracts for the supply of goods to be manufactured or produced are to be considered sales unless the party who orders the goods undertakes to supply a substantial part of the materials necessary for such manufacture or production.
- (2) This Convention does not apply to contracts in which the preponderant part of the obligations of the party who furnishes the goods consists in the supply of labour or other services.

Article 4

This Convention governs only the formation of the contract of sale and the rights and obligations of the seller and the buyer arising from such a contract. In particular, except as otherwise expressly provided in this Convention, it is not concerned with:

- (a) the validity of the contract or of any of its provisions or of any usage;
- (b) the effect which the contract may have on the property in the goods sold.

Article 5

This Convention does not apply to the liability of the seller for death or personal injury caused by the goods to any person.

Article 6

The parties may exclude the application of this Convention or, subject to article 12, derogate from or vary the effect of any of its provisions.

Chapter II - General Provisions

Article 7

- (1) In the interpretation of this Convention, regard is to be had to its international character and to the need to promote uniformity in its application and the observance of good faith

第 2 條

本公約不適用於下列之買賣：

- (a) 購供私人、家人或家庭使用之貨物買賣，然賣方於訂立契約前任何時候或訂立契約時不知且無理由知道該貨物係購供任何該使用用途者；
- (b) 經由拍賣；
- (c) 基於法律或執行命令；
- (d) 公債、股票、投資證券、流通票據或貨幣；
- (e) 船舶、船隻、氣墊船或飛機；
- (f) 電力。

第 3 條

- (1) 供應尚待製造或生產之貨物之契約應視為買賣契約，然訂購貨物之當事人提供該製造或生產所需大部分重要材料者除外。
- (2) 本公約不適用於提供貨物一方之絕大部分義務係在供應勞力或其他服務之契約。

第 4 條

本公約僅適用於買賣契約之訂立及買賣雙方因此契約而產生之權利及義務。特別是除本公約另有明文規定外，與以下事項無關：

- (a) 契或其任何條款或任何慣例之效力；
- (b) 契約對所售貨物所有權可能產生之影響。

第 5 條

本公約不適用於賣方對於貨物對任何人所造成的死亡或傷害之責任。

第 6 條

雙方當事人排除本公約之適用，或於第 12 條所規定之下，減少本公約任何規定或改變其效力。

第二章 總則

第 7 條

- (1) 於解釋本公約時，應考慮到本公約之國際性質及促進其適用之統一及於國際貿易上遵守誠信之需要。

in international trade.

- (2) Questions concerning matters governed by this Convention which are not expressly settled in it are to be settled in conformity with the general principles on which it is based or, in the absence of such principles, in conformity with the law applicable by virtue of the rules of private international law.

Article 8

- (1) For the purposes of this Convention statements made by and other conduct of a party are to be interpreted according to his intent where the other party knew or could not have been unaware what that intent was.
- (2) If the preceding paragraph is not applicable, statements made by and other conduct of a party are to be interpreted according to the understanding that a reasonable person of the same kind as the other party would have had in the same circumstances.
- (3) In determining the intent of a party or the understanding a reasonable person would have had, due consideration is to be given to all relevant circumstances of the case including the negotiations, any practices which the parties have established between themselves, usages and any subsequent conduct of the parties.

Article 9

- (1) The parties are bound by any usage to which they have agreed and by any practices which they have established between themselves.
- (2) The parties are considered, unless otherwise agreed, to have impliedly made applicable to their contract or its formation a usage of which the parties knew or ought to have known and which in international trade is widely known to, and regularly observed by, parties to contracts of the type involved in the particular trade concerned.

Article 10

For the purposes of this Convention:

- (a) if a party has more than one place of business, the place of business is that which has the closest relationship to the contract and its performance, having regard to the circumstances known to or contemplated by the parties at any time before or at the conclusion of the contract;
- (b) if a party does not have a place of business, reference is to be made to his habitual residence.

Article 11

A contract of sale need not be concluded in or evidenced by writing and is not subject to any other requirement as to form. It may be proved by any means, including witnesses.

- (2))凡本公約未明確解決屬本公約範圍之事項，應依照本公約所依據之一般原則解決之，於無一般原則之情況下，則應依照國際私法所規定之準據法解決之。

第 8 條

- (1) 為本公約的目的，一方當事人所作之聲明及其他行為，應依照另一方當事人已知或不可能不知道其意圖之方式予以解釋。
- (2) 如前項規定不適用，當事人所作之聲明及其他行為，應依照一與另一方當事人同等資格之合理之人處於相同情況下，所應有之理解予以解釋。
- (3) 於確定一方當事人之意圖或一合理之人應有之理解時，應適當地考慮到事實有關之一切情況，包括協商情形、當事人之間確立之任何習慣做法、慣例及當事人之後之任何行為。

第 9 條

- (1) 雙方當事人業已同意之任何慣例及其間所確立之任何習慣做法，對雙方當事人均有約束力。
- (2) 除另有協議外，雙方當事人應視為已默示地同意對其契約或契約之方式適用雙方當事人已知或理應知道之慣例，而該慣例，於國際貿易上，已為有關特定貿易所涉同類契約之當事人所廣泛知道並為其所經常遵守。

第 10 條

為本公約之目的：

- (a) 如當事人有一以上之營業地，則以與契約及契約之履行關係最密切之營業地為其營業地，然要考慮到雙方當事人於訂立契約前任何時候或訂立契約時所知道或所應知之情況；
- (b) 如當事人無營業地，則以其慣居地為準。

第 11 條

買賣契約無須以書面訂立或以書面證明，契約方式方面亦不受任何其他條件的限制。買賣契約可用包括人證在內之任何方法予以證明。

Article 12

Any provision of article 11, article 29 or Part II of this Convention that allows 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 does not apply where any party has his place of business in a Contracting State which has made a declaration under article 96 of this Convention. The parties may not derogate from or vary the effect of this article.

Article 13

For the purposes of this Convention "writing" includes telegram and telex.

PART II - Formation of the Contract

Article 14

- (1) A proposal for concluding a contract addressed to one or more specific persons constitutes an offer if it is sufficiently definite and indicates the intention of the offeror to be bound in case of acceptance. A proposal is sufficiently definite if it indicates the goods and expressly or implicitly fixes or makes provision for determining the quantity and the price.
- (2) A proposal other than one addressed to one or more specific persons is to be considered merely as an invitation to make offers, unless the contrary is clearly indicated by the person making the proposal.

Article 15

- (1) An offer becomes effective when it reaches the offeree.
- (2) An offer, even if it is irrevocable, may be withdrawn if the withdrawal reaches the offeree before or at the same time as the offer.

Article 16

- (1) Until a contract is concluded an offer may be revoked if the revocation reaches the offeree before he has dispatched an acceptance.
- (2) However, an offer cannot be revoked:
 - (a) if it indicates, whether by stating a fixed time for acceptance or otherwise, that it is irrevocable; or
 - (b) if it was reasonable for the offeree to rely on the offer as being irrevocable and the offeree has acted in reliance on the offer.

Article 17

第 12 條

如任一方當事人營業地係位於已依照本公約第 96 條做出聲明之一締約國內，本公約第 11 條、第 29 條或第二部分准許買賣契約或其更改或根據協定終止，或任何要約、接受或其他意旨表示得以書面以外之任何方式做出之任何規定均不予適用。各當事人不得減損本條或改變其效力。

第 13 條

為本公約的目的，“書面”包括電報及電傳。

第二部分 契約之方式

第 14 條

- (1) 向一或以上特定之人提出訂立契約之建議如十分確定且表明要約人於得到接受時承受約束之意思，即構成要約。一建議如寫明貨物且明示或默示地規定數量及價格或規定如何確定數量及價格，即為確定。
- (2) 非向一或以上特定之人提出之建議，僅應視為邀約之引誘，然提出建議之人明確地表示相反意思者除外。

第 15 條

- (1) 要約於送達被要約人時生效。
- (2) 要約即使是不可撤銷，仍得予撤回，然以撤回通知於要約送達被要約人前或同時送達被要約人為限。

第 16 條

- (1) 未訂立契約前，要約仍得予撤回，然以撤回通知於被要約人發出接受通知之前送達被要約人者為限。
- (2) 然於下列情況下，要約不得撤回：
 - (a) 要約寫明接受要約之期限或以其他方式表示要約是不可撤銷；或
 - (b) 被要約人有理由信賴該項要約是不可撤銷的，且被要約人已本著對該項要約之信賴行事。

第 17 條

An offer, even if it is irrevocable, is terminated when a rejection reaches the offeror.

要約即使是不可撤回，於拒絕通知送達要約人時終止。

Article 18

- (1) A statement made by or other conduct of the offeree indicating assent to an offer is an acceptance. Silence or inactivity does not in itself amount to acceptance.
- (2) An acceptance of an offer becomes effective at the moment the indication of assent reaches the offeror. An acceptance is not effective if the indication of assent does not reach the offeror within the time he has fixed or, if no time is fixed, within a reasonable time, due account being taken of the circumstances of the transaction, including the rapidity of the means of communication employed by the offeror. An oral offer must be accepted immediately unless the circumstances indicate otherwise.
- (3) However, if, by virtue of the offer or as a result of practices which the parties have established between themselves or of usage, the offeree may indicate assent by performing an act, such as one relating to the dispatch of the goods or payment of the price, without notice to the offeror, the acceptance is effective at the moment the act is performed, provided that the act is performed within the period of time laid down in the preceding paragraph.

第 18 條

- (1) 被要約人聲明或做出其他行為表示同意某要約，即為承諾。緘默或不作為本身不等於承諾。
- (2) 接受要約於表示同意通知送達要約人時生效。表示同意之通知應於要約人所規定的時間內，如未規定時間，應於一合理時間內，未送達要約人，承諾就成為無效，然須適當地考慮交易情況，包括要約人所使用通訊方法之迅速程度。對話要約必須立即承諾，然情況有別者不在此限。
- (3) 然如根據該要約或依照當事人間確立之習慣作法或慣例，被要約人可做出某種行為，例如與發送貨物或支付價款有關之行為，以表示同意，而無須向要約人發出通知，則該項行為與做出通知具同樣效力，然該項行為必須在前項所規定之期間內為之。

Article 19

- (1) A reply to an offer which purports to be an acceptance but contains additions, limitations or other modifications is a rejection of the offer and constitutes a counter-offer.
- (2) However, a reply to an offer which purports to be an acceptance but contains additional or different terms which do not materially alter the terms of the offer constitutes an acceptance, unless the offeror, without undue delay, objects orally to the discrepancy or dispatches a notice to that effect. If he does not so object, the terms of the contract are the terms of the offer with the modifications contained in the acceptance.
- (3) Additional or different terms relating, among other things, to the price, payment, quality and quantity of the goods, place and time of delivery, extent of one party's liability to the other or the settlement of disputes are considered to alter the terms of the offer materially.

