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Celebrating the 40th Anniversary of the CISG:

CISG as a Tool for Global Trade

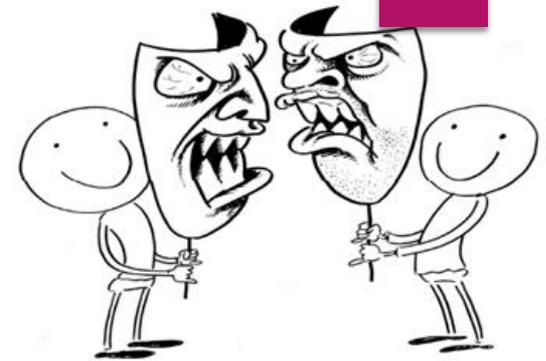
- Theory and Practice



The CISG as a Visual Tool for Contracting

PROF CAMILLA BAASCH ANDERSEN

ILLUSTRATIONS BY LOUIS SILVESTRO



THE RESULTS OF LEGAL JARGON
ON CONTRACTUAL PARTNERSHIPS

LOUI SILVESTRO
0411 172 519

The Law Needs to Change...

It started with contracts...

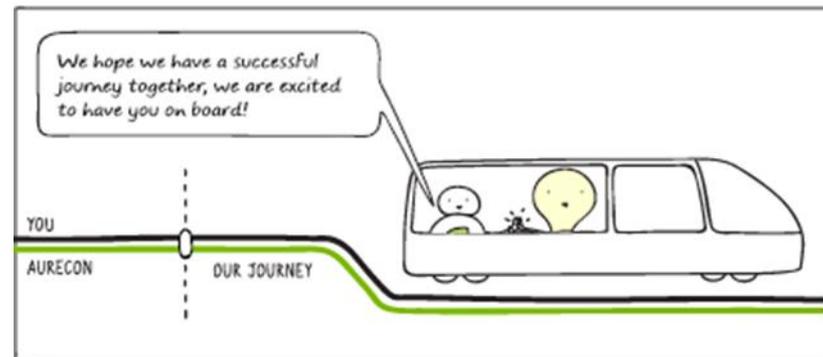
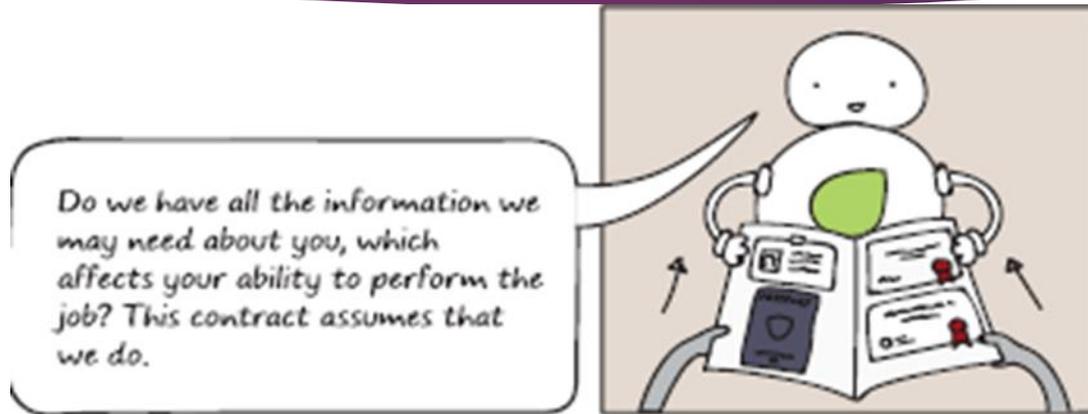


PASS



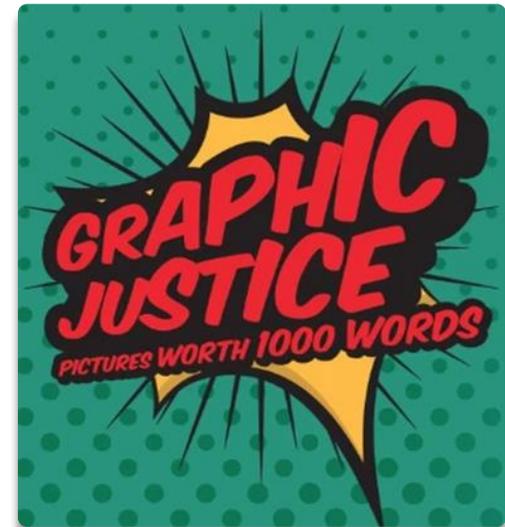


...illustrations are for everyone!



