

1964 年國際貨物買賣統一法公約

1964 年 7 月 1 日訂於海牙

Convention relating to a Uniform Law on the International Sale of Goods, 1964

1 July, 1964 Hague

ILIS-1964

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

各締約國，
期待訂立國際貨物買賣統一法，
茲決定締結該公約，並協議以下規定：

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 International Sale of Goods (hereinafter referred to as "the Uniform Law") forming the Annex 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 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. 各締約國應依據憲法程序將本公約併入該國立法中，且不得晚於該公約生效日期。國際貨物買賣統一法簡稱「買賣統一法」，作為本公約附件。
2. 各締約國應將買賣統一法正本翻譯成本國一或數種文字，並納入本國立法。
3. 各締約國應將已併入本國立法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 or business of habitual residence laid down in paragraphs 1 and 2 of Article 1 of the Uniform Law because they apply to sales 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 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 sales 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.

第 2 條

1. 就買賣統一法第 1 條第 1 及 2 項所規定之地點或慣居地而言，二或二以上國家可經由聲明，因其對於如無此項聲明之買賣應受統一法或與統一法相同或近似法律之拘束，同意不將其當作不同國家處理。
2. 就本公約所需目的，任一締約國均可經由聲明，其不將一或一以上之非締約國作為與其相異之國家，因其瞭解與這些國家進行買賣時，如無此項聲明，受統一法規範之買賣，係受本國相同或近似法律之拘束。

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 paragraph 1, 2 or 3 of this Article may be made by the States concerned at the time of the deposit of their instruments of ratification of or accession to the present Convention or at any time thereafter and shall be addressed to the Government of the Netherlands. They shall take effect three months after the date of their 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.
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者，該項聲明仍然有效，但該批准國或加入國宣佈其不予接受者除外。
 4. 依據本條第 1、2 或 3 項有關之聲明，須由有關國家於交存本公約批准書或加入書時提出，亦可此後任何時間內提出，並應送交荷蘭政府。該聲明應於荷蘭政府收到之日起三個月後生效，如該期限屆滿時，該公約尚未於該國生效，則於本公約對該國生效之日起生效。

Article III

By way of derogation from Article I 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 "State" 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 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 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 to contracts in which the parties thereto have, by virtue of Article 4 of the Uniform Law, chosen that Law as the law of the contract.

Article VI

Any State which has made a declaration under paragraphs 1 or 2 of Article II, Article III, Article IV or Article V of the present

第 3 條

為降低買賣統一法第 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 5 條

任何國家得於遞交批准書或接受書時聲明，僅締約當事人已依買賣統一法第 4 條規定選定本法作為契約法之契約，方適用買賣統一法。

第 6 條

凡依據第 1 條第 1、2 項、第 2、3、4、5 條提出聲明之國家，可以通知荷蘭政

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 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 VII

1. Where under the provisions of the Uniform Law one party to a contract of sale is entitled to require performance of any obligation by the other party, a court shall not be bound to enter or enforce a judgment providing for specific performance except in the cases in which it would do so under its law in respect of similar contracts of sale not governed by the Uniform Law.
2. The provisions of paragraph 1 of this Article shall not affect the obligations of a Contracting State resulting from any Convention, concluded or to be concluded, concerning the recognition and enforcement of judgments, awards and other formal instruments which have like force.

Article VIII

1. The present Convention shall remain open until the 31st day of December 1965 for signature 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 IX

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 X

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 XI

Each Contracting State shall apply the provisions incorporated into

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，自撤回生效日起，另一國家所提出之對等聲明不生效力。

第 7 條

1. 凡依據買賣統一法規定，如買賣契約之一方當事人要求另一方當事人履行義務，除法院依其本身法律對不屬於本公約範圍之類似買賣契約同意如此為之者外，法院並無義務進行審理判決，或執行該判決。
2. 本條第1項規定，對於締約國依據已締結或行將締結之有關承認及執行判決、裁定或其他具有同樣效力之公約或正式公約所產生之義務，不應有所影響。

第 8 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 1965 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 9 條

1. 本公約向聯合國所有會員國或其專門機構開放，這些國家及機構可參加本公約。
2. 加入書應交存荷蘭政府。

第 10 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. 對已交存第 5 份批准書或加入書後才批准或加入本公約之國家，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 11 條

於實施本公約時，適用統一法及該統一

its legislation in pursuance of the present Convention to contracts of sale to which the Uniform Law applies and which are concluded on or after the date of the entry into force of the Convention in respect of that State.

Article XII

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 XIII

1. Any State may, at the time of the deposit of its instrument of ratification or accession or at any time thereafter, declare, by 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 XII, denounce the Convention in respect of all or any of the territories concerned.

Article XIV

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 Annex. 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 which are submitted to it in accordance with paragraph 3 of this Article.

法所涵蓋之買賣契約，或公約於該國生效後之買賣契約，該國將適用於併入本國立法之規定。

第 12 條

1. 締約國可經由通知荷蘭政府方式，退出本公約。
2. 該退出應於荷蘭政府接獲通知 12 個月後生效。

第 13 條

1. 任何國家可於交存批准書或加入書時或其後任何時期聲明，本公約適用於國際關係方面由其負責之所有或任何領區。該聲明，應在荷蘭政府收到通知書之日起 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 12 條退出本公約時，應使其所有領區均退出本公約。

第 14 條

1. 於本公約生效 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。

Article XV

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 3 of Article I;
- (b) the declarations and notifications made in accordance with Article II, III, IV, V and VI;
- (c) the ratification and accessions deposited in accordance with Articles VIII and IX;
- (d) the dates on which the present Convention will come into force in accordance with Article X;
- (e) the denunciations received in accordance with Article XII;
- (f) the notifications received in accordance with Article XIII.

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.

第 15 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 3 項所收到之通知書；
- (b) 依據第 2、3、4、5、6 條所提出之聲明書及通知書；
- (c) 依據第 8、9 條交存之批准書及加入書；
- (d) 依據第 10 條規定之本公約生效日期；
- (e) 依據第 12 條所收到之退出公約之聲明書；
- (f) 依據第 13 條所收到之通知書。

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。

附件

1964 年國際貨物買賣統一法

Uniform Law on the International Sale of Goods, 1964

Chapter I - Sphere of Application of the Law

Article 1

1. The present Law shall apply to 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 contract involves the sale of goods which are at the time of the conclusion of the contract 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 have been 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 have been effected.
2. Where a party to the contract 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. In the case of contracts by correspondence, offer and acceptance shall be considered to have been effected in the territory of the same State only if the letters, telegrams or other documentary communications which contain them have been 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 11 of the Convention dated the 1st day of July 1964 relating to a Uniform Law on the International Sale of Goods is in force in respect of them.

Article 2

Rules of private international law shall be excluded for the purposes of the application of the present Law, subject to any provision to the contrary in the said Law.

Article 3

The parties to a contract of sale shall be free to exclude the application thereto of the present Law either entirely or partially. Such exclusion may be express or implied.

第一章 本法之適用範圍

第 1 條

1. 營業地於不同國家領域當事人所訂定之貨物買賣契約，本法於下列情形之一適用之。
 - (a) 買賣契約所指之貨物，係指於契約訂立時正由或將由一國領域運送至他國者；
 - (b) 構成要約與承諾之行為，於不同國家領域內作成者；
 - (c) 貨物交付地與構成要約及承諾行為之作成地於不同國家領域者。
2. 當事人之一方無營業地者，以其慣居地為關係地。
3. 本法不因當事人國籍不同而異其適用。
4. 契約以通信方法締結者，含有要約或承諾之書信、電報或其他文件上之通知，須於同一國家領域內發送與收受時，該項要約與承諾始視為同一國家領域內所作成。
5. 為決定契約當事人之營業地或慣居地是否在不同國家，若二或二以上之國家依據 1964 年 7 月 1 日統一國際貨物買賣法公約第 2 條所為之相關表示，已生效力者，不視為不同之國家。

第 2 條

除本法另有規定外，國際私法規則因本法之適用而被排除。

第 3 條

買賣契約當事人得自由排除本法一部或全部之適用。此項排除得依明示或默示為之。

Article 4

The present Law shall also apply where it has been chosen as the law of the contract by the parties, whether or not their places of business or their habitual residences are in different States and whether or not such States are Parties to the Convention dated the 1st day of July 1964 relating to a Uniform Law on the International Sale of Goods, to the extent that it does not affect the application of any mandatory provisions of law which would have applicable if the parties had not chosen the Uniform Law.

Article 5

1. The present Law shall not apply to sales:
 - (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.
2. The present Law shall not affect the application of any mandatory provision of national law for the protection of a party to a contract which contemplates the purchase of goods by that party by payment of the price by instalments.

Article 6

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 materials necessary for such manufacture or production.

Article 7

The present Law shall apply to sales regardless of the commercial or civil character of the parties or of the contracts.

