

# 联合国国际货物销售合同公约

## United Nations Convention On Contracts For The International Sale Of Goods, 1980 (CISG)

1980年4月11日订于维也纳

本公约各缔约国，铭记联合国大会第六届特别会议通过的关于建立新的国际经济秩序的各项决议的广泛目标，考虑到在平等互利基础上发展国际贸易是促进各国间友好关系的一个重要因素，认为采用照顾到不同的社会、经济和法律制度的国际货物销售合同统一规则，将有助于减少国际贸易的法律障碍，促进国际贸易的发展，兹协议如下：

THE STATES PARTIES TO THIS CONVENTION,

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

HAVE DECREED as follows:

### 第一部分 适用范围和总则

#### PART I-Sphere of Application and General Provisions

##### 第一章 适用范围

##### Chapter I-Sphere of Application

###### 第一条

(1) 本公约适用于营业地在不同国家的当事人之间所订立的货物销售合同：

- (a) 如果这些国家是缔约国；或
- (b) 如果国际私法规则导致适用某一缔约国的法律。

(2) 当事人营业地在不同国家的事实，如果从合同或从订立合同前任何时候或订立合同时，当事人之间的任何交易或当事人透露的情报均看不出，应不予考虑。

(3) 在确定本公约的适用时，当事人的国籍和当事人或合同的民事或商业性质，应不予考虑。

###### Article 1

(1) This Convention applies to contracts of sale of goods between parties whose places of business are in different States:

- (a) when the States are Contracting States; or
- (b) when the rules of private international law lead to the application of the law of a Contracting State.

(2) The fact that the parties have their places of business in different States is to be disregarded whenever this fact does not appear either from the contract or from any dealings between, or from information disclosed by, the parties at any time before or at the conclusion of the contract.

(3) Neither the nationality of the parties nor the civil or commercial character of the parties or of the contract is to be taken into consideration in determining the application of this Convention.

###### 第二条

本公约不适用于以下的销售：

(a) 购供私人、家人或家庭使用的货物的销售，除非卖方在订立合同前任何时候或订立合同时不知道而且没有理由知道这些货物是购供任何这种使用；

- (b) 经由拍卖的销售；
- (c) 根据法律执行令状或其它令状的销售；
- (d) 公债、股票、投资证券、流通票据或货币的销售；
- (e) 船舶、船只、气垫船或飞机的销售；
- (f) 电力的销售。

#### Article 2

This Convention does not apply to sales:

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

### **第三条**

(1) 供应尚待制造或生产的货物的合同应视为销售合同，除非订购货物的当事人保证供应这种制造或生产所需的大部分重要材料。

(2) 本公约不适用于供应货物一方的绝大部分义务在于供应劳力或其它服务的合同。

#### Article 3

(1) Contracts for the supply of goods to be manufactured or produced are to be considered sales unless the party who orders the goods undertakes to supply a substantial part of the materials necessary for such manufacture or production.

(2) This Convention does not apply to contracts in which the preponderant part of the obligations of the party who furnishes the goods consists in the supply of labour or other services.

### **第四条**

本公约只适用于销售合同的订立和卖方和买方因此种合同而产生的权利和义务。特别是，本公约除非另有明文规定与以下事项无关：

- (a) 合同的效力，或其任何条款的效力，或任何惯例的效力；
- (b) 合同对所售货物所有权可能产生的影响。

#### Article 4

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

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

### **第五条**

本公约不适用于卖方对于货物对任何人所造成的死亡或伤害的责任。

#### Article 5

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

### **第六条**

双方当事人可以不适用本公约，或在第十二条的条件下，减损本公约的任何规定或改变其效力。

#### Article 6

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

## 第二章 总则

### Chapter II-General Provisions

#### 第七条

(1) 在解释本公约时，应考虑到本公约的国际性质和促进其适用的统一以及在国际贸易上遵守诚信的需要。

(2) 凡本公约未明确解决的属于本公约范围的问题，应按照本公约所依据的一般原则来解决，在没有一般原则的情况下，则应按照国际私法规定适用的法律来解决。

#### Article 7

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

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

#### 第八条

(1) 为本公约的目的，一方当事人所作的声明和其它行为，应依照他的意旨解释，如果另一方当事人已知道或者不可能不知道此一意旨。

(2) 如果上一款的规定不适用，当事人所作的声明和其它行为，应按照一个与另一方当事人同等资格、通情达理的人处于相同情况中，应有的理解来解释。

(3) 在确定一方当事人的意旨或一个通情达理的人应有的理解时，应适当地考虑到与事实有关的一切情况，包括谈判情形、当事人之间确立的任何习惯作法、惯例和当事人其后的任何行为。

#### Article 8

(1) For the purposes of this Convention statements made by and other conduct of a party are to be interpreted according to his intent where the other party knew or could not have been unaware what that intent was.

(2) If the preceding paragraph is not applicable, statements made by and other conduct of a party are to be interpreted according to the understanding that a reasonable person of the same kind as the other party would have had in the same circumstances.

(3) In determining the intent of a party or the understanding a reasonable person would have had, due consideration is to be given to all relevant circumstances of the case including the negotiations, any practices which the parties have established between themselves, usages and any subsequent conduct of the parties.

#### 第九条

(1) 双方当事人业已同意的任何惯例和他们之间确立的任何习惯做法，对双方当事人均有约束力。

(2) 除非另有协议，双方当事人应视为已默示地同意对他们的合同或合同的订立适用双方当事人已知道或理应知道的惯例，而这种惯例，在国际贸易上，已为有关特定贸易所涉同类合同的当事人所广泛知道并为他们所经常遵守。

#### Article 9

(1) The parties are bound by any usage to which they have agreed and by any practices which they have established between themselves.

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

#### 第十条

为本公约的目的：

(a) 如果当事人有一个以上的营业地，则以与合同及合同的履行关系最密切的营业地为其营业地，但要考虑到双方当事人在订立合同前任何时候或订立合同时所知道或所设想的情况；

(b) 如果当事人没有营业地，则以其惯常居住地为准。

Article 10

For the purposes of this Convention:

(a) if a party has more than one place of business, the place of business is that which has the closest relationship to the contract and its performance, having regard to the circumstances known to or contemplated by the parties at any time before or at the conclusion of the contract;

(b) if a party does not have a place of business, reference is to be made to his habitual residence.

### **第十一条**

销售合同无须以书面订立或书面证明，在形式方面也不受任何其它条件的限制。销售合同可以用包括人证在内的任何方法证明。

Article 11

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

### **第十二条**

本公约第十一条、第二十九条或第二部分准许销售合同或其更改或根据协议终止，或者任何发价、接受或其它意旨表示得以书面以外任何形式做出的任何规定不适用，如果任何一方当事人的营业地是在已按照本公约第九十六条做出了声明的一个缔约国内，各当事人不得减损本条或改变其效力。

Article 12

Any provision of article 11, article 29 or Part II of this Convention that allows a contract of sale or its modification or termination by agreement or any offer, acceptance or other indication of intention to be made in any form other than in writing does not apply where any party has his place of business in a Contracting State which has made a declaration under article 96 of this Convention. The parties may not derogate from or vary the effect of this article.

### **第十三条**

为本公约的目的，“书面”包括电报和电传。

Article 13

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

## **第二部分 合同的订立**

### **PART II-Formation of the Contract**

#### **第十四条**

(1) 向一个或一个以上特定的人提出的订立合同的建议，如果十分确定并且表明发价人在得到接受时承受约束的意旨，即构成发价。一个建议如果写明货物并且明示或暗示地规定数量和价格或规定如何确定数量和价格，即为十分确定。

(2) 非向一个或一个以上特定的人提出的建议，仅应视为邀请做出发价，除非提出建议的人明确地表示相反的意见。

Article 14

(1) A proposal for concluding a contract addressed to one or more specific persons constitutes an offer if it is sufficiently definite and indicates the intention of the offeror to be bound in case of acceptance. A proposal is sufficiently definite if it indicates the goods and expressly or implicitly fixes or makes provision for determining the quantity and the price.

(2) A proposal other than one addressed to one or more specific persons is to be considered merely as an invitation to make offers, unless the contrary is clearly indicated by the person making the proposal.

### **第十五条**

(1) 发价于送达被发价人时生效。

(2) 一项发价，即使是不可撤销的，得予撤回，如果撤回通知于发价送达被发价人之前或同时，送达被发价人。

#### Article 15

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

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

### **第十六条**

(1) 在未订立合同之前，发价得予撤销，如果撤销通知于被发价人发出接受通知之前送达被发价人。

(2) 但在下列情况下，发价不得撤销：

(a) 发价写明接受发价的期限或以其它方式表示发价是不可撤销的；或

(b) 被发价人有理由信赖该项发价是不可撤销的，而且被发价人已本着对该项发价的信赖行事。

#### Article 16

(1) Until a contract is concluded an offer may be revoked if the revocation reaches the offeree before he has dispatched an acceptance.

(2) However, an offer cannot be revoked:

(a) if it indicates, whether by stating a fixed time for acceptance or otherwise, that it is irrevocable; or

(b) if it was reasonable for the offeree to rely on the offer as being irrevocable and the offeree has acted in reliance on the offer.

### **第十七条**

一项发价，即使是不可撤销的，于拒绝通知送达发价人时终止。

#### Article 17

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

### **第十八条**

(1) 被发价人声明或做出其它行为表示同意一项发价，即是接受，缄默或不行动本身不等于接受。

(2) 接受发价于表示同意的通知送达发价人时生效。如果表示同意的通知在发价人所规定的时间内，如未规定时间，在一段合理的时间内，未曾送达发价人，接受就成为无效，但须适当地考虑到交易的情况，包括发价人所使用的通讯方法的迅速程序。对口头发价必须立即接受，但情况有别者不在此限。

(3) 但若根据该项发价或依当事人之间确立的习惯作法和惯例，被发价人可以做出某种行为，例如与发运货物或支付价款有关的行为，来表示同意，而无须向发价人发出通知，则接受于该项行为做出时生效，但该项行为必须在上一款所规定的期间内做出。

#### Article 18

(1) A statement made by or other conduct of the offeree indicating assent to an offer is an acceptance. Silence or inactivity does not in itself amount to acceptance.

