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CASE LAW ON UNCITRAL TEXTS (CLOUT)

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* Reissued in the electronic format for technical reasons.



INTRODUCTION

This compilation of abstracts forms part of the system for collecting and disseminating information on court decisions and arbitral awards relating to Conventions and Model Laws that emanate from the work of the United Nations Commission on International Trade Law (UNCITRAL). Information about the features of that system and about its use is provided in the User Guide (A/CN.9/SER.C/GUIDE/1/REV.1). CLOUT documents are available on the UNCITRAL website (<http://www.uncitral.org>).

Issues 37 and 38 of CLOUT introduced several new features. First, the table of contents on the first page lists the full citations to each case contained in this set of abstracts, along with the individual articles of each text which are interpreted by the court or arbitral tribunal. Second, the Internet address (URL) of the full text of the decisions in their original language are included, along with Internet addresses of translations in official United Nations language(s), where available in the heading to each case (please note that references to websites other than official United Nations websites do not constitute an endorsement by the United Nations or by UNCITRAL of that website; furthermore, websites change frequently; all Internet addresses contained in this document are functional as of the date of submission of this document). Third, abstracts on cases interpreting the UNCITRAL Model Arbitration Law now include keyword references which are consistent with those contained in the Thesaurus on the UNCITRAL Model Law on International Commercial Arbitration, prepared by the UNCITRAL Secretariat in consultation with National Correspondents, and in the forthcoming UNCITRAL Digest on the UNCITRAL Model Law on International Commercial Arbitration. Finally, comprehensive indices are included at the end, to facilitate research by CLOUT citation, jurisdiction, article number, and (in the case of the Model Arbitration Law) keyword.

Abstracts have been prepared by National Correspondents designated by their Governments, or by individual contributors. It should be noted that neither the National Correspondents nor anyone else directly or indirectly involved in the operation of the system assumes any responsibility for any error or omission or other deficiency.

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**CASES RELATING TO THE UNITED NATIONS SALES CONVENTIONS
(CISG)**

Case 678: CISG [1 (1)(a); 45]; 74; 76; [78]

PRC: China International Economic & Trade Arbitration Commission [CIETAC]

Scrap copper case

12 January 1996

Published in Chinese: Zhong Guo Guo Ji Jing Ji Mao Yi Zhong Cai Wei Yuan Hui

Cai Jue Shu Hui Bian [Compilation of CIETAC Arbitration Awards] (May 2004)

1996 vol., pp. 791-796

English translation: <http://cisgw3.law.pace.edu/cisg/wais/db/cases2/960112c1.html>

Abstract prepared by Anna Lin

A Chinese buyer and an American seller entered into two separate contracts (A and B) for the purchase of scrap copper. The contracts specified the terms of payment with irrevocable letters of credit (L/C) issued by certain dates. As the buyer delayed the issuance of the L/C for contract A, the parties agreed to terminate contract A and to use the L/C also for contract B. The buyer issued a second L/C to fulfil the payment obligation for contract B along with the first L/C. The seller asked for a change in the L/C for contract B, which the buyer provided after continued requests by the seller. The seller delivered only approximately 25 per cent of the total quantity specified in contract B. The seller then notified the buyer that it would not deliver the rest of the goods and that the contract had been cancelled.

The buyer sought, among others, damages for the price difference between the dates of the goods actually delivered and the date agreed upon in contracts A and B. Further, it sought damages for the seller's breach of contract. The seller alleged that its failure to deliver the goods was due to the buyer's delay in issuing the changed L/C. It further argued that one clause in the contract B stipulated compensation for late delivery and, thus, partial delivery also precluded the application of CISG Articles 74 and 76.