第 19 條

- (1) 對要約表示承諾但載有增加、限制或其他更改之答覆者，即為拒絕該要約並構成反要約。
- (2) 然對要約表示接受但載有增加或不同條件之答覆，如所載之增加或不同條件於實質上並不變更該要約之約定，除要約人於不過分遲延之期間內以口頭或書面通知反對其間之差異外，仍構成承諾。如要約人不做出如此反對，契約條件就以該要約之條件及承諾通知內所載之變更為準。
- (3) 有關貨物價格、付款、貨物品質及數量、交貨地點及時間、一方當事人對另一方當事人之賠償責任範圍或解決爭端等等之增加或不同條件，均視為實質上變更要約之條件。

Article 20

- (1) A period of time for acceptance fixed by the offeror in a telegram or a letter begins to run from the moment the telegram is handed in for dispatch or from the date shown on the letter or, if no such date is shown, from the date shown on the envelope. A period of time for acceptance fixed by the offeror by telephone, telex or other means of instantaneous communication, begins to run from the moment that the offer reaches the offeree.
- (2) Official holidays or non-business days occurring during the

第 20 條

- (1) 要約人在電報或信件內規定之承諾期間，從電報送發時或信上載明之發信日起算，如信上未載明發信日，則從信封上所載日期起算。要約人以電話、電傳或其他快速通訊方法規定之承諾期間，從要約送達被要約人時起算。
- (2) 在計算承諾期間時，承諾期間內之正式

period for acceptance are included in calculating the period. However, if a notice of acceptance cannot be delivered at the address of the offeror on the last day of the period because that day falls on an official holiday or a non-business day at the place of business of the offeror, the period is extended until the first business day which follows.

Article 21

- (1) A late acceptance is nevertheless effective as an acceptance if without delay the offeror orally so informs the offeree or dispatches a notice to that effect.
- (2) If a letter or other writing containing a late acceptance shows that it has been sent in such circumstances that if its transmission had been normal it would have reached the offeror in due time, the late acceptance is effective as an acceptance unless, without delay, the offeror orally informs the offeree that he considers his offer as having lapsed or dispatches a notice to that effect.

Article 22

An acceptance may be withdrawn if the withdrawal reaches the offeror before or at the same time as the acceptance would have become effective.

Article 23

A contract is concluded at the moment when an acceptance of an offer becomes effective in accordance with the provisions of this Convention.

Article 24

For the purposes of this Part of the Convention, an offer, declaration of acceptance or any other indication of intention "reaches" the addressee when it is made orally to him or delivered by any other means to him personally, to his place of business or mailing address or, if he does not have a place of business or mailing address, to his habitual residence.

PART III - Sale of Goods

Chapter I - General Provisions

Article 25

A breach of contract committed by one of the parties is fundamental if it results in such detriment to the other party as substantially to deprive him of what he is entitled to expect under the contract, unless the party in breach did not foresee and a reasonable person of the same kind in the same circumstances would not have foreseen such a result.

假日或非營業日應計算在內。然如承諾通知於承諾期間之最後一天未能送到要約人地址，係因當天於要約人營業地為正式假日或非營業日，則承諾期間應順延至次一營業日。

第 21 條

- (1) 逾期承諾仍具承諾之效力，然以要約人毫不遲延地用口頭或書面將該意見通知被要約人者為限。
- (2) 如載有逾期承諾之信件或其他書面文件表明，其是在正常傳遞、能及時送達要約人之情況下寄發，則該項逾期承諾具有承諾之效力，除非要約人毫不遲延地用口頭或書面通知被要約人：其認為其要約已失效。

第 22 條

承諾得予撤回，然以撤回通知於承諾應生效之前或同時送達要約人者為限。

第 23 條

契約於依照本公約規定對要約之承諾生效時成立之。

第 24 條

為公約本部分之目的，要約、承諾聲明或任何其他意旨表示“送達”對方，係指以口頭通知對方或透過任何其他方法送達對方本人、或其營業地或通訊位址，如無營業地或通訊位址，則送交對方之慣居地。

第三部分 貨物買賣

第一章 總則

第 25 條

一方當事人違反契約之後果，如使另一方當事人蒙受損害，以致於實際上剝奪其依據契約規定有權期待得到之物件，即為根本違反契約，然違反契約一方並不預見且一同等資格、合理之人處於相同情況下亦無合理預見會發生該結果者為限。

Article 26

A declaration of avoidance of the contract is effective only if made by notice to the other party.

Article 27

Unless otherwise expressly provided in this Part of the Convention, if any notice, request or other communication is given or made by a party in accordance with this Part and by means appropriate in the circumstances, a delay or error in the transmission of the communication or its failure to arrive does not deprive that party of the right to rely on the communication.

Article 28

If, in accordance with the provisions of this Convention, one party is entitled to require performance of any obligation by the other party, a court is not bound to enter a judgement for specific performance unless the court would do so under its own law in respect of similar contracts of sale not governed by this Convention.

Article 29

- (1) A contract may be modified or terminated by the mere agreement of the parties.
- (2) A contract in writing which contains a provision requiring any modification or termination by agreement to be in writing may not be otherwise modified or terminated by agreement. However, a party may be precluded by his conduct from asserting such a provision to the extent that the other party has relied on that conduct.

Chapter II - Obligations of the Seller

Article 30

The seller must deliver the goods, hand over any documents relating to them and transfer the property in the goods, as required by the contract and this Convention.

Section I - Delivery of the goods and handing over of documents

Article 31

If the seller is not bound to deliver the goods at any other particular place, his obligation to deliver consists:

- (a) if the contract of sale involves carriage of the goods - in handing the goods over to the first carrier for transmission to the buyer;
- (b) if, in cases not within the preceding subparagraph, the

第 26 條

宣告契約無效之聲明，必須向另一方當事人發出通知，方具效力。

第 27 條

除公約本部分另有明文規定外，當事人依本部分規定，以適合方法發出任何通知、要求或其他通知後，該通知如於傳遞上發生耽擱或錯誤，或未能到達，並不使該當事人喪失主張該通知之權利。

第 28 條

如依照本公約規定，一方當事人有權要求另一方當事人履行某義務，法院無義務做出判決，要求具體履行此一義務，然以法院依其本身法律對不屬本公約範圍之類似買賣契約可以如此為之者為限。

第 29 條

- (1) 契約經雙方當事人協議，得予以更改或終止。
- (2) 以書面規定任何更改或協定終止之書面契約，不得以任何其他方式更改或協定終止。然一方當事人之行為，為另一方當事人所信賴，即不堅持此項規定。

第二章 賣方義務

第 30 條

賣方必須依照契約及本公約規定，交付貨物、移交一切與貨物有關之單據並轉移貨物所有權。

第一節 交付貨物及移交單據

第 31 條

如賣方無義務應於任何其他特定地點交付貨物，其交貨義務如下：

- (a) 如買賣契約涉及貨物運輸，賣方應將貨物移交給首位運送人，以運交給買方；
- (b) 於不屬前款規定之情況下，如契約

contract related to specific goods, or unidentified goods to be drawn from a specific stock or to be manufactured or produced, and at the time of the conclusion of the contract the parties knew that the goods were at, or were to be manufactured or produced at, a particular place - in placing the goods at the buyer's disposal at that place;

- (c) in other cases - in placing the goods at the buyer's disposal at the place where the seller had his place of business at the time of the conclusion of the contract.

Article 32

- (1) If the seller, in accordance with the contract or this Convention, hands the goods over to a carrier and if the goods are not clearly identified to the contract by markings on the goods, by shipping documents or otherwise, the seller must give the buyer notice of the consignment specifying the goods.
- (2) If the seller is bound to arrange for carriage of the goods, he must make such contracts as are necessary for carriage to the place fixed by means of transportation appropriate in the circumstances and according to the usual terms for such transportation.
- (3) If the seller is not bound to effect insurance in respect of the carriage of the goods, he must, at the buyer's request, provide him with all available information necessary to enable him to effect such insurance.

Article 33

The seller must deliver the goods:

- (a) if a date is fixed by or determinable from the contract, on that date;
- (b) if a period of time is fixed by or determinable from the contract, at any time within that period unless circumstances indicate that the buyer is to choose a date; or
- (c) in any other case, within a reasonable time after the conclusion of the contract.

Article 34

If the seller is bound to hand over documents relating to the goods, he must hand them over at the time and place and in the form required by the contract. If the seller has handed over documents before that time, he may, up to that time, cure any lack of conformity in the documents, if the exercise of this right does not cause the buyer unreasonable inconvenience or unreasonable expense. However, the buyer retains any right to claim damages as provided for in this Convention.