(2) An acceptance of an offer becomes effective at the moment the indication of assent reaches the offeror. An acceptance is not effective if the indication of assent does not reach the offeror within the time he has fixed or, if no time is fixed, within a reasonable time, due account being taken of the circumstances of the transaction, including the rapidity of the means of communication employed by the offeror. An oral offer must be accepted immediately unless the circumstances indicate otherwise.

(3) However, if, by virtue of the offer or as a result of practices which the parties have established between themselves or of usage, the offeree may indicate assent by performing an act, such as one relating to the dispatch of the goods or payment of the price, without notice to the offeror, the acceptance is effective at the moment the act is performed, provided that the act is performed within the period of time laid down in the preceding paragraph.

### **第十九条**

(1) 对发价表示接受但载有添加、限制或其它更改的答复，即为拒绝该项发价，并构成还价。

(2) 但是，对发价表示接受但载有添加或不同条件的答复，如所载的添加或不同条件在实质上并不变更该项发价的条件，除发价人在不过分迟延的期间内以口头或书面通知反对其间的差异外，仍构成接受。如果发价人不做出这种反对，合同的条件就以该项发价的条件以及接受通知内所载的更改为准。

(3) 有关货物价格、付款、货物质量和数量、交货地点和时间、一方当事人对另一方当事人的赔偿责任范围或解决争端等等的添加或不同条件，均视为在实质上变更发价的条件。

### **Article 19**

(1) A reply to an offer which purports to be an acceptance but contains additions, limitations or other modifications is a rejection of the offer and constitutes a counter-offer.

(2) However, a reply to an offer which purports to be an acceptance but contains additional or different terms which do not materially alter the terms of the offer constitutes an acceptance, unless the offeror, without undue delay, objects orally to the discrepancy or dispatches a notice to that effect. If he does not so object, the terms of the contract are the terms of the offer with the modifications contained in the acceptance.

(3) Additional or different terms relating, among other things, to the price, payment, quality and quantity of the goods, place and time of delivery, extent of one party's liability to the other or the settlement of disputes are considered to alter the terms of the offer materially.

### **第二十条**

(1) 发价人在电报或信件内规定的接受期间，从电报交发时刻或信上载明的发信日期起算，如信上未载明发信日期，则从信封上所载日期起算。发价人以电话、电传或其它快速通讯方法规定的接受期间，从发价送达被发价人时起算。

(2) 在计算接受期间时，接受期间内的正式假日或非营业日应计算在内。但是，如果接受通知在接受期间的最后一天未能送到发价人地址，因为那天在发价人营业地是正式假日或非营业日，则接受期间应顺延至下一个营业日。

### **Article 20**

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

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

### **第二十一条**

(1) 逾期接受仍有接受的效力，如果发价人毫不迟延地用口头或书面将此种意见通知被发价人。

(2) 如果载有逾期接受的信件或其它书面文件表明，它是在传递正常、能及时送达发价人的情况下寄发的，则该项逾期接受具有接受的效力，除非发价人毫不迟延地用口头或书面通知被发价人：他认为他的发价已经失效。

### **Article 21**

(1) A late acceptance is nevertheless effective as an acceptance if without delay the offeror orally so informs the offeree or dispatches a notice to that effect.

(2) If a letter or other writing containing a late acceptance shows that it has been sent in such circumstances that if its

transmission had been normal it would have reached the offeror in due time, the late acceptance is effective as an acceptance unless, without delay, the offeror orally informs the offeree that he considers his offer as having lapsed or dispatches a notice to that effect.

#### **第二十二條**

接受得予撤回，如果撤回通知于接受原应生效之前或同时，送达发价人。

#### **Article 22**

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

#### **第二十三條**

合同于按照本公约规定对发价的接受生效时订立。

#### **Article 23**

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

#### **第二十四條**

为公约本部分的目的，发价、接受声明或任何其它意旨表示“送达”对方，系指用口头通知对方或通过任何其它方法送交对方本人，或其营业地或通讯地址，如无营业地或通讯地址，则送交对方惯常居住地。

#### **Article 24**

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

## **第三部分 货物销售**

### **PART III-Sale of Goods**

#### **第一章 总则**

#### **Chapter I-General Provisions**

#### **第二十五條**

一方当事人违反合同的结果，如使另一方当事人蒙受损害，以致于实际上剥夺了他根据合同规定有权期待得到的东西，即为根本违反合同，除非违反合同一方并不预知而且一个同等资格、通情达理的人处于相同情况中也没有理由预知会发生这种结果。

#### **Article 25**

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

#### **第二十六條**

宣告合同无效的声明，必须向另一方当事人发出通知，方始有效。

#### **Article 26**

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

#### **第二十七條**

除非公约本部分另有明文规定，当事人按照本部分的规定，以适合情况的方法发出任何通知、要求或其它通知后，这种通知如在传递上发生耽搁或错误，或者未能到达，并不使该当事人丧失依靠该项通知的权利。

#### **Article 27**

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

#### **第二十八條**

若按照本公约的规定，一方当事人有权要求另一方当事人履行某一义务，法院没有义务做出判决，要求具体履行此

一义务，除非法院依照其本身的法律对不属本公约范围的类似销售合同愿意这样做。

#### Article 28

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

#### **第二十九条**

(1) 合同只需双方当事人协议，就可更改或终止。

(2) 规定任何更改或根据协议终止必须以书面做出的书面合同，不得以任何其它方式更改或根据协议终止。但是，一方当事人的行为，如经另一方当事人寄以信赖，就不得坚持此项规定。

#### Article 29

(1) A contract may be modified or terminated by the mere agreement of the parties.

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

## **第二章 卖方的义务** **Chapter II-Obligations of the Seller**

#### **第三十条**

卖方必须按照合同和本公约的规定，交付货物，移交一切与货物有关的单据并转移货物所有权。

#### Article 30

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

#### 第一节 交付货物和移交单据

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

#### **第三十一条**

如果卖方没有义务要在任何其它特定地点交付货物，他的交货义务如下：

(a) 如果销售合同涉及到货物的运输，卖方应把货物移交给第一承运人，以运交给买方；

(b) 在不属于上款规定的情况下，如果合同指的是特定货物或从特定存货中提取的或尚待制造或生产的未经特定化的货物，而双方当事人在订立合同时已知道这些货物是在某一特定地点，或将在某一特定地点制造或生产，卖方应在该地点把货物交给买方处置；

(c) 在其它情况下，卖方应在他于订立合同时的营业地把货物交给买方处置。

#### Article 31

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

(a) if the contract of sale involves carriage of the goods - in handing the goods over to the first carrier for transmission to the buyer;

(b) if, in cases not within the preceding subparagraph, the contract related to specific goods, or unidentified goods to be drawn from a specific stock or to be manufactured or produced, and at the time of the conclusion of the contract the parties knew that the goods were at, or were to be manufactured or produced at, a particular place - in placing the goods at the buyer's disposal at that place;

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

#### **第三十二条**

(1) 若卖方按合同或本公约的规定将货物交付给承运人，但货物没有以货物上加标记、或以装运单据或其它方式清楚地注明有关合同，卖方必须向买方发出列明货物的发货通知。

(2) 若卖方有义务安排货物的运输，他必须订立必要的合同，以按通常运输条件，用适合情况的运输工具，把货物运到指定地点。

(3) 若卖方无义务对货物的运输办理保险，他必须在买方提出要求时，向买方提供一切现有的必要资料，使他能够

够办理这种保险。

#### Article 32

(1) If the seller, in accordance with the contract or this Convention, hands the goods over to a carrier and if the goods are not clearly identified to the contract by markings on the goods, by shipping documents or otherwise, the seller must give the buyer notice of the consignment specifying the goods.

(2) If the seller is bound to arrange for carriage of the goods, he must make such contracts as are necessary for carriage to the place fixed by means of transportation appropriate in the circumstances and according to the usual terms for such transportation.

(3) If the seller is not bound to effect insurance in respect of the carriage of the goods, he must, at the buyer's request, provide him with all available information necessary to enable him to effect such insurance.

#### **第三十三条**

卖方必须按以下规定的日期交付货物：

(a) 如果合同规定有日期，或从合同可以确定日期，应在该日期交货；

(b) 如果合同规定有一段时间，或从合同可以确定一段时间，除非情况表明应由买方选定一个日期外，应在该段时间内任何时候交货；或者

(c) 在其它情况下，应在订立合同后一段合理时间内交货。

#### Article 33

The seller must deliver the goods:

(a) if a date is fixed by or determinable from the contract, on that date;

(b) if a period of time is fixed by or determinable from the contract, at any time within that period unless circumstances indicate that the buyer is to choose a date; or

(c) in any other case, within a reasonable time after the conclusion of the contract.

#### **第三十四条**

如果卖方有义务移交与货物有关的单据，他必须按照合同所规定的时间、地点和方式移交这些单据。如果卖方在那个时间以前已移交这些单据，他可以在那个时间到达前纠正单据中任何不符合同规定的情形，但是，此一权利的行使不得使买方遭受不合理的不便或承担不合理的开支。但是，买方保留本公约所规定的要求损害赔偿的任何权利。

#### Article 34

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

### 第二节 货物相符与第三方要求

#### Section II-Conformity of the goods and third party claims

#### **第三十五条**

(1) 卖方交付的货物必须与合同所规定的数量、质量和规格相符，并须按照合同所规定的方式装箱或包装。

(2) 除双方当事人业已另有协议外，货物除非符合以下规定，否则即为与合同不符：

(a) 货物适用于同一规格货物通常使用的目的；

(b) 货物适用于订立合同时曾明示或默示地通知卖方的任何特定目的，除非情况表明买方并不依赖卖方的技能和判断力，或者这种依赖对他是不合理的；

(c) 货物的质量与卖方向买方提供的货物样品或样式相同；

(d) 货物按照同类货物通用的方式装箱或包装，如果没有此种通用方式，则按足以保全和保护货物的方式装箱或包装。

(3) 如果买方在订立合同时知道或不可能不知道货物不符合同，卖方就无须按上一款 (a) 项至 (d) 项负有此种不符合同的责任。

#### Article 35

(1) The seller must deliver goods which are of the quantity, quality and description required by the contract and which are

contained or packaged in the manner required by the contract.