Article 8

The present Law shall govern only the obligations of the seller and the buyer arising from a contract of sale. In particular, the present Law shall not, except as otherwise expressly provided therein, be concerned with the formation of the contract, nor with the effect which the contract may have on the property in the goods sold, nor with the validity of the contract or of any of its provisions or of any usage.

Chapter II - General Provisions

Article 9

第 4 條

不論當事人之營業地或慣居地是否於不同國家，亦不論此等國家是否為 1964 年 7 月 1 日統一國際貨物買賣法公約之締約國，本法得因當事人擇定為契約準據法而適用之，然未選用統一法時原應適用法律之強制規定，不受影響。

第 5 條

1. 本法不適用於下列買賣：
 - (a) 股票、股份、投資證券、票據或金錢；
 - (b) 已登記或將登記船舶或航空器；
 - (c) 電力；
 - (d) 基於法律、強制執行或扣押所為。
2. 本法不影響國內法關於分期付款買賣為保護一方契約當事人所設之強制規定。

第 6 條

供給用於製造或生產貨物之契約，視為本法所稱之買賣，但訂貨一方提供此種製造或生產所必需之基本及主要原料者，不在此限。

第 7 條

本法不因當事人或契約之民事或商事性質而異其適用。

第 8 條

本法僅規定出賣人及買受人基於買賣契約所生之義務。特別是除另有特別規定外，本法不涉及到契約方式、契約對買賣標的物所有權之影響，或契約、契約條款及商事習慣之效力。

第二章 通則

第 9 條

1. The parties shall be bound by any usage which they have expressly or impliedly made applicable to their contract and by any practices which they have established between themselves.
 2. They shall also be bound by usages which reasonable persons in the same situation as the parties usually consider to be applicable to their contract. In the event of conflict with the present Law, the usages shall prevail unless otherwise agreed by the parties.
 3. 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.
1. 當事人應受依其明示、默示表示、及可適用於契約之任何商事習慣或彼此間所確立慣例之拘束。
 2. 當事人亦應受通常之人於相同情況下，通常認為可適用於契約之商事習慣之拘束。此項商事習慣與本法衝突時，並應優先適用之，但當事人另有約定者，不在此限。
 3. 使用在商事慣例上通常應用之契約表示、條款或方式者，應依該行業通常所賦予之意義加以解釋。

Article 10

For the purposes of the present Law, a breach of contract shall be regarded as fundamental wherever the party breach knew, or ought to have known, at the time of the conclusion of the contract, that a reasonable person in the same situation as the other party would not have entered into the contract if he had foreseen the breach and its effects.

第 10 條

本法所稱契約基本違反，係指違約當事人於締約時，明知或應知處於與相對人相同情況之通常之人，若得預見違約及其效果，即不締結契約者而言。

Article 11

Where under the present Law an act is required to be performed "promptly", it shall be performed within as short a period as possible, in the circumstances, from the moment when the act could reasonably be performed.

第 11 條

某種行為依本法應即時為之者，係指該行為應於得合理實行之時起，依其情形於最短期間內為之。

Article 12

For the purposes of the present Law, the expression "current price" means a price based upon an official market quotation, or, in the absence of such a quotation, upon those factors which, according to the usage of the market, serve to determine the price.

第 12 條

本法所稱市價，係指基於官方市場標價而定之價格。無標價者，指基於依市場習慣用以決定價格之因素而定之價格。

Article 13

For the purposes of the present Law, the expression "a party knew or ought to have known", or any similar expression, refers to what should have been known to a reasonable person in the situation.

第 13 條

本條所稱明知或應知或其他類似表示，係指通常之人於相同情況下應可知悉者而言。

Article 14

Communications provided for by the present Law shall be made by the means usual in the circumstances.

第 14 條

本法所規定之通知，應依其情形以通常使用之方法為之。

Article 15

A contract of sale need not be evidenced by writing and shall not be subject to any other requirements as to form. In particular, it may be proved by means of witnesses.

第 15 條

買賣契約無須依書面或其他方式為之，得依證人之方法證明之。

Article 16

Where under the provisions of the present Law one party to a contract of sale is entitled to require performance of any obligation by the other party, a court shall not be bound to enter or enforce a judgment providing for specific performance except in accordance with the provisions of Article VII of the Convention dated the 1st day of July 1964 relating to a Uniform Law on the International Sale of Goods.

Article 17

Questions concerning matters governed by the present Law which are not expressly settled therein shall be settled in conformity with the general principles on which the present Law is based.

Chapter III - Obligations of the Seller

Article 18

The seller shall effect delivery of the goods, hand over any documents relating thereto and transfer the property in the goods, as required by the contract and the present Law.

Section I - Delivery of the Goods

Article 19

1. Delivery consists in the handing over of goods which conform with the contract.
2. Where the contract of sale involves carriage of the goods and no other place for delivery has been agreed upon, delivery shall be effected by handing over the goods to the carrier for transmission to the buyer.
3. Where the goods handed over to the carrier are not clearly appropriated to performance of the contract by being marked with an address or by some other means, the seller shall, in addition to handing over the goods, send to the buyer notice of the consignment and, if necessary, some document specifying the goods.

Sub-Section I - Obligations of the Seller as Regards the Date and Place of Delivery

A. Date of delivery

Article 20

Where the parties have agreed upon a date for delivery or where such date is fixed by usage, the seller shall, without the need for any other formality, be bound to deliver the goods at that date, provided that the date thus fixed is determined or determinable by the calendar or is fixed in relation to a definite event, the date of which can be ascertained by the parties.

第 16 條

依本法規定，買賣契約一方當事人得向他方當事人請求履行義務者，非依 1964 年 7 月 1 日統一國際貨物買賣法公約第 7 條之規定，法院不負判決或執行判決之義務。

第 17 條

關於本法所應規範之事項，本法未明白規定者，依構成本法基礎之一般法律原則加以解決。

第三章 出賣人之義務

第 18 條

出賣人應依契約與本法規定，交付貨物、移交有關文件，並移轉貨物之所有權。

第一節 貨物之交付

第 19 條

1. 所謂交付，指移交符合契約之貨物。
2. 依買賣契約，貨物應予運交，但無其他交付處所之約定時，出賣人將貨物交予運送人，以運送給買受人者，交付即已完成。
3. 提交於運送人之貨物，未以地址或用其他方法，明白顯示其係為履行契約者，出賣人除提交貨物外，並應向買受人發送交付運送之通知，必要時，並應附具列舉貨物細目之文件。

第一款 出賣人關於交貨日/地之義務

第 A 目 交付日

第 20 條

交貨時，當事人已有約定或依商事習慣而定者，出賣人屆時即有交付貨物之義務，但以所確定之交貨時間，係依曆數計算，或依某特定事件而定，而該事件之日期，當事人可得查知者為限。

Article 21

Where by agreement of the parties or by usage delivery shall be effected within a certain period (such as a particular month or season), the seller may fix the precise date of delivery, unless the circumstances indicate that the fixing of the date was reserved to the buyer.

Article 22

Where the date of delivery has not been determined in accordance with the provisions of Article 20 or 21, the seller shall be bound to deliver the goods within a reasonable time after the conclusion of the contract, regard being had to the nature of the goods and to the circumstances.

B. Place of delivery

Article 23

1. Where the contract of sale does not involve carriage of the goods, the seller shall deliver the goods at the place where he carried on business at the time of the conclusion of the contract, or, in the absence of a place of business, at his habitual residence.
2. If the sale relates to specific goods and the parties knew that the goods were at a certain place at the time of the conclusion of the contract, the seller shall deliver the goods at that place. The same rule shall apply if the goods sold are unascertained goods to be taken from a specified stock or if they are to be manufactured or produced at a place known to the parties at the time of the conclusion of the contract.

C. Remedies for the seller's failure to perform his obligations as regards the date and place of delivery

Article 24

1. Where the seller fails to perform his obligations as regards the date or the place of delivery, the buyer may, as provided in Articles 25 to 32:
 - (a) require performance of the contract by the seller;
 - (b) declare the contract avoided.
2. The buyer may also claim damages as provided in Article 82 or in Articles 84 to 87.
3. In no case shall the seller be entitled to apply to a court or arbitral tribunal to grant him a period of grace.