Section II - Conformity of the goods and third party claims

Article 35

是特定貨物或從特定存貨中提取或尚待製造或生產之未經特定化之貨物，而雙方當事人於訂立契約時已知該貨物係在某特定地點，或將在某特定地點製造或生產，賣方應在該地點把貨物交給買方處置；

- (c) 於其他情況下，賣方應在其於訂立契約時之營業地將貨物交給買方處理。

第 32 條

- (1) 如賣方依照契約或本公約規定將貨物交付給運送人，然貨物未於貨物上加標記、或以船運單據或其他方式清楚地註明有關契約，賣方必須向買方發出列明貨物之發貨通知。
- (2) 如賣方有義務安排貨物運輸，其必須訂立必要契約，以依照通常運輸條件，以適合之運輸工具，將貨物運往指定地點。
- (3) 如賣方無義務對貨物運輸辦理保險，其必須於買方提出要求時，向買方提供一切現有之必要資料，使其能辦理該保險。

第 33 條

賣方必須依下列規定之日期交付貨物：

- (a) 如契約有規定日期，或從契約可確定該日期，則應在該日期交貨；
- (b) 如契約有規定一段期間，或從契約可確定一段期間，除情況表明應由買方選定一日期外，應在該段期間內之任何時候交貨；或
- (c) 於其他情況下，應在訂立契約後一段合理期間內交貨。

第 34 條

如賣方有義務移交與貨物有關之單據，其必須依照契約所規定之時間、地點及方式移交該單據。如賣方於該期間前已移交該單據，其可於該時間到達前修正單據中任何不符契約規定之情形，然此權利之行使不得使買方遭受不合理之不便或承擔不合理之費用。無論如何，買方仍保有本公約所規定之要求損害賠償的任何權利。

第二節 貨物同一性與第三人請求

第 35 條

- (1) The seller must deliver goods which are of the quantity, quality and description required by the contract and which are contained or packaged in the manner required by the contract.
- (2) Except where the parties have agreed otherwise, the goods do not conform with the contract unless they:
 - (a) are fit for the purposes for which goods of the same description would ordinarily be used;
 - (b) are fit for any particular purpose expressly or impliedly made known to the seller at the time of the conclusion of the contract, except where the circumstances show that the buyer did not rely, or that it was unreasonable for him to rely, on the seller's skill and judgement;
 - (c) possess the qualities of goods which the seller has held out to the buyer as a sample or model;
 - (d) are contained or packaged in the manner usual for such goods or, where there is no such manner, in a manner adequate to preserve and protect the goods.
- (3) The seller is not liable under subparagraphs (a) to (d) of the preceding paragraph for any lack of conformity of the goods if at the time of the conclusion of the contract the buyer knew or could not have been unaware of such lack of conformity.

Article 36

- (1) The seller is liable in accordance with the contract and this Convention for any lack of conformity which exists at the time when the risk passes to the buyer, even though the lack of conformity becomes apparent only after that time.
- (2) The seller is also liable for any lack of conformity which occurs after the time indicated in the preceding paragraph and which is due to a breach of any of his obligations, including a breach of any guarantee that for a period of time the goods will remain fit for their ordinary purpose or for some particular purpose or will retain specified qualities or characteristics.

Article 37

If the seller has delivered goods before the date for delivery, he may, up to that date, deliver any missing part or make up any deficiency in the quantity of the goods delivered, or deliver goods in replacement of any non-conforming goods delivered or remedy any lack of conformity in the goods delivered, provided that the exercise of this right does not cause the buyer unreasonable inconvenience or unreasonable expense. However, the buyer retains any right to claim damages as provided for in this Convention.

Article 38

- (1) The buyer must examine the goods, or cause them to be examined, within as short a period as is practicable in the circumstances.
- (2) If the contract involves carriage of the goods, examination

- (1) 賣方交付之貨物必須與契約所規定之數量、品質及規格相符一致，並須依照契約所規定之方式予以裝箱或包裝。
- (2) 除雙方當事人另有協定外，貨物除符合下列規定，否則即為與契約不相符合：
 - (a) 貨物適於同一規格貨物通常使用之目的；
 - (b) 貨物適於訂立契約時曾明示或默示地通知賣方之任何特定目的，然情況表明買方不依賴賣方之技能及判斷力，或該依賴對其是不合理者除外；
 - (c) 貨物之品質與賣方向買方提供之貨物樣品或樣式相同；
 - (d) 貨物依照同類貨物通用方式裝箱或包裝，如無此通用方式，則依照足以保全及保護貨物之方式為裝箱包裝。
- (3) 如買方於訂立契約時已知或不可能不知貨物已不具同一性，賣方即無須依前項(a)款至(d)款負該不具同一性之責任。

第 36 條

- (1) 賣方應依照契約及本公約規定，對風險移轉於買方時所存在之任何不具同一性之情形負責，即使該不具同一性情形於該時間之後方為明顯者亦同。
- (2) 賣方對於前項所述時間後發生之任何不具同一性之情形，亦應負有責任，如該不具同一性情形是因賣方違反其某項義務所致，包括違反於一段時間內貨物將繼續適於其通常使用目的或某特定目的，或將保持某特定品質或性質之任何保證。

第 37 條

如賣方於交貨日期前交付貨物，其可於該日期到達前，交付任何缺漏部分或補足所交付貨物之不足數量，或交付用以替換所交付不具同一性規定之貨物，或對所交付貨物中任何不具同一性情形做出彌補，然此一權利之行使不得使買方遭受不合理之不便或承擔不合理費用。無論如何，買方仍保有本公約所規定之請求損害賠償之任何權利。

第 38 條

- (1) 買方必須於視情實際可行之最短時間內檢驗貨物或由他人檢驗貨物。
- (2) 如契約涉及貨物運輸，檢驗可推遲到貨

may be deferred until after the goods have arrived at their destination.

- (3) If the goods are redirected in transit or redispached by the buyer without a reasonable opportunity for examination by him and at the time of the conclusion of the contract the seller knew or ought to have known of the possibility of such redirection or redispach, examination may be deferred until after the goods have arrived at the new destination.

Article 39

- (1) The buyer loses the right to rely on a lack of conformity of the goods if he does not give notice to the seller specifying the nature of the lack of conformity within a reasonable time after he has discovered it or ought to have discovered it.
- (2) In any event, the buyer loses the right to rely on a lack of conformity of the goods if he does not give the seller notice thereof at the latest within a period of two years from the date on which the goods were actually handed over to the buyer, unless this time-limit is inconsistent with a contractual period of guarantee.

Article 40

The seller is not entitled to rely on the provisions of articles 38 and 39 if the lack of conformity relates to facts of which he knew or could not have been unaware and which he did not disclose to the buyer.

Article 41

The seller must deliver goods which are free from any right or claim of a third party, unless the buyer agreed to take the goods subject to that right or claim. However, if such right or claim is based on industrial property or other intellectual property, the seller's obligation is governed by article 42.

Article 42

- (1) The seller must deliver goods which are free from any right or claim of a third party based on industrial property or other intellectual property, of which at the time of the conclusion of the contract the seller knew or could not have been unaware, provided that the right or claim is based on industrial property or other intellectual property:
- (a) under the law of the State where the goods will be resold or otherwise used, if it was contemplated by the parties at the time of the conclusion of the contract that the goods would be resold or otherwise used in that State; or
- (b) in any other case, under the law of the State where the buyer has his place of business.
- (2) The obligation of the seller under the preceding paragraph

物到達目的地後進行。

- (3) 如貨物在運輸途中轉運或買方須再發運貨物，無合理機會予以檢驗，而賣方於訂立契約時已知或理應知道該轉運或再發運之可能性，檢驗可推遲至貨物到達新目的地後進行。

第 39 條

- (1) 買方對貨物不具同一性，必須於發現或理應發現不具同一性情況後一合理時間內通知賣方，說明不具同一性情形之性質，否則即喪失聲稱貨物不具同一性之權利。
- (2) 無論如何，如買方未於實際收到貨物之日起兩年內將貨物不具同一性情形通知賣方，其即喪失主張貨物不具同一性之權利，然該一期間與契約規定之保證期限不相符合者除外。

第 40 條

如貨物不具同一性為賣方已知或不可能不知而又未告知買方之某些事實，則賣方無權主張第 38 條及第 39 條規定。

第 41 條

賣方所交付之貨物，必須是第三人不能提出任何權利或要求之貨物，除非買方同意在如此權利或要求下，收取貨物。然如該權利或要求是以工業產權或其他知識產權為基礎，賣方義務應依照第 42 條規定決定之。

第 42 條

- (1) 賣方所交付的貨物，必須是第三人無法依據工業產權或其他知識產權主張任何權利或要求之貨物，但以賣方於訂立契約時已知或不可能不知道之權利或要求為限，而該權利或要求依據下列國家之法律規定係以工業產權或其他知識產權為基礎：
- (a) 如雙方當事人於訂立契約時預期貨物將在某國境內轉售或為其他使用，則依據貨物將在其境內轉售或為其他使用之國家之法律；或
- (b) 於任何其他情況下，依據買方營業地所在國家之法律。
- (2) 賣方於前項義務不適用於下列情況：

does not extend to cases where:

- (a) at the time of the conclusion of the contract the buyer knew or could not have been unaware of the right or claim; or
- (b) the right or claim results from the seller's compliance with technical drawings, designs, formulae or other such specifications furnished by the buyer.

Article 43

- (1) The buyer loses the right to rely on the provisions of article 41 or article 42 if he does not give notice to the seller specifying the nature of the right or claim of the third party within a reasonable time after he has become aware or ought to have become aware of the right or claim.
- (2) The seller is not entitled to rely on the provisions of the preceding paragraph if he knew of the right or claim of the third party and the nature of it.

Article 44

Notwithstanding the provisions of paragraph (1) of article 39 and paragraph (1) of article 43, the buyer may reduce the price in accordance with article 50 or claim damages, except for loss of profit, if he has a reasonable excuse for his failure to give the required notice.

Section III - Remedies for breach of contract by the seller

Article 45

- (1) If the seller fails to perform any of his obligations under the contract or this Convention, the buyer may:
 - (a) exercise the rights provided in articles 46 to 52;
 - (b) claim damages as provided in articles 74 to 77.
- (2) The buyer is not deprived of any right he may have to claim damages by exercising his right to other remedies.
- (3) No period of grace may be granted to the seller by a court or arbitral tribunal when the buyer resorts to a remedy for breach of contract.

Article 46

- (1) The buyer may require performance by the seller of his obligations unless the buyer has resorted to a remedy which is inconsistent with this requirement.
- (2) If the goods do not conform with the contract, the buyer may require delivery of substitute goods only if the lack of conformity constitutes a fundamental breach of contract and a request for substitute goods is made either in conjunction with notice given under article 39 or within a reasonable time thereafter.