(2) Except where the parties have agreed otherwise, the goods do not conform with the contract unless they:

(a) are fit for the purposes for which goods of the same description would ordinarily be used;

(b) are fit for any particular purpose expressly or impliedly made known to the seller at the time of the conclusion of the contract, except where the circumstances show that the buyer did not rely, or that it was unreasonable for him to rely, on the seller's skill and judgement;

(c) possess the qualities of goods which the seller has held out to the buyer as a sample or model;

(d) are contained or packaged in the manner usual for such goods or, where there is no such manner, in a manner adequate to preserve and protect the goods.

(3) The seller is not liable under subparagraphs (a) to (d) of the preceding paragraph for any lack of conformity of the goods if at the time of the conclusion of the contract the buyer knew or could not have been unaware of such lack of conformity.

### **第三十六条**

(1) 卖方应按照合同和本公约的规定, 对风险转移到买方时所存在的任何不符合同情形, 负有责任, 即使这种不符合同情形在该时间后方始明显。

(2) 卖方对在上一款所述时间后发生的任何不符合同情形, 也应负有责任, 如果这种不符合同情形是由于卖方违反他的某项义务所致, 包括违反关于在一段时间内货物将继续适用于其通常使用的目的或某种特定目的, 或将保持某种特定质量或性质的任何保证。

### **Article 36**

(1) The seller is liable in accordance with the contract and this Convention for any lack of conformity which exists at the time when the risk passes to the buyer, even though the lack of conformity becomes apparent only after that time.

(2) The seller is also liable for any lack of conformity which occurs after the time indicated in the preceding paragraph and which is due to a breach of any of his obligations, including a breach of any guarantee that for a period of time the goods will remain fit for their ordinary purpose or for some particular purpose or will retain specified qualities or characteristics.

### **第三十七条**

如果卖方在交货日期前交付货物, 他可以在那个日期到达前, 交付任何缺漏部分或补足所交付货物的不足数量, 或交付用以替换所交付不符合同规定的货物, 或对所交付货物中任何不符合同规定的情形做出补救, 但是, 此一权利的行使不得使买方遭受不合理的不便或承担不合理的开支。但是, 买方保留本公约所规定的要求损害赔偿的任何权利。

### **Article 37**

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

### **第三十八条**

(1) 买方必须在按情况实际可行的最短时间内检验货物或由他人检验货物。

(2) 如果合同涉及到货物的运输, 检验可推迟到货物到达目的地后进行。

(3) 如果货物在运输途中改运或买方须再发运货物, 没有合理机会加以检验, 而卖方在订立合同时已知道或理应知道这种改运或再发运的可能性, 检验可推迟到货物到达新目的地后进行。

### **Article 38**

(1) The buyer must examine the goods, or cause them to be examined, within as short a period as is practicable in the circumstances.

(2) If the contract involves carriage of the goods, examination 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.

### **第三十九条**

(1) 买方对货物不符合同，必须在发现或理应发现不符情形后一段合理时间内通知卖方，说明不符合同情形的性质，否则就丧失声称货物不符合同的权利。

(2) 无论如何，如果买方不在实际收到货物之日起两年内将货物不符合同情形通知卖方，他就丧失声称货物不符合同的权利，除非这一时限与合同规定的保证期限不符。

#### Article 39

(1) The buyer loses the right to rely on a lack of conformity of the goods if he does not give notice to the seller specifying the nature of the lack of conformity within a reasonable time after he has discovered it or ought to have discovered it.

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

### **第四十条**

如果货物不符合同规定指的是卖方已知道或不可能不知道而又没有告知买方的一些事实，则卖方无权援引第三十八条和第三十九条的规定。

#### Article 40

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

### **第四十一条**

卖方所交付的货物，必须是第三方不能提出任何权利或要求的货物，除非买方同意在这种权利或要求的条件下，收取货物。但是，如果这种权利或要求是以工业产权或其它知识产权为基础的，卖方的义务应依照第四十二条的规定。

#### Article 41

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

### **第四十二条**

(1) 卖方所交付的货物，必须是第三方不能根据工业产权或其它知识产权主张任何权利或要求的货物，但以卖方在订立合同时已知道或不可能不知道的权利或要求为限，而且这种权利或要求根据以下国家的法律规定是以工业产权或其它知识产权为基础的：

(a) 如果双方当事人在订立合同时预期货物将在某一国境内转售或做其它使用，则根据货物将在其境内转售或做其它使用的国家的法律；或者

(b) 在任何其它情况下，根据买方营业地所在国家的法律。

(2) 卖方在上一款中的义务不适用于以下情况：

(a) 买方在订立合同时已知道或不可能不知道此项权利或要求；或者

(b) 此项权利或要求的发生，是由于卖方要遵照买方所提供的技术图样、图案、程式或其它规格。

#### Article 42

(1) The seller must deliver goods which are free from any right or claim of a third party based on industrial property or other intellectual property, of which at the time of the conclusion of the contract the seller knew or could not have been unaware, provided that the right or claim is based on industrial property or other intellectual property:

(a) under the law of the State where the goods will be resold or otherwise used, if it was contemplated by the parties at the time of the conclusion of the contract that the goods would be resold or otherwise used in that State; or

(b) in any other case, under the law of the State where the buyer has his place of business.

(2) The obligation of the seller under the preceding paragraph does not extend to cases where:

(a) at the time of the conclusion of the contract the buyer knew or could not have been unaware of the right or claim; or

(b) the right or claim results from the seller's compliance with technical drawings, designs, formulae or other such specifications furnished by the buyer.

### **第四十三条**

(1) 买方如果不在已知道或理应知道第三方的权利或要求后一段合理时间内, 将此一权利或要求的性质通知卖方, 就丧失援引第四十一条或第四十二条规定的权利。

(2) 卖方如果知道第三方的权利或要求以及此一权利或要求的性质, 就无权援引上一款的规定。

#### Article 43

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

(2) The seller is not entitled to rely on the provisions of the preceding paragraph if he knew of the right or claim of the third party and the nature of it.

#### **第四十四条**

尽管有第三十九条第(1)款和第四十三条第(1)款的规定, 买方如果对他未发出所需的通知具备合理的理由, 仍可按照第五十条规定减低价格, 或要求利润损失以外的损害赔偿。

#### Article 44

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

### 第三节 卖方违反合同的补救办法

#### Section III-Remedies for breach of contract by the seller

#### **第四十五条**

(1) 如果卖方不履行他在合同和本公约中的任何义务, 买方可以:

(a) 行使第四十六条至第五十二条所规定的权利;

(b) 按照第七十四条至第七十七条的规定, 要求损害赔偿。

(2) 买方可能享有的要求损害赔偿的任何权利, 不因他行使采取其它补救办法的权利而丧失。

(3) 如果买方对违反合同采取某种补救办法, 法院或仲裁庭不得给予卖方宽限期。

#### Article 45

(1) If the seller fails to perform any of his obligations under the contract or this Convention, the buyer may:

(a) exercise the rights provided in articles 46 to 52;

(b) claim damages as provided in articles 74 to 77.

(2) The buyer is not deprived of any right he may have to claim damages by exercising his right to other remedies.

(3) No period of grace may be granted to the seller by a court or arbitral tribunal when the buyer resorts to a remedy for breach of contract.

#### **第四十六条**

(1) 买方可以要求卖方履行义务, 除非买方已采取与此一要求相抵触的某种补救办法。

(2) 如果货物不符合同, 买方只有在此种不符合同情形构成根本违反合同时, 才可以要求交付替代货物, 而且关于替代货物的要求, 必须与依照第三十九条发出的通知同时提出, 或者在该项通知发出后一段合理时间内提出。

(3) 如果货物不符合同, 买方可以要求卖方通过修理对不符合同之处做出补救, 除非他考虑了所有情况之后, 认为这样做是不合理的。修理的要求必须与依照第三十九条发出的通知同时提出, 或者在该项通知发出后一段合理时间内提出。

#### Article 46

(1) The buyer may require performance by the seller of his obligations unless the buyer has resorted to a remedy which is inconsistent with this requirement.

(2) If the goods do not conform with the contract, the buyer may require delivery of substitute goods only if the lack of conformity constitutes a fundamental breach of contract and a request for substitute goods is made either in conjunction with notice given under article 39 or within a reasonable time thereafter.

(3) If the goods do not conform with the contract, the buyer may require the seller to remedy the lack of conformity by repair, unless this is unreasonable having regard to all the circumstances. A request for repair must be made either in conjunction

with notice given under article 39 or within a reasonable time thereafter.

#### **第四十七条**

(1) 买方可以规定一段合理时限的额外时间，让卖方履行其义务。

(2) 除非买方收到卖方的通知，声称他将不在所规定的时间内履行义务，买方在这段时间内不得对违反合同采取任何补救办法。但是，买方并不因此丧失他对迟延履行义务可能享有的要求损害赔偿的任何权利。

#### **Article 47**

(1) The buyer may fix an additional period of time of reasonable length for performance by the seller of his obligations.

(2) Unless the buyer has received notice from the seller that he will not perform within the period so fixed, the buyer may not, during that period, resort to any remedy for breach of contract. However, the buyer is not deprived thereby of any right he may have to claim damages for delay in performance.

#### **第四十八条**

(1) 在第四十九条的条件下，卖方即使在交货日期之后，仍可自付费用，对任何不履行义务做出补救，但这种补救不得造成不合理的迟延，也不得使买方遭受不合理的不便，或无法确定卖方是否将偿付买方预付的费用。但是，买方保留本公约所规定的要求损害赔偿的任何权利。

(2) 如果卖方要求买方表明他是否接受卖方履行义务，而买方不在一段合理时间内对此一要求做出答复，则卖方可以按其要求中所指明的时间履行义务。买方不得在该段时间内采取与卖方履行义务相抵触的任何补救办法。

(3) 卖方表明他将在某一特定时间内履行义务的通知，应视为包括根据上一款规定要买方表明决定的要求在內。

(4) 卖方按照本条第(2)和第(3)款做出的要求或通知，必须在买方收到后，始生效力。

#### **Article 48**

(1) Subject to article 49, the seller may, even after the date for delivery, remedy at his own expense any failure to perform his obligations, if he can do so without unreasonable delay and without causing the buyer unreasonable inconvenience or uncertainty of reimbursement by the seller of expenses advanced by the buyer. However, the buyer retains any right to claim damages as provided for in this Convention.