Article 25

The buyer shall not be entitled to require performance of the contract by the seller, if it is in conformity with usage and reasonably possible for the buyer to purchase goods to replace

第 21 條

依當事人約定或商事習慣，交貨應於某特定期間內(例如特定的月份或季節內)為之者，出賣人得指定確實之交貨時間，但情況顯示，其指定權保留予買受人者，不在此限。

第 22 條

交貨時間未依第 20 條或第 21 條而定者，出賣人在契約締結後，應斟酌貨物之性質與情況，在相當期間內交付之。

第 B 目 交付地

第 23 條

1. 依買賣契約，貨物無須運交者，出賣人應在契約訂立時之營業地交付之；無營業地者，貨物應在其慣居地交付之。
2. 買賣標的為特定之貨物，而當事人在契約訂立時，知其所在地者，出賣人應於該地交付之。買賣之貨物，係特定倉存貨品中之不特定物，或當事人明知其將在某處製造或生產者，此項規定亦適用之。

第 C 目 關於交貨日/地，出賣人不履行義務時之救濟方法

第 24 條

1. 出賣人未履行其有關交貨日或交貨地之義務者，買受人得依第 25 條至 32 條之規定：
 - (a) 請求出賣人履行契約；
 - (b) 解除契約。
2. 買受人亦得依第 82 條或第 84 條至第 87 條之規定，請求損害賠償。
3. 任何情況下，出賣人均不得請求法院或仲裁法庭，給予寬緩履行之期限。

第 25 條

買受人購買貨物，以代替約定標的物係符合習慣，且為合理可能者，買受人不得要求出賣人履行契約。於此情形，於

those to which the contract relates. In this case the contract shall be ipso facto avoided as from the time when such purchase should be effected.

自買受人應為該項購買時起，契約依法即為解除。

(a) Remedies as regards the date of delivery

(a) 點 關於交貨日之救濟方法

Article 26

第 26 條

1. Where the failure to deliver the goods at the date fixed amounts to a fundamental breach of the contract, the buyer may either require performance by the seller or declare the contract avoided. He shall inform the seller of his decision within a reasonable time, otherwise the contract shall be ipso facto avoided.
2. If the seller requests the buyer to make known his decision under paragraph 1 of this Article and the buyer does not comply promptly, the contract shall be ipso facto avoided.
3. If the seller has effected delivery before the buyer has made known his decision under paragraph 1 of this Article and the buyer does not exercise promptly his right to declare the contract avoided, the contract cannot be avoided.
4. Where the buyer has chosen performance of the contract and does not obtain it within a reasonable time, he may declare the contract avoided.

1. 貨物屆期未交貨，而此不交貨構成契約基本違反者，買受人得請求出賣人履行或解除契約。買受人應在相當期間內，將其決定通知出賣人，否則契約依法即為解除。
2. 出賣人請求買受人依本條第 1 項規定表示其決定，買受人未即表示其決定者，契約依法即為解除。
3. 於買受人依本條第 1 項表明其決定前，出賣人已為交貨，而買受人不即行使解除權者，不得解除契約。
4. 買受人選擇契約之履行，而在相當期間內未獲履行者，得解除契約。

Article 27

第 27 條

1. Where failure to deliver the goods at the date fixed does not amount to a fundamental breach of the contract, the seller shall retain the right to effect delivery and the buyer shall retain the right to require performance of the contract by the seller.
2. The buyer may however grant the seller an additional period of time of reasonable length. Failure to deliver within this period shall amount to a fundamental breach of the contract.

1. 貨物屆期未交貨，未達契約基本違反程度者，出賣人仍有交貨之權利，買受人亦得請求出賣人履行契約。
2. 買受人得給予出賣人相當的額外期限，於此期限內不為交貨者，構成契約之基本違反。

Article 28

第 28 條

Failure to deliver the goods at the date fixed shall amount to a fundamental breach of the contract whenever a price for such goods is quoted on a market where the buyer can obtain them.

於買受人能於市場上尋得貨物之報價，屆期未為交貨者，構成契約重大違反。

Article 29

第 29 條

Where the seller tenders delivery of the goods before the date fixed, the buyer may accept or reject delivery; if he accepts, he may reserve the right to claim damages in accordance with Article 82.

於確定之交貨期日屆至前，出賣人交付貨物，買受人得為受領或拒絕，買受人為受領者，得保留依第 82 條規定請求賠償之權利。

(b) Remedies as regards the place of delivery

(b) 點 關於交付地之救濟方法

Article 30

第 30 條

1. Where failure to deliver the goods at the place fixed amounts to a fundamental breach of the contract, and failure to deliver the goods at the date fixed would also amount to a fundamental

1. 未在已確定之處所為交貨，構成契約之基本違反，而屆期未為交貨，亦達於契約基本違反程度者，買受人得請

breach, the buyer may either require performance of the contract by the seller or declare the contract avoided. The buyer shall inform the seller of his decision within a reasonable time; otherwise the contract shall be ipso facto avoided.

2. If the seller requests the buyer to make known his decision under paragraph 1 of this Article and the buyer does not comply promptly, the contract shall be ipso facto avoided.
3. If the seller has transported the goods to the place fixed before the buyer has made known his decision under paragraph 1 of this Article and the buyer does not exercise promptly his right to declare the contract avoided, the contract cannot be avoided.

Article 31

1. In cases not provided for in Article 30, the seller shall retain the right to effect delivery at the place fixed and the buyer shall retain the right to require performance of the contract by the seller.
2. The buyer may however grant the seller an additional period of time of reasonable length. Failure to deliver within this period at the place fixed shall amount to a fundamental breach of the contract.

Article 32

1. If delivery is to be effected by handing over the goods to a carrier and the goods have been handed over at a place other than that fixed, the buyer may declare the contract avoided, whenever the failure to deliver the goods at the place fixed amounts to a fundamental breach of the contract. He shall lose this right if he has not promptly declared the contract avoided.
2. The buyer shall have the same right, in the circumstances and on the conditions provided in paragraph 1 of this Article, if the goods have been despatched to some place other than that fixed.
3. If despatch from a place or to a place other than that fixed does not amount to a fundamental breach of the contract, the buyer may only claim damages in accordance with Article 82.

Sub-Section 2 - Obligations of the Seller as Regards the Conformity of the Goods

A. Lack of conformity

Article 33

1. The seller shall not have fulfilled his obligation to deliver the goods where he has handed over:
 - (a) part of the goods sold or a larger or a smaller quantity of the goods than he contracted to sell;
 - (b) goods which are not those to which the contract relates or goods of a different kind;
 - (c) goods which lack the qualities of a sample or model which the seller has handed over or sent to the buyer, unless the seller has submitted it without any express or implied undertaking that the goods would conform therewith;

求出賣人履行契約或解除契約。買受人應於相當期間內，將其決定通知出賣人，買受人未為通知時，契約依法即為解除。

2. 出賣人請求買受人依本條第 1 項規定表示其決定，買受人未即表示其決定者，契約依法即為解除。
3. 於買受人依本條第 1 項規定表明其決定前，出賣人已將貨物運送至所確定之交貨處所，而買受人未即行使契約解除權者，不得解除契約。

第 31 條

1. 除第 30 條規定之情況外，出賣人尚有於預定處所為交貨之權利，買受人亦得請求出賣人為契約之履行。
2. 買受人得給予出賣人額外相當期限，於此期限內，不在已確定處所為交貨者，即構成契約之基本違反。

第 32 條

1. 所為之交付，係將貨物移交運送人，而此貨物又非在已確定之處所交付，其情形已達於契約基本違反程度者，買受人得解除契約。買受人不即為契約之解除者，其解除權即歸消滅。
2. 貨物被發送至確定交付處所外之地方者，在本條第 1 項規定的情況與條件下，買受人亦有同樣之權利。
3. 如貨物從或送往確定地點發送，並不構成契約之根本違反，買受人僅得依據第 82 條請求損害賠償。

第二項 出賣人關於貨物同一性之義務

第 A 目 同一性之欠缺

第 33 條

1. 貨物之交付具有下列情形之一者，出賣人未履行其交付貨物之義務：
 - (a) 交貨為出賣貨物之部份，多於或少於所約定出售之數量；
 - (b) 交付之貨物非契約所約定者，或為其他種類之貨物；
 - (c) 貨物欠缺出賣人提交或寄送給買受人樣本所具有之性質，然出賣人未明示或默示表示貨物應與樣本符合者，不在此限；
 - (d) 貨物未具備通常或商業用途之

- (d) goods which do not possess the qualities necessary for their ordinary or commercial use;
 - (e) goods which do not possess the qualities for some particular purpose expressly or impliedly contemplated by the contract;
 - (f) in general, goods which do not possess the qualities and characteristics expressly or impliedly contemplated by the contract.
2. No difference in quantity, lack of part of the goods or absence of any quality or characteristic shall be taken into consideration where it is not material.

Article 34

In the cases to which Article 33 relates, the rights conferred on the buyer by the present Law exclude all other remedies based on lack of conformity of the goods.

Article 35

1. Whether the goods are in conformity with the contract shall be determined by their condition at the time when risk passes. However, if risk does not pass because of a declaration of avoidance of the contract or of a demand for other goods in replacement, the conformity of the goods with the contract shall be determined by their condition at the time when risk would have passed had they been in conformity with the contract.
2. The seller shall be liable for the consequences of any lack of conformity occurring after the time fixed in paragraph 1 of this Article if it was due to an act of the seller or of a person for whose conduct he is responsible.

