

1964年國際貨物買賣契約成立統一法公約

1964年7月1日訂於海牙

Convention Relating to a Uniform Law on the Formation of Contracts for the International Sale of Goods, 1964

(The Hague, 1 July 1964)

ULFC-1964

The States signatory to the present Convention, Desiring to establish a uniform law on the formation of contracts for the international sale of goods, Have resolved to conclude a convention to this effect and have agreed upon the following provisions:

本公約各締約國，期待建立一國際貨物買賣契約成立統一法，決議締結本公約，並同意下列規定：

Article I

1. Each Contracting State undertakes to incorporate into its own legislation, in accordance with its constitutional procedure, not later than the date of the entry into force of the present Convention in respect of that State, the Uniform Law on the Formation of Contracts for the International Sale of Goods (hereinafter referred to as "the Uniform Law") forming Annex I to the present Convention.
2. Each Contracting State may incorporate the Uniform Law into its own legislation either in one of the authentic texts or in a translation into its own language or languages.
3. Each Contracting State which is also a Contracting State to the Convention dated the 1st day of July 1964 relating to a Uniform Law on the International Sale of Goods shall incorporate into its legislation the Articles set forth in Annex II to the present Convention in place of Articles 1 and 4 as set forth in Annex I to the present Convention.
4. Each Contracting State shall communicate to the Government of the Netherlands the texts which it has incorporated into its legislation to give effect to the present Convention.

第 1 條

1. 各締約國依各自憲法程序將本公約併入該國立法中，其不得晚於該公約生效日期。國際貨物買賣契約成立統一法(簡稱「契約成立統一法」)作為本公約附件一。
2. 各締約國得將契約成立統一法納入其本國立法中，並得翻譯成本國任一或多種文字。
3. 同時為 1964 年 7 月 1 日國際貨物買賣統一法公約之締約國應將本公約附件二對附件一第 1 條及第 4 條之說明併入其本國立法中。
4. 各締約國應將已併入本國立法中之文本通知荷蘭政府。

Article II

1. Two or more Contracting States may declare that they agree not to consider themselves as different States for the purpose of the requirements as to place of business or habitual residence laid down in paragraphs 1 and 2 of Article 1 of the Uniform Law, because they apply to the formation of contracts of sale which in the absence of such a declaration would be governed by the Uniform Law the same or closely related legal rules.
2. Any Contracting State may declare that it does not consider one

第 2 條

1. 就統一法第 1 條第 1 及 2 項所要求之地點或慣居地而言，二或二以上國家可經由聲明，其同意不將其作為不同國家處理，如無此聲明，其所適用之買賣契約成立應受與統一法相同或相近法律之拘束。
2. 為本公約所需目的，為符合本條第 1

or more non-Contracting States as different States from itself for the purpose of the requirements of the Uniform Law which are referred to in paragraph 1 of this Article, because such States apply to the formation of contracts of sale which in the absence of such a declaration would be governed by the Uniform Law legal rules which are the same as or closely related to its own.

3. If a State which is the object of a declaration made under paragraph 2 of this Article subsequently ratifies or accedes to the present Convention, the declaration shall remain in effect unless the ratifying or acceding State declares that it cannot accept it.
4. Declarations under paragraphs 1, 2 or 3 of this Article may be made by the State concerned at the time of the deposit of its instrument of ratification of or accession to the present Convention or at any time thereafter and shall be addressed to the Government of the Netherlands. The declaration shall take effect three months after the date of its receipt by the Government of the Netherlands or, if at the end of this period the present Convention has not yet entered into force in respect of the State concerned, at the date of such entry into force.

Article III

By way of derogation from Article 1 of the Uniform Law, any State may, at the time of the deposit of its instrument of ratification of or accession to the present Convention, declare by a notification addressed to the Government of the Netherlands that it will apply the Uniform Law only if each of the parties to the contract of sale has his place of business or, if he has no place of business, his habitual residence in the territory of a different Contracting State, and in consequence may insert the word "Contracting" before the word "States" where the latter word first occurs in paragraph 1 of Article 1 of the Uniform Law.

Article IV

1. Any State which has previously ratified or acceded to one or more Conventions on conflict of laws in respect of the formation of contracts for the international sale of goods may, at the time of the deposit of its instrument of ratification of or accession to the present Convention, declare by a notification addressed to the Government of the Netherlands that it will apply the Uniform Law in cases governed by one of those previous Conventions only if that Convention itself requires the application of the Uniform Law.
2. Any State which makes a declaration under paragraph 1 of this Article, shall inform the Government of the Netherlands of the Convention or the Conventions referred to in that declaration.