(a) 買方於訂立契約時已知或不可能不知道該項權利或要求；或

(b) 該權利或要求之發生，係因賣方遵照買方所提供之技術圖樣、圖案、款式或其他規格。

第 43 條

- (1) 買方如不在已知或理應知道第三人之權利或要求後一合理時間內，將此一權利或要求之性質通知賣方，即喪失主張第 41 條或第 42 條規定之權利。
- (2) 賣方如知第三人之權利或要求及此一權利或要求之性質，即無權主張前項規定。

第 44 條

無論第 39 條第(1)項及第 43 條第(1)項規定為何，買方如對其未發出所需通知具備合理理由，仍可依照第 50 條規定降低價格，或要求利潤損失以外之損害賠償。

第三節 賣方違約之救濟

第 45 條

- (1) 如賣方不履行其於契約及本公約之任何義務，買方得：
 - (a) 行使第 46 至第 52 條所規定之權利；
 - (b) 依照第 74 條至第 77 條規定，要求損害賠償。
- (2) 買方可享有之損害賠償任何權利，不因其行使採取其他救濟辦法之權利而喪失。
- (3) 如買方對違約採取某救濟措施，法院或仲裁庭即不得給予賣方寬限期。

第 46 條

- (1) 買方得要求賣方履行義務，然買方已採取與此一要求相抵觸之某救濟措施者除外。
- (2) 如貨物不具同一性，買方僅能於該不具同一性構成契約根本違反時，始可要求交付替代物，且有關替代物之要求，必須與依照第 39 條發出之通知同時提出，或於該通知發出後一段合理時間內提出。

- (3) If the goods do not conform with the contract, the buyer may require the seller to remedy the lack of conformity by repair, unless this is unreasonable having regard to all the circumstances. A request for repair must be made either in conjunction with notice given under article 39 or within a reasonable time thereafter.
- (3) 如貨物不具同一性，買方可要求賣方透過修理針對不具同一性之處為補救，然其考慮所有情況後，認為如此做為不合理者除外。修復之要求必須與依照第 39 條發出之通知同時提出，或於該通知發出後一段合理時間內提出。

Article 47

- (1) The buyer may fix an additional period of time of reasonable length for performance by the seller of his obligations.
- (2) Unless the buyer has received notice from the seller that he will not perform within the period so fixed, the buyer may not, during that period, resort to any remedy for breach of contract. However, the buyer is not deprived thereby of any right he may have to claim damages for delay in performance.

第 47 條

- (1) 買方可規定一合理時限之額外期間，讓賣方履行其義務。
- (2) 除買方收到賣方通知，主張其將不在所規定之時間內履行義務，買方於該段時間內不得對違契採取任何補救措施。無論如何，買方並不因此喪失其對遲延履行義務可能享有之損害賠償任何權利。

Article 48

- (1) Subject to article 49, the seller may, even after the date for delivery, remedy at his own expense any failure to perform his obligations, if he can do so without unreasonable delay and without causing the buyer unreasonable inconvenience or uncertainty of reimbursement by the seller of expenses advanced by the buyer. However, the buyer retains any right to claim damages as provided for in this Convention.
- (2) If the seller requests the buyer to make known whether he will accept performance and the buyer does not comply with the request within a reasonable time, the seller may perform within the time indicated in his request. The buyer may not, during that period of time, resort to any remedy which is inconsistent with performance by the seller.
- (3) A notice by the seller that he will perform within a specified period of time is assumed to include a request, under the preceding paragraph, that the buyer make known his decision.
- (4) A request or notice by the seller under paragraph (2) or (3) of this article is not effective unless received by the buyer.

第 48 條

- (1) 於適用第 49 條情況下，賣方即使於交貨日後，仍可自付費用，對任何不履行義務為補救，然該補救不得造成不合理之遲延，亦不得使買方遭受不合理不便，或無法確定賣方是否將償付買方預付之費用。無論如何，買方仍保有本公約所規定之損害賠償任何權利。
- (2) 如賣方要求買方表明其是否接受賣方履行義務，而買方不在一合理時間內對此一要求為答復，則賣方可依其要求中所指明之時間履行義務。買方不得於該段時間內採取與賣方履行義務相抵觸之任何救濟措施。
- (3) 賣方表明其將在某一特定時間內履行義務之通知，應視為包括依據前項規定要買方表明決定之要求在內。
- (4) 賣方依照本條第(2)及第(3)項做出之要求或通知，必須於買方收到後，始生效力。

Article 49

- (1) The buyer may declare the contract avoided:
- (a) if the failure by the seller to perform any of his obligations under the contract or this Convention amounts to a fundamental breach of contract; or
- (b) in case of non-delivery, if the seller does not deliver the goods within the additional period of time fixed by the buyer in accordance with paragraph (1) of article 47 or declares that he will not deliver within the period so fixed.
- (2) However, in cases where the seller has delivered the goods, the buyer loses the right to declare the contract avoided unless he does so:
- (a) in respect of late delivery, within a reasonable time after he has become aware that delivery has been made;
- (b) in respect of any breach other than late delivery, within a reasonable time:

第 49 條

- (1) 買方於以下情況下可宣告契約無效：
- (a) 賣方不履行其於契約或本公約之任何義務，等於契約根本違反；或
- (b) 如發生未交貨之情況，賣方不在買方依照第 47 條第(1)項規定之額外時間內交付貨物，或賣方聲明其將不在所規定之時間內交付貨物。
- (2) 然如賣方已交付貨物，買方即喪失宣告契約無效的權利，除非：
- (a) 對於遲延交貨，其知道交貨後一合理時間內如此為之；
- (b) 對於遲延交貨以外之任何違約情事：

- (i) after he knew or ought to have known of the breach;
- (ii) after the expiration of any additional period of time fixed by the buyer in accordance with paragraph (1) of article 47, or after the seller has declared that he will not perform his obligations within such an additional period; or
- (iii) after the expiration of any additional period of time indicated by the seller in accordance with paragraph (2) of article 48, or after the buyer has declared that he will not accept performance.

Article 50

If the goods do not conform with the contract and whether or not the price has already been paid, the buyer may reduce the price in the same proportion as the value that the goods actually delivered had at the time of the delivery bears to the value that conforming goods would have had at that time. However, if the seller remedies any failure to perform his obligations in accordance with article 37 or article 48 or if the buyer refuses to accept performance by the seller in accordance with those articles, the buyer may not reduce the price.

Article 51

- (1) If the seller delivers only a part of the goods or if only a part of the goods delivered is in conformity with the contract, articles 46 to 50 apply in respect of the part which is missing or which does not conform.
- (2) The buyer may declare the contract avoided in its entirety only if the failure to make delivery completely or in conformity with the contract amounts to a fundamental breach of the contract.

Article 52

- (1) If the seller delivers the goods before the date fixed, the buyer may take delivery or refuse to take delivery.
- (2) If the seller delivers a quantity of goods greater than that provided for in the contract, the buyer may take delivery or refuse to take delivery of the excess quantity. If the buyer takes delivery of all or part of the excess quantity, he must pay for it at the contract rate.

Chapter III - Obligations of the Buyer

Section I - Payment of the price

Article 53

The buyer must pay the price for the goods and take delivery of them as required by the contract and this Convention.

- (i) 其於已知或理應知道該違約後一合理時間內如此為之；或
- (ii) 其於買方依照第 47 條第(1)項規定之任何額外時間滿期後，或在賣方聲明其將不在該額外時間履行義務後一合理時間內如此為之；或
- (iii) 其於賣方依照第 48 條第(2)項指明之任何額外時間滿期後，或在買方聲明其將不接受賣方履行義務後一合理時間內如此為之。

第 50 條

如貨物不具同一性，不論價款是否已付，買方均可降低價格，降價依實際交付之貨物於交貨時之價值與具同一性之貨物於當時之價值兩者間之比例計算之。然如賣方依照第 37 條或第 48 條規定對任何不履行義務做出補救，或買方拒絕接受賣方依照該兩條規定履行義務，則買方不得降低價格。

第 51 條

- (1) 如賣方僅交付部分貨物，或交付之貨物中僅有一部分具同一性，第 46 條至第 50 條規定適用於缺漏部分及不具同一性規定部分之貨物。
- (2) 買方僅於完全不交付貨物或不依照契約規定交付貨物等於契約根本違反時，始可宣告整個契約無效。

第 52 條

- (1) 如賣方於規定日期前交付貨物，買方可以收取貨物，亦可拒絕收取貨物。
- (2) 如賣方交付之貨物數量大於契約規定之數量，買方可收取亦可拒絕收取多交付部分之貨物。如買方收取多交付部分貨物之全部或一部分，其必須依契約價格付款。

第三章 買方義務

第一節 支付價款

第 53 條

買方必須依照契約及本公約規定支付貨物價款及收取貨物。

Article 54

The buyer's obligation to pay the price includes taking such steps and complying with such formalities as may be required under the contract or any laws and regulations to enable payment to be made.

Article 55

Where a contract has been validly concluded but does not expressly or implicitly fix or make provision for determining the price, the parties are considered, in the absence of any indication to the contrary, to have impliedly made reference to the price generally charged at the time of the conclusion of the contract for such goods sold under comparable circumstances in the trade concerned.

Article 56

If the price is fixed according to the weight of the goods, in case of doubt it is to be determined by the net weight.

Article 57

- (1) If the buyer is not bound to pay the price at any other particular place, he must pay it to the seller:
 - (a) at the seller's place of business; or
 - (b) if the payment is to be made against the handing over of the goods or of documents, at the place where the handing over takes place.
- (2) The seller must bear any increases in the expenses incidental to payment which is caused by a change in his place of business subsequent to the conclusion of the contract.

Article 58

- (1) If the buyer is not bound to pay the price at any other specific time, he must pay it when the seller places either the goods or documents controlling their disposition at the buyer's disposal in accordance with the contract and this Convention. The seller may make such payment a condition for handing over the goods or documents.
- (2) If the contract involves carriage of the goods, the seller may dispatch the goods on terms whereby the goods, or documents controlling their disposition, will not be handed over to the buyer except against payment of the price.
- (3) The buyer is not bound to pay the price until he has had an opportunity to examine the goods, unless the procedures for delivery or payment agreed upon by the parties are inconsistent with his having such an opportunity.