Access to Justice

- ▶ Justice should be “Accessible to ALL” (Australian Law Council)
- ▶ These contracts are clear and easy to understand
- ▶ They are relational – and so improve contracting performance
- ▶ Hiil grant (De Rooy)
- ▶ “Graphic Justice” Exhibit at Queensland Supreme Court and new article by Lee & Andersen



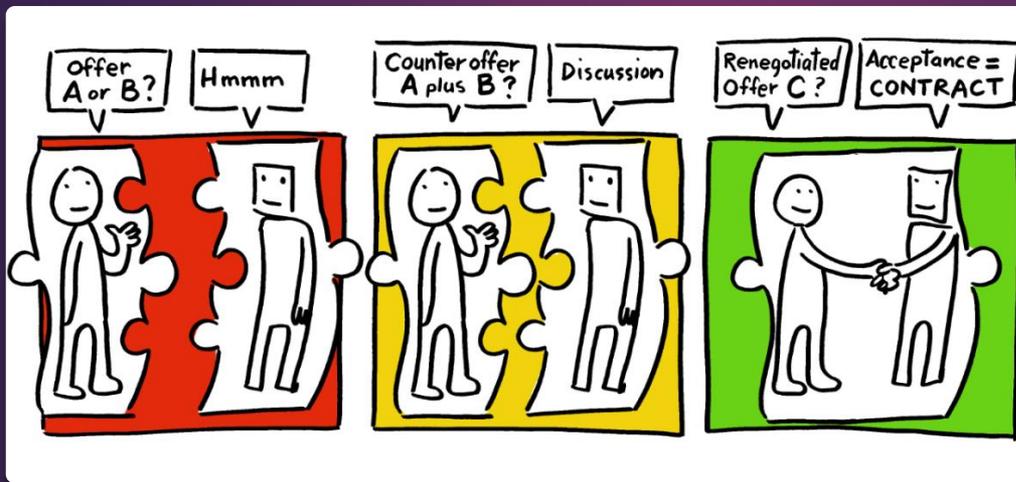
The Stats

- ❖ Dispute ELIMINATION
- ❖ Better relations
- ❖ Improved staff training (employment contracts)
- ❖ 2 year psychometric testing shows greatly improved:
 - ▶ Comprehension
 - ▶ Engagement
 - ▶ Perception

So what does THIS have to do with the
CISG...???



- ❖ Transparency
- ❖ Ease of reference
- ❖ CISG as contract check list
- ❖ Negotiation instrument
- ❖ Helping to bring relational values to the CISG



Imagine
the
formatting
rules...

FINE PRINT
– Very
ROUGH
draft
concepts
coming
up...



No funding



No discussions



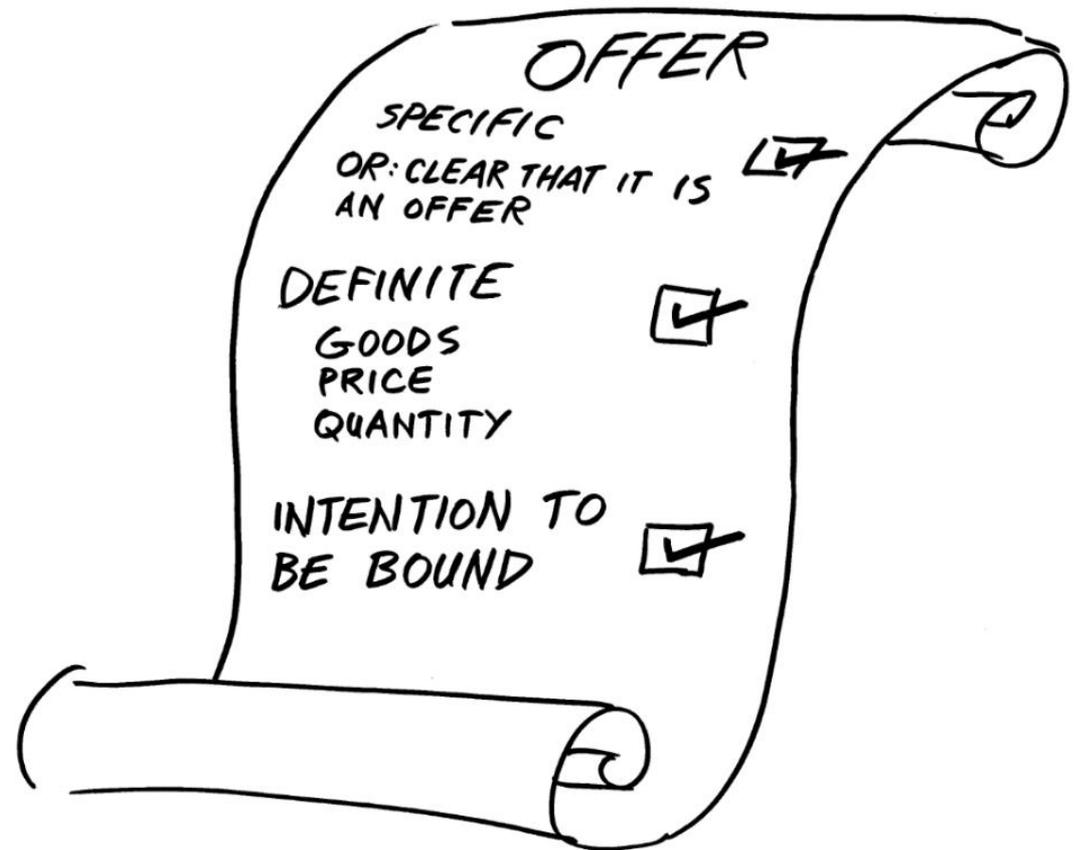
Very fast draft drawings
and concept art