The arbitral tribunal held the CISG to be the applicable law in either contract [Art. 1 (1)(a) CISG]. The contracts did not specify the applicable law, but both China and the United States were Contracting States to the CISG. The arbitration tribunal considered the agreement to terminate contract A effective and declined to order any compensation for loss under that contract. However, the tribunal concluded that the seller breached contract B [Art. 45 CISG]. The seller could not invoke the late issuance of the changed L/C for contract B, as upon receipt, it did not ask for termination of the contract due to the delay, but, on the contrary, promised performance. The tribunal further held that the contract provision did not stipulate compensation for partial, but only late delivery. Consequently, damages should be awarded (Articles 74 and 76 CISG), as the seller knew that the price of copper was increasing and therefore could foresee the buyer's loss. As the buyer's losses were caused by the seller's breach of contract, the tribunal held that the seller should pay interest on the loss [Art. 78 CISG].

Case 679: CISG [25; 45; 49 (1)(a); 74]

PRC: China International Economic & Trade Arbitration Commission [CIETAC]

Palm oil case

22 January 1996

Published in Chinese: Zhong Guo Guo Ji Jing Ji Mao Yi Zhong Cai Wei Yuan Hui
Cai Jue Shu Hui Bian [Compilation of CIETAC Arbitration Awards] (May 2004)

1996 vol., pp. 817-820

English translation: <http://cisgw3.law.pace.edu/cases/960122c1.html>

Abstract prepared by Anna Lin

A Chinese buyer and a Singaporean seller entered into a sales contract on refined edible palm oil. After the buyer issued an irrevocable L/C to the seller, the latter refused to perform. It demanded changes to the L/C because of a quality problem with the palm oil and the price increase for palm oil. Subsequently, the buyer changed the L/C based on an agreement reached by the parties. The seller, however, failed to deliver any goods.

The buyer sought compensation, among others, before an arbitration tribunal on the basis of a penalty clause in the contract for late delivery, for the loss of issuing and changing the L/C. During the tribunal session the buyer stated that the contract had been avoided. Additionally, it asked the tribunal to avoid the contract. It further claimed damages [Art. 74 CISG], which were based on the difference between the contract price and the resale market price. Additionally, it claimed for delivery of the goods under the original contract.

The tribunal decided that the buyer had performed its contractual obligations by issuing the L/C and that the seller was in fundamental breach of the contract [Art. 25 CISG]. Accordingly, the tribunal held that the contract had been avoided [Art. 49 (1)(a) CISG]. The tribunal accepted the buyer's claim for damages under Art. [45, 74 CISG]. However, the tribunal rejected both the buyer's claim for compensation under the contractual penalty clause and its demand for performance of the contract, since the contract had been avoided. In addition, the tribunal denied the buyer's claim of costs associated with the issuance and change of the L/C, as it deemed such costs to be common costs for business.

Case 680: CISG [1 (1)(a); 8; 25]; 30; 60]

PRC: China International Economic & Trade Arbitration Commission [CIETAC]

Horsebeans case

8 March 1996

Published in Chinese: Zhong Guo Guo Ji Jing Ji Mao Yi Zhong Cai Wei Yuan Hui
Cai Jue Shu Hui Bian [Compilation of CIETAC Arbitration Awards] (May 2004)

1996 vol., pp. 957-963

English translation: <http://cisgw3.law.pace.edu/cases/960308c2.html>

Abstract prepared by Anna Lin

A French buyer and a Chinese seller entered into a sales contract on horsebeans with the price term FOB Tianjin. The contract stipulated that the Import & Export Commodity Inspection Bureau of the People's Republic of China should inspect the goods before delivery to Egypt.

The buyer had informed the seller that it had contracted to resell the horsebeans to the Military of Egypt. To simplify the delivery, the buyer had in vain tried to make the inspection by Egyptian inspectors in Tianjin part of the parties' agreement. Nevertheless, the seller allowed the Egyptian inspectors to inspect the first delivery (approximately two thirds) of the goods in the warehouse in Tianjin. Most of the goods passed the inspection, but the Egyptian inspectors violated the warehouse rules. After that the seller refused to submit the remainder of the goods to the Egyptian inspectors. However, it notified the buyer that the goods had been prepared. The buyer refused to take delivery without the Egyptian inspection before and sought damages in an arbitration proceeding, alleging that the seller had fundamentally breached the contract by not submitting all goods to the Egyptian inspectors.