Article 59

The buyer must pay the price on the date fixed by or

第 54 條

買方支付價款義務包括依據契約或任何有關法律及規章規定之步驟及手續，以便支付價款。

第 55 條

如契約已有效成立，但未明示或默示規定價格或規定如何確定價格，於無任何相反表示之情況下，雙方當事人應視為已默示地引用訂立契約時該貨物於有關貿易之類似情況下買賣之通常價格。

第 56 條

如價格係依貨物重量規定，如有疑問，應按淨重確定。

第 57 條

- (1) 如買方無義務於任何其他特定地點支付價款，其必須於以下地點向賣方支付價款：
 - (a) 賣方營業地；或
 - (b) 如憑移交貨物或單據支付價款，則為移交貨物或單據之地點。
- (2) 賣方必須承擔因其營業地於訂立契約後發生變動而增加支付方面之有關費用。

第 58 條

- (1) 如買方無義務於任何其他特定時間內支付價款，其必須於賣方依照契約及本公約規定將貨物或控制貨物處置權之單據交給買方處置時支付價款。賣方可以支付價款作為移交貨物或單據之條件。
- (2) 如契約涉及貨物運輸，賣方可於支付價款後，方把貨物或控制貨物處置權之單據移交給買方作為發運貨物之條件。
- (3) 買方於無機會檢驗貨物前，無義務支付價款，然以該機會與雙方當事人議定之交貨或支付程序相抵觸者為限。

第 59 條

買方必須依契約及本公約規定之日期或從

determinable from the contract and this Convention without the need for any request or compliance with any formality on the part of the seller.

契約及本公約可確定之日期支付價款，而無需賣方提出任何要求或辦理任何手續。

Section II - Taking delivery

第二節 受領貨物

Article 60

第 60 條

The buyer's obligation to take delivery consists:

- (a) in doing all the acts which could reasonably be expected of him in order to enable the seller to make delivery; and
- (b) in taking over the goods.

買方受領貨物義務如下：

- (a) 採取一切理應採取之作為，以期賣方能交付貨物；及
- (b) 受領貨物。

Section III - Remedies for breach of contract by the buyer

第三節 買方違約之救濟

Article 61

第 61 條

- (1) If the buyer fails to perform any of his obligations under the contract or this Convention, the seller may:
 - (a) exercise the rights provided in articles 62 to 65;
 - (b) claim damages as provided in articles 74 to 77.
- (2) The seller is not deprived of any right he may have to claim damages by exercising his right to other remedies.
- (3) No period of grace may be granted to the buyer by a court or arbitral tribunal when the seller resorts to a remedy for breach of contract.

- (1) 如買方未履行其於契約及本公約任何義務，賣方得：
 - (a) 行使第 62 至第 65 條所規定之權利；
 - (b) 依第 74 至第 77 條規定，要求損害賠償。
- (2) 賣方得享有之請求損害賠償任何權利，不因其行使採取其他救濟措施權利而喪失。
- (3) 如賣方對違約採取某救濟措施，法院或仲裁庭即不得再給予買方寬限期。

Article 62

第 62 條

The seller may require the buyer to pay the price, take delivery or perform his other obligations, unless the seller has resorted to a remedy which is inconsistent with this requirement.

賣方可要求買方支付價款、收取貨物或履行其之其他義務，然賣方已採取與此一要求相抵觸之某救濟措施除外。

Article 63

第 63 條

- (1) The seller may fix an additional period of time of reasonable length for performance by the buyer of his obligations.
- (2) Unless the seller has received notice from the buyer that he will not perform within the period so fixed, the seller may not, during that period, resort to any remedy for breach of contract. However, the seller is not deprived thereby of any right he may have to claim damages for delay in performance.

- (1) 賣方可規定一合理期間之額外時間，讓買方履行義務。
- (2) 除賣方收到買方通知，主張其將不在所規定之時間內履行義務，賣方不得於該期間內對違約採取任何救濟措施。無論如何，賣方並不因此喪失其對遲延履行義務可能享有之損害賠償任何權利。

Article 64

第 64 條

- (1) The seller may declare the contract avoided:
 - (a) if the failure by the buyer to perform any of his obligations under the contract or this Convention amounts to a fundamental breach of contract; or
 - (b) if the buyer does not, within the additional period of time fixed by the seller in accordance with paragraph (1) of

- (1) 賣方於以下情況下可宣告契約無效：
 - (a) 買方未履行其於契約或本公約任何義務，等於契約根本違反；或
 - (b) 買方不在賣方依照第 63 條第(1)項規定之額外時間內履行支付價款之

article 63, perform his obligation to pay the price or take delivery of the goods, or if he declares that he will not do so within the period so fixed.

- (2) However, in cases where the buyer has paid the price, the seller loses the right to declare the contract avoided unless he does so:
- (a) in respect of late performance by the buyer, before the seller has become aware that performance has been rendered; or
 - (b) in respect of any breach other than late performance by the buyer, within a reasonable time:
 - (i) after the seller knew or ought to have known of the breach; or
 - (ii) after the expiration of any additional period of time fixed by the seller in accordance with paragraph (1) or article 63, or after the buyer has declared that he will not perform his obligations within such an additional period.

Article 65

- (1) If under the contract the buyer is to specify the form, measurement or other features of the goods and he fails to make such specification either on the date agreed upon or within a reasonable time after receipt of a request from the seller, the seller may, without prejudice to any other rights he may have, make the specification himself in accordance with the requirements of the buyer that may be known to him.
- (2) If the seller makes the specification himself, he must inform the buyer of the details thereof and must fix a reasonable time within which the buyer may make a different specification. If, after receipt of such a communication, the buyer fails to do so within the time so fixed, the specification made by the seller is binding.

Chapter IV - Passing of Risk

Article 66

Loss of or damage to the goods after the risk has passed to the buyer does not discharge him from his obligation to pay the price, unless the loss or damage is due to an act or omission of the seller.

Article 67

- (1) If the contract of sale involves carriage of the goods and the seller is not bound to hand them over at a particular place, the risk passes to the buyer when the goods are handed over to the first carrier for transmission to the buyer in accordance with the contract of sale. If the seller is bound to hand the goods over to a carrier at a particular place, the risk does not pass to the buyer until the goods are handed over to the carrier at that place. The fact that the seller is authorized to retain documents controlling the disposition of the goods does not affect the passage of the risk.

義務或收取貨物，或買方聲明其將不在所規定之時間內如此為之。

- (2) 然如買方已支付價款，賣方即喪失宣告契約無效之權利，除非：
- (a) 對於買方遲延履行義務，其於知道買方履行義務前如此為之；或
 - (b) 對於買方遲延履行義務以外之任何違約情事：
 - (i) 其於已知或理應知道該違約後一合理時間內如此為之；或
 - (ii) 其於賣方依照第 63 條第(1)項規定之任何額外時間滿期後或在買方聲明其將不在該額外時間內履行義務後一合理時間內如此為之。

第 65 條

- (1) 如買方應依據契約規定訂明貨物之形狀、大小或其他特徵，而其於議定之日期或在收到賣方之要求後一合理時間內未訂明該規格，則賣方在不損害其可主張之任何其他權利之情況下，可依照其所知之買方要求，自己訂明規格。
- (2) 如賣方自己訂明規格，其必須將訂明規格之細節通知買方，且必須規定一合理時間，使買方可在該段時間內訂出不同的規格，如買方於收到該通知後未於該段時間內如此為之，賣方所訂規格即具有約束力。

第四章 風險移轉

第 66 條

貨物於風險移轉給買方承擔後遺失或損壞，買方支付價款義務並不因之解除，然該遺失或損壞係因賣方行為或不行為所致者除外。

第 67 條

- (1) 如買賣契約涉及貨物運輸，然賣方無義務於某特定地點交付貨物，自貨物依照買賣契約交付給首位運送人以轉交給買方時起，風險即移轉由買方承擔。如賣方有義務於某特定地點將貨物交付給運送人，於貨物於該地點交付給運送人前，風險不移轉由買方承擔。賣方有權保留控制貨物處置權利之單據，並不影響風險之移轉。

- (2) Nevertheless, the risk does not pass to the buyer until the goods are clearly identified to the contract, whether by markings on the goods, by shipping documents, by notice given to the buyer or otherwise.
- (2) 然於貨物於貨物上加標記，或以裝運單據，或向買方發出通知或其他方式清楚註明前，風險不移轉到買方承擔。

Article 68

The risk in respect of goods sold in transit passes to the buyer from the time of the conclusion of the contract. However, if the circumstances so indicate, the risk is assumed by the buyer from the time the goods were handed over to the carrier who issued the documents embodying the contract of carriage. Nevertheless, if at the time of the conclusion of the contract of sale the seller knew or ought to have known that the goods had been lost or damaged and did not disclose this to the buyer, the loss or damage is at the risk of the seller.

第 68 條

於運輸途中買賣之貨物，從訂立契約時起，風險即移轉由買方承擔。然如情況表明有此需要，自貨物交付給簽發載有運輸契約單據之運送人時起，風險即由買方承擔。無論如何，如賣方於訂立契約時已知或理應知貨物已遺失或損壞，而其又不將此一事實告知買方，則該遺失或損壞應由賣方負責。

Article 69

- (1) In cases not within articles 67 and 68, the risk passes to the buyer when he takes over the goods or, if he does not do so in due time, from the time when the goods are placed at his disposal and he commits a breach of contract by failing to take delivery.
- (2) However, if the buyer is bound to take over the goods at a place other than a place of business of the seller, the risk passes when delivery is due and the buyer is aware of the fact that the goods are placed at his disposal at that place.
- (3) If the contract relates to goods not then identified, the goods are considered not to be placed at the disposal of the buyer until they are clearly identified to the contract.

第 69 條

- (1) 於不屬第 67 條及第 68 條規定之情況下，自買方接收貨物時起，或如買方未於適當時間內如此為之，則從貨物交給其處置然其不收取貨物從而違反契約時起，風險移轉到買方承擔。
- (2) 然如買方有義務於賣方營業地以外之某地點接收貨物，當交貨時間已到而買方知道貨物已在該地點交給其處置時，風險方始移轉。
- (3) 如契約所指係當時未加識別之貨物，則該貨物未清楚註明於有關契約前，不得視為已交給買方處置。

Article 70

If the seller has committed a fundamental breach of contract, articles 67, 68 and 69 do not impair the remedies available to the buyer on account of the breach.