Article V

Any State which has made a declaration under paragraphs 1 or 2 of Article II, Article III, or Article IV of the present Convention may withdraw it at any time by a notification addressed to the Government of the Netherlands. Such withdrawal shall take effect three months after the date of the receipt of the notification by the

項所規定為統一法本身要求之目的，任一締約國均可藉由聲明，將一或一以上之非締約國作為與其相異國家處理，如其知道同這些國家進行買賣時，如無此聲明，由統一法規範之契約成立所適用法律，受與本國相同或相近法律之拘束。

3. 如某國係本條第 2 項所為聲明之對象，而後來批准或加入本公約，該項聲明仍然有效，但該批准國或加入國聲明其不接受者除外。
4. 依據本條第 1、2 或 3 項所涉及之聲明，須由有關國家交存本公約批准書或加入書時提出，亦可於以後任何時間提出，並應送交荷蘭政府。該聲明應於荷蘭政府收到之日起 3 個月後生效，如該期限屆滿時，該公約尚未在該國生效，則在本公約對該國生效之日起生效。

第 3 條

為降低契約成立統一法第 1 條之效力，任何國家均可於交存本公約批准書或加入書時聲明，僅買賣契約當事人於不同國家領土設有營業所，或無營業所，則設有慣居地時，始適用本統一法，從而可於統一法第 1 條 1 項首次出現之“國家”一詞前面冠以“締約”乙詞。

第 4 條

1. 之前曾批准或接受一或數個國際貨物買賣衝突法公約之國家，可於向荷蘭政府遞交對本公約之批准書或接受書時聲明，於受先前公約之一拘束之情況下，僅於先前公約本身要求適用買賣統一法時，才適用本法。
2. 依據本條第 1 項提出聲明之國家，應將聲明所涉及之一或數個公約通知荷蘭政府。

第 4 條

凡依據第 1 條第 1、2 項、第 2、3、4 條提出聲明之國家，可以通知荷蘭政府之方式撤回其聲明。該撤回聲明於荷蘭政府接獲通知三個月後生效。依據第 2 條第 1 項聲明時，自撤回生效日

Government of the Netherlands and, in the case of a declaration made under paragraph 1 of Article II, shall also render inoperative, as from the date when the withdrawal takes effect any reciprocal declaration made by another State.

Article VI

1. The present Convention shall remain open for signature until the 31st day of December 1965 by the States represented at the Hague Conference of 1964 on the Unification of Law governing the International Sale of Goods.
2. The present Convention shall be ratified.
3. The instruments of ratification shall be deposited with the Government of the Netherlands.

Article VII

1. The present Convention shall be open to accession by all States members of the United Nations or any of its Specialized Agencies.
2. The instruments of accession shall be deposited with the government of the Netherlands.

Article VIII

1. The present Convention shall come into force six months after the date of the deposit of the fifth instrument of ratification or accession.
2. In respect of a State that ratifies or accedes to the present Convention after the deposit of the fifth instrument of ratification or accession, the Convention shall come into force six months after the date of the deposit of its instrument of ratification or accession.

Article IX

Each Contracting State shall apply the provisions incorporated into its legislation in pursuance of the present Convention to offers, replies and acceptances to which the Uniform Law applies and which are made on or after the date of the entry into force of the Convention in respect of that State.

Article X

1. Any Contracting State may denounce the present Convention by notifying the Government of the Netherlands to that effect.
2. The denunciation shall take effect twelve months after receipt of the notification by the Government of the Netherlands.