The arbitral tribunal held that, in absence of a contract clause, CISG was the applicable law, since the places of business of both parties were in CISG contracting States [Art. 1 (1)(a) CISG]. The tribunal noted that the seller's behaviour to allow the inspection of part of the goods by the Egyptian inspectors did not mean acceptance of inspection for all the goods, but was a mere act of cooperation [Art. 8 CISG]. Further, the tribunal decided, pursuant to Art. 30 and 60 CISG, that the seller's refusal to allow inspection by the Egyptian inspectors did not constitute a fundamental breach of contract [Art. 25 CISG], since the contract only required the inspection by the Chinese Inspection Bureau. On the contrary, the tribunal considered the buyer's failure to make arrangements for taking delivery of the goods a fundamental breach of contract. Consequently, the buyer's claims for compensation were dismissed.

Case 681: [1 (1)(a); 25; 26]; 31 (a); 45 (1)(b); 74; 75; 76 (1); 76 (2); 77; 78

PRC: China International Economic & Trade Arbitration Commission [CIETAC]

Vitamin C case

18 August 1997

Published in Chinese: Zhong Guo Guo Ji Jing Ji Mao Yi Zhong Cai Wei Yuan Hui Cai Jue Shu Hui Bian [Compilation of CIETAC Arbitration Awards] (May 2004) 1997 vol., pp. 2380-2386

English translation: <http://cisgw3.law.pace.edu/cases/970818c1.html>

Abstract prepared by Meihua Xu

The buyer, a German company, entered into a contract with a Chinese company, the seller, for the purchase of Vitamin C. The shipment should take place from Dalian port, China, to Hamburg, Germany. Upon request of the buyer, the shipping date was extended. Shortly before the extension date, the seller requested a higher price, asserting that the price in the domestic market was increasing. The buyer rejected the seller's request, and the seller subsequently did not deliver the goods on the specified date. Two days later, the buyer declared the contract avoided [Art. 26 CISG] and asked its Hong Kong sister company to make a substitute purchase for half of the goods, which it needed urgently. The substitute purchase price was higher than the original contract price. After fruitless attempts to settle the issue, the buyer sought compensation for damages before an arbitral tribunal, including the price difference (Art. 76 (1) CISG) calculated for all goods and the interest on it (Art. 78 CISG).

The seller argued that the buyer failed to mitigate the loss within a reasonable time (Art. 77 CISG), stating that the date in issue should be when it requested a price increase for its performance. The seller further alleged that the buyer did not make the cover transaction in a reasonable manner, since it used two intermediary companies and did not buy directly from China, but Hong Kong. In addition, the seller maintained that the losses it could have foreseen were on a selling price range below the actual paid price by the buyer (Art. 74 CISG).

The arbitral tribunal held that, in absence of a contract clause, the applicable law to be Chinese law according to the principle of closest connection. Additionally, the CISG should apply [Art. 1 (1)(a) CISG], since China and Germany were both State parties to the CISG. The tribunal noted that the seller's non-delivery of the goods was a fundamental breach of the contract [Art. 25 CISG], and that Art. 45 (1), 74, 75, 76 (1) CISG applied. The tribunal noted that the buyer's substitute transaction was made in a timely manner, since the decisive date was the declaration of avoidance by the buyer, and not the seller's request for a higher price. The use of and purchase from the Hong Kong intermediate was reasonable from the then-current situation. The tribunal further dismissed the seller's assertion that there was no ground for the buyer to use the cover purchase price as a basis to calculate the loss for the uncovered goods according to Art. 31 (a) and 76 (2) CISG, ruling that the seller failed to specify the then-current price at Dalian. The Tribunal thus accepted the buyer's claim for loss of price difference, reasoning that there were contracts and receipts evidencing the substitute transaction, and that the increase of the price, from the contract to the cover transaction's price, could have been foreseen by the seller. Pursuant to Art. 78 CISG, the tribunal ruled that the loss of price difference for the covered goods was an "other sum that is in arrears", while the other half was not. Consequently, the seller should only pay interest on the price difference for the cover transaction (half of the goods).