Article 36

The seller shall not be liable for the consequences of any lack of conformity of the kind referred to in sub-paragraph d), e) or f) of paragraph 1 of Article 33, 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 37

If the seller has handed over goods before the date fixed for delivery he may, up to that date, deliver any missing part or quantity of the goods or deliver other goods which are in conformity with the contract or remedy any defects in the goods handed over, provided that the exercise of this right does not cause the buyer either unreasonable inconvenience or unreasonable expense.

B. Ascertainment and notification of lack of conformity

Article 38

性質；
(e) 貨物未具備契約明示或默示約定符合特定目的應具之性質；

(f) 於一般情況下，貨物具備契約明示或默示約定之性質及特點。

2. 數量差異、貨物部份欠缺或任何性質及特點之不存在，其程度輕微者，不予考慮。

第 34 條

於第 33 條所規定之情況，買受人依本法享有之權利，排除其他基於貨物同一性之欠缺可得主張之任何救濟。

第 35 條

1. 貨物是否具同一性，依其於危險移轉時之狀態決定之。因解除契約之表示或因請求以其他貨物替代，致危險未移轉時，貨物是否具同一性，依其交付貨物若具同一性，危險應移轉時之狀態決定之。
2. 在本條第 1 項所規定期日後，所發生之任何同一性之欠缺係因出賣人或應由其負責之人之行為所致者，出賣人亦應負責。

第 36 條

買受人於契約成立時，明知或應知第 33 條第 1 項第 d、e 或 f 各款所指同一性之欠缺者，出賣人就該同一性之欠缺，不負責任。

第 37 條

出賣人於已確定交付日之前交貨者，於該日期屆至前，得交付貨物之欠缺部份或數量，或交付其他具同一性之貨物，或修補交付貨物之瑕疵。但此項權利之行使，對買受人造成不合理之不便或費用者，不在此限。

第 B 目 檢查與欠缺同一性之通知

第 38 條

1. The buyer shall examine the goods, or cause them to be examined, promptly.
 2. In case of carriage of the goods the buyer shall examine them at the place of destination.
 3. If the goods are redespached by the buyer without transshipment and the seller knew or ought to have known, at the time when the contract was concluded, of the possibility of such redespach, examination of the goods may be deferred until they arrive at the new destination.
 4. The methods of examination shall be governed by the agreement of the parties or, in the absence of such agreement, by the law or usage of the place where the examination is to be effected.
1. 買受人對貨物應即為檢查或使人加以檢查。
 2. 貨物交付係以運送為之者，買受人應於到達地加以檢查。
 3. 買受人就貨物未另為裝載即再發送，而出賣人於契約成立時明知此項再發送之可能性或可得而知者，貨物之檢查得延至其到達新目的地時再行為之。
 4. 檢查之方法由當事人依合意定之，無合意時，依檢查地之法律或商事習慣定之。

Article 39

1. The buyer shall lose the right to rely on a lack of conformity of the goods if he has not given the seller notice thereof promptly after he discovered the lack of conformity or ought to have discovered it. If a defect which could not have been revealed by the examination of the goods provided for in Article 38 is found later, the buyer may nonetheless rely on that defect, provided that he gives the seller notice thereof promptly after its discovery. In any event, the buyer shall lose the right to rely on a lack of conformity of the goods if he has not given notice thereof to the seller within a period of two years from the date on which the goods were handed over, unless the lack of conformity constituted a breach of a guarantee covering a longer period.
2. In giving notice to the seller of any lack of conformity, the buyer shall specify its nature and invite the seller to examine the goods or to cause them to be examined by his agent.
3. Where any notice referred to in paragraph 1 of this Article has been sent by letter, telegram or other appropriate means, the fact that such notice is delayed or fails to arrive at its destination shall not deprive the buyer of the right to rely thereon.

Article 40

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

C. Remedies for lack of conformity

Article 41

1. Where the buyer has given due notice to the seller of the failure of the goods to conform with the contract, the buyer may, as provided in Articles 42 to 46:
 - (a) require performance of the contract by the seller;
 - (b) declare the contract avoided;
 - (c) reduce the price.
2. The buyer may also claim damages as provided in Article 82 or in Articles 84 to 87.

第 39 條

1. 買受人於發現或應可發現同一性之欠缺後未即對出賣人為通知者，喪失因貨物同一性欠缺得主張之權利。依第 38 條規定之檢查不能知悉之瑕疵，於日後發現，而買受人即為通知者，仍得主張其權利。無論如何，貨物交付後二年內，買受人未為通知者，買受人喪失基於瑕疵所生之權利。但同一性之欠缺，違反較長期間之保證者，不在此限。
2. 對出賣人為任何欠缺之通知時，應具體說明其性質，並邀請出賣人或其代理人檢查貨物。
3. 本條第 1 項所指之通知，係以信件、電報或其他適當方法為之者，此項通知之遲到或未到達，對買受人之權利，不生影響。

第 40 條

出賣人明知或應知與同一性欠缺有關之事實，而不為表示者，不得主張第 38 條與第 39 條之規定。

第 C 目 同一性欠缺之救濟方法

第 41 條

1. 買受人就貨物未具同一性，對出賣人已為適當之通知者，得依第 42 條至 46 條規定主張下列權利：
 - (a) 請求出賣人履行契約；
 - (b) 解除契約；
 - (c) 減少價金。
2. 買受人並得依第 82 條或第 84 條至第 87 條之規定，請求損害賠償。

Article 42

1. The buyer may require the seller to perform the contract:
 - (a) if the sale relates to goods to be produced or manufactured by the seller, by remedying defects in the goods, provided the seller is in position to remedy the defects;
 - (b) if the sale relates to specific goods, by delivering the goods to which the contract refers or the missing part thereof;
 - (c) if the sale relates to unascertained goods, by delivering other goods which are in conformity with the contract or by delivering the missing part or quantity, except where the purchase of goods in replacement is in conformity with usage and reasonably possible.
2. If the buyer does not obtain performance of the contract by the seller within a reasonable time, he shall retain the rights provided in Articles 43 to 46.

Article 43

The buyer may declare the contract avoided if the failure of the goods to conform to the contract and also the failure to deliver on the date fixed amount to fundamental breaches of the contract. The buyer shall lose his right to declare the contract avoided if he does not exercise it promptly after giving the seller notice of the lack of conformity or, in the case to which paragraph 2 of Article 42 applies, after the expiration of the period referred to in that paragraph.

Article 44

1. In cases not provided for in Article 43, the seller shall retain, after the date fixed for the delivery of the goods, the right to deliver any missing part or quantity of the goods or to deliver other goods which are in conformity with the contract or to remedy any defect in the goods handed over, provided that the exercise of this right does not cause the buyer either unreasonable inconvenience or unreasonable expense.
2. The buyer may however fix an additional period of time of reasonable length for the further delivery or the remedying of the defect. If at the expiration of the additional period the seller has not delivered the goods or remedied the defect, the buyer may choose between requiring the performance of the contract or reducing the price in accordance with Article 46 or, provided that he does so promptly, declare the contract avoided.

Article 45

1. Where the seller has handed over part only of the goods or an insufficient quantity or where part only of the goods handed over is in conformity with the contract the provisions of Articles 43 and 44 shall apply in respect of the part or quantity which is missing or which does not conform with the contract.
2. The buyer may declare the contract avoided in its entirety only if

第 42 條

1. 買受人於下列情形之一，得請求出賣人履行契約：
 - (a) 買賣標的係由出賣人製造或生產，若出賣人能修補瑕疵者，得請求修補其瑕疵。
 - (b) 買賣標的係特定物者，得請求交付契約所指之貨物或其欠缺之部份。
 - (c) 買賣標的物係不特定物者，得請求交付其他具同一性之貨物或欠缺之部份或數量，但購買其他代替物，合於商事習慣且屬合理可能者，不在此限。
2. 買受人未於適當期間內，獲得契約之履行者，得主張第 43 條至第 46 條所規定之權利。

第 43 條

貨物不具同一性，而未於已確定日期為交付，亦構成契約基本違反，買受人得解除契約。買受人未於通知後，即行使解除權者，喪失其解除契約之權利。於適用第 42 條第 2 項之情形，解除契約逾越該項所規定之期間者，亦同。

第 44 條

1. 於第 43 條規定以外之情形，於貨物交付期日後，出賣人亦得交付欠缺之部份或數量、或交付具同一性之貨物、或修補貨物之瑕疵，但此項權利行使，對買受人引起不合理之不便或費用者，不在此限。
2. 買受人得訂定繼續交付或修補貨物瑕疵之相當額外期間。該項額外期間經過後，出賣人未交付貨物或修補其瑕疵者，買受人得依第 46 條規定選擇請求履行契約或減少價金，並得解除契約，但應即時為之。

第 45 條

1. 出賣人僅交付貨物之部份或不足之數量或所交付之貨物僅部份具同一性者，第 43 條及第 44 條之規定，對該欠缺或不具同一性之部份或數量，亦適用之。
2. 買受人僅於出賣人未為完全及具同一

the failure to effect delivery completely and in conformity with the contract amounts to a fundamental breach of the contract.

