



**United Nations Commission
on International Trade Law****UNCITRAL Digest of case law on the United Nations
Convention on the International Sale of Goods****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.

Introduction

1. This provision applies in cases where the contract leaves it to the buyer to specify certain features of the goods sold, such as dimensions, colour or shape. It is intended to resolve the problems that arise when the buyer does not provide promised specifications by the date agreed upon or within a reasonable period of time after receipt of a request to that effect from 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.

The seller's right to make specifications

2. Article 65 (1) gives the seller the right to make specifications in accordance with the requirements of the buyer that may be known to him. However the seller is under no obligation to make the specification. He may prefer to rely on the remedies available in case the buyer's conduct constitutes a breach of contract.

Implementation of the right to make specifications

3. Article 65 (2) deals with the implementation by the seller of its right to make the specification, requiring the seller at the same time to inform the buyer of the details thereof and allow the buyer a reasonable period of time to make a different specification. It has been decided that in cases where the seller makes the specification without fulfilling the requirements of article 65 (2), the buyer retains the right to make its own specification¹.

¹ Landgericht Aachen, Germany, 19 April 1996, available on the Internet at <<http://www.cisg-online.ch/cisg/urteile/165.htm>>.