(2) If the seller requests the buyer to make known whether he will accept performance and the buyer does not comply with the request within a reasonable time, the seller may perform within the time indicated in his request. The buyer may not, during that period of time, resort to any remedy which is inconsistent with performance by the seller.

(3) A notice by the seller that he will perform within a specified period of time is assumed to include a request, under the preceding paragraph, that the buyer make known his decision.

(4) A request or notice by the seller under paragraph (2) or (3) of this article is not effective unless received by the buyer.

#### **第四十九条**

(1) 买方在以下情况下可以宣告合同无效：

(a) 卖方不履行其在合同或本公约中的任何义务，等于根本违反合同；或

(b) 如果发生不交货的情况，卖方不在买方按照第四十七条第(1)款规定的额外时间内交付货物，或卖方声明他将不在所规定的时间内交付货物。

(2) 但是，如果卖方已交付货物，买方就丧失宣告合同无效的权利，除非：

(a) 对于迟延交货，他在知道交货后一段合理时间内这样做；

(b) 对于迟延交货以外的任何违反合同事情：

(一) 他在已知道或理应知道这种违反合同后一段合理时间内这样做；或

(二) 他在买方按照第四十七条第(1)款规定的任何额外时间满期后，或在卖方声明他将不在这一额外时间履行义务后一段合理时间内这样做；或

(三) 他在卖方按照第四十八条第(2)款指明的任何额外时间满期后，或在买方声明他将不接受卖方履行义务后一段合理时间内这样做。

#### **Article 49**

(1) The buyer may declare the contract avoided:

(a) if the failure by the seller to perform any of his obligations under the contract or this Convention amounts to a fundamental breach of contract; or

(b) in case of non-delivery, if the seller does not deliver the goods within the additional period of time fixed by the buyer in accordance with paragraph (1) of article 47 or declares that he will not deliver within the period so fixed.

(2) However, in cases where the seller has delivered the goods, the buyer loses the right to declare the contract avoided unless he does so:

(a) in respect of late delivery, within a reasonable time after he has become aware that delivery has been made;

(b) in respect of any breach other than late delivery, within a reasonable time:

(i) after he knew or ought to have known of the breach;

(ii) after the expiration of any additional period of time fixed by the buyer in accordance with paragraph (1) of article 47, or after the seller has declared that he will not perform his obligations within such an additional period; or

(iii) after the expiration of any additional period of time indicated by the seller in accordance with paragraph (2) of article 48, or after the buyer has declared that he will not accept performance.

#### **第五十条**

如果货物不符合合同，不论价款是否已付，买方都可以减低价格，减价按实际交付的货物在交货时的价值与符合合同的货物在当时的价值两者之间的比例计算。但是，如果卖方按照第三十七条或第四十八条的规定对任何不履行义务做出补救，或者买方拒绝接受卖方按照该两条规定履行义务，则买方不得减低价格。

#### Article 50

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

#### **第五十一条**

(1) 如果卖方只交付一部分货物，或者交付的货物中只有一部分符合合同规定，第四十六条至第五十条的规定适用于缺漏部分及不符合合同规定部分的货物。

(2) 买方只有在完全不交付货物或不按照合同规定交付货物等于根本违反合同时，才可以宣告整个合同无效。

#### Article 51

(1) If the seller delivers only a part of the goods or if only a part of the goods delivered is in conformity with the contract, articles 46 to 50 apply in respect of the part which is missing or which does not conform.

(2) The buyer may declare the contract avoided in its entirety only if the failure to make delivery completely or in conformity with the contract amounts to a fundamental breach of the contract.

#### **第五十二条**

(1) 如果卖方在规定的日期前交付货物，买方可以收取货物，也可以拒绝收取货物。

(2) 如果卖方交付的货物数量大于合同规定的数量，买方可以收取也可以拒绝收取多交部分的货物。如果买方收取多交部分货物的全部或一部分，他必须按合同价格付款。

#### Article 52

(1) If the seller delivers the goods before the date fixed, the buyer may take delivery or refuse to take delivery.

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

### **第三章 买方的义务**

#### **Chapter III-Obligations of the Buyer**

#### **第五十三条**

买方必须按照合同和本公约规定支付货物价款和收取货物。

#### Article 53

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

##### 第一节 支付价款

## Section I-Payment of the price

### **第五十四条**

买方支付价款的义务包括根据合同或任何有关法律和规章规定的步骤和手续，以便支付价款。

#### Article 54

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

### **第五十五条**

如果合同已有效的订立，但没有明示或暗示地规定价格或规定如何确定价格，在没有任何相反表示的情况下，双方当事人应视为已默示地引用订立合同时此种货物在有关贸易的类似情况下销售的通常价格。

#### Article 55

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

### **第五十六条**

如果价格是按货物的重量规定的，如有疑问，应按净重确定。

#### Article 56

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

### **第五十七条**

(1) 如果买方没有义务在任何其它特定地点支付价款，他必须在以下地点向卖方支付价款：

(a) 卖方的营业地；或者

(b) 如凭移交货物或单据支付价款，则为移交货物或单据的地点。

(2) 卖方必须承担因其营业地在订立合同后发生变动而增加的支付方面的有关费用。

#### Article 57

(1) If the buyer is not bound to pay the price at any other particular place, he must pay it to the seller:

(a) at the seller's place of business; or

(b) if the payment is to be made against the handing over of the goods or of documents, at the place where the handing over takes place.

(2) The seller must bear any increases in the expenses incidental to payment which is caused by a change in his place of business subsequent to the conclusion of the contract.

### **第五十八条**

(1) 如果买方没有义务在任何其它特定时间内支付价款，他必须于卖方按照合同和本公约规定将货物或控制货物处置权的单据交给买方处置时支付价款。卖方可以支付价款作为移交货物或单据的条件。

(2) 如果合同涉及到货物的运输，卖方可以在支付价款后方可把货物或控制货物处置权的单据移交给买方作为发运货物的条件。

(3) 买方在未有机会检验货物前，无义务支付价款，除非这种机会与双方当事人议定的交货或支付程序相抵触。

#### Article 58

(1) If the buyer is not bound to pay the price at any other specific time, he must pay it when the seller places either the goods or documents controlling their disposition at the buyer's disposal in accordance with the contract and this Convention. The seller may make such payment a condition for handing over the goods or documents.

(2) If the contract involves carriage of the goods, the seller may dispatch the goods on terms whereby the goods, or documents controlling their disposition, will not be handed over to the buyer except against payment of the price.

(3) The buyer is not bound to pay the price until he has had an opportunity to examine the goods, unless the procedures for delivery or payment agreed upon by the parties are inconsistent with his having such an opportunity.

### **第五十九条**

买方必须按合同和本公约规定的日期或从合同和本公约可以确定的日期支付价款，而无需卖方提出任何要求或办理

任何手续。

#### Article 59

The buyer must pay the price on the date fixed by or determinable from the contract and this Convention without the need for any request or compliance with any formality on the part of the seller.

#### 第二节 收取货物

#### Section II-Taking delivery

#### **第六十条**

买方收取货物的义务如下：

- (a) 采取一切理应采取的行动，以期卖方能交付货物；和
- (b) 接收货物。

#### Article 60

The buyer's obligation to take delivery consists:

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

#### 第三节 买方违反合同的补救办法

#### Section III-Remedies for breach of contract by the buyer

#### **第六十一条**

(1) 如果买方不履行他在合同和本公约中的任何义务，卖方可以：

- (a) 行使第六十二条至第六十五条所规定的权利；
- (b) 按照第七十四至第七十七条的规定，要求损害赔偿。

(2) 卖方可能享有的要求损害赔偿的任何权利，不因他行使采取其它补救办法的权利而丧失。

(3) 如果卖方对违反合同采取某种补救办法，法院或仲裁庭不得给予买方宽限期。

#### Article 61

(1) If the buyer fails to perform any of his obligations under the contract or this Convention, the seller may:

- (a) exercise the rights provided in articles 62 to 65;
- (b) claim damages as provided in articles 74 to 77.

(2) The seller is not deprived of any right he may have to claim damages by exercising his right to other remedies.

(3) No period of grace may be granted to the buyer by a court or arbitral tribunal when the seller resorts to a remedy for breach of contract.

#### **第六十二条**

卖方可以要求买方支付价款、收取货物或履行他的其它义务，除非卖方已采取与此一要求相抵触的某种补救办法。

#### Article 62

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

#### **第六十三条**

(1) 卖方可以规定一段合理时限的额外时间，让买方履行义务。

(2) 除非卖方收到买方的通知，声称他将不在所规定的时间内履行义务，卖方不得在这段时间内对违反合同采取任何补救办法。但是，卖方并不因此丧失他对迟延履行义务可能享有的要求损害赔偿的任何权利。

#### Article 63

(1) The seller may fix an additional period of time of reasonable length for performance by the buyer of his obligations.

(2) Unless the seller has received notice from the buyer that he will not perform within the period so fixed, the seller may not, during that period, resort to any remedy for breach of contract. However, the seller is not deprived thereby of any right he may have to claim damages for delay in performance.

#### **第六十四条**

(1) 卖方在以下情况下可以宣告合同无效：

- (a) 买方不履行其在合同或本公约中的任何义务，等于根本违反合同；或

(b) 买方不在卖方按照第六十三条第(1)款规定的额外时间内履行支付价款的义务或收取货物,或买方声明他将不在所规定的时间内这样做。

(2) 但是,如果买方已支付价款,卖方就丧失宣告合同无效的权利,除非:

(a) 对于买方迟延履行义务,他在知道买方履行义务前这样做;或者

(b) 对于买方迟延履行义务以外的任何违反合同事情:

(一) 他在已知道或理应知道这种违反合同后一段合理时间内这样做;或

(二) 他在卖方按照第六十三条第(1)款规定的任何额外时间期满后或在买方声明他将不在这一额外时间内履行义务后一段合理时间内这样做。

#### Article 64

(1) The seller may declare the contract avoided:

(a) if the failure by the buyer to perform any of his obligations under the contract or this Convention amounts to a fundamental breach of contract; or

(b) if the buyer does not, within the additional period of time fixed by the seller in accordance with paragraph (1) of article 63, perform his obligation to pay the price or take delivery of the goods, or if he declares that he will not do so within the period so fixed.