Case 682: CISG [8]; 38; 39; [74]

PRC: China International Economic & Trade Arbitration Commission [CIETAC]

Hot-rolled steel plate case

22 January 1998

Published in Chinese: Zhong Guo Guo Ji Jing Ji Mao Yi Zhong Cai Wei Yuan Hui Cai Jue Shu Hui Bian [Selected Compilation of Awards of CIETAC]: 1995-2002, Law Press, pp. 58-64

English translation: <http://cisgw3.law.pace.edu/cases/980122c1.html>

Abstract prepared by Meihua Xu

The parties entered into a sales contract of hot-rolled steel plate. The quality clause of the contract not only required compliance with a certain standard (the so-called "GOST Standard"), but also provided for specific other indicators. The seller had drafted the contract and later alleged that it had inserted the specific other indicators accidentally. Upon arrival at the destination port, the buyer had the goods inspected and found that the quality of the goods fell below the specific other indicators. Consequently, the buyer could only resell the goods at a reduced price and suffered losses (of profit and of price difference). The parties agreed to arbitrate without stating the applicable law. The buyer sought damages for its losses.

The tribunal held that Chinese law should be applied based on the principle of closest connection. CISG and relevant international trade practice should additionally be considered unless they were in conflict with Chinese law, since both parties argued with the CISG. Further, the tribunal noted that in usual circumstances, where a contract adopted the GOST standard, specific indicators could be omitted, and that if there were such specific indicators in the contract added, they should be the ones required by the GOST standard [implied in Art. 8 CISG]. In this case, however, the specific indicators were inconsistent with the GOST standard and could, thus, not be used. It was the buyer's right to have the goods inspected, according to Art. 38 and 39 CISG. If there was any dispute, the parties should negotiate or apply for a new inspection to settle the dispute. The arbitral tribunal concluded that, according to the GOST standard, the factory certificates provided by the seller and the inspection results of the buyer, the quality of the steel plates was conforming with the GOST standard. However, as the seller caused the erroneous inclusion of the specific indicators, the tribunal deemed him liable in this respect. The arbitral tribunal dismissed the buyer's claim for loss of profit, which was not the seller's responsibility, [Art. 74 CISG], but found that the seller was 80 per cent liable for the loss of price difference, since its drafting error had adversely affected the resale of the goods.

Case 683: CISG [1 (1)(a)]; 30; [35]; 38; [39 (1); 45]; 66; [74]

PRC: China International Economic & Trade Arbitration Commission [CIETAC]

Piperonal aldehyde case

1999

Published in Chinese in: "Commentary on Typical Arbitration Cases of International Economy and Trade", *Arbitration Research Institute of the China Chamber of International Commerce (CCOIC)*, ed. (Beijing: Law Press, 1999), pp. 51-58

English translation: <http://cisgw3.law.pace.edu/cases/990000c1.html>

Abstract prepared by Jean Ho

A Chinese seller and an American buyer entered into a sales contract for Piperonal aldehyde. The contract stipulated delivery CIF to New York. The buyer faxed the seller repeatedly warnings on the sensitivity of the goods, advising him to keep them from high temperature and to arrange for non-stop shipment. The seller assured the buyer on the temperature at the port being fit for the goods. The seller then shipped the goods via Hong Kong to New York. Upon unloading, the transport company discovered that the goods had melted and leaked. The transport company then handed the goods over to the buyer's client. The latter rejected the goods and the buyer notified its insurer and the seller accordingly Art[t]. [35,] 38 [and 39 (1)] CISG). Tests revealed that the goods were damaged by high temperature during transport. After negotiations, the buyer, the seller and the insurer agreed on indemnifications for the buyer paid by both the insurance company and the seller. Subsequently, the buyer and the seller entered into a supplemental agreement, in which the seller agreed to pay the buyer additional money. However, the seller did not fulfil this obligation. Thus, the buyer commenced arbitration proceedings to recover the money.

The seller denied liability for any damages to the goods according to Art. 30 CISG and the contract agreement on CIF New York. It further alleged that it had called the

transport company on the appropriate temperature for the shipment. Additionally, the seller denied the validity of both agreements, since they were both premised on its liability.

