



**United Nations Commission
on International Trade Law**

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

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.

* 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.

Dispensation from formalities prior to payment of the price

1. Under this provision the price must be paid as soon as it becomes due without the need for any notice or compliance with any other formality¹. An effect of this, as one court decision noted, is that the seller can have recourse to all the remedies provided under the Convention in the event of default by the buyer in respect of its obligation to pay the price, and without prior notice at that². Furthermore, the interest provided for under article 78 begins to accumulate as soon as the price becomes due³.

¹ For applications of that principles, see Landgericht Berlin, Germany, 21 March 2003, available on the Internet at <<http://www.cisg.law.pace.edu/cisg/wais/db/cases2/030321g1.html>>; Handelsgericht Aargau, Switzerland, 5 November 2002, available on the Internet at <<http://www.cisg-online.ch/cisg/urteile/715.htm>>; Cámara Nacional de Apelaciones en lo Comercial de Buenos Aires, Argentina, 21 July 2002, available on the Internet at <<http://www.cisg.law.pace.edu/cisg/wais/db/cases2/020721a1.html>>; Kantonsgericht Schaffhausen, Switzerland, 25 February 2002, available on the Internet at <<http://www.cisg-online.ch/cisg/urteile/723.htm>>; Landgericht Stendal, Germany, 12 October 2000, *Internationales Handelsrecht*, 2001, 30; CLOUT case No. 297 [Oberlandesgericht München Germany 21 January 1998] (see full text of the decision); CLOUT case No. 273 [Oberlandesgericht München Germany 9 July 1997]; CLOUT case No. 163 [Arbitration—Arbitration Court attached to the Hungarian Chamber of Commerce and Industry, Hungary, 10 December 1996] (see full text of the decision); Amtsgericht Augsburg, Germany, 29 January 1996, available on the Internet at <<http://www.cisg-online.ch/cisg/urteile/172.htm>>; CLOUT case No. 197 [Tribunal Cantonal Valais, Switzerland, 20 December 1994] (see full text of the decision); Landgericht Hannover, Germany, 1 December 1993, available on the Internet at <<http://www.cisg-online.ch/cisg/urteile/244.htm>>; Amtsgericht Ludwigsburg, Germany, 21 December 1990, available on the Internet at <<http://www.cisg-online.ch/cisg/urteile/17.htm>>; CLOUT case No. 7 [Amtsgericht Oldenburg in Holstein, Germany, 24 April 1990] (see full text of the decision); CLOUT case No. 46 [Landgericht Aachen, Germany, 3 April 1990] (see full text of the decision).

² CLOUT case No. 281 [Oberlandesgericht Koblenz, Germany, 17 September 1993] (see full text of the decision).

³ In this respect see, e.g., Oberlandesgericht Rostock, Germany, 25 September 2002, available on the Internet at <<http://www.cisg-online.ch/cisg/urteile/672.htm>> (see also, in an implicit manner, Tribunal de commerce de Namur, Belgium, 15 January 2002, available on the Internet at <<http://www.law.kuleuven.ac.be/int/tradelaw/WK/2002-01-15.htm>>); CLOUT case No. 275 [Oberlandesgericht Düsseldorf, Germany, 24 April 1997]; Landgericht Kassel, Germany, 15 February 1996, available on the Internet at <<http://www.cisg-online.ch/cisg/urteile/190.htm>>; Landgericht München, Germany, 25 January 1996, available on the Internet at <<http://www.cisg-online.ch/cisg/urteile/278.htm>>; Amtsgericht Kehl, Germany, 6 October 1995, *Recht der internationalen Wirtschaft*, 1996, 957; CLOUT case No. 410 [Landgericht Alsfeld, Germany, 12 May 1995]; CLOUT case No. 79 [Oberlandesgericht Frankfurt a.M., Germany, 18 January 1994] (see full text of the decision); Landgericht Berlin, Germany, 6 October 1992, available on the Internet at <<http://www.cisg-online.ch/cisg/urteile/173.htm>>; Landgericht Mönchengladbach, Germany, 22 May 1992, available on the Internet at <<http://www.cisg-online.ch/cisg/urteile/56.htm>>; Pretore della giurisdizione di Locarno Campagna, Switzerland, 16 December 1991, *Schweizerische Zeitschrift für internationales und europäisches Recht*, 1993, 665; CLOUT case No. 7 [Amtsgericht Oldenburg in Holstein, Germany, 24 April 1990] (see full text of the decision).

Dispensation from formalities prior to settlement of other monetary obligations

2. It is often said that this article embodies a general principle within the meaning of article 7 (2) valid for any and all monetary claims which one of the parties to a sales contract may have against the other, such as restitution of the price following dissolution of the contract, payment of compensation or repayment of sums expended for conservation of the goods. There are not yet any court decisions which have addressed this issue.
