

PREFACE

Commonly called the “CISG,” the United Nations Convention on Contracts for the International Sale of Goods governs a vast array of business-to-business transactions in goods across national borders. And yet it remains relatively unknown and even less understood among the practicing business law bar in the United States. The purpose of this book is to provide the reader with an opportunity to change this.

The book is written specifically with the general business lawyer in mind. It presumes a general familiarity with the common law of contracts and UCC Article 2, along with a basic understanding of conflict of laws principles, as applied to contracts. From this perspective, the book introduces the CISG at a basic level, adding details and comparative discussions with respect to common issues arising in a sale of goods.

This book is not intended to convince the reader of either the superiority or inferiority of the CISG, as compared to UCC Article 2 or any other body of contract law. It is, instead, intended to educate the reader to make better-informed recommendations to a client at the contracting stage, or to advocate more effectively on behalf of a client when a dispute arises under a contract governed by the CISG.

This book is not intended as a treatise on the CISG. In fact, many fine treatises have been published, and a bibliography is included in the Appendix. Rather, this book seeks to provide the reader with the ability to recognize and analyze the more challenging issues that might require further detailed research, including resort to one of these learned treatises.

Finally, this book is not primarily intended as a “reference” book. While it can certainly be used in that manner, it is written to be read, ideally from beginning to end. As an introductory overview of a relatively comprehensive statute, the material is far more easily understood as a whole. As such, it is best learned the same way. If, however, you have only the time

to read a part of the book and prefer to use the remainder as a reference as needed, then you should at least try to read Chapters 1 through 4 as a whole. This material—including sphere of application, interpretation of the statute, intent of the parties, and contract formation—is essential to an overall understanding of the CISG sufficient to provide a context for an understanding of its individual parts.

For ease of reference while reading the explanatory text, many of the relevant CISG provisions are excerpted in the text. However, a complete copy of the CISG is freely available at <http://www.cisg.law.pace.edu/cisg/text/treaty.html> as of this writing, and is also included in Appendix A of this book.

<http://www.pbookshop.com>