第 70 條

如賣方已根本違反契約，第 67 條、第 68 條及第 69 條規定，不損及買方因該違約而可採取之各種救濟措施。

Chapter V - Provisions Common to the Obligations of the Seller and of the Buyer

第五章 賣方及買方義務之一般規定

Section I - Anticipatory breach and instalment contracts

第一節 預期違約及分批交貨契約

Article 71

第 71 條

- (1) A party may suspend the performance of his obligations if, after the conclusion of the contract, it becomes apparent that the other party will not perform a substantial part of his obligations as a result of:
- (a) a serious deficiency in his ability to perform or in his creditworthiness; or
- (b) his conduct in preparing to perform or in performing the contract.
- (2) If the seller has already dispatched the goods before the grounds described in the preceding paragraph become
- (1) 如訂立契約後，另一方當事人因下列原因顯然將無法行其大部分應盡義務，一方當事人可中止履行義務：
- (a) 其履行義務之能力或其信用有嚴重缺陷；或
- (b) 其在準備履行契約或履行契約中之行為。
- (2) 如賣方於前項所述理由明顯以前已將貨物發運，其可阻止將貨物交付給買

evident, he may prevent the handing over of the goods to the buyer even though the buyer holds a document which entitles him to obtain them. The present paragraph relates only to the rights in the goods as between the buyer and the seller.

- (3) A party suspending performance, whether before or after dispatch of the goods, must immediately give notice of the suspension to the other party and must continue with performance if the other party provides adequate assurance of his performance.

Article 72

- (1) If prior to the date for performance of the contract it is clear that one of the parties will commit a fundamental breach of contract, the other party may declare the contract avoided.
- (2) If time allows, the party intending to declare the contract avoided must give reasonable notice to the other party in order to permit him to provide adequate assurance of his performance.
- (3) The requirements of the preceding paragraph do not apply if the other party has declared that he will not perform his obligations.

Article 73

- (1) In the case of a contract for delivery of goods by instalments, if the failure of one party to perform any of his obligations in respect of any instalment constitutes a fundamental breach of contract with respect to that instalment, the other party may declare the contract avoided with respect to that instalment.
- (2) If one party's failure to perform any of his obligations in respect of any instalment gives the other party good grounds to conclude that a fundamental breach of contract will occur with respect to future instalments, he may declare the contract avoided for the future, provided that he does so within a reasonable time.
- (3) A buyer who declares the contract avoided in respect of any delivery may, at the same time, declare it avoided in respect of deliveries already made or of future deliveries if, by reason of their interdependence, those deliveries could not be used for the purpose contemplated by the parties at the time of the conclusion of the contract.

Section II - Damages

Article 74

Damages for breach of contract by one party consist of a sum equal to the loss, including loss of profit, suffered by the other party as a consequence of the breach. Such damages may not exceed the loss which the party in breach foresaw or ought to have foreseen at the time of the conclusion of the contract, in the light of the facts and matters of which he then knew or ought to have known, as a possible consequence of the breach of contract.

方，即使買方持有有權獲得貨物之單據亦同。本項規定僅與買方及賣方間對貨物之權利有關。

- (3) 中止履行義務之一方當事人不論是在貨物發運前或發運後，均須立即通知另一方當事人，如經另一方當事人對履行義務提供充分擔保，則其必須繼續履行義務。

第 72 條

- (1) 如於履行契約日期前，明顯看出一方當事人將根本違反契約，另一方當事人可以宣告契約無效。
- (2) 如時間許可，意圖宣告契約無效之一方當事人必須向另一方當事人發出合理通知，使其可以對履行義務提供充分擔保。
- (3) 如另一方當事人已聲明將不履行其義務，則前項規定不適用。

第 73 條

- (1) 對於分批交付貨物之契約，如一方當事人未履行對任一批貨物之義務，便對該批貨物構成根本違反契約，則另一方當事人可宣告契約對該批貨物無效。
- (2) 如一方當事人未履行對任一批貨物之義務，使另一方當事人有充分理由斷定對今後各批貨物將會發生根本違反契約，該另一方當事人可於一合理時間內宣告契約之後無效。
- (3) 買方宣告契約對任一批貨物之交付為無效時，可同時宣告契約對已交付或之後交付之各批貨物均為無效，為應以如各批貨物是互相依存的，不能單獨用於雙方當事人在訂立契約時所設想目的為理由。

第二節 損害賠償

第 74 條

一方當事人違約應負之損害賠償額，應與另一方當事人因其違反契約而遭受之包括利潤在內之損失額相當。該損害賠償不得超過違反契約一方於訂立契約時，依照其當時已知或理應知道之事實及情況，對違約所預見到或理應預見之可能損失。

Article 75

If the contract is avoided and if, in a reasonable manner and within a reasonable time after avoidance, the buyer has bought goods in replacement or the seller has resold the goods, the party claiming damages may recover the difference between the contract price and the price in the substitute transaction as well as any further damages recoverable under article 74.

Article 76

- (1) If the contract is avoided and there is a current price for the goods, the party claiming damages may, if he has not made a purchase or resale under article 75, recover the difference between the price fixed by the contract and the current price at the time of avoidance as well as any further damages recoverable under article 74. If, however, the party claiming damages has avoided the contract after taking over the goods, the current price at the time of such taking over shall be applied instead of the current price at the time of avoidance.
- (2) For the purposes of the preceding paragraph, the current price is the price prevailing at the place where delivery of the goods should have been made or, if there is no current price at that place, the price at such other place as serves as a reasonable substitute, making due allowance for differences in the cost of transporting the goods.

Article 77

A party who relies on a breach of contract must take such measures as are reasonable in the circumstances to mitigate the loss, including loss of profit, resulting from the breach. If he fails to take such measures, the party in breach may claim a reduction in the damages in the amount by which the loss should have been mitigated.

Section III - Interest

Article 78

If a party fails to pay the price or any other sum that is in arrears, the other party is entitled to interest on it, without prejudice to any claim for damages recoverable under article 74.

Section IV - Exemptions

Article 79

- (1) A party is not liable for a failure to perform any of his obligations if he proves that the failure was due to an impediment beyond his control and that he could not reasonably be expected to have taken the impediment into account at the time of the conclusion of the contract or to have avoided or overcome it or its consequences.

第 75 條

如契約被宣告無效，而在宣告無效後一合理時間內，買方已以合理方式購買替代貨物，或賣方已以合理方式將貨物轉賣，則要求損害賠償之一方可取得契約價格及替代貨物交易價格之間之差額及依照第 74 條規定可取得之任何其他損害賠償。

第 76 條

- (1) 如契約被宣告無效，而該貨物又有市價可循，要求損害賠償之一方，如無依據第 75 條規定進行購買或轉賣，則可取得契約規定之價格及宣告契約無效時之市價間之差額及依照第 74 條規定可取得之任何其他損害賠償。然如要求損害賠償之一方在接收貨物後宣告契約無效，則應適用接收貨物時之市價，而不適用宣告契約無效時之市價。
- (2) 為前項目的，市價指原應交付貨物地點之當時價格，如該地點無該市價，則指另一合理替代地點之市價，並應適當考慮貨物運費之差額。

第 77 條

主張另一方違約之一方，必須視情採取合理措施，減輕因另一方違約而引起之損失，包括利潤方面之損失。如其未採取該措施，違約一方可要求自損害賠償中扣除原可減輕之損失數額。

第三節 利息

第 78 條

如一方當事人未支付價款或任何其他拖欠款項，另一方當事人有權對該款項收取利息，然不妨礙要求依照第 74 條規定可取得之損害賠償。

第四節 免責

第 79 條

- (1) 當事人未履行義務，不負責任，然以其能證明該未履行義務，係因某非其所能控制之阻礙，且該該阻礙，無合理預期其於訂立契約時能考慮或能避免或克服其或其之後果者為限。

- (2) If the party's failure is due to the failure by a third person whom he has engaged to perform the whole or a part of the contract, that party is exempt from liability only if:
- (a) he is exempt under the preceding paragraph; and
 - (b) the person whom he has so engaged would be so exempt if the provisions of that paragraph were applied to him.
- (3) The exemption provided by this article has effect for the period during which the impediment exists.
- (4) The party who fails to perform must give notice to the other party of the impediment and its effect on his ability to perform. If the notice is not received by the other party within a reasonable time after the party who fails to perform knew or ought to have known of the impediment, he is liable for damages resulting from such non-receipt.
- (5) Nothing in this article prevents either party from exercising any right other than to claim damages under this Convention.

Article 80

A party may not rely on a failure of the other party to perform, to the extent that such failure was caused by the first party's act or omission.

Section V - Effects of avoidance

Article 81

- (1) Avoidance of the contract releases both parties from their obligations under it, subject to any damages which may be due. Avoidance does not affect any provision of the contract for the settlement of disputes or any other provision of the contract governing the rights and obligations of the parties consequent upon the avoidance of the contract.
- (2) A party who has performed the contract either wholly or in part may claim restitution from the other party of whatever the first party has supplied or paid under the contract. If both parties are bound to make restitution, they must do so concurrently.

Article 82

- (1) The buyer loses the right to declare the contract avoided or to require the seller to deliver substitute goods if it is impossible for him to make restitution of the goods substantially in the condition in which he received them.
- (2) The preceding paragraph does not apply:
 - (a) if the impossibility of making restitution of the goods or of making restitution of the goods substantially in the condition in which the buyer received them is not due to his act or omission;
 - (b) if the goods or part of the goods have perished or deteriorated as a result of the examination provided for in article 38; or
 - (c) if the goods or part of the goods have been sold in the normal course of business or have been consumed or

- (2) 如當事人未履行義務係因其所雇傭履行契約全部或一部之第三人不履行義務所致，該當事人僅於下列況下始能責任：
- (a) 其可依照前項規定免除責任；及
 - (b) 假如該項規定亦適用於其所雇傭之人，該人亦同被免除責任。
- (3) 本條規定之免責僅對阻礙存在之期間具有效力。
- (4) 未履行義務之一方必須將阻礙及其對他履行義務能力之影響通知另一方。如該項通知於未履行義務之一方已知或理應知道該一阻礙後一合理時間內仍未為另一方收到，則其對因另一方未收到通知而造成之損害應負賠償責任。
- (5) 本條規定不妨礙任何一方行使本公約所規定之損害賠償以外之任何權利。

第 80 條

一方當事人因其作為或不作為而使另一方當事人無法履行義務時，不得主張該另一方當事人未履行義務。

第五節 宣告契約無效之效果

第 81 條

- (1) 宣告契約無效解除雙方於契約之義務，然應負責任何損害賠償者，仍應負責。宣告契約無效不影響契約有關解決爭端之任何規定，亦不影響契約中有關雙方於宣告契約無效後之權利及義務之任何其他規定。
- (2) 已全部或部分履行契約之一方，得要求另一方歸還其依照契約供應之貨物或支付之價款。如雙方都須歸還，其必須同時如此為之。

第 82 條

- (1) 買方如不可能依實際收到貨物之原狀歸還貨物，其即喪失宣告契約無效或要求賣方交付替代貨物之權利。
- (2) 前項規定不適用於以下情況：
 - (a) 如不可能歸還貨物或不可能依實際收到貨物之原狀歸還貨物，並非因買方之作為或不作為所致；或
 - (b) 如貨物或其中一部分之腐壞或變質，係因依照第 38 條規定進行檢驗所致；或
 - (c) 如貨物或其中一部分，於買方發現或理應發現不具同一性前，已為買

transformed by the buyer in the course normal use before he discovered or ought to have discovered the lack of conformity.