Article XI

1. Any State may, at the time of the deposit of its instrument of ratification or accession or at any time thereafter, declare, by

起，另一國家所提出之對等聲明不生效力。

第 6 條

1. 本公約繼續為 1964 年國際貨物買賣統一法公約海牙會議參加國開放簽字，以迄 1964 年 12 月 31 日止。
2. 本公約須經批准。
3. 批准書應交存荷蘭政府。

第 7 條

1. 本公約向聯合國所有會員國及其的任何專門機構開放，這些國家或機構可加入本公約。
2. 加入書應交存荷蘭政府。

第 8 條

1. 本公約於收到第 5 份批准書或加入書 6 個月後生效。
2. 對於已交存第 5 份批准書或加入書後才批准加入本公約之國家，本公約於該國交存其批准書或加入書之日起第 6 個月後生效。

第 9 條

於公約實施後，適用統一法及依統一法所發出之要約、認諾及接受，或公約於該國生效後之要約、認諾及接受，該國將適用於併入本國立法之規定。

第 10 條

1. 締約國可通知荷蘭政府退出本公約。
2. 退出公約之通知於荷蘭政府接獲該通知 12 個月後生效。

第 11 條

1. 任何國家可於交存批准書或加入書時或其後任何時候聲明，本公約適

means of a notification addressed to the Government of the Netherlands, that the present Convention shall be applicable to all or any of the territories for whose international relations it is responsible. Such a declaration shall take effect six months after the date of receipt of the notification by the Government of the Netherlands, or, if at the end of that period the Convention has not yet come into force, from the date of its entry into force.

2. Any Contracting State which has made a declaration pursuant to paragraph 1 of this Article may, in accordance with Article X, denounce the Convention in respect of all or any of the territories concerned.

Article XII

1. After the present Convention has been in force for three years, any Contracting State may, by a notification addressed to the Government of the Netherlands, request the convening of a conference for the purpose of revising the Convention or its Annexes. Notice of this request shall be given to all Contracting States by the Government of the Netherlands which shall convene a conference for the purpose of such revision if, within a period of six months from the date of such notice, at least one quarter of the Contracting States notify the said Government of their agreement with the request.
2. States invited to the conference, other than Contracting States, shall have the status of observers unless the Contracting States at the conference decide otherwise by a majority vote. Observers shall have all rights of participation except that of voting.
3. The Government of the Netherlands shall request all States invited to the conference to submit such proposals as they may wish the conference to examine. The Government of the Netherlands shall notify all States invited of the provisional agenda for the conference and of the texts of all the proposals which have been submitted.
4. The Government of the Netherlands shall communicate to the International Institute for the Unification of Private Law the proposals concerning revision submitted to it in accordance with paragraph 3 of this Article.

Article XIII

The Government of the Netherlands shall notify the Signatory and Acceding States and the International Institute for the Unification of Private Law of:

- (a) the communications received in accordance with paragraph 4 of Article I;
- (b) the declarations and notifications made in accordance with Articles II, III IV and V;
- (c) the ratifications and accessions deposited in accordance with Articles VI and VII;
- (d) the dates on which this Convention will come into force in accordance with Article VIII;
- (e) the denunciations received in accordance with Article X;
- (f) the notifications received in accordance with Article XI.

用於國際關係方面由其負責之所有或任何領區。此項聲明應在荷蘭政府接獲通知書之日起 6 個月後生效，如於該期限內本公約尚未生效，則從本公約生效之日起生效。

2. 凡依本條第 1 項提出聲明之締約國，於依據第 10 條退出本公約時，應使其所有領區均退出本公約。

第 12 條

1. 本公約生效 3 年後，任一締約國可向荷蘭政府提出召開會議修改本公約或其附件之請求。荷蘭政府應將該請求通知所有締約國，如於此項通知之日起 6 個月內，有四分之一締約國同意該請求，則應召開會議對公約進行修改。
2. 締約國外被邀請參加會議國家之代表，享有觀察員資格，然會議上經多數締約國表決而有另行規定者除外。觀察員享有除表決權以外之一切權力。
3. 荷蘭政府應要求所有被邀請與會之國家，提出其願意提交會議審查之提案。荷蘭政府應將會議臨時議程及向會議提出之所有提案文本通知所有受邀請之國家。
4. 荷蘭政府應將依據本條第 3 項提出有關修改公約之提案，通知統一國際私法協會。

第 13 條

荷蘭政府應將下列事項通知各簽署國、加入國及統一國際私法協會：

- (a) 依據第 1 條第 4 項所收到之通知書；
- (b) 依據第 2、3、4、5 條所提出之聲明書及通知書；
- (c) 依據第 6 及 7 條交存之批准書及加入書；
- (d) 依據第 8 條規定之本公約生效日期；
- (e) 依據第 10 條所收到之退出公約聲明書；
- (f) 依據第 11 條所收到之通知書。

In WITNESS WHEREOF the undersigned, duly authorized, have signed the present Convention.