(2) However, in cases where the buyer has paid the price, the seller loses the right to declare the contract avoided unless he does so:

(a) in respect of late performance by the buyer, before the seller has become aware that performance has been rendered; or

(b) in respect of any breach other than late performance by the buyer, within a reasonable time:

(i) after the seller knew or ought to have known of the breach; or

(ii) after the expiration of any additional period of time fixed by the seller in accordance with paragraph (1) or article 63, or after the buyer has declared that he will not perform his obligations within such an additional period.

#### **第六十五条**

(1) 如果买方应根据合同规定订明货物的形状、大小或其它特征,而他在议定的日期或在收到卖方的要求后一段合理时间内没有订明这些规格,则卖方在不损害其可能享有的任何其它权利的情况下,可以依照他所知的买方的要求,自己订明规格。

(2) 如果卖方自己订明规格,他必须把订明规格的细节通知买方,而且必须规定一段合理时间,让买方可以在该段时间内订出不同的规格。如果买方在收到这种通知后没有在该段时间内这样做,卖方所订的规格就具有约束力。

#### Article 65

(1) If under the contract the buyer is to specify the form, measurement or other features of the goods and he fails to make such specification either on the date agreed upon or within a reasonable time after receipt of a request from the seller, the seller may, without prejudice to any other rights he may have, make the specification himself in accordance with the requirements of the buyer that may be known to him.

(2) If the seller makes the specification himself, he must inform the buyer of the details thereof and must fix a reasonable time within which the buyer may make a different specification. If, after receipt of such a communication, the buyer fails to do so within the time so fixed, the specification made by the seller is binding.

### **第四章 风险移转**

#### **Chapter IV-Passing of Risk**

#### **第六十六条**

货物在风险移转到买方承担后遗失或损坏,买方支付价款的义务并不因此解除,除非这种遗失或损坏是由于卖方的行为或不行为所造成。

#### Article 66

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

#### **第六十七条**

(1) 如果销售合同涉及到货物的运输,但卖方没有义务在某一特定地点交付货物,自货物按照销售合同交付给第

一承运人以转交给买方时起，风险就移转到买方承担。如果卖方有义务在某一特定地点把货物交付给承运人，在货物于该地点交付给承运人以前，风险不移转到买方承担。卖方有权保留控制货物处置权的单据，并不影响风险的移转。

(2) 但是，在货物以货物上加标记、或以装运单据、或向买方发出通知或其它方式清楚地注明有关合同以前，风险不移转到买方承担。

#### Article 67

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

(2) Nevertheless, the risk does not pass to the buyer until the goods are clearly identified to the contract, whether by markings on the goods, by shipping documents, by notice given to the buyer or otherwise.

#### **第六十八条**

对于在运输途中销售的货物，从订立合同时起，风险就移转到买方承担。但是，如果情况表明有此需要，从货物交付给签发载有运输合同单据的承运人时起，风险就由买方承担。尽管如此，如果卖方在订立合同时已知道或理应知道货物已经遗失或损坏，而他又不将这一事实告之买方，则这种遗失或损坏应由卖方负责。

#### Article 68

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

#### **第六十九条**

(1) 在不属于第六十七条和第六十八条规定的情况下，从买方接收货物时起，或如果买方不在适当时间内这样做，则从货物交给他处置但他不收取货物从而违反合同时起，风险移转到买方承担。

(2) 但是，如果买方有义务在卖方营业地以外的某一地点接收货物，当交货时间已到而买方知道货物已在该地点交给他处置时，风险方始移转。

(3) 如果合同指的是当时未加识别的货物，则这些货物在未清楚注明有关合同以前，不得视为已交给买方处置。

#### Article 69

(1) In cases not within articles 67 and 68, the risk passes to the buyer when he takes over the goods or, if he does not do so in due time, from the time when the goods are placed at his disposal and he commits a breach of contract by failing to take delivery.

(2) However, if the buyer is bound to take over the goods at a place other than a place of business of the seller, the risk passes when delivery is due and the buyer is aware of the fact that the goods are placed at his disposal at that place.

(3) If the contract relates to goods not then identified, the goods are considered not to be placed at the disposal of the buyer until they are clearly identified to the contract.

#### **第七十条**

若卖方已根本违反合同，第六十七条、第六十八条和第六十九条的规定，不损害买方因此种违反合同而可以采取的各种补救办法。

#### Article 70

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

### **第五章 卖方和买方义务的一般规定**

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

##### 第一节 预期违反合同和分批交货合同

##### Section I-Anticipatory breach and instalment contracts

#### **第七十一条**

(1) 如果订立合同后，另一方当事人由于下列原因显然将不履行其大部分重要义务，一方当事人可以中止履行义务：

- (a) 他履行义务的能力或他的信用有严重缺陷；或
- (b) 他在准备履行合同或履行合同中的行为。

(2) 如果卖方在上一款所述的理由明显化以前已将货物发运，他可以阻止将货物交给买方，即使买方持有其有权获得货物的单据。本款规定只与买方和卖方对货物的权利有关。

(3) 中止履行义务的一方当事人不论是在货物发运前还是发运后，都必须立即通知另一方当事人，如经另一方当事人对履行义务提供充分保证，则他必须继续履行义务。

#### Article 71

(1) A party may suspend the performance of his obligations if, after the conclusion of the contract, it becomes apparent that the other party will not perform a substantial part of his obligations as a result of:

- (a) a serious deficiency in his ability to perform or in his creditworthiness; or
- (b) his conduct in preparing to perform or in performing the contract.

(2) If the seller has already dispatched the goods before the grounds described in the preceding paragraph become evident, he may prevent the handing over of the goods to the buyer even though the buyer holds a document which entitles him to obtain them. The present paragraph relates only to the rights in the goods as between the buyer and the seller.

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

#### **第七十二条**

(1) 如果在履行合同日期之前，明显看出一方当事人将根本违反合同，另一方当事人可以宣告合同无效。

(2) 如果时间许可，打算宣告合同无效的一方当事人必须向另一方当事人发出合理的通知，使他可以对履行义务提供充分保证。

(3) 如果另一方当事人已声明他将不履行其义务，则上一款的规定不适用。

#### Article 72

(1) If prior to the date for performance of the contract it is clear that one of the parties will commit a fundamental breach of contract, the other party may declare the contract avoided.

(2) If time allows, the party intending to declare the contract avoided must give reasonable notice to the other party in order to permit him to provide adequate assurance of his performance.

(3) The requirements of the preceding paragraph do not apply if the other party has declared that he will not perform his obligations.

#### **第七十三条**

(1) 对于分批交付货物的合同，如果一方当事人不履行对任何一批货物的义务，便对该批货物构成根本违反合同，则另一方当事人可以宣告合同对该批货物无效。

(2) 如果一方当事人不履行对任何一批货物的义务，使另一方当事人有充分理由断定对今后各批货物将会发生根本违反合同，该另一方当事人可以在一段合理时间内宣告合同今后无效。

(3) 买方宣告合同对任何一批货物的交付为无效时，可以同时宣告合同对已交付的或今后交付的各批货物均为无效，如果各批货物是互相依存的，不能单独用于双方当事人在订立合同时所设想的目的。

#### Article 73

(1) In the case of a contract for delivery of goods by instalments, if the failure of one party to perform any of his obligations in respect of any instalment constitutes a fundamental breach of contract with respect to that instalment, the other party may declare the contract avoided with respect to that instalment.

(2) If one party's failure to perform any of his obligations in respect of any instalment gives the other party good grounds to conclude that a fundamental breach of contract will occur with respect to future instalments, he may declare the contract avoided for the future, provided that he does so within a reasonable time.

(3) A buyer who declares the contract avoided in respect of any delivery may, at the same time, declare it avoided in respect

of deliveries already made or of future deliveries if, by reason of their interdependence, those deliveries could not be used for the purpose contemplated by the parties at the time of the conclusion of the contract.

## 第二节 损害赔偿

### Section II-Damages

#### **第七十四条**

一方当事人违反合同应负的损害赔偿额，应与另一方当事人因他违反合同而遭受的包括利润在内的损失额相等。这种损害赔偿不得超过违反合同一方在订立合同时，依照他当时已知道或理应知道的事实和情况，对违反合同预料到或理应预料到的可能损失。

#### Article 74

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

#### **第七十五条**

如果合同被宣告无效，而在宣告无效后一段合理时间内，买方已以合理方式购买替代货物，或者卖方已以合理方式把货物转卖，则要求损害赔偿的一方可以取得合同价格和替代货物交易价格之间的差额以及按照第七十四条规定可以取得的任何其他损害赔偿。

#### Article 75

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

#### **第七十六条**

(1) 如果合同被宣告无效，而货物又有时价，要求损害赔偿的一方，如果没有根据第七十五条规定进行购买或转卖，则可以取得合同规定的价格和宣告合同无效时的时价之间的差额以及按照第七十四条规定可以取得的任何其它损害赔偿。但是，如果要求损害赔偿的一方在接收货物之后宣告合同无效，则应适用接收货物时的时价，而不适用宣告合同无效时的时价。

(2) 为上一款的目的，时价指原应交付货物地点的现行价格，如果该地点没有时价，则指另一合理替代地点的价格，但应适当地考虑货物运费的差额。

#### Article 76

(1) If the contract is avoided and there is a current price for the goods, the party claiming damages may, if he has not made a purchase or resale under article 75, recover the difference between the price fixed by the contract and the current price at the time of avoidance as well as any further damages recoverable under article 74. If, however, the party claiming damages has avoided the contract after taking over the goods, the current price at the time of such taking over shall be applied instead of the current price at the time of avoidance.

(2) For the purposes of the preceding paragraph, the current price is the price prevailing at the place where delivery of the goods should have been made or, if there is no current price at that place, the price at such other place as serves as a reasonable substitute, making due allowance for differences in the cost of transporting the goods.