Article 46

Where the buyer has neither obtained performance of the contract by the seller nor declared the contract avoided, the buyer may reduce the price in the same proportion as the value of the goods at the time of the conclusion of the contract has been diminished because of their lack of conformity with the contract.

Article 47

Where the seller has proffered to the buyer a quantity of unascertained goods greater than that provided for in the contract, the buyer may reject or accept the excess quantity. If the buyer rejects the excess quantity, the seller shall be liable only for damages in accordance with Article 82. If the buyer accepts the whole or part of the excess quantity, he shall pay for it at the contract rate.

Article 48

The buyer may exercise the rights provided in Articles 43 to 46, even before the time for delivery, if it is clear that goods which would be handed over would not be in conformity with the contract.

Article 49

1. The buyer shall lose his right to rely on lack of conformity with the contract at the expiration of a period of one year after he has given notice as provided in Article 39, unless he has been prevented from exercising his right because of fraud on the part of the seller.
2. After the expiration of this period, the buyer shall not be entitled to rely on the lack of conformity, even by way of defence to an action. Nevertheless, if the buyer has not paid for the goods and provided that he has given due notice of the lack of conformity promptly, as provided in Article 39, he may advance as a defence to a claim for payment of the price a claim for a reduction in the price or for damages.

Section II - Handing Over of Documents

Article 50

Where the seller is bound to hand over to the buyer any documents relating to the goods, he shall do so at the time and place fixed by the contract or by usage.

Article 51

性之交付，構成契約基本違反時，始得就全部解除契約。

第 46 條

買受人未獲契約之履行或未為契約之解除者得依貨物於契約成立時，因其不具同一性所減損價值之比例，減少價金。

第 47 條

出賣人所提供不特定貨物之數量，多於契約約定者，買受人就超過數量得為受領或拒絕。買受人對超過之數量為拒絕時，出賣人僅依第 82 條規定，就其損害負賠償責任。買受人接受超過數量之全部或一部者，應依契約之比例，支付價金。

第 48 條

貨物未具同一性，於交付前已屬顯然者，買受人於交付日前亦得行使第 43 條至第 46 條之權利。

第 49 條

1. 依第 39 條為通知後，經過一年，買受人喪失因貨物不具同一性得主張之權利。但其不行使，係出至出賣人之詐欺者，不在此限。
2. 於此期間經過後，買受人不得主張同一性欠缺之權利，亦不得對出賣人之訴求，提出抗辯。買受人未支付價金，且依第 39 條規定，對同一性欠缺即為通知者，對出賣人請求支付價金之主張，得提出減少價金或請求損害賠償之抗辯。

第二節 文件之移交

第 50 條

出賣人應移交有關貨物之文件者，應於契約或依商事習慣所定之時間、地點為之。

第 51 條

If the seller fails to hand over documents as provided in Article 50 at the time and place fixed or if he hands over documents which are not in conformity with those which he was bound to hand over, the buyer shall have the same rights as those provided under Articles 24 to 32 or under Articles 41 to 49, as the case may be.

出賣人未依第 50 條所確定之時間及地點移交文件，或所移交之文件未符合其應移交者，買受人依其情形，得享有第 24 條至第 32 條或第 41 條至第 49 條之權利。

Section III - Transfer of Property

第三節 所有權之移轉

Article 52

第 52 條

1. Where the goods are subject to a right or claim of a third person, the buyer, unless he agreed to take the goods subject to such right or claim, shall notify the seller of such right or claim. Unless the seller already knows thereof, and request that the goods should be freed therefrom within a reasonable time or that other goods free from all rights and claims of third persons be delivered to him by the seller.
2. If the seller complies with a request made under paragraph 1 of this Article and the buyer nevertheless suffers a loss, the buyer may claim damages in accordance with Article 82.
3. If the seller fails to comply with a request made under paragraph 1 of this Article and a fundamental breach of the contract results thereby, the buyer may declare the contract avoided and claim damages in accordance with Articles 84 to 87. If the buyer does not declare the contract avoided or if there is no fundamental breach of the contract, the buyer shall have the right to claim damages in accordance with Article 82.
4. The buyer shall lose his right to declare the contract avoided if he fails to act in accordance with paragraph 1 of this Article within a reasonable time from the moment when he became aware or ought to have become aware of the right or claim of the third person in respect of the goods.

1. 第三人對貨物享有權利或對之得為主張，而買受人不同意受領此項貨物者，若出賣人不知此項事實時，買受人應為通知，並請求於相當期間內，排除此項限制，或交付其他不受第三人權利或主張限制之貨物。
2. 出賣人雖依本條第 1 項之請求而辦理，而買受人仍受有損害者，尚得依第 82 條之規定，請求賠償。
3. 出賣人未依本條第 1 項之請求而辦理，導致契約基本違反者，買受人得解除契約，並依第 84 條至第 87 條之規定請求賠償。買受人不解除契約或無契約基本違反情事者，買受人得依第 82 條之規定請求賠償。
4. 買受人自知悉或應可知悉第三人對貨物之權利或主張時起，未於相當期間內，依本條第 1 項規定解除契約者，喪失其解除契約之權利。

Article 53

第 53 條

The rights conferred on the buyer by Article 52 exclude all other remedies based on the fact that the seller has failed to perform his obligation to transfer the property in the goods or that the goods are subject to a right or claim of a third person.

第 52 條所賦予買受人之權利，排除基於出賣人未能履行移轉貨物所有權之義務，或基於第三人對貨物享有權利或主張而生之其他一切救濟方法。

Section IV - Other Obligations of the Seller

第四節 出賣人之其他義務

Article 54

第 54 條

1. If the seller is bound to despatch the goods to the buyer, he shall make, in the usual way and on the usual terms, such contracts as are necessary for the carriage of the goods to the place fixed.
2. If the seller is not bound by the contract to effect insurance in respect of the carriage of the goods, he shall provide the buyer, at his request, with all information necessary to enable him to effect such insurance.

1. 出賣人應將標的物運交給買受人者，應依通常之方法，或以通常之條款締結貨物運送至特定地所必要之契約。
2. 出賣人依契約就標的物之運送，不負保險之義務者，經買受人之請求，應提供使其得為保險之一切資料。

Article 55

第 55 條

1. If the seller fails to perform any obligation other than those

1. 出賣人未履行第 20 條至第 53 條規定

referred to in Articles 20 to 53, the buyer may:

- (a) where such failure amounts to a fundamental breach of the contract, declare the contract avoided, provided that he does so promptly, and claim damages in accordance with Articles 84 to 87, or
- (b) in any other case, claim damages in accordance with Article 82.

2. The buyer may also require performance by the seller of his obligation, unless the contract is avoided.

Chapter IV - Obligations of the Buyer

Article 56

The buyer shall pay the price for the goods and take delivery of them as required by the contract and the present Law.

Section I - Payment of the Price

A. Fixing the price

Article 57

Where a contract has been concluded but does not state a price or make provision for the determination of the price, the buyer shall be bound to pay the price generally charged by the seller at the time of the conclusion of the contract.

Article 58

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

B. Place and date of payment

Article 59

1. The buyer shall pay the price to the seller at the seller's place of business or, if he does not have a place of business, at his habitual residence, or, where the payment is to be made against the handing over of the goods or of documents, at the place where such handing over takes place.
2. Where, in consequence of a change in the place of business or habitual residence of the seller subsequent to the conclusion of the contract, the expenses incidental to payment are increased, such increase shall be borne by the seller.

Article 60

Where the parties have agreed upon a date for the payment of the price or where such date is fixed by usage, the buyer shall, without the need for any other formality, pay the price at that date.

外之任何義務者，買受人得：

- (a) 於此項不履行構成契約基本違反時，解除契約，但應即時為之，並得依第84條至第87條規定請求損害賠償。
- (b) 於其他情形，依第82條規定請求損害賠償。

2. 買受人亦得請求出賣人履行義務，但契約經解除者，不在此限。

第四章 買受人之義務

第 56 條

買受人應依契約及本法規定，支付價金及受領標的物。

第一節 價金之交付

第 A 款 價金之確定

第 57 條

契約雖經締結，但未訂明價金或關於決定價金之條款者，買受人應支付出賣人於其訂約時通常得請求之價金。

第 58 條

價金依貨物之重量計算者，於有疑義時，以淨重量決定之。

第 B 款 支付地及支付時

第 59 條

1. 買受人應於出賣人之營業地支付價金。出賣人無營業地者，於其慣居地為之。價金之交付與標的物或文件之移交，應同時為之者，價金應於交付標的物或文件之處所支付。
2. 契約成立後，出賣人改變營業地或慣居地，致有關支付價金之費用增加者，其增加之費用由出賣人負擔之。

第 60 條

價金之支付日期，當事人有約定或依商事習慣而定者，買受人應於該期日支付之。

C. Remedies for non-payment

Article 61

1. If the buyer fails to pay the price in accordance with the contract and with the present Law, the seller may require the buyer to perform his obligation.
2. The seller shall not be entitled to require payment of the price by the buyer if it is in conformity with usage and reasonably possible for the seller to resell the goods. In that case the contract shall be ipso facto avoided as from the time when such resale should be effected.