DONE at THE HAGUE, this first day of July one thousand nine hundred and sixty-four, in the French and English languages, both texts being equally authentic.

The original of the present Convention shall be deposited with the Government of the Netherlands, which shall furnish certified copies to each of the Signatory and Acceding States and to the International Institute for the Unification of Private Law.

經正式授權之簽署人於本公約上簽署，以昭信守。

1964年7月1日訂於海牙。本公約以法文及英文作成，均具同等效力。

本公約正本存放於荷蘭政府，荷蘭政府應將核對無誤之副本發送任一簽署國、加入國及統一國際私法協會。

ANNEX I

Uniform Law on the Formation of Contracts for the International Sale of Goods

Article 1

1. The present Law shall apply to the formation of contracts of sale of goods entered into by parties whose places of business are in the territories of different States, in each of the following cases:
 - (a) where the offer or the reply relates to goods which are in the course of carriage or will be carried from the territory of one State to the territory of another;
 - (b) where the acts constituting the offer and the acceptance are effected in the territories of different States;
 - (c) where delivery of the goods is to be made in the territory of a State other than that within whose territory the acts constituting the offer and the acceptance are effected.
2. Where a party does not have a place of business, reference shall be made to his habitual residence.
3. The application of the present Law shall not depend on the nationality of the parties.
4. Offer and acceptance shall be considered to be effected in the territory of the same State only if the letters, telegrams or other documentary communications which contain them are sent and received in the territory of that State.
5. For the purpose of determining whether the parties have their places of business or habitual residences in "different States", any two or more States shall not be considered to be "different States" if a valid declaration to that effect made under Article II of the Convention dated the 1st day of July 1964 relating to a Uniform Law on the Formation of Contracts for the International Sale of Goods is in force in respect of them.
6. The present Law shall not apply to the formation of contracts of sale:
 - (a) of stocks, shares, investment securities, negotiable instruments or money;
 - (b) of any ship, vessel or aircraft, which is or will be subject to registration;
 - (c) of electricity;
 - (d) by authority of law or on execution or distress.
7. Contracts for the supply of goods to be manufactured or produced shall be considered to be sales within the meaning of the present Law, unless the party who orders the goods undertakes to supply an essential and substantial part of the

附件一

國際貨物買賣契約成立統一法

第 1 條

1. 本法適用於營業地於不同國家之當事人間所訂立之貨物買賣契約，本法適用於下列情況之一：
 - (a) 凡涉及依據要約或承諾正從一國運往另一國之貨物，或將要從一國運往另一國之貨物；
 - (b) 如要約及承諾之行為係在不同國家領土內完成者；
 - (c) 凡於一國領土內交貨，而要約及承諾係在不同國家完成。
2. 如當事人無營業所，上述規定適用於慣居地。
3. 於適用本法時，不予考慮當事人之國籍。
4. 以信件、電報或其他通訊方式所發出之要約或承諾係在同一國領土內發出或送達，始能認為該要約及承諾係在該國完成。
5. 於確定當事人是否於不同國家設有營業所或慣居地時，如已聲明 1964 年 7 月 1 日國際貨物買賣契約成立統一法公約第 2 條對其有效時，則任何二或二以上國家均不得視為“不同國家”。
6. 本法不適用於下列買賣契約之成立：
 - (a) 公債、股票、流通證券或貨幣；
 - (b) 已登記或即將登記之船舶及飛機；
 - (c) 電力；
 - (d) 基於法律或授權或執行命令。
7. 供應尚在製造或生產之貨物之買賣契約屬本法範圍之買賣契約，然以訂貨當事人保證供應該製造生產所需之大部分重要材料者為限。

materials necessary for such manufacture or production.

8. The present Law shall apply regardless of the commercial or civil character of the parties or of the contracts to be concluded.
 9. Rules of private international law shall be excluded for the purpose of the application of the present Law, subject to any provision to the contrary in the said Law.
8. 於適用本法時，不考慮當事人商業或民事特徵。
 9. 為本法適用目的，國際私法規範圍應予排除，然與本法有抵觸為限。

Article 2

1. The provisions of the following Articles shall apply except to the extent that it appears from the preliminary negotiations, the offer, the reply, the practices which the parties have established between themselves or usage, that other rules apply.
2. However, a term of the offer stipulating that silence shall amount to acceptance is invalid.