...but consider what
COULD be developed...

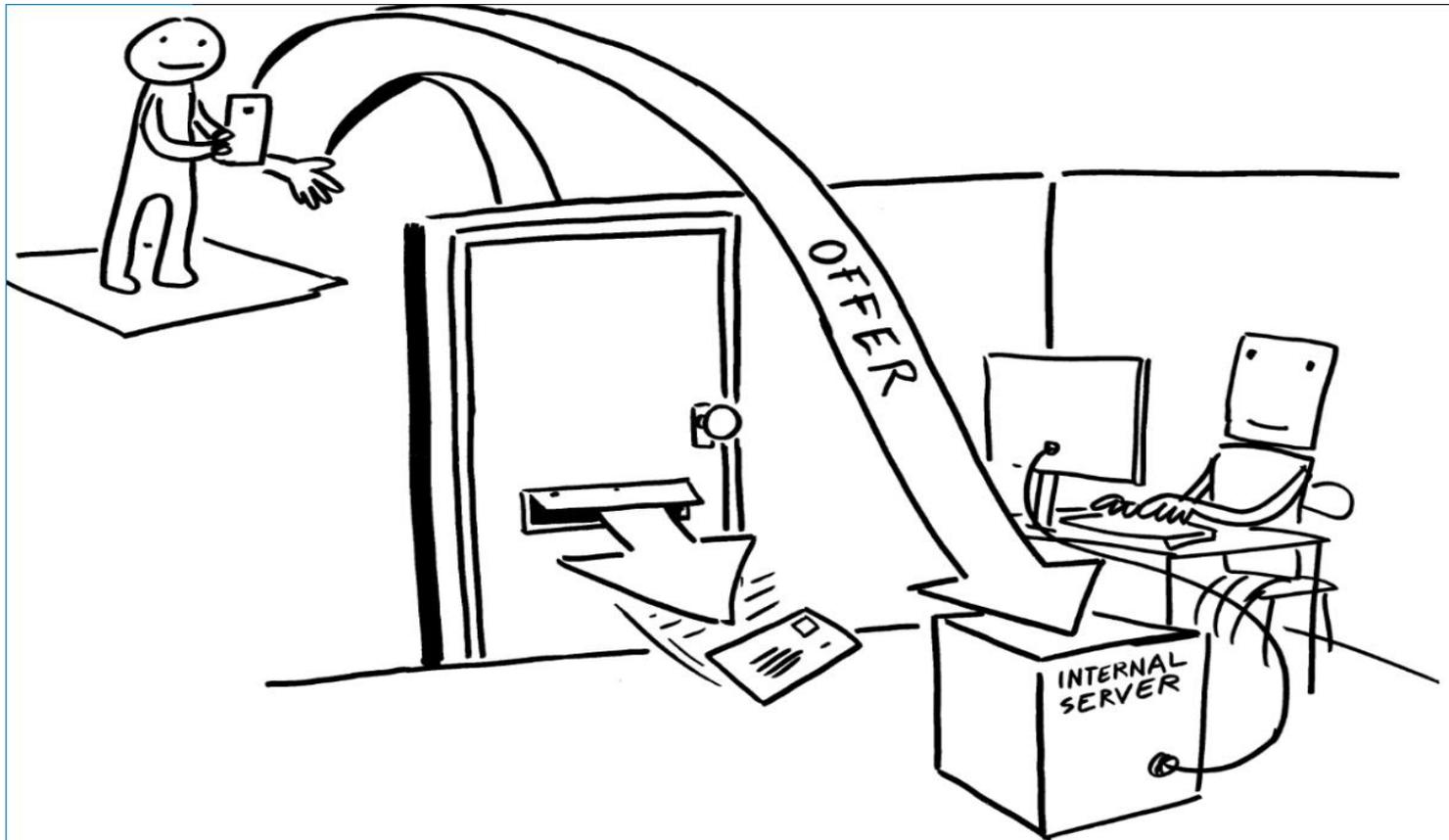
Article 14 – what is an offer?