Article 62

1. Where the failure to pay the price at the date fixed amounts to a fundamental breach of the contract, the seller may either require the buyer to pay the price or declare the contract avoided. He shall inform the buyer of his decision within a reasonable time; otherwise the contract shall be ipso facto avoided.
2. Where the failure to pay the price at the date fixed does not amount to a fundamental breach of the contract, the seller may grant to the buyer an additional period of time of reasonable length. If the buyer has not paid the price at the expiration of the additional period, the seller may either require the payment of the price by the buyer or, provided that he does so promptly, declare the contract avoided.

Article 63

1. Where the contract is avoided because of failure to pay the price, the seller shall have the right to claim damages in accordance with Articles 84 to 87.
2. Where the contract is not avoided, the seller shall have the right to claim damages in accordance with Articles 82 and 83.

Article 64

In no case shall the buyer be entitled to apply to a court or arbitral tribunal to grant him a period of grace for the payment of the price.

Section II - Taking of Delivery

Article 65

Taking delivery consists in the buyer's doing all such acts as are necessary in order to enable the seller to hand over the goods and actually taking them over.

Article 66

1. Where the buyer's failure to take delivery of the goods in accordance with the contract amounts to a fundamental breach of the contract or gives the seller good grounds for fearing that the

第 C 款 價金不支付之救濟方法

第 61 條

1. 買受人未依契約及本法之規定支付價金者，出賣人得請求買受人履行其義務。
2. 依商事習慣及出賣人得再出賣標之物之合理可能者，無請求價金之權利。於此情形，自此項再出賣應完成之時起，契約依法即為解除。

第 62 條

1. 買受人未於已確定之期日支付價金，構成契約基本違反者，出賣人得請求買受人支付價金或解除契約。出賣人應於相當期間內將其決定通知買受人，否則契約依法即為解除。
2. 買受人未於已確定之期日支付價金，未構成契約基本違反者，出賣人得給予買受人相當之額外期限。買受人在該期限屆滿時，未支付價金者，出賣人得請求買受人支付價金，或即為契約之解除。

第 63 條

1. 契約因買受人未付價金所解除者，出賣人得依第 84 條至第 87 條之規定請求損害賠償。
2. 契約未解除者，出賣人得依第 82 條及第 83 條之規定請求損害賠償。

第 64 條

買受人不得請求法院或仲裁法庭，給予寬緩支付價金之期限。

第二節 交貨之受領

第 65 條

交貨之受領者，謂買受人完成使出賣人交付標之物所必要之行為，並實際收受標之物。

第 66 條

1. 買受人未依契約受領標之物，構成契約基本違反，或使出賣人有相當理由相信買受人將不支付價金者，出賣人

buyer will not pay the price, the seller may declare the contract avoided.

2. Where the failure to take delivery of the goods does not amount to a fundamental breach of the contract, the seller may grant to the buyer an additional period of time of reasonable length. If the buyer has not taken delivery of the goods at the expiration of the additional period, the seller may declare the contract avoided provided that he does so promptly.

Article 67

1. If the contract reserves to the buyer the right subsequently to determine the form, measurement or other features of the goods (sale by specification) and he fails to make such specification either on the date expressly or impliedly agreed upon or within a reasonable time after receipt of a request from the seller, the seller may declare the contract avoided, provided that he does so promptly, or make the specification himself in accordance with the requirements of the buyer in so far as these are known to him.
2. If the seller makes the specification himself, he shall inform the buyer of the details thereof and shall fix a reasonable period of time within which the buyer may submit a different specification. If the buyer fails to do so the specification made by the seller shall be binding.

Article 68

1. Where the contract is avoided because of the failure of the buyer to accept delivery of the goods or to make a specification, the seller shall have the right to claim damages in accordance with Articles 84 to 87.
2. Where the contract is not avoided, the seller shall have the right to claim damages in accordance with Article 82.

Section III - Other Obligations of the Buyer

Article 69

The buyer shall take the steps provided for in the contract, by usage or by laws and regulations in force, for the purpose of making provision for or guaranteeing payment of the price, such as the acceptance of a bill of exchange, the opening of a documentary credit or the giving of a banker's guarantee.

Article 70

1. If the buyer fails to perform any obligation other than those referred to in Sections I and II of this Chapter, the seller may:
 - (a) where such failure amounts to a fundamental breach of the contract, declare the contract avoided, provided that he does so promptly, and claim damages in accordance with Articles 84 to 87; or
 - (b) in any other case claim damages in accordance with Article 82.

得解除契約。

2. 買受人未依契約受領標的物，未構成契約基本違反者，出賣人得給予買受人相當之額外期限。買受人於該期限屆滿時，尚未為受領時，出賣人得解除契約，但應即時為之。

第 67 條

1. 買受人依契約保留訂約後指定標的物之形式、規格或其他性質之權利，而未於明示或默示之約定期間內，或經出賣人請求後相當期間內為指定者，出賣人得即為解除契約，或依其已知買受人之需要，自為指定。
2. 出賣人自為指定者，應將指定之詳情通知買受人，並訂定其得提出不同指定之合理期間。買受人不為指定者，應受出賣人指定之拘束。

第 68 條

1. 因買受人未受領標的物，或不為指定而解除契約者，出賣人得依第 84 條至第 87 條之規定，請求賠償。
2. 契約未解除者，出賣人得依第 82 條之規定，請求損害賠償。

第三節 買受人之其他義務

第 69 條

買受人應依契約、商事習慣或有效之法律及規章之規定，從事支付或擔保支付價金所必要之措施，例如承兌匯票，開立信用文件或提供銀行擔保。

第 70 條

1. 買受人未履行本章第一節及第二節規定以外之義務時，出賣人：
 - (a) 於買受人之未履行此項義務，構成契約基本違反時，得即解除契約，並得依第 84 條至第 87 條之規定請求損害賠償；或
 - (b) 於其他情形，得依第 82 條規定請求損害賠償。

2. The seller may also require performance by the buyer of his obligation, unless the contract is avoided.
2. 契約未解除者，出賣人得請求買受人履行義務。

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

第五章 關於買賣雙方當事人義務之共同規定

Section I - Concurrence between Delivery of the Goods and Payment of the Price

第一節 貨物與價金之同時交付

Article 71

第 71 條

Except as otherwise provided in Article 72, delivery of the goods and payment of the price shall be concurrent conditions. Nevertheless, the buyer shall not be obliged to pay the price until he has had an opportunity to examine the goods.

除第 72 條另有規定外，貨物之交付與價金之交付應同時為之。但買受人於有機會檢查貨物前，無支付價金之義務。

Article 72

第 72 條

1. Where the contract involves carriage of the goods and where delivery is, by virtue of paragraph 2 of Article 19, effected by handing over the goods to the carrier, the seller may either postpone despatch of the goods until he receives payment or proceed to despatch them on terms that reserve to himself the right of disposal of the goods during transit. In the latter case, he may require that the goods shall not be handed over to the buyer at the place of destination except against payment of the price and the buyer shall not be bound to pay the price until he has had an opportunity to examine the goods.
2. Nevertheless, when the contract requires payment against documents, the buyer shall not be entitled to refuse payment of the price on the ground that he has not had the opportunity to examine the goods.

1. 貨物必須運送而其交貨依第 19 條第 2 項之規定，係將貨物交與運送人之方式為之者，出賣人於受領價金前，得延期發送貨物，或雖發送貨品，但保留在運送中對貨物之處分權。在後項情形，出賣人得要求於買受人未支付價金前，不得在到達地交付貨物。買受人於有機會檢查貨物前，亦無支付價金之義務。
2. 依契約規定，支付價金與移交文件應同時為之者，買受人不得以未有機會檢查貨物為理由，拒絕支付價金。

Article 73

第 73 條

1. Each party may suspend the performance of his obligations whenever, after the conclusion of the contract, the economic situation of the other party appears to have become so difficult that there is good reason to fear that he will not perform a material part of his obligations.
2. If the seller has already despatched the goods before the economic situation of the buyer described in paragraph 1 of this Article becomes evident, he may prevent the handing over of the goods to the buyer even if the latter holds a document which entitles him to obtain them.
3. Nevertheless, the seller shall not be entitled to prevent the handing over of the goods if they are claimed by a third person who is a lawful holder of a document which entitles him to obtain the goods, unless the document contains a reservation concerning the effects of its transfer or unless the seller can prove that the holder of the document, when he acquired it, knowingly acted to the detriment of the seller.