#### **第七十七条**

声称另一方违反合同的一方，必须按情况采取合理措施，减轻由于该另一方违反合同而引起的损失，包括利润方面的损失。如果他不采取这种措施，违反合同一方可以要求从损害赔偿中扣除原可以减轻的损失数额。

#### Article 77

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

## 第三节 利息

### Section III-Interest

### **第七十八条**

如果一方当事人没有支付价款或任何其它拖欠金额，另一方当事人有权对这些款额收取利息，但不妨碍要求按照第七十四条规定可以取得的损害赔偿。

#### Article 78

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

#### 第四节 免责

#### Section IV-Exemptions

### **第七十九条**

(1) 当事人对不履行义务，不负责任，如果能证明此种不履行义务，是由于某种非他所能控制的障碍，而且对于这种障碍，没有理由预期他在订立合同时能考虑到或能避免或克服它或它的后果。

(2) 如果当事人不履行义务是由于他所雇用履行合同的全部或一部分规定的第三方不履行义务所致，该当事人只有在以下情况下才能免除责任：

- (a) 他按照上一款的规定应免除责任，和
- (b) 假如该项的规定也适用于他所雇用的人，这个人也同样会免除责任。
- (3) 本条所规定的免责对障碍存在的期间有效。

(4) 不履行义务的一方必须将障碍及其对他履行义务能力的影响通知另一方。如果该项通知在不履行义务的一方已知或理应知道此一障碍后一段合理时间内仍未为另一方收到，则他对由于另一方未收到通知而造成的损害应负赔偿责任。

- (5) 本条规定不妨碍任何一方行使本公约规定的要求损害赔偿以外的任何权利。

#### Article 79

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

(2) If the party's failure is due to the failure by a third person whom he has engaged to perform the whole or a part of the contract, that party is exempt from liability only if:

- (a) he is exempt under the preceding paragraph; and
- (b) the person whom he has so engaged would be so exempt if the provisions of that paragraph were applied to him.
- (3) The exemption provided by this article has effect for the period during which the impediment exists.

(4) The party who fails to perform must give notice to the other party of the impediment and its effect on his ability to perform. If the notice is not received by the other party within a reasonable time after the party who fails to perform knew or ought to have known of the impediment, he is liable for damages resulting from such non-receipt.

(5) Nothing in this article prevents either party from exercising any right other than to claim damages under this Convention.

### **第八十条**

一方当事人因其行为或不行为而使得另一方当事人不履行义务时，不得声称该另一方当事人不履行义务。

#### Article 80

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

#### 第五节 宣告合同无效的效果

#### Section V-Effects of avoidance

### **第八十一条**

(1) 宣告合同无效解除了双方在合同中的义务，但应负责的任何损害赔偿仍应负责。宣告合同无效不影响合同关于解决争端的任何规定，也不影响合同中关于双方在宣告合同无效后权利和义务的任何其它规定。

(2) 已全部或局部履行合同的一方，可以要求另一方归还他按照合同供应的货物或支付的价款，如果双方都须归还，他们必须同时这样做。

#### Article 81

(1) Avoidance of the contract releases both parties from their obligations under it, subject to any damages which may be due. Avoidance does not affect any provision of the contract for the settlement of disputes or any other provision of the contract governing the rights and obligations of the parties consequent upon the avoidance of the contract.

(2) A party who has performed the contract either wholly or in part may claim restitution from the other party of whatever the first party has supplied or paid under the contract. If both parties are bound to make restitution, they must do so concurrently.

#### **第八十二条**

(1) 买方如果不可能按实际收到货物的原状归还货物，他就丧失宣告合同无效或要求卖方交付替代货物的权利。

(2) 上一款的规定不适用于以下情况：

(a) 如果不可能归还货物或不可能按实际收到货物的原状归还货物，并非由于买方的行为或不行为所造成；或者

(b) 如果货物或其中一部分的毁灭或变坏，是由于按照第三十八条规定进行检验所致；或者

(c) 如果货物或其中一部分，在买方发现或理应发现与合同不符以前，已为买方在正常营业过程中售出，或在正常使用过程中消费或改变。

#### Article 82

(1) The buyer loses the right to declare the contract avoided or to require the seller to deliver substitute goods if it is impossible for him to make restitution of the goods substantially in the condition in which he received them.

(2) The preceding paragraph does not apply:

(a) if the impossibility of making restitution of the goods or of making restitution of the goods substantially in the condition in which the buyer received them is not due to his act or omission;

(b) if the goods or part of the goods have perished or deteriorated as a result of the examination provided for in article 38; or

(c) if the goods or part of the goods have been sold in the normal course of business or have been consumed or transformed by the buyer in the course normal use before he discovered or ought to have discovered the lack of conformity.

#### **第八十三条**

买方虽然依第八十二条规定丧失宣告合同无效或要求卖方交付替代货物的权利，但是根据合同和本公约规定，他仍保有采取一切其它补救办法的权利。

#### Article 83

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

#### **第八十四条**

(1) 如果卖方有义务归还价款，他必须同时从支付价款之日起支付价款利息。

(2) 在以下情况下，买方必须向卖方说明他从货物或其中一部分得到的一切利益：

(a) 如果他必须归还货物或其中一部分；或者

(b) 如果他不可能归还全部或部分货物，或不可能按实际收到货物的原状归还全部或部分货物，但他已宣告合同无效或已要求卖方支付替代货物。

#### Article 84

(1) If the seller is bound to refund the price, he must also pay interest on it, from the date on which the price was paid.

(2) The buyer must account to the seller for all benefits which he has derived from the goods or part of them:

(a) if he must make restitution of the goods or part of them; or

(b) if it is impossible for him to make restitution of all or part of the goods or to make restitution of all or part of the goods substantially in the condition in which he received them, but he has nevertheless declared the contract avoided or required the seller to deliver substitute goods.

### 第六节 保全货物

#### Section VI-Preservation of the goods

#### **第八十五条**

如果买方推迟收取货物，或在支付价款和交付货物应同时履行时，买方没有支付价款，而卖方仍拥有这些货物或仍能控制这些货物的处置权，卖方必须按情况采取合理措施，以保全货物。他有权保有这些货物，直至买方把他所付的合

理费用偿还他为止。

#### Article 85

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

#### **第八十六条**

(1) 如果买方已收到货物，但打算行使合同或本公约规定的任何权利，把货物退回，他必须按情况采取合理措施，以保全货物。他有权保有这些货物，直至卖方把他所付的合理费用偿还给他为止。

(2) 如果发运给买方的货物已到达目的地，并交给买方处置，而买方行使退货权利，则买方必须代表卖方收取货物，除非他这样做需要支付价款而且会使他遭受不合理的不便或需承担不合理的费用。如果卖方或受权代表他掌管货物的人也在目的地，则此一规定不适用。如果买方根据本款规定收取货物，他的权利和义务与上一款所规定的相同。

#### Article 86

(1) If the buyer has received the goods and intends to exercise any right under the contract or this Convention to reject them, he must take such steps to preserve them as are reasonable in the circumstances. He is entitled to retain them until he has been reimbursed his reasonable expenses by the seller.

(2) If goods dispatched to the buyer have been placed at his disposal at their destination and he exercises the right to reject them, he must take possession of them on behalf of the seller, provided that this can be done without payment of the price and without unreasonable inconvenience or unreasonable expense. This provision does not apply if the seller or a person authorized to take charge of the goods on his behalf is present at the destination. If the buyer takes possession of the goods under this paragraph, his rights and obligations are governed by the preceding paragraph.

#### **第八十七条**

有义务采取措施以保全货物的一方当事人，可以把货物寄放在第三方的仓库，由另一方当事人担负费用，但该项费用必须合理。

#### Article 87

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

#### **第八十八条**

(1) 如果另一方当事人在收取货物或收回货物或支付价款或保全货物费用方面有不合理的迟延，按照第八十五条或第八十六条规定有义务保全货物的一方当事人，可以采取任何适当办法，把货物出售，但必须事前向另一方当事人发出合理的意向通知。

(2) 如果货物易于迅速变坏，或者货物的保全牵涉到不合理的费用，则按照第八十五条或第八十六条规定有义务保全货物的一方当事人，必须采取合理措施，把货物出售，在可能的范围内，他必须把出售货物的打算通知另一方当事人。

(3) 出售货物的一方当事人，有权从销售所得收入中扣回为保全货物和销售货物而付的合理费用。他必须向另一方当事人说明所余款项。

#### Article 88

(1) A party who is bound to preserve the goods in accordance with article 85 or 86 may sell them by any appropriate means if there has been an unreasonable delay by the other party in taking possession of the goods or in taking them back or in paying the price or the cost of preservation, provided that reasonable notice of the intention to sell has been given to the other party.

(2) If the goods are subject to rapid deterioration or their preservation would involve unreasonable expense, a party who is bound to preserve the goods in accordance with article 85 or 86 must take reasonable measures to sell them. To the extent possible he must give notice to the other party of his intention to sell.

(3) A party selling the goods has the right to retain out of the proceeds of sale an amount equal to the reasonable expenses of preserving the goods and of selling them. He must account to the other party for the balance.

## 第四部分 最后条款

### PART IV-Final Provisions

#### 第八十九条

兹指定联合国秘书长为本公约保管人。

#### Article 89

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

#### 第九十条

本公约不优于业已缔结或可以缔结并载有与属于本公约范围内事项有关的条款的任何国际协定，但以双方当事人的营业地均在这种协定的缔约国内为限。

#### Article 90

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

#### 第九十一条

(1) 本公约在联合国国际货物销售合同会议闭幕会议上开放签字，并在纽约联合国总部继续开放签字，直至 1981 年 9 月 30 日为止。

(2) 本公约须经签字国批准、接受或核准。

(3) 本公约从开放签字之日起开放给所有非签字国加入。

(4) 批准书、接受书、核准书和加入书应送交联合国秘书长存放。

#### Article 91

(1) This Convention is open for signature at the concluding meeting of the United Nations Conference on Contracts for the International Sale of Goods and will remain open for signature by all States at the Headquarters of the United Nations, New York until 30 September 1981.

(2) This Convention is subject to ratification, acceptance or approval by the signatory States.