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



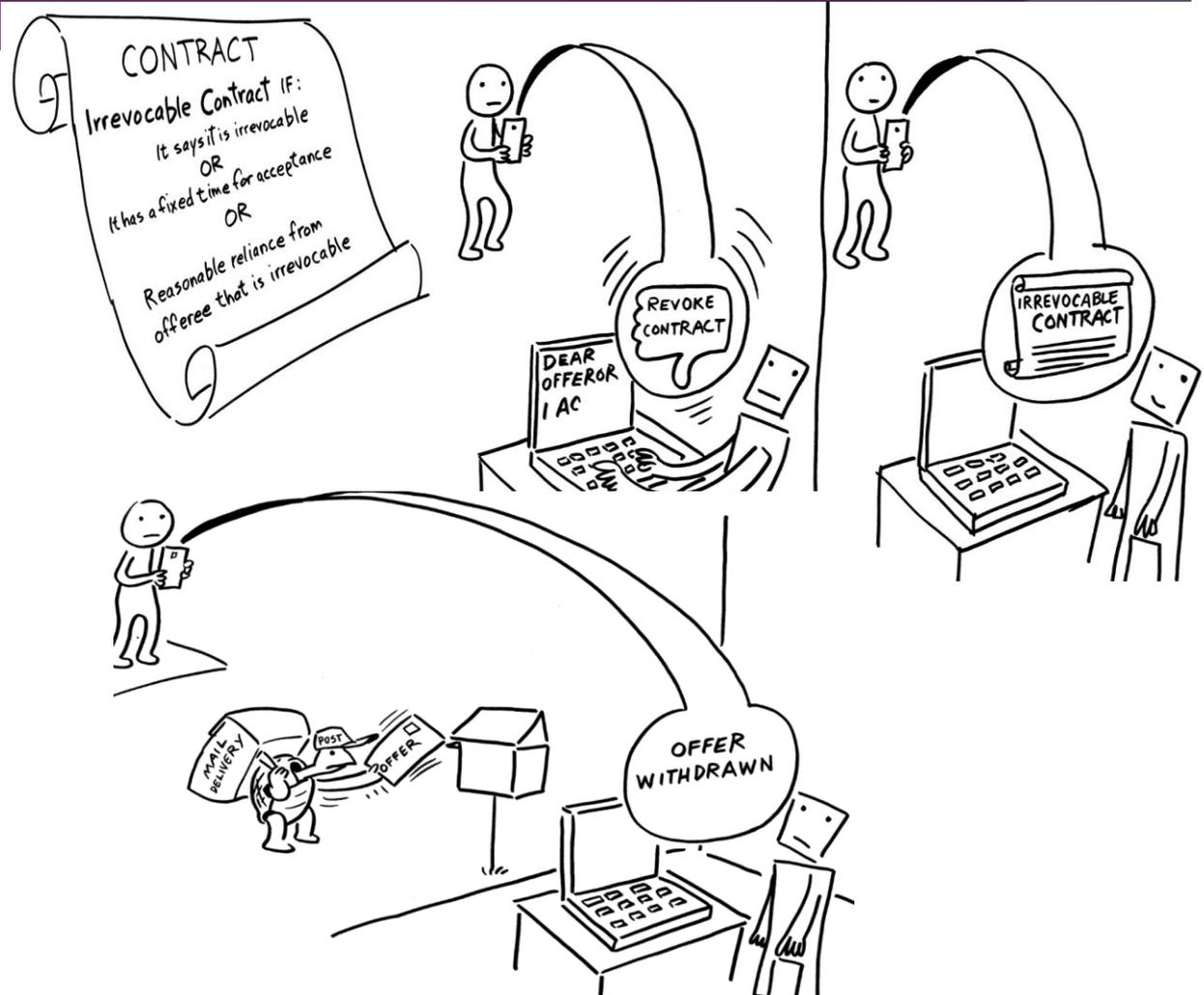
Article 15(1) – reaches the offeree

- ▶ (1) An offer becomes effective when it reaches the offeree.