1. 契約成立後，當事人之一方財務情況發生困難，有難為履行重要部份債務之虞者，他方當事人得拒絕其本身債務之履行。
2. 出賣人於買受人於本條第 1 項所述之財務濟情況變成明顯前，已發送貨物者，縱買受人持有領取貨物之文件，出賣人亦得阻止貨物之交付。
3. 合法持有領取貨物文件之第三人，對貨物為請求時，出賣人不得阻止其交付，但文件對其移轉之效果設有保留，或買受人能證明該文件持有人，於取得文件時，明知係出賣人之不利狀況者，不在此限。

Section II - Exemptions

第二節 免除

Article 74

1. Where one of the parties has not performed one of his obligations, he shall not be liable for such non-performance if he can prove that it was due to circumstances which, according to the intention of the parties at the time of the conclusion of the contract, he was not bound to take into account or to avoid or to overcome; in the absence of any expression of the intention of the parties, regard shall be had to what reasonable persons in the same situation would have intended.
2. Where the circumstances which gave rise to the non-performance of the obligation constituted only a temporary impediment to performance, the party in default shall nevertheless be permanently relieved of his obligation if, by reason of the delay, performance would be so radically changed as to amount to the performance of an obligation quite different from that contemplated by the contract.
3. The relief provided by this Article for one of the parties shall not exclude the avoidance of the contract under some other provision of the present Law or deprive the other party of any right which he has under the present Law to reduce the price, unless the circumstances which entitled the first party to relief were caused by the act of the other party or of some person for whose conduct he was responsible.

Section III - Supplementary Rules Concerning the Avoidance of the Contract

A. Supplementary grounds for avoidance

Article 75

1. Where, in the case of contracts for delivery of goods by instalments, by reason of any failure by one party to perform any of his obligations under the contract in respect of any instalment, the other party has good reason to fear failure of performance in respect of future instalments, he may declare the contract avoided for the future, provided that he does so promptly.
2. The buyer may also, provided that he does so promptly, declare the contract avoided in respect of future deliveries or in respect of deliveries already made or both, if by reason of their interdependence such deliveries would be worthless to him.

Article 76

Where prior to the date fixed for performance of the contract it is clear that one of the parties will commit a fundamental breach of the contract, the other party shall have the right to declare the contract avoided.

Article 77

Where the contract has been avoided under Article 75 or Article 76, the party declaring the contract avoided may claim damages in accordance with Articles 84 to 87.

第 74 條

1. 未履行義務之當事人，能證明其未履行係由於某情況，依契約訂立時當事人之意思，其對此種情況無考慮、避免或克服之義務者，不負不履行之責任；當事人無明示之意思時，應斟酌通常之人在相同情況下所應有之意思。
2. 導致債務不履行之情況，對履行雖僅係一時之障礙，但由於遲延，履行將發生重大變化，致所為之履行與契約所訂定之內容顯有不同者，未履行當事人之債務永久予以免除。
3. 本法給與一方當事人之救濟，不排除依本法其他規定，解除契約之權利，亦不剝奪他方當事人依本法享有減少價金之權利，但導致一方當事人免除債務之情況，係因他方當事人或應由其負責之人之行為所引起者，不在此限。

第三節 關於解除契約之補充規定

第 A 款 解除契約之補充事由

第 75 條

1. 於分期交付貨物買賣，關於任何一期，一方當事人未能履行其契約上之債務，致他方當事人有相當理由相信將來之各期有難為履行之虞者，就將來之給付得解除契約，但須即時為之。
2. 就將來之給付或已盡之給付或二者，因互相關係，致其給付對買受人無利益者，買受人得解除契約，但須即時為之。

第 76 條

於契約履行日前，一方當事人將構成契約基本違反已屬明顯時，他方當事人得解除契約。

第 77 條

依第 75 條或第 76 條之規定解除契約者，解除契約之當事人得依第 84 條至第 87 條之規定，請求損害賠償。

B. Effects of avoidance

Article 78

1. Avoidance of the contract releases both parties from their obligations thereunder, subject to any damages which may be due.
2. If one party has performed the contract either wholly or in part, he may claim the return of whatever he has supplied or paid under the contract. If both parties are required to make restitution, they shall do so concurrently.

Article 79

1. The buyer shall lose his right to declare the contract avoided where it is impossible for him to return the goods in the condition in which he received them.
2. Nevertheless, the buyer may declare the contract avoided:
 - (a) if the goods or part of the goods have perished or deteriorated as a result of the defect which justifies the avoidance;
 - (b) if the goods or part of the goods have perished or deteriorated as a result of the examination prescribed in Article 38;
 - (c) if part of the goods have been consumed or transformed by the buyer in the course of normal use before the lack of conformity with the contract was discovered;
 - (d) if the impossibility of returning the goods or of returning them in the condition in which they were received is not due to the act of the buyer or of some other person for whose conduct he is responsible;
 - (e) if the deterioration or transformation of the goods is unimportant.

Article 80

The buyer who has lost the right to declare the contract avoided by virtue of Article 79 shall retain all the other rights conferred on him by the present Law.

Article 81

1. Where the seller is under an obligation to refund the price, he shall also be liable for the interest thereon at the rate fixed by Article 83, as from the date of payment.
2. The buyer shall be liable to account to the seller for all benefits which he has derived from the goods or part of them, as the case may be:
 - (a) where he is under an obligation to return the goods or part of them; or
 - (b) where it is impossible for him to return the goods or part of them, but the contract is nevertheless avoided.

Section IV - Supplementary Rules Concerning Damages

第 B 款 解除契約之效果

第 78 條

1. 當事人雙方之債務因解除契約而免除，但得請求之損害賠償，不受影響。
2. 當事人已履行其契約之一部或全部者，得請求返還任何依契約所為之給付與支付，雙方當事人皆負回復原狀之義務者，應同時為之。

第 79 條

1. 買受人不能以原狀返還其所受領之貨物者，不得解除契約。
2. 於下列情形，買受人仍得解除契約：
 - (a) 貨物或其部分，因可構成解除契約原因之瑕疵而滅失或毀損者；
 - (b) 貨物或其部分，因第 38 條所規定之檢查而滅失或毀損者；
 - (c) 貨物或其部分於發現同一性欠缺前，因通常使用而消費或變更者；
 - (d) 貨物之不能歸還或依原狀返還，非由買受人或應由其應負責任之人之行為所引起者；
 - (e) 貨物之毀損或變更，其程度輕微者。

第 80 條

買受人依第 79 條之規定喪失解除契約之權利者，仍保有本法所賦予之其他權利。

第 81 條

1. 出賣人應返還價金者，應支付自受領時起，依第 83 條規定之利率而定之利息。
2. 買受人於下列情形之一，應對出賣人提出其自貨物全部或一部所獲得全部利益之報告：
 - (a) 負有返還貨物之全部或部分之義務者；或
 - (b) 雖不能返還貨物或其部分，但契約業經解除者。

第四節 關於損害賠償之補充規定

A. Damages where the contract is not avoided

Article 82

Where the contract is not avoided, damages for a breach of contract by one party shall consist of a sum equal to the loss, including loss of profit, suffered by the other party. Such damages shall not exceed the loss which the party in breach ought to have foreseen at the time of the conclusion of the contract, in the light of the facts and matters which then were known or ought to have been known to him, as a possible consequence of the breach of the contract.

Article 83

Where the breach of contract consists of delay in the payment of the price, the seller shall in any event be entitled to interest on such sum as is in arrears at a rate equal to the official discount rate in the country where he has his place of business or, if he has no place of business, his habitual residence, plus 1%.

B. Damages where the contract is avoided

Article 84

1. In case of avoidance of the contract, where there is a current price for the goods, damages shall be equal to the difference between the price fixed by the contract and the current price on the date on which the contract is avoided.
2. In calculating the amount of damages under paragraph 1 of this Article, the current price to be taken into account shall be that prevailing in the market in which the transaction took place or, if there is no such current price or its application is inappropriate, the price in a market which serves as a reasonable substitute, making due allowance for differences in the cost of transporting the goods.

Article 85

If the buyer has bought goods in replacement or the seller has resold goods in a reasonable manner, he may recover the difference between the contract price and the price paid for the goods bought in replacement or that obtained by the resale.

Article 86

The damages referred to in Articles 84 and 85 may be increased by the amount of any reasonable expenses incurred as a result of the breach or up to the amount of any loss, including loss of profit, which should have been foreseen by the party in breach, at the time of the conclusion of the contract, in the light of the facts and matters which were known or ought to have been known to him, as a possible consequence of the breach of the contract.