(3) This Convention is open for accession by all States which are not signatory States as from the date it is open for signature.

(4) Instruments of ratification, acceptance, approval and accession are to be deposited with the Secretary-General of the United Nations.

#### 第九十二条

(1) 缔约国可在签字、批准、接受、核准或加入时声明他不受本公约第二部分的约束或不受本公约第三部分的约束。

(2) 按照上一款规定就本公约第二部分或第三部分做出声明的缔约国，在该声明适用的部分所规定事项上，不得视为本公约第一条第(1)款范围内的缔约国。

#### Article 92

(1) A Contracting State may declare at the time of signature, ratification, acceptance, approval or accession that it will not be bound by Part II of this Convention or that it will not be bound by Part III of this Convention.

(2) A Contracting State which makes a declaration in accordance with the preceding paragraph in respect of Part II or Part III of this Convention is not to be considered a Contracting State within paragraph (1) of article 1 of this Convention in respect of matters governed by the Part to which the declaration applies.

#### 第九十三条

(1) 如果缔约国具有两个或两个以上的领土单位，而依照该国宪法规定、各领土单位对本公约所规定的事项适用不同的法律制度，则该国得在签字、批准、接受、核准或加入时声明本公约适用于该国全部领土单位或仅适用于其中的一个或数个领土单位，并且可以随时提出另一声明来修改其所做的声明。

(2) 此种声明应通知保管人，并且明确地说明适用本公约的领土单位。

(3) 如果根据按本条做出的声明，本公约适用于缔约国的一个或数个但不是全部领土单位，而且一方当事人的营业地位于该缔约国内，则为本公约的目的，该营业地除非位于本公约适用的领土单位内，否则视为不在缔约国内。

(4) 如果缔约国没有按照本条第(1)款做出声明,则本公约适用于该国所有领土单位。

#### Article 93

(1) If a Contracting State has two or more territorial units in which, according to its constitution, different systems of law are applicable in relation to the matters dealt with in this Convention, it may, at the time of signature, ratification, acceptance, approval or accession, declare that this Convention is to extend to all its territorial units or only to one or more of them, and may amend its declaration by submitting another declaration at any time.

(2) These declarations are to be notified to the depositary and are to state expressly the territorial units to which the Convention extends.

(3) If, by virtue of a declaration under this article, this Convention extends to one or more but not all of the territorial units of a Contracting State, and if the place of business of a party is located in that State, this place of business, for the purposes of this Convention, is considered not to be in a Contracting State, unless it is in a territorial unit to which the Convention extends.

(4) If a Contracting State makes no declaration under paragraph (1) of this article, the Convention is to extend to all territorial units of that State.

#### **第九十四条**

(1) 对属于本公约范围的事项具有相同或非常近似的法律规则的两个或两个以上的缔约国,可随时声明本公约不适用于营业地在这些缔约国内的当事人之间的销售合同,也不适用于这些合同的订立。此种声明可联合做出,也可以相互单方面声明的方式做出。

(2) 对属于本公约范围的事项具有与一个或一个以上非缔约国相同或非常近似的法律规则的缔约国,可随时声明本公约不适用于营业地在这些非缔约国内的当事人之间的销售合同,也不适用于这些合同的订立。

(3) 作为根据上一款所做声明对象的国家如果后来成为缔约国,这项声明从本公约对该新缔约国生效之日起,具有根据第(1)款所做声明的效力,但以该新缔约国加入这项声明,或做出相互单方面声明为限。

#### Article 94

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

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

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

#### **第九十五条**

任何国家在交存其批准书、接受书、核准书或加入书时,可声明它不受本公约第一条第(1)款(b)项的约束。

#### Article 95

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

#### **第九十六条**

本国法律规定销售合同必须以书面订立或书面证明的缔约国,可以随时按照第十二条的规定,声明本公约第十一条第二十九条或第二部分准许销售合同或其更改或根据协议终止,或者任何发价、接受或其它意旨表示得以书面以外任何形式做出的任何规定不适用,如果任何一方当事人的营业地是在该缔约国内。

#### Article 96

A Contracting State whose legislation requires contracts of sale to be concluded in or evidenced by writing may at any time make a declaration in accordance with article 12 that any provision of article 11, article 29, or Part II of this Convention, that allows a contract of sale or its modification or termination by agreement or any offer, acceptance, or other indication of intention to be made in any form other than in writing, does not apply where any party has his place of business in that State.

### **第九十七条**

(1) 根据本公约规定在签字时做出的声明，须在批准、接受或核准时加以确认。

(2) 声明和声明的确认，应以书面提出，并应正式通知保管人。

(3) 声明在本公约对有关国家开始生效时同时生效。但是，保管人于此种生效后收到正式通知的声明，应于保管人收到声明之日起6个月后的第1个月第1天生效。根据第九十四条规定做出的相互单方面声明，应于保管人收到最后一份声明之日起6个月后的第1个月第1天生效。

(4) 根据本公约规定做出声明的任何国家可以随时用书面正式通知保管人撤回该项声明。此种撤回于保管人收到通知之日起6个月后的第1个月第1天生效。

(5) 撤回根据第九十四条做出的声明，自撤回生效之日起，就会使另一国家根据该条所做的任何相互声明失效。

### **Article 97**

(1) Declarations made under this Convention at the time of signature are subject to confirmation upon ratification, acceptance or approval.

(2) Declarations and confirmations of declarations are to be in writing and be formally notified to the depositary.

(3) A declaration takes effect simultaneously with the entry into force of this Convention in respect of the State concerned. However, a declaration of which the depositary receives formal notification after such entry into force takes effect on the first day of the month following the expiration of six months after the date of its receipt by the depositary. Reciprocal unilateral declarations under article 94 take effect on the first day of the month following the expiration of six months after the receipt of the latest declaration by the depositary.

(4) Any State which makes a declaration under this Convention may withdraw it at any time by a formal notification in writing addressed to the depositary. Such withdrawal is to take effect on the first day of the month following the expiration of six months after the date of the receipt of the notification by the depositary.

(5) A withdrawal of a declaration made under article 94 renders inoperative, as from the date on which the withdrawal takes effect, any reciprocal declaration made by another State under that article.

### **第九十八条**

除本公约明文许可的保留外，不得作任何保留。

### **Article 98**

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

### **第九十九条**

(1) 在本条第(6)款规定的条件下，本公约在第十件批准书、接受书、核准书或加入书、包括载有根据第九十二条规定做出的声明的文书交存之日起12个月后的第1个月第1天生效。

(2) 在本条第(6)款规定的条件下，对于在第10件批准书、接受书、核准书或加入书交存后才批准、接受、核准或加入本公约的国家，本公约在该国交存其批准书、接受书、核准书或加入书之日起12个月后的第1个月第1天对该国生效，但不适用的部分除外。

(3) 批准、接受、核准或加入本公约的国家，如果是1964年7月1日海牙签订的《关于国际货物销售合同的订立统一法公约》（《1964年海牙订立合同公约》）和1964年7月1日在海牙签订的《关于国际货物销售统一法的公约》（《1964年海牙货物销售公约》）中一项或两项公约的缔约国。应按情况同时通知荷兰政府声明退出《1964年海牙货物销售公约》或《1964年海牙订立合同公约》）或退出该两公约。

(4) 凡为《1964年海牙货物销售公约》缔约国并批准、接受、核准或加入本公约和根据第九十二条规定声明或业已声明不受本公约第二部分约束的国家，应于批准、接受、核准或加入时通知荷兰政府声明退出《1964年海牙货物销售公约》。

(5) 凡为《1964年海牙订立合同公约》缔约国并批准、接受、核准或加入本公约和根据第九十二条规定声明或业已声明不受本公约第三部分约束的国家，应于批准、接受、核准或加入时通知荷兰政府声明退出《1964年海牙订立合同公约》。

(6) 为本条的目的，《1964年海牙订立合同公约》或《1964年海牙货物销售公约》的缔约国的批准、接受、核准或加入本公约，应在这些国家按照规定退出该两公约生效后方始生效。本公约保管人应与1964年两公约的保管人荷兰政府进行协商，以确保在这方面进行必要的协调。

### **Article 99**

(1) This Convention enters into force, subject to the provisions of paragraph (6) of this article, on the first day of the month

following the expiration of twelve months after the date of deposit of the tenth instrument of ratification, acceptance, approval or accession, including an instrument which contains a declaration made under article 92.

(2) When a State ratifies, accepts, approves or accedes to this Convention after the deposit of the tenth instrument of ratification, acceptance, approval or accession, this Convention, with the exception of the Part excluded, enters into force in respect of that State, subject to the provisions of paragraph (6) of this article, on the first day of the month following the expiration of twelve months after the date of the deposit of its instrument of ratification, acceptance, approval or accession.

(3) A State which ratifies, accepts, approves or accedes to this Convention and is a party to either or both the Convention relating to a Uniform Law on the Formation of Contracts for the International Sale of Goods done at The Hague on 1 July 1964 (1964 Hague Formation Convention) and the Convention relating to a Uniform Law on the International Sale of Goods done at The Hague on 1 July 1964 (1964 Hague Sales Convention) shall at the same time denounce, as the case may be, either or both the 1964 Hague Sales Convention and the 1964 Hague Formation Convention by notifying the Government of the Netherlands to that effect.

(4) A State party to the 1964 Hague Sales Convention which ratifies, accepts, approves or accedes to the present Convention and declares or has declared under article 52 that it will not be bound by Part II of this Convention shall at the time of ratification, acceptance, approval or accession denounce the 1964 Hague Sales Convention by notifying the Government of the Netherlands to that effect.

(5) A State party to the 1964 Hague Formation Convention which ratifies, accepts, approves or accedes to the present Convention and declares or has declared under article 92 that it will not be bound by Part III of this Convention shall at the time of ratification, acceptance, approval or accession denounce the 1964 Hague Formation Convention by notifying the Government of the Netherlands to that effect.

(6) For the purpose of this article, ratifications, acceptances, approvals and accessions in respect of this Convention by States parties to the 1964 Hague Formation Convention or to the 1964 Hague Sales Convention shall not be effective until such denunciations as may be required on the part of those States in respect of the latter two Conventions have themselves become effective. The depositary of this Convention shall consult with the Government of the Netherlands, as the depositary of the 1964 Conventions, so as to ensure necessary co-ordination in this respect.

