



**United Nations Commission
on International Trade Law**

**UNCITRAL Digest of case law on the United Nations
Convention on the International Sale of Goods***

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.

Meaning and purpose of the provision

1. Article 30 states and summarises the main duties which the seller is obliged to fulfil. The seller, however, is equally bound to perform any additional obligation provided for in the contract or by any usage or practice between the parties, such as a contractual duty to deliver exclusively to the buyer.¹

¹ See, e.g., Oberlandesgericht Frankfurt, Germany, 17 September 1991, *Neue Juristische Wochenschrift* 1992, 633.

* The present digest was prepared using the full text of the decisions cited in the Case Law on UNCITRAL Texts (CLOUT) abstracts and other citations listed in the footnotes. The abstracts are intended to serve only as summaries of the underlying decisions and may not reflect all the points made in the digest. Readers are advised to consult the full texts of the listed court and arbitral decisions rather than relying solely on the CLOUT abstracts.

Obligation to deliver

2. The seller is obliged to deliver the goods. In several instances the parties specified the duty to deliver the goods by using one of the Incoterms which then prevails over the rules of the Convention.²

Obligation to hand over documents

3. The Convention obliges the seller to hand over the documents concerning the goods but does not itself establish a duty of the seller to issue certain documents on the goods.

Obligation to transfer property

4. Although the Convention “is not concerned with the effect which the contract may have on the property in the goods sold” (article 4(b)), the seller’s principal obligation is to transfer the property of the goods sold to the buyer. Whether such effect has been achieved and whether property passed is not a question governed by the Convention but has to be determined according to the law designated by the rules of private international law of the forum. Also the effect of a retention of title clause on the property in the goods is not a matter governed by the Convention,³ rather, the law designated by the rules of private international law of the forum applies. However, one court stated that whether such clause has been validly agreed upon in the sales contract and whether an alleged retention of title constitutes a breach of contract has to be determined according to the rules of the Convention.⁴

Other obligations

5. The Convention itself provides for further obligations imposed upon the seller not mentioned in article 30, such as those arising out of Chapter V (articles 71–88), that relates to obligations common to the buyer and the seller. Additional obligations may also derive from usages or practices established between the parties (article 9).

² Compare, e.g., CLOUT case No. 244 [Cour d’appel, Paris, France, 4 March 1998] (Incoterm EXW used) (see full text of the decision); CLOUT case No. 340 [Oberlandesgericht Oldenburg, Germany, 22 September 1998] (Incoterm DDP used).

³ CLOUT case No. 226 [Oberlandesgericht Koblenz, Germany, 16 January 1992].

⁴ CLOUT case No. 308 [Federal Court of Australia, 28 April 1995].