This book is the product of extended research by five scholars working in the area of private international law. It provides a comprehensive review and analysis of the jurisprudence surrounding the United Nations Convention on Contracts for the International Sale of Goods (CISG). As of February 15, 2005, sixty-four countries have adopted the CISG as their international sales law. Given its importance as the world’s preeminent sales law, the authors believe that a fresh analysis of the evolving case and arbitral law is needed at this time. It has been fifteen years since the adoption of the CISG, and in those years a critical mass of interpretive jurisprudence has developed. The analysis in the book is undertaken at two levels – the practical interpretation of the CISG and the theoretical limits of interpreting supranational conventions.

Larry A. DiMatteo is a Professor of Legal Studies at the University of Florida. He is a graduate of the Cornell and Harvard Law Schools. He is the author of many law review articles and four books, mostly in the area of contract law and theory. His books include *Contract Theory: The Evolution of Contractual Intent* (1998) and *The Law of International Contracting* (2000).

Lucien J. Dhooge is an Associate Professor of Business Law at the University of the Pacific. He received his Juris Doctor from the University of Denver College of Law and his LL.M. from the Georgetown University Law Center. Before coming to the University of the Pacific, he spent eleven years in practice with the Federal Trade Commission in Washington, D.C., and with private firms in Denver.

Stephanie Greene is an Assistant Professor of Business Law at Boston College. She is a graduate of Boston College Law School, where she served as Executive Editor of the *Boston College Law Review*. She has practiced law in the Real Estate Department at Hale & Dorr in Boston and continues to serve as counsel to the firm of Green & Hoffman, where she specializes in civil litigation.

Virginia G. Maurer is the Hubert Hurst Professor of Business Law and Legal Studies at the University of Florida. She is a graduate of Stanford Law School. She is the Director of The Poe Center for Business Ethics at the Warrington College of Business at the University of Florida. She also was the Editor-in-Chief of the *American Business Law Journal*.

Marisa Anne Pagnattaro is an Assistant Professor of Legal Studies at the Terry College of Business at the University of Georgia. She earned her J.D. from New York Law School and Ph.D. from the University of Georgia. She was a litigation attorney with Kilpatrick and Cody (now known as Kilpatrick Stockton LLP), where her practice was devoted to corporate and securities litigation. Dr. Pagnattaro is the former Editor-in-Chief of the *Georgia Bar Journal*.
To Colleen and Ian Griffith DiMatteo,
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LAD

To Julia
LJD

To Tom, Tucker, Natasha, and Melissa Greene
SG

To the guys – Ralph Gerald, Ralph Emmett, and William Edward Maurer
VGM

To Marian and Peter Pagnattaro
MAP
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This book is the product of extended research by five scholars working in the area of private international law. It provides a comprehensive review and analysis of the jurisprudence surrounding the United Nations Convention on Contracts for the International Sale of Goods (CISG). As of February 8, 2005, sixty-four countries have adopted the CISG as their international sales law. Given its importance as the world’s preeminent sales law, the authors believe that a fresh analysis of the evolving case and arbitral law is needed. It has been fifteen years since the CISG, went into effect on January 1, 1988, and in those years a critical mass of interpretive jurisprudence has developed. The analysis in the book is undertaken at two levels – the practical interpretation of the CISG and the theoretical limits of interpretation of supranational conventions.

Critics have argued that the benefits of uniform international business law are minimal and that national courts will inevitably be the conscious or subconscious victims of homeward trend or domestic gloss analysis. In responding to this criticism, the authors address the following four questions:

- How has the CISG in fact been interpreted and applied by the various national courts?
- Is there evidence of convergence or divergence among the national courts in interpreting the CISG?
- Is the current level of disharmony associated with divergent national interpretations acceptable from the perspective of the CISG’s mandate of uniformity?
- How does divergence in national interpretations impact the effectiveness or functionality of the CISG?

The book concludes that despite the problem of diverging interpretations, there are signs that courts are taking more seriously their role in applying CISG
interpretive methodology. There is evidence of a coalescing of the different interpretations through the formulation of more specific default rules and the recognition of factors to be used in applying CISG articles.

This book provides an analysis of those provisions of the CISG that have been applied in a “critical mass” of court and arbitral decisions. In doing so, the book assesses the state of international sales law. The book is timely given the maturing state of CISG jurisprudence.

INTENDED AUDIENCE

The book presents some theoretical themes but is mostly a descriptive work. It reviews case law and arbitral decisions in order to gain insight into the various interpretations rendered on the general and often ambiguous provisions of the CISG. Cases are described and analyzed to determine interpretive trends such as evolving default rules and factors analyses. The authors believe that the book’s ultimate character is as a general reference work aimed at practitioner and scholarly researchers. It is not meant to compete with the more comprehensive volumes currently in existence. It is meant to add to that literature by providing a fresh analysis of CISG jurisprudence. Legal cases, arbitral decisions, and the secondary literature are listed in the Table of Authorities and Cases, which is segmented by areas and CISG articles. Finally, the text of the CISG and a list of signatory countries are provided in the Appendices.
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Introduction. Contracts covering the sale of goods will generally include "governing law" or "choice of law" provisions. These provisions are intended to determine the laws which will apply to any dispute respecting the interpretation of the contract. 1. Rules of private international law shall be excluded for the purposes of the application of the present Law, subject to any provision to the contrary in the said Law. Article 3. The parties to a contract of sale shall be free to exclude the application thereto of the present Law either entirely or partially. Such exclusion may be express or implied. Article 4.