#### **第一百条**

(1) 本公约适用于合同的订立，只要订立该合同的建议是在本公约对第一条第(1)款(a)项所指缔约国或第一条第(1)款(b)项所指缔约国生效之日或其后作出的。

(2) 本公约只适用于在它对第一条第(1)款(a)项所指缔约国或第一条第(1)款(b)项所指缔约国生效之日或其后订立的合同。

#### **Article 100**

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

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

#### **第一百零一条**

(1) 缔约国可以用书面正式通知保管人声明退出本公约，或本公约第二部分或第三部分。

(2) 退出于保管人收到通知 12 个月后的第 1 个月第 1 天起生效。凡通知内订明一段退出生效的更长时间，则退出于保管人收到通知后该段更长时间满时起生效。

#### **Article 101**

(1) A Contracting State may denounce this Convention, or Part II or Part III of the Convention, by a formal notification in writing addressed to the depositary.

(2) The denunciation takes effect on the first day of the month following the expiration of twelve months after the notification is received by the depositary. Where a longer period for the denunciation to take effect is specified in the notification, the denunciation takes effect upon the expiration of such longer period after the notification is received by the depositary.

1980年4月11日订于维也纳，正本1份，其阿拉伯文本、中文本、英文本、法文本、俄文本和西班牙文本都具有同等效力。

下列全权代表，经各自政府正式授权，在本公约上签字，以资证明。

[Post Provisions]

[Post Clauses (If any: Signed; Witnessed; Done; Authentic Texts; & Deposited Clauses)]

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

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

## 附

缔约方: 74 个

(a) 声明和保留。该国在批准或加入公约时根据公约第12条和第96条规定声明，公约第11条、第29条或第二部分任何条款，凡准予通过协议形式签订销售合同或进行修改或终止，或以书面形式以外的任何形式提出要约、承诺或表示意向者，概不适用于任何当事方在其各自国家内设有营业地点的销售合同。

(b) 加入。

(c) 继承。

(d) 声明和保留。加拿大政府在加入时声明，根据公约第93条，公约同时适用于艾伯塔、不列颠哥伦比亚、马尼托巴、新不伦瑞克、纽芬兰、新斯科舍、安大略、爱德华王子岛和西北地区。（加拿大政府在加入时声明，根据公约第95条，就不列颠哥伦比亚而言，不受公约第1条第1款B项约束。在1992年7月31日收到的一份通知中，加拿大政府撤消了上述声明。）在1992年4月9日收到的一份声明中，加拿大政府将该公约的适用范围扩大到魁北克和萨斯喀彻温。在1992年6月29日收到的一份通知中，加拿大再将公约适用范围扩大到育空地区。在2003年6月18日收到的一份通知中，加拿大又将公约适用范围扩大到努勒维特地区。

(e) 声明和保留。中国政府在认可公约时声明，它不受第1条第1款(b)项和第11条的约束，也不受公约内与第11条内容有关的规定的约束。

(f) 批准。

(g) 在继承公约时，根据1991年6月25日关于克罗地亚共和国的主权和独立的宪法决定以及1991年10月8日的克罗地亚议会决定，克罗地亚因从南斯拉夫社会主义联邦共和国继承克罗地亚的领土而决定自1991年10月8日起将其视为公约缔约国，克罗地亚于该日断绝与南斯拉夫社会主义联邦共和国的一切宪法和法律关系并继承其国际义务。

(h) 前捷克斯洛伐克1981年9月1日签署公约，1990年3月5日交存批准书，公约于1991年4月1日对前捷克斯洛伐克生效。1993年5月28日和1993年9月30日斯洛伐克共和国和捷克共和国先后分别交存了继承书，均自其继承日期1993年1月1日起生效。（

(i) 声明和保留。该国声明不受第1条第1款(b)项的约束。

(j) 声明和保留。丹麦、芬兰、挪威和瑞典政府在批准公约时根据第92条第1款的规定声明，它们不受公约第二部分(合同的订立)的约束。丹麦、芬兰、挪威和瑞典政府在批准公约时根据第94条第1款和第94条第2款声明，公约不适用于营业地点设在丹麦、芬兰、瑞典、冰岛或挪威的当事方的销售合同。在2003年3月12日生效的一份通知中，冰岛根据第94条第1款的规定声明，公约不适用于营业地点设在丹麦、芬兰、冰岛、挪威或瑞典的当事方的销售合同及合同的订立。

(k) 声明和保留。2004年3月9日，爱沙尼亚撤销了脚注a所述在批准时所作保留。

(l) 公约由前德意志民主共和国于1981年8月13日签署，1989年2月23日批准，1990年3月1日生效。

(m) 声明和保留。德国政府在批准公约时声明，对于已经声明不适用第1条第1款B项的任何国家，德国也不适用第1条第1款B项。

(n) 声明和保留。匈牙利政府在批准公约时声明，它认为经济互助委员会各成员国的组织之间接受交货的一般条件应受公约第90条规定的约束。

(o) 接受。

(p) 俄罗斯联邦自1991年12月24日起接替前苏维埃社会主义共和国联盟(苏联)继续作为联合国会员国，并自该日起全权负责苏联根据《联合国宪章》和交存秘书长的多边条约享有的所有权利和承担的所有义务。

(q) 前南斯拉夫分别于 1980 年 4 月 11 日和 1985 年 3 月 27 日签署和批准了公约。南斯拉夫联邦共和国 2001 年 3 月 12 日宣布:

"南斯拉夫联邦国内共和国经审议[该公约], 自 1992 年 4 月 27 日, 即南斯拉夫联邦共和国承担其国际关系义务之日, 继承该公约并承诺忠实履行和执行其中所载各项规定。"

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Parties: 74

(a) Declarations and reservations. This State declared, in accordance with articles 12 and 96 of the Convention, that any provision of article 11, article 29 or Part II of the Convention that allowed a contract of sale or its modification or termination by agreement or any offer, acceptance or other indication of intention to be made in any form other than in writing, would not apply where any party had his place of business in its territory.

(b) Accession.

(c) Succession.

(d) Declarations and reservations. Upon accession, Canada declared that, in accordance with article 93 of the Convention, the Convention would extend to Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island and the Northwest Territories. (Upon accession, Canada declared that, in accordance with article 95 of the Convention, with respect to British Columbia, it will not be bound by article 1, paragraph (b), of the Convention. In a notification received on 31 July 1992, Canada withdrew that declaration.) In a declaration received on 9 April 1992, Canada extended the application of the Convention to Quebec and Saskatchewan. In a notification received on 29 June 1992, Canada extended the application of the Convention to the Yukon Territory. In a notification received on 18 June 2003, Canada extended the application of the Convention to the Territory of Nunavut.

(e) Declarations and reservations. Upon approving the Convention, the People's Republic of China declared that it did not consider itself bound by sub-paragraph (b) of paragraph (1) of article 1 and article 11, nor the provisions in the Convention relating to the content of article 11.

(f) Approval.

(g) Upon succeeding to the Convention, Croatia has decided, on the basis of the Constitutional Decision on Sovereignty and Independence of the Republic of Croatia of 25 June 1991 and the Decision of the Croatian Parliament of 8 October 1991, and by virtue of succession of the Socialist Federal Republic of Yugoslavia in respect of the territory of Croatia, to be considered a party to the Convention with effect from 8 October 1991, the date on which Croatia severed all constitutional and legal connections with the Socialist Federal Republic of Yugoslavia and took over its international obligations.

(h) The former Czechoslovakia signed the Convention on 1 September 1981 and deposited an instrument of ratification on 5 March 1990, with the Convention entering into force for the former Czechoslovakia on 1 April 1991. On 28 May and 30 September 1993, respectively, Slovakia and the Czech Republic, deposited instruments of succession, with effect from 1 January 1993, the date of succession of both States.

(i) Declarations and reservations. This State declared that it would not be bound by paragraph 1 (b) of article 1.

(j) Declarations and reservations. Upon ratifying the Convention, Denmark, Finland, Norway and Sweden declared, in accordance with article 92, paragraph 1, that they would not be bound by Part II of the Convention ("Formation of the Contract"). Upon ratifying the Convention, Denmark, Finland, Norway and Sweden declared, pursuant to article 94, paragraph 1 and 94, paragraph 2, that the Convention would not apply to contracts of sale where the parties have their places of business in Denmark, Finland, Iceland, Sweden or Norway. In a notification effected on 12 March 2003, Iceland declared, pursuant to article 94, paragraph 1, that the Convention would not apply to contracts of sale or to their formation where the parties had their places of

business in Denmark, Finland, Iceland, Norway or Sweden.

(k) Declarations and reservations. On 9 March 2004, Estonia withdrew the reservation made upon ratification mentioned in footnote (a).

(l) The Convention was signed by the former German Democratic Republic on 13 August 1981 and ratified on 23 February 1989 and entered into force on 1 March 1990.

(m) Declarations and reservations. Upon ratifying the Convention, Germany declared that it would not apply article 1, paragraph 1 (b) in respect of any State that had made a declaration that that State would not apply article 1, paragraph 1 (b).

(n) Declarations and reservations. Upon ratifying the Convention, Hungary declared that it considered the General Conditions of Delivery of Goods between Organizations of the Member Countries of the Council for Mutual Economic Assistance to be subject to the provisions of article 90 of the Convention.

(o) Acceptance.

(p) The Russian Federation continues, as from 24 December 1991, the membership of the former Union of Soviet Socialist Republics (USSR) in the United Nations and maintains, as from that date, full responsibility for all the rights and obligations of the USSR under the Charter of the United Nations and multilateral treaties deposited with the Secretary-General.

(q) The former Yugoslavia signed and ratified the Convention on 11 April 1980 and 27 March 1985, respectively. On 12 March 2001, the former Federal Republic of Yugoslavia declared the following:

"The Government of the Federal Republic of Yugoslavia, having considered [the Convention], succeeds to the same and undertakes faithfully to perform and carry out the stipulations therein contained as from April 27, 1992, the date upon which the Federal Republic of Yugoslavia assumed responsibility for its international relations."

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