Article 3

An offer or an acceptance need not be evidenced by writing and shall not be subject to any other requirement as to form. In particular, they may be proved by means of witnesses.

Article 4

1. The communication which one person addresses to one or more specific persons with the object of concluding a contract of sale shall not constitute an offer unless it is sufficiently definite to permit the conclusion of the contract by acceptance and indicates the intention of the offeror to be bound.
2. This communication may be interpreted by reference to and supplemented by the preliminary negotiations, any practices which the parties have established between themselves, usage and any applicable legal rules for contracts of sale.

Article 5

1. The offer shall not bind the offeror until it has been communicated to the offeree; it shall lapse if its withdrawal is communicated to the offeree before or at the same time as the offer.
2. After an offer has been communicated to the offeree it can be revoked unless the revocation is not made in good faith or in conformity with fair dealing or unless the offer states a fixed time for acceptance or otherwise indicates that it is firm or irrevocable.
3. An indication that the offer is firm or irrevocable may be express or implied from the circumstances, the preliminary negotiations, any practices which the parties have established between themselves or usage.
4. A revocation of an offer shall only have effect if it has been communicated to the offeree before he has despatched his acceptance or has done any act treated as acceptance under paragraph 2 of Article 6.

第 2 條

1. 除從最初協商、要約、承諾或當事人之間所確立之習慣或慣例中顯示當事人適用其他規則外，以下各條均予適用。
2. 沉默即視為接受之約定應屬無效。

第 3 條

要約或承諾無須以書面證明，亦不受其他形式之拘束，特別是，可由人證予以證明。

第 4 條

1. 凡以訂立買賣契約為目的，向一或一以上特定之人發出訂立契約之提議，除其充分認定表示於承諾之情況下，受要約之拘束，否則不能視為一要約。
2. 以通訊方式之提議，可參照最初之協商、雙方當事人所確立之習慣作法、慣例，及買賣契約所應適用之法律規定予以解決。

第 4 條

1. 未送達到受要約人之要約，對要約人無拘束力。如撤回要約之通知先於要約或同時到達受要約人，要約可撤回。
2. 送達受要約人後之要約，亦可撤回，然以該撤回要約非出於善意或不符合公平交易原則者不能撤回，或於要約中規定承諾日期，或註明確定要約或不得撤回等字樣者即不能撤回。
3. 依據客觀情況、最初協商或當事人間所建立之習慣作法或慣例等，確定要約或不可撤回之表示可為明示或默示。
4. 如撤回要約之通知，於受要約人發出承諾通知前或依據第 6 條第 2 項受要約人作出視為承諾之為前，撤回之要約方能生效。

Article 6

1. Acceptance of an offer consists of a declaration communicated by any means whatsoever to the offeror.
2. Acceptance may also consist of the despatch of the goods or of the price or of any other act which may be considered to be equivalent to the declaration referred to in paragraph 1 of this Article either by virtue of the offer or as a result of practices which the parties have established between themselves or usage.

Article 7

1. An acceptance containing additions, limitations or other modifications shall be a rejection of the offer and shall constitute a counter-offer.
2. However, a reply to an offer which purports to be an acceptance but which contains additional or different terms which do not materially alter the terms of the offer shall constitute an acceptance unless the offeror promptly objects to the discrepancy; if he does not so object, the terms of the contract shall be the terms of the offer with the modifications contained in the acceptance.

Article 8

1. A declaration of acceptance of an offer shall have effect only if it is communicated to the offeror within the time he has fixed or, if no such 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, and usage. In the case of an oral offer, the acceptance shall be immediate, if the circumstances do not show that the offeree shall have time for reflection.
2. If a time for acceptance is fixed by an offeror in a letter or in telegram, it shall be presumed to begin to run from the day the letter was dated or the hour of the day the telegram was handed in for despatch.
3. If an acceptance consists of an act referred to in paragraph 2 of Article 6, the act shall have effect only if it is done within the period laid down in paragraph 1 of the present Article.

Article 9

1. If the acceptance is late, the offeror may nevertheless consider it to have arrived in due time on condition that he promptly so informs the acceptor orally or by despatch of a notice.
2. If, however, the acceptance is communicated late, it shall be considered to have been communicated in due time, if the letter or document which contains the acceptance shows that it has been sent in such circumstances that if its transmission had been normal it would have been communicated in due time, this provision shall not however apply if the offeror has promptly informed the acceptor orally or by despatch of a notice that he considers his offer as having lapsed.