The arbitral tribunal held the CISG to be the applicable law [Art. 1 (1)(a) CISG]. Both parties had places of businesses in different states, which were both Contracting States to the CISG. The tribunal noted that usually the agreement on CIF referred the seller's liability on to the buyer as soon as the goods passed the ship's rail. However, the communication between the parties regarding the appropriate transportation temperature constituted a special agreement pursuant to Art. 66 CISG. The seller breached this agreement [Art. 45, 74 CISG]. It neither arranged for non-stop shipment nor was its phone notice to the carrier sufficient, which, besides, it did not prove. Consequently, the arbitral tribunal deemed the two agreements valid and ordered the seller to pay the buyer the promised sum.

Case 684: CISG [1 (1)(a)]; 25; 30; 35; 45; 74; 75; 76; [77]; 78

PRC: China International Economic & Trade Arbitration Commission [CIETAC]

Bud rice dregs case

12 April 1999

Published in Chinese: Zhong Guo Guo Ji Jing Ji Mao Yi Zhong Cai Wei Yuan Hui Cai Jue Shu Hui Bian [Compilation of CIETAC Arbitration Awards] (May 2004) 1999 vol., pp. 1829-1833

English translation: <http://cisgw3.law.pace.edu/cases/990412c1.html>

Abstract prepared by Meihua Xu

A Swiss Company contracted to buy from a Chinese Company bud rice dregs. The contract provided for payment by sight L/C fifteen days prior to the shipment date and FOBT Dalian (China). On each unit of the goods there was a commission fee. After inspection of the goods, the buyer opened the L/C, for which he had to pay an administration fee. The buyer then noticed that the seller had secretly exchanged the inspected quality goods for defaulted ones. The buyer notified the seller, who unloaded the goods. However, it did not provide the buyer with other goods. Subsequently, the buyer entered into new contract for bud rice dregs FOBT Dalian on a higher price. For this contract, it had to pay an identical commission fee.

The buyer sought compensation for damages before the arbitral tribunal for (1) price difference of the goods; (2) the administration fee for the L/C; (3) the commission price per unit price under the new contract; (4) the attorney's and arbitration fee; (5) the loss of interest on the aforesaid sums (8 per cent). Further, the buyer alleged that it encountered losses, because its ship had to stay at the Dalian Harbour to obtain the replacement goods, which caused stagnation at the dock.

The parties did not stipulate the applicable law in the contract. The arbitral tribunal applied the CISG, since it was an international contract and both parties' places of business were in Contracting States of the CISG [Art. 1 (1)(a) CISG]. Referring to Art. 25, 30 and 35 (1) CISG, the arbitral tribunal held that the seller had fundamentally breached the contract by failing to provide the goods after unloading the exchanged ones. The seller, thus, deprived the buyer of its expected economic benefits from the contract. Therefore, the tribunal granted the buyer's claim for loss of price difference and loss of the L/C issuing fee pursuant to Art. 45, 74 [to 77]

CISG and interests thereon (7 per cent) (Art. 78 CISG). Further, the tribunal ordered the seller to pay for the buyer's attorneys' and arbitration fee but without interests. The tribunal denied the buyer's claim for losses due to the stagnation at the dock, since the buyer had not provided any relevant evidence. In addition, the tribunal denied the buyer's claim for the commission price, since this would have had to be paid in both contracts.

Case 685: CISG 8; 9; 25; 74; 76; 77

PRC: China International Economic & Trade Arbitration Commission [CIETAC]

Peanut kernel case

June 1999

Published in Chinese in: "Commentary on Typical Arbitration Cases of International Economy and Trade", *Arbitration Research Institute of China Chamber of International Commerce (CCOIC)*, ed. (Beijing: Law Press, 1999), pp. 3-6

English translation: <http://cisgw3.law.pace.edu/cases/990600c1.html>

Abstract prepared by Jean Ho

The parties entered into a sales contract for peanut kernels. The contract stipulated the quality standard, the shipment, FOB and the approximate time for shipment. Further, the contract foresaw that the buyer should make payment by a Letter of Credit (L/C) within 15 days prior to the date of shipment. The buyer inspected the goods on four occasions with the seller. After the last inspection, however, it declared that it would not open the L/C alleging nonconformity of the goods with the contract standard. When negotiations to settle the issue failed, the seller informed the buyer via fax that it was treating the contract as terminated and claimed damages for losses from the buyer before an arbitration tribunal.