Article 16/15(2) – withdrawing/Revoking an offer

- ▶ 16(1) Until a contract is concluded an offer may be revoked if the revocation reaches the offeree before he has dispatched an acceptance.
- ▶ (2) However, an offer cannot be revoked:
 - ▶ (a) if it indicates, whether by stating a fixed time for acceptance or otherwise, that it is irrevocable; or
 - ▶ (b) if it was reasonable for the offeree to rely on the offer as being irrevocable and the offeree has acted in reliance on the offer.
- ▶ 15(2) An offer, even if it is irrevocable, may be withdrawn if the withdrawal reaches the offeree before or at the same time as the offer



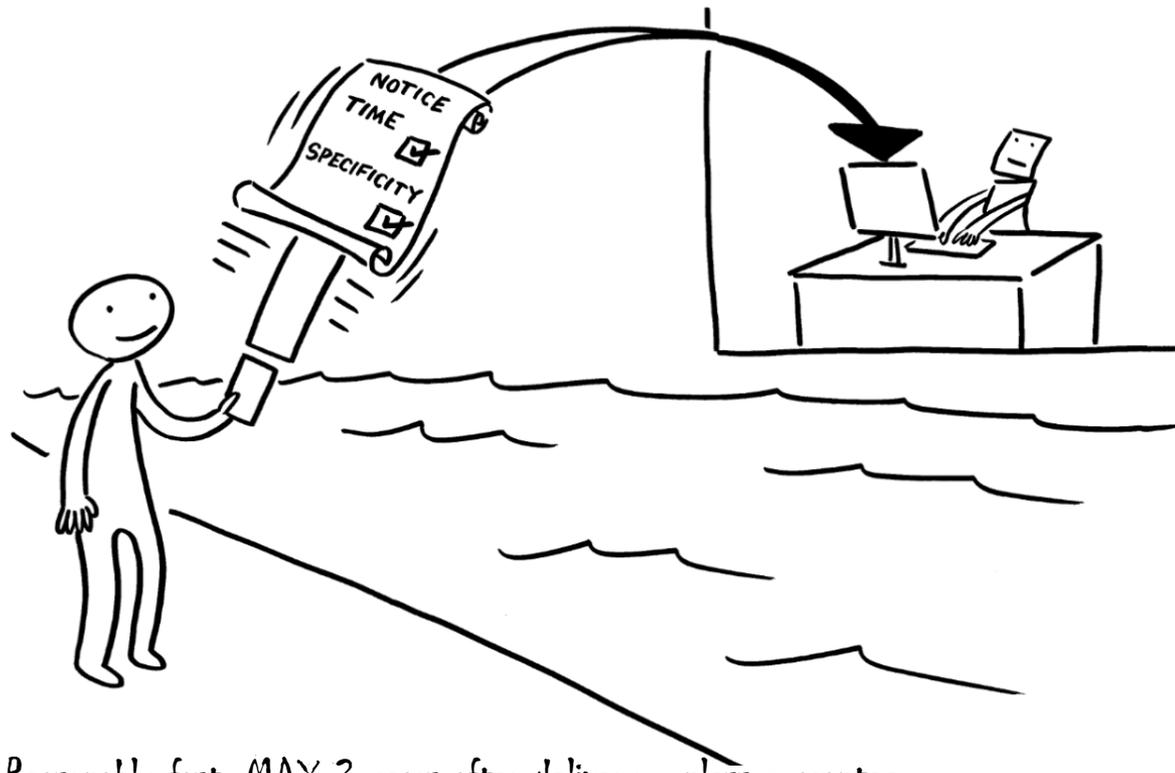
Article 38 - Examining goods

- ▶ (1) The buyer must examine the goods, or cause them to be examined, within as short a period as is practicable in the circumstances.
- ▶ (2) If the contract involves carriage of the goods, examination may be deferred until after the goods have arrived at their destination.
- ▶ (3) If the goods are redirected in transit or redispached by the buyer without a reasonable opportunity for examination by him and at the time of the conclusion of the contract the seller knew or ought to have known of the possibility of such redirection or redispach, examination may be deferred until after the goods have arrived at the new destination.