第 6 條

1. 對要約之承諾係將一承諾之聲明不論以何種方式送達給要約人。
2. 承諾可依據要約、或當事人間已確立之習慣作法或慣例或依據本條第 1 項規定，受要約人可作出某行為，如發運貨物，或支付貨款之行為表示承諾。

第 7 條

1. 凡對要約附有條件或修改之承諾，均視為對要約之拒絕，並構成反要約。
2. 然對要約表示承諾，但載有附加或不同條件之承諾，如所載之附加或不同條件，於實質上並不變更該要約之條件，仍構成承諾，然要約人迅速表示反對者除外。如要約人不表示反對，契約條件即以該項要約條件及承諾通知內所載更改為準。

第 8 條

1. 承諾之通知應於規定時間內送達要約人，方為有效。如未規定時間，應於一合理時間內送達，然須適當考慮交易狀況，包括要約人所使用之通訊方法之迅捷程度。對口頭要約應立即接受，如情況不允許，受要約人可以考慮時間。
2. 如承諾時間係在要約、信件、電報內規定，承諾之時間從信件所規定之時間起算或從電報發送之時起算。
3. 如於本條第 1 項所規定之期限內涉及第 6 條第 2 項規定，該承諾行為即為有效。

第 9 條

1. 如承諾延誤，要約人可認為該承諾係在適當時間內到達，如其迅速以口頭或書面將此意見通知受要約人，該遲延承諾仍為有效。
2. 如載有逾期承諾之信件或其他書面文書表明其係在傳遞正常，能及時送達要約人之情況下所發出，則該項逾期承諾具有承諾之效力，然要約人毫不遲延地以口頭或書面通知受要約人，認為他要約已失效者除外。

Article 10

An acceptance cannot be revoked except by a revocation which is communicated to the offeror before or at the same time as the acceptance.

Article 11

The formation of the contract is not affected by the death of one of the parties or by his becoming incapable of contracting before acceptance unless the contrary results from the intention of the parties, usage or the nature of the transaction.

Article 12

1. For the purposes of the present Law, the expression "to be communicated" means to be delivered at the address of the person to whom the communication is directed.
2. Communications provided for by the present Law shall be made by the means usual in the circumstances.

Article 13

1. Usage means any practice or method of dealing, which reasonable persons in the same situation as the parties usually consider to be applicable to the formation of their contract.
2. Where expressions, provisions or forms of contract commonly used in commercial practice are employed, they shall be interpreted according to the meaning usually given to them in the trade concerned.

ANNEX II

Article 1

The present Law shall apply to the formation of contracts of sale of goods which, if they were concluded, would be governed by the Uniform Law on the International Sale of Goods.

Article 4

1. The communication which one person addresses to one or more specific persons with the object of concluding a contract of sale shall not constitute an offer unless it is sufficiently definite to permit the conclusion of the contract by acceptance and indicates the intention of the offeror to be bound.
2. This communication may be interpreted by reference to and supplemented by the preliminary negotiations, any practices which the parties have established between themselves, usage and the provisions of the Uniform Law on the International Sale of Goods.

第 10 條

承諾不能撤回，然以撤回之通知於承諾通知之前或同時送達到要約人者為限。

第 11 條

除依據慣例或交易特點已顯示當事人意圖者外，契約之成立不受當事人一方死亡或於承諾前其不具有訂立契約之行為能力之影響。

第 12 條

1. 為本法之目的，"通知"係指把訊息直接送達被送達人之位址。
2. 本法所規定之通知係指於通常情況下之通知方式。

第 13 條

1. "慣例"係指任何實務上之作法或交易方式，該實務上作法或交易方式為一般處於當事人地位時經常運用於其契約當中。
2. 凡有關契約之術語、規定或形式經常運用於商業實務中，則可依有關貿易之通常含義予以解釋。

附件二

第 1 條

本法適用於受國際貨物買賣統一法所規範之貨物買賣契約。

第 4 條

1. 以訂立契約為目的，向一或一以上特定之人提出建議之書信不構成一要約，僅於充分肯定於承諾情況下訂立契約並充分證明要約人有受其拘束之意思表示，才能成為一有效要約。
2. 該書信可被作為參考及準備協商，亦可作為當事人間已建立之實務作法、慣例及國際貨物買賣統一法之規定予以解釋。