方於正常營業過程中予以出售，或在正常使用過程中予以消費或改變。

Article 83

A buyer who has lost the right to declare the contract avoided or to require the seller to deliver substitute goods in accordance with article 82 retains all other remedies under the contract and this Convention.

第 83 條

買方雖依第 82 條規定喪失宣告契約無效或主張賣方交付替代貨物之權利，然依據契約及本公約規定，其仍保有採取一切其他救濟措施之權利。

Article 84

- (1) If the seller is bound to refund the price, he must also pay interest on it, from the date on which the price was paid.
- (2) The buyer must account to the seller for all benefits which he has derived from the goods or part of them:
 - (a) if he must make restitution of the goods or part of them; or
 - (b) if it is impossible for him to make restitution of all or part of the goods or to make restitution of all or part of the goods substantially in the condition in which he received them, but he has nevertheless declared the contract avoided or required the seller to deliver substitute goods.

第 84 條

- (1) 如賣方有義務歸還價款，其必須同時從支付價款之日起支付價款利息。
- (2) 於下列情況，買方必須向賣方說明其從貨物或其中一部分所獲得之一切利益：
 - (a) 如其必須歸還貨物或其中一部分；或
 - (b) 如其不可能歸還全部或部分貨物，或不可能依實際收到貨物之原狀歸還全部或部分貨物，然其已宣告契約無效或已要求賣方交付替代貨物。

Section VI - Preservation of the goods

第六節 貨物之保全

Article 85

If the buyer is in delay in taking delivery of the goods or, where payment of the price and delivery of the goods are to be made concurrently, if he fails to pay the price, and the seller is either in possession of the goods or otherwise able to control their disposition, the seller must take such steps as are reasonable in the circumstances to preserve them. He is entitled to retain them until he has been reimbursed his reasonable expenses by the buyer.

第 85 條

如買方受領貨物遲延，或於支付價款及交付貨物應同時履行時，買方未支付價款，而賣方仍擁有該貨物或仍能控制該貨物之處置權時，賣方必須視情採取合理措施，以保全貨物。其有權保有該貨物直至買方將其所應付之合理費用償還為止。

Article 86

- (1) If the buyer has received the goods and intends to exercise any right under the contract or this Convention to reject them, he must take such steps to preserve them as are reasonable in the circumstances. He is entitled to retain them until he has been reimbursed his reasonable expenses by the seller.
- (2) If goods dispatched to the buyer have been placed at his disposal at their destination and he exercises the right to reject them, he must take possession of them on behalf of the seller, provided that this can be done without payment of the price and without unreasonable inconvenience or unreasonable expense. This provision does not apply if the seller or a person authorized to take charge of the goods on his behalf is present at the destination. If the buyer takes possession of the goods under this paragraph, his rights and obligations are

第 86 條

- (1) 如買方已收到貨物，然意欲行使契約或本公約規定之任何權利，將貨物退回，其必須視情採取合理措施，以保全貨物。其有權保有該貨物直至賣方將其所應付之合理費用償還為止。
- (2) 如發運給買方之貨物已到達目的地，並交給買方處置，而買方行使退貨權利，則買方必須代表賣方收取貨物，然不以其如此為之，需要支付價款且會使其遭受不合理不便或需承擔不合理費用者為限。如賣方或授權代表其掌管貨物之人亦在目的地，則此規定不適用之。如買方依據本項規定收取貨物，其權利及義務與前項規定相同。

governed by the preceding paragraph.

Article 87

A party who is bound to take steps to preserve the goods may deposit them in a warehouse of a third person at the expense of the other party provided that the expense incurred is not unreasonable.

Article 88

- (1) A party who is bound to preserve the goods in accordance with article 85 or 86 may sell them by any appropriate means if there has been an unreasonable delay by the other party in taking possession of the goods or in taking them back or in paying the price or the cost of preservation, provided that reasonable notice of the intention to sell has been given to the other party.
- (2) If the goods are subject to rapid deterioration or their preservation would involve unreasonable expense, a party who is bound to preserve the goods in accordance with article 85 or 86 must take reasonable measures to sell them. To the extent possible he must give notice to the other party of his intention to sell.
- (3) A party selling the goods has the right to retain out of the proceeds of sale an amount equal to the reasonable expenses of preserving the goods and of selling them. He must account to the other party for the balance.

PART IV - Final Provisions

Article 89

The Secretary-General of the United Nations is hereby designated as the depositary for this Convention.

Article 90

This Convention does not prevail over any international agreement which has already been or may be entered into and which contains provisions concerning the matters governed by this Convention, provided that the parties have their places of business in States parties to such agreement.

Article 91

- (1) This Convention is open for signature at the concluding meeting of the United Nations Conference on Contracts for the International Sale of Goods and will remain open for signature by all States at the Headquarters of the United Nations, New York until 30 September 1981.
- (2) This Convention is subject to ratification, acceptance or approval by the signatory States.
- (3) This Convention is open for accession by all States which are

第 87 條

有義務採取措施以保全貨物之一方當事人，可將貨物寄存於第三人之倉庫，由另一方當事人擔負費用，然該項費用必須合理。

第 88 條

- (1) 如另一方當事人於受領貨物或收回貨物或支付價款或保全貨物費用方面有不合理之遲延，依照第 85 條或第 86 條規定有義務保全貨物之一方當事人，可採取任何適當措施，將貨物出售，但必須事前向另一方當事人發出合理之意向通知。
- (2) 如貨物易於迅速腐壞，或貨物之保全牽涉到不合理費用，則依第 85 條或第 86 條規定有義務保全貨物之一方當事人，必須採取合理措施，將貨物出售。於可能範圍內，其必須把出售貨物之意圖通知另一方當事人。
- (3) 出售貨物之一方當事人，有權從買賣所得收入中扣減為保全貨物及買賣貨物而支付之合理費用。其必須向另一方當事人說明所餘款項。

第四部分 最後條款

第 89 條

謹指定聯合國秘書長為本公約保存人。

第 90 條

本公約不優先適用於業已締結或可能締結並載有與屬於本公約範圍內事項有關條款之任何國際協定，然以雙方當事人之營業地均在該定之締約國內為限。

第 91 條

- (1) 本公約於聯合國國際貨物買賣契約會議開幕會議上開放簽署，並在紐約聯合國總部繼續開放簽署，直至 1981 年 9 月 30 日為止。
- (2) 本公約須經簽署國批准、接受或核准。
- (3) 本公約從開放簽署之日起開放給所有

- not signatory States as from the date it is open for signature.
- (4) Instruments of ratification, acceptance, approval and accession are to be deposited with the Secretary-General of the United Nations.

Article 92

- (1) A Contracting State may declare at the time of signature, ratification, acceptance, approval or accession that it will not be bound by Part II of this Convention or that it will not be bound by Part III of this Convention.
- (2) A Contracting State which makes a declaration in accordance with the preceding paragraph in respect of Part II or Part III of this Convention is not to be considered a Contracting State within paragraph (1) of article 1 of this Convention in respect of matters governed by the Part to which the declaration applies.

Article 93

- (1) If a Contracting State has two or more territorial units in which, according to its constitution, different systems of law are applicable in relation to the matters dealt with in this Convention, it may, at the time of signature, ratification, acceptance, approval or accession, declare that this Convention is to extend to all its territorial units or only to one or more of them, and may amend its declaration by submitting another declaration at any time.
- (2) These declarations are to be notified to the depositary and are to state expressly the territorial units to which the Convention extends.
- (3) If, by virtue of a declaration under this article, this Convention extends to one or more but not all of the territorial units of a Contracting State, and if the place of business of a party is located in that State, this place of business, for the purposes of this Convention, is considered not to be in a Contracting State, unless it is in a territorial unit to which the Convention extends.
- (4) If a Contracting State makes no declaration under paragraph (1) of this article, the Convention is to extend to all territorial units of that State.

Article 94

- (1) Two or more Contracting States which have the same or closely related legal rules on matters governed by this Convention may at any time declare that the Convention is not to apply to contracts of sale or to their formation where the parties have their places of business in those States. Such declarations may be made jointly or by reciprocal unilateral declarations.
- (2) A Contracting State which has the same or closely related legal rules on matters governed by this Convention as one or more non-Contracting States may at any time declare that the Convention is not to apply to contracts of sale or to their formation where the parties have their places of business in

非簽署國加入。

- (4) 批准書、接受書、核准書及加入書應送交聯合國秘書長存放。

第 92 條

- (1) 締約國可於簽署、批准、接受、核准或加入時聲明其不受本公約第二部分的約束或不受本公約第三部分之約束。
- (2) 依前項規定就本公約第二部分或第三部分做出聲明之締約國，於該聲明適用部分所規定事項上，不得視為本公約第 1 條第(1)項範圍內之締約國。

第 93 條

- (1) 如締約國擁有二或以上之領域，且依照該國憲法規定，各領域對本公約所規定事項可適用不同法律制度，則該國得在簽署、批准、接受、核准或加入時聲明本公約適用於該國全部領域或僅適用於其中某一或數領域，且可隨時提出另一聲明以修改其所為之聲明。
- (2) 該聲明應通知保存人，且明確地說明適用本公約之領域範圍。
- (3) 如依據本條做出之聲明，本公約適用於締約國之一或數而非全部領域，且一方當事人之營業地位於該締約國內，則為本公約之目的，該營業地除位於本公約適用之領域內，否則視為不在締約國內。
- (4) 如締約國未依本條第(1)項做出聲明，則本公約適用於該國所有領域。

第 94 條

- (1) 屬於本公約範圍事項具有相同或非常近似法律規則之二或二以上之締約國，可隨時聲明本公約不適用於營業地位於該締約國內之當事人間之買賣契約，亦不適用於該之訂立。該聲明可聯合為之，亦可以相互單方聲明之方式為之。
- (2) 屬於本公約範圍事項具有與一或一以上非締約國相同或非常近似法律規則之締約國，可隨時聲明本公約不適用於營業地位於該非締約國內之當事人間之買賣契約，亦不適用於該契約之訂立。

those States.