Article 39 – Communicating non-conformity

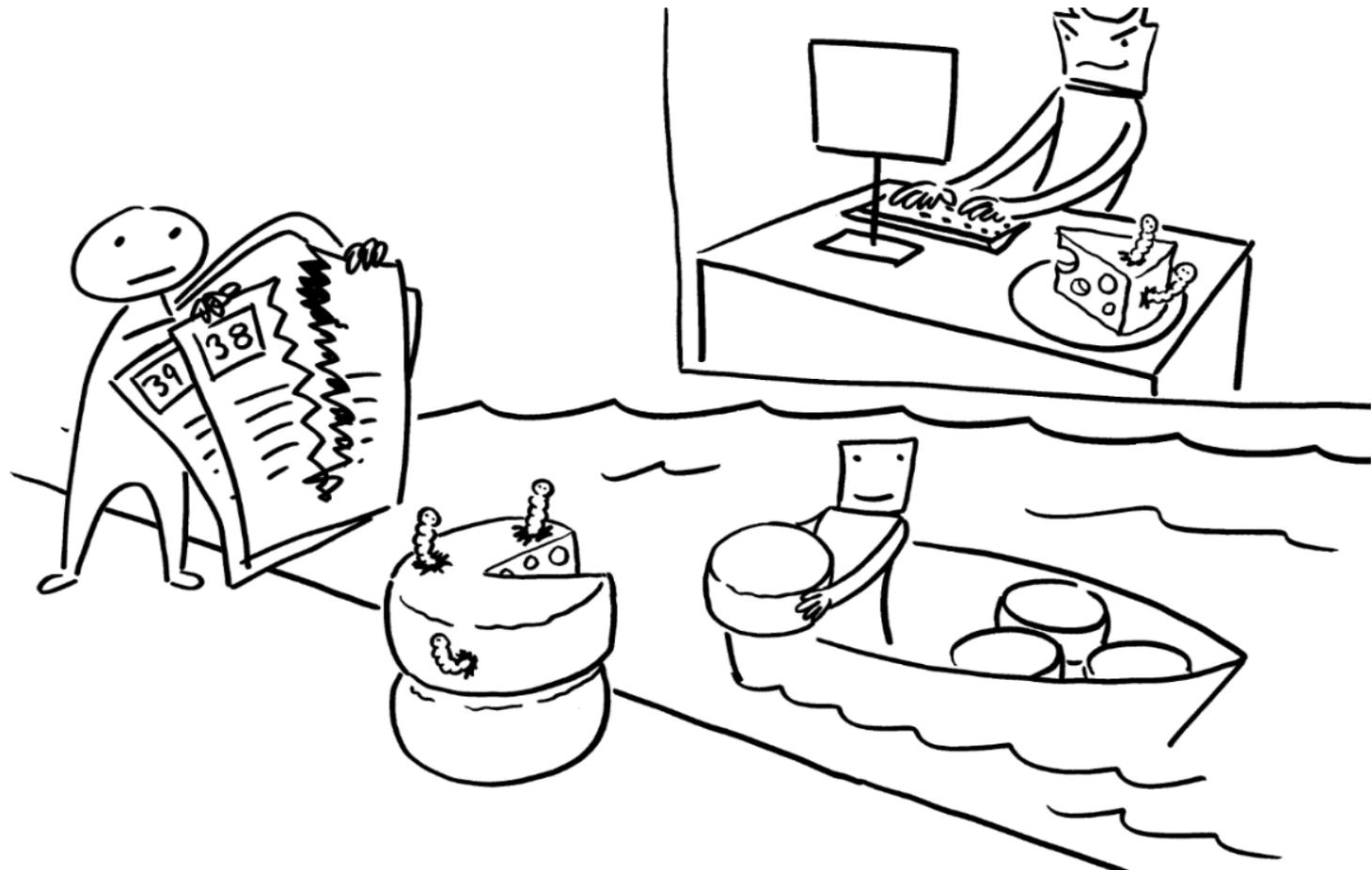
- ▶ (1) The buyer loses the right to rely on a lack of conformity of the goods if he does not give notice to the seller specifying the nature of the lack of conformity within a reasonable time after he has discovered it or ought to have discovered it.
- ▶ (2) In any event, the buyer loses the right to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



Time: Reasonably fast. MAX 2 years after delivery, unless guarantee

Article 40 – Seller didn't need to be told

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



Questions...?