第 A 款 不可解約時之損害賠償

第 82 條

契約未解除者，當事人一方因違約所負之賠償，其數額應等於他方當事人所受之損失，包括所失之利益，此項賠償不得超過違約當事人於訂約時，依明知或應知之事實與情況應可預見為違約可能結果之損失。

第 83 條

買受人之違約係屬遲延支付價金者，出賣人得請求支付相當於其營業地國，無營業地者，其慣居地國之法定貼現率，另加百分之一利率之利息。

第 B 款 契約解除時之損害賠償

第 84 條

1. 契約經解除者，若貨物有市價時，賠償應等於契約所訂價格應與除當日市價之差額。
2. 於計算本條第 1 項賠償數額，應考慮之市價，係指交易發生地市場之價格，若無此項市價，或其不適當時，則指作為合理替代市場之價格，但運送貨物費用之差額應予斟酌。

第 85 條

買受人另購貨物以代原物或出賣人以適當方式再出售貨物者，得請求契約所訂價格與另購貨物或再出售貨物價格之差額。

第 86 條

第 84 條及第 85 條所稱之賠償，得因違約所生之任何合理費用而增加，或達到違約人於訂約時，依明知或可得而知之事實與情況，得預見為違約可能結果之損失，包括所失利益。

Article 87

If there is no current price for the goods, damages shall be calculated on the same basis as that provided in Article 82.

C. General provisions concerning damages

Article 88

The party who relies on a breach of the contract shall adopt all reasonable measures to mitigate the loss resulting from the breach. If he fails to adopt such measures, the party in breach may claim a reduction in the damages.

Article 89

In case of fraud, damages shall be determined by the rules applicable in respect of contracts of sale not governed by the present Law.

Section V - Expenses

Article 90

The expenses of delivery shall be borne by the seller; all expenses after delivery shall be borne by the buyer.

Section VI - Preservation of the Goods

Article 91

Where the buyer is in delay in taking delivery of the goods or in paying the price, the seller shall take reasonable steps to preserve the goods; he shall have the right to retain them until he has been reimbursed his reasonable expenses by the buyer.

Article 92

1. Where the goods have been received by the buyer, he shall take reasonable steps to preserve them if he intends to reject them; he shall have the right to retain them until he has been reimbursed his reasonable expenses by the seller.
2. Where goods despatched to the buyer have been put at his disposal at their place of destination and he exercises the right to reject them, he shall be bound to take possession of them on behalf of the seller, provided that this may be done without payment of the price and without unreasonable inconvenience or unreasonable expense. This provision shall not apply where the seller or a person authorized to take charge of the goods on his behalf is present at such destination.

Article 93

第 87 條

貨物無市價者，其賠償依第 82 條所定之相同基礎計算之。

第 C 款 關於損害賠償之一般規定

第 88 條

主張違約之當事人應採取所有合理之措施減少因違約而生之損害。其未採取此項措施時，違約之當事人得請求減少賠償金額。

第 89 條

於詐欺情形，損害賠償依本法所未規定，就買賣契約得適用之規則定之。

第五節 費用

第 90 條

交付標之物之費用由出賣人負擔。交付後之一切費用則由買受人負擔之。

第六節 貨物之保管

第 91 條

買受人遲延受領貨物或支付價金時，出賣人應採合理措施保管，於保管所需之合理實用清償前，出賣人得留置標之物。

第 92 條

1. 買受人已受領貨物，但欲為拒絕者，應採合理措施保管之。在出賣人償還合理費用前，買受人得留置貨物。
2. 發送之貨物於其到達地已置於買受人之支配下，而買受人行使其拒絕之權利者，於不須支付價金或引起不合理費用或不便之範圍內，買受人應代出賣人占有標之物，於到達地有出賣人或被授權看護貨物之人者，本項規定不適用之。

第 93 條

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

對於貨物負有保管義務之當事人，得以他方當事人費用，將貨物存於第三人之倉庫，但所生之費用非為不合理者為限。

Article 94

1. The party who, in the cases to which Articles 91 and 92 apply, is under an obligation to take steps to preserve the goods may sell them by any appropriate means, provided that there has been unreasonable delay by the other party in accepting them or taking them back or in paying the cost of preservation and provided that due notice has been given to the other party of the intention to sell.
2. The party selling the goods shall have right to retain out of the proceeds of sale an amount equal to the reasonable costs of preserving the goods and of selling them and shall transmit the balance to the other party.

第 94 條

1. 當事人依第 91 條及第 92 條之規定負保管貨物之義務者，如他方當事人於受領或取回貨物，或支付保管費用顯有遲延時，得依適當方法出售貨物，但以此項出賣之意思業經通知他方者為限。
2. 出賣貨物之當事人就其保管或出賣貨物所需合理費用，得由賣金求償，剩餘之金額應返還他方當事人。

Article 95

Where, in the cases to which Articles 91 and 92 apply, the goods are subject to loss or rapid deterioration or their preservation would involve unreasonable expense, the party under the duty to preserve them is bound to sell them in accordance with Article 94.

第 95 條

於第 91 條及第 92 條情形，標的物有滅失或毀損之虞、或其保管費用過鉅者，負保管義務之當事人，應依第 94 條規定將之出賣。

Chapter VI - Passing of the Risk

第六章 危險移轉

Article 96

Where the risk has passed to the buyer, he shall pay the price notwithstanding the loss or deterioration of the goods, unless this is due to the act of the seller or of some other person for whose conduct the seller is responsible.

第 96 條

標的物之危險已移轉於買受人者，貨物雖遭滅失或毀損，買受人仍有支付價金之義務，但貨物之滅失或毀損係由出賣人或應由其負責人之行為所致者，不在此限。

Article 97

1. The risk shall pass to the buyer when delivery of the goods is effected in accordance with the provisions of the contract and the present law.
2. In the case of the handing over of goods which are not in conformity with the contract, the risk shall pass to the buyer from the moment when the handing over has, apart from the lack of conformity, been effected in accordance with the provisions of the contract and of the present Law, where the buyer has neither declared the contract avoided nor required goods in replacement.

第 97 條

1. 自出賣人依契約及本法規定完成交付時起，貨物之危險移轉於買受人。
2. 所提出之貨物未具同一性者，危險自貨物之提交，除同一性欠缺外，已依契約及本法規定完成之時起，移轉於買受人，但買受人解除契約，或請求其他替代之物者，不在此限。

Article 98

1. Where the handing over of the goods is delayed owing to the breach of an obligation of the buyer, the risk shall pass to the buyer as from the last date when, apart from such breach, the

第 98 條

1. 貨物交付遲延係因買受人違反其義務者，自若無此項違約，貨物交付依契約應可完成之最後日起，危險移轉於

handing over could have been made in accordance with the contract.

2. Where the contract relates to a sale of unascertained goods, delay on the part of the buyer shall cause the risk to pass only when the seller has set aside goods manifestly appropriated to the contract and has notified the buyer that this has been done.
3. Where unascertained goods are of such a kind that the seller cannot set aside a part of them until the buyer takes delivery, it shall be sufficient for the seller to do all acts necessary to enable the buyer to take delivery.

Article 99

1. Where the sale is of goods in transit by sea, the risk shall be borne by the buyer as from the time at which the goods were handed over to the carrier.
2. Where the seller, at the time of the conclusion of the contract, knew or ought to have known that the goods had been lost or had deteriorated, the risk shall remain with him until the time of the conclusion of the contract:

Article 100

If, in a case to which paragraph 3 of Article 19 applies, the seller, at the time of sending the notice or other document referred to in that paragraph, knew or ought to have known that the goods had been lost or had deteriorated after they were handed over to the carrier, the risk shall remain with the seller until the time of sending such notice or document.

Article 101

The passing of the risk shall not necessarily be determined by the provisions of the contract concerning expenses.

買受人。

2. 買賣契約之標的物為不特定貨物者，須出賣人為履行契約之目的而保留某部份貨物，並已就此通知買受人者，買受人之遲延始導致危險之移轉。
3. 不特定貨物，依其性質，於買受人受領前未能履行契約之目的而保留其中一部分者，出賣人僅須完成一切使買受人受領給付所必要之行為，即為已足。

第 99 條

1. 買賣契約之貨物於在海上運送者，自該貨物交付於運送人時起，危險即由買受人負擔。
2. 出賣人於締約時，已明知或應知貨物業已滅失或毀損者，迨至契約締結時，危險仍由其負擔。

第 100 條

於適用本法第 19 條第 3 項情形時，若出賣人於發出該項規定所稱之通知或其他文件時，明知或應知貨物於提交運送人後，業已滅失或毀損者，於發出通知或文件前，危險仍由出賣人負擔之。

第 101 條

危險之移轉，不依契約關於費用之約款而予以決定。