The buyer argued that it had been the business practice during the parties' long-term trading relationship that the buyer was only bound to open the L/C after both parties had agreed on the eligibility of the goods after their inspection. As the seller did not prepare the goods in conformity with the contract standard, the buyer was under no obligation to open the L/C.

The tribunal held that the contract provision on the opening of the L/C prevailed over the business practice of the parties alleged by the buyer [Art. 9 CISG]. Therefore, the buyer's failure to open the L/C and to arrange for transportation constituted a fundamental breach of contract [Art. 25 CISG]. The buyer was, thus, liable for the seller's loss of profits pursuant to [Art. 74 CISG]. However, the tribunal noted that the seller should mitigate its loss according to Art. 77 CISG by taking reasonable measures to resell the goods at the prevailing market price [CISG Article 76 (1)].

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Case 679: CISG [25; 45; 49 (1)(a); 74] – PRC: China International Economic & Trade Arbitration Commission [CIETAC], Palm oil case (22 January 1996)

Case 680: CISG [1 (1)(a); 8; 25]; 30; 60 – PRC: China International Economic & Trade Arbitration Commission [CIETAC], Horsebeans case (8 March 1996)

Case 681: [1(1)(a); 25; 26]; 31 (a); 45 (1)(b); 74; 75; 76 (1); 76 (2); 77; 78 – PRC: China International Economic & Trade Arbitration Commission [CIETAC], Vitamin C case (18 August 1997)

Case 682: CISG [8]; 38; 39; [74] – PRC: China International Economic & Trade Arbitration Commission [CIETAC], Hot-rolled steel plate case (22 January 1998)

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Case 684: CISG [1 (1)(a)]; 25; 30; 35; 45; 74; 75; 76; [77]; 78 – PRC: China International Economic & Trade Arbitration Commission [CIETAC], Bud rice dregs case (12 April 1999)

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II. Cases by text and article**CISG 1 (1)(a)**

Case 678: PRC: China International Economic & Trade Arbitration Commission [CIETAC], Scrap copper case (12 January 1996)

Case 680: PRC: China International Economic & Trade Arbitration Commission [CIETAC], Horsebeans case (8 March 1996)

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Case 680: PRC: China International Economic & Trade Arbitration Commission [CIETAC], Horsebeans case (8 March 1996)

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CISG 9

Case 685: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Peanut kernel case (June 1999)*

CISG 25

Case 679: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Palm oil case (22 January 1996)*

Case 680: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Horsebeans case (8 March 1996)*

Case 681: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Vitamin C case (18 August 1997)*

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Case 681: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Vitamin C case (18 August 1997)*

CISG 35

Case 683: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Piperonal aldehyde case (1999)*

Case 684: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Bud rice dregs case (12 April 1999)*

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Case 681: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Vitamin C case (18 August 1997)*

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CISG 66

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CISG 75

Case 681: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Vitamin C case (18 August 1997)*

Case 684: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Bud rice dregs case (12 April 1999)*

CISG 76

Case 678: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Scrap copper case (12 January 1996)*

CISG 76 (1)

Case 681: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Vitamin C case (18 August 1997)*

Case 684: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Bud rice dregs case (12 April 1999)*

Case 685: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Peanut kernel case (June 1999)*

CISG 76 (2)

Case 681: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Vitamin C case (18 August 1997)*

CISG 77

Case 681: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Vitamin C case (18 August 1997)*

Case 684: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Bud rice dregs case (12 April 1999)*

Case 685: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Peanut kernel case (June 1999)*

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Case 678: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Scrap copper case (12 January 1996)*

Case 681: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Vitamin C case (18 August 1997)*

Case 684: *PRC: China International Economic & Trade Arbitration Commission [CIETAC], Bud rice dregs case (12 April 1999)*