- (3) If a State which is the object of a declaration under the preceding paragraph subsequently becomes a Contracting State, the declaration made will, as from the date on which the Convention enters into force in respect of the new Contracting State, have the effect of a declaration made under paragraph (1), provided that the new Contracting State joins in such declaration or makes a reciprocal unilateral declaration.

Article 95

Any State may declare at the time of the deposit of its instrument of ratification, acceptance, approval or accession that it will not be bound by subparagraph (1)(b) of article 1 of this Convention.

Article 96

A Contracting State whose legislation requires contracts of sale to be concluded in or evidenced by writing may at any time make a declaration in accordance with article 12 that any provision of article 11, article 29, or Part II of this Convention, that allows 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, does not apply where any party has his place of business in that State.

Article 97

- (1) Declarations made under this Convention at the time of signature are subject to confirmation upon ratification, acceptance or approval.
- (2) Declarations and confirmations of declarations are to be in writing and be formally notified to the depositary.
- (3) A declaration takes effect simultaneously with the entry into force of this Convention in respect of the State concerned. However, a declaration of which the depositary receives formal notification after such entry into force takes effect on the first day of the month following the expiration of six months after the date of its receipt by the depositary. Reciprocal unilateral declarations under article 94 take effect on the first day of the month following the expiration of six months after the receipt of the latest declaration by the depositary.
- (4) Any State which makes a declaration under this Convention may withdraw it at any time by a formal notification in writing addressed to the depositary. Such withdrawal is to take effect on the first day of the month following the expiration of six months after the date of the receipt of the notification by the depositary.
- (5) A withdrawal of a declaration made under article 94 renders inoperative, as from the date on which the withdrawal takes effect, any reciprocal declaration made by another State under that article.

- (3) 依據前項所為聲明對象之國家如爾後成為締約國，該聲明自本公約對該新締約國生效之日起，具有依據第(1)項所為聲明之效力，然以該新締約國加入該聲明，或做出相互單方聲明者為限。

第 95 條

任何國家於交存其批准書、接受書、核准書或加入書時，可聲明其不受本公約第 1 條第(1)項(b)款之約束。

第 96 條

如任何一方當事人營業地位於該締約國內，而該國法律規定買賣契約必須以書面訂立或書面證明之締約國，可隨時依第 12 條規定，聲明本公約第 11 條、第 29 條或第二部分准許買賣契約或其更改或依據協定終止，或任何要約、承諾或其他意思表示得以書面以外之任何方式做出之任何規定不予適用。

第 97 條

- (1) 依據本公約規定於簽署時所為之聲明，須在批准、接受或核准時加以確認。
- (2) 聲明及聲明之確認，應以書面為之，並應正式通知保存人。
- (3) 聲明在本公約對有關國家開始生效時同時生效。然保存人於該生效後收到正式通知之聲明，應於保存人收到聲明之日起六個月後之次月首日生效。依據第 94 條規定所為之相互單方聲明，應於保存人收到最後一份聲明之日起六個月後之次月首日生效。
- (4) 依據本公約規定做出聲明之任何國家可隨時以書面正式通知保存人撤回該項聲明。該撤回於保存人收到通知之日起六個月後之次月首日生效。
- (5) 撤回依據第 94 條所做出之聲明，自撤回生效之日起，即會使另一國家依據該條所為之任何相互聲明失效。

Article 98

No reservations are permitted except those expressly authorized in this Convention.

Article 99

- (1) This Convention enters into force, subject to the provisions of paragraph (6) of this article, on the first day of the month following the expiration of twelve months after the date of deposit of the tenth instrument of ratification, acceptance, approval or accession, including an instrument which contains a declaration made under article 92.
- (2) When a State ratifies, accepts, approves or accedes to this Convention after the deposit of the tenth instrument of ratification, acceptance, approval or accession, this Convention, with the exception of the Part excluded, enters into force in respect of that State, subject to the provisions of paragraph (6) of this article, on the first day of the month following the expiration of twelve months after the date of the deposit of its instrument of ratification, acceptance, approval or accession.
- (3) A State which ratifies, accepts, approves or accedes to this Convention and is a party to either or both the Convention relating to a Uniform Law on the Formation of Contracts for the International Sale of Goods done at The Hague on 1 July 1964 (1964 Hague Formation Convention) and the Convention relating to a Uniform Law on the International Sale of Goods done at The Hague on 1 July 1964 (1964 Hague Sales Convention) shall at the same time denounce, as the case may be, either or both the 1964 Hague Sales Convention and the 1964 Hague Formation Convention by notifying the Government of the Netherlands to that effect.
- (4) A State party to the 1964 Hague Sales Convention which ratifies, accepts, approves or accedes to the present Convention and declares or has declared under article 52 that it will not be bound by Part II of this Convention shall at the time of ratification, acceptance, approval or accession denounce the 1964 Hague Sales Convention by notifying the Government of the Netherlands to that effect.
- (5) A State party to the 1964 Hague Formation Convention which ratifies, accepts, approves or accedes to the present Convention and declares or has declared under article 92 that it will not be bound by Part III of this Convention shall at the time of ratification, acceptance, approval or accession denounce the 1964 Hague Formation Convention by notifying the Government of the Netherlands to that effect.
- (6) For the purpose of this article, ratifications, acceptances, approvals and accessions in respect of this Convention by States parties to the 1964 Hague Formation Convention or to the 1964 Hague Sales Convention shall not be effective until such denunciations as may be required on the part of those States in respect of the latter two Conventions have themselves become effective. The depositary of this Convention shall consult with the Government of the Netherlands, as the depositary of the 1964 Conventions, so as to ensure necessary co-ordination in this respect.

第 98 條

除本公約明文許可之保留外，不得作任何保留。

第 99 條

- (1) 於本條第(6)項規定之條件下，本公約於第十件批准書、接受書、核准書或加入書、包括載有依據第 92 條規定所為之聲明文書交存之日起 12 個月後之次月首日生效。
- (2) 於本條第(6)項規定之條件下，對於在第十件批准書、接受書、核准書或加入書交存後才批准、接受、核准或加入本公約之國家，本公約於該國交存其批准書、接受書、核准書或加入本公約之國家，本公約在該國交存其批准書、接受書、核准書或加入書之日起 12 個月後之次月首日對該國生效，但不適用之部分除外。
- (3) 批准、接受、核准或加入本公約之國家，如為 1964 年 7 月 1 日在海牙簽訂關於國際貨物買賣契約方式統一法公約(1964 年海牙契約方式公約)及 1964 年 7 月 1 日在海牙簽訂之關於國際貨物買賣統一法公約(1964 年海牙貨物買賣公約)中一或兩公約之締約國，應視情況同時通知荷蘭政府聲明退出 1964 年海牙貨物買賣公約或 1964 年海牙契約方式公約或退出該二公約。
- (4) 凡為 1964 年海牙貨物買賣公約締約國並批准、接受、核准或加入本公約及依據第 92 條規定聲明或業已聲明不受本公約第二部分約束的國家，應於批准、接受、核准或加入時通知荷蘭政府聲明退出 1964 年海牙貨物買賣公約。
- (5) 凡為 1964 年海牙契約方式公約締約國並批准、接受、核准或加入本公約及依據第 92 條規定聲明或業已聲明不受本公約第三部分約束的國家，應於批准、接受、核准或加入時通知荷蘭政府聲明退出 1964 年海牙契約方式公約。
- (6) 為本條之目的，1964 年海牙契約方式公約或 1964 年海牙貨物買賣公約之締約國之批准、接受、核准或加入本公約，應於該國家依照規定退出該兩公約生效後方始生效。本公約保存人應與 1964 年兩公約之保存人荷蘭政府進行協商，以確保在此方面進行必要的協調。

Article 100

- (1) This Convention applies to the formation of a contract only when the proposal for concluding the contract is made on or after the date when the Convention enters into force in respect of the Contracting States referred to in subparagraph (1)(a) or the Contracting State referred to in subparagraph (1)(b) of article 1.
- (2) This Convention applies only to contracts concluded on or after the date when the Convention enters into force in respect of the Contracting States referred to in subparagraph (1)(a) or the Contracting State referred to in subparagraph (1)(b) of article 1.

Article 101

- (1) A Contracting State may denounce this Convention, or Part II or Part III of the Convention, by a formal notification in writing addressed to the depositary.
- (2) The denunciation takes effect on the first day of the month following the expiration of twelve months after the notification is received by the depositary. Where a longer period for the denunciation to take effect is specified in the notification, the denunciation takes effect upon the expiration of such longer period after the notification is received by the depositary.

DONE at Vienna, this day of eleventh day of April, one thousand nine hundred and eighty, in a single original, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized by their respective Governments, have signed this Convention.

第 100 條

- (1) 本公約適用於契約之方式，然以訂立該契約提議係在本公約對第 1 條第(1)項(a)款所指締約國或第 1 條第(1)項(b)款所指締約國生效之日或其後作出者為限。
- (2) 本公約僅適用於在其對第 1 條第(1)項(a)款所指締約國或第 1 條第(1)項(b)款所指締約國生效之日或其後訂立之契約。

第 101 條

- (1) 締約國可以書面正式通知保存人聲明退出本公約，或本公約第二部分或第三部分。
- (2) 退出於保存人收到通知十二個月後之次月首日起生效。凡通知內訂明一比退出生效日期之更長時間，則退出於保存人收到通知後之該更長時間期滿時起生效。

1984 年 4 月 11 日訂於維也納，正本一份，其阿拉伯文本、中文本、英文本、法文本、俄文本及西班牙文本均具同等效力。

下列全權代表，經各自政府正式授權，在本公約上簽署，以資證明。