

Case Law on CISG Articles 38, 39

Prepared for the CISG Advisory Council, January 2004[*]

As an annex to
CISG Advisory Council
Opinion No. 2

Examination of the Goods and Notice of Non-Conformity Articles 38 and 39

The following gives an overview of reported case law on these provisions of the CISG. It permits “at a glance” to distinguish cases raising different issues, outlining them in key words. This list is not exhaustive.[**]

For the detailed reasoning of the Courts in the various cases, go to:
<<http://cisgw3.law.pace.edu/cisg/text/casecit.html>> where the full texts of the cases or links to the full texts of the cases may be accessed.

The three issues distinguished are:

1. Extent and timeliness of examination (Article 38)
2. Specificity and form of notice of non-conformity (Article 39)
3. Timeliness of notification of non-conformity (Article 39)

1. Extent and Timeliness of Examination: Article 38

Venue	Date	Docket No.	Goods	Proper Examination?
Belgium:				
Rb Hasselt	06.03.02	A.R. 2703/01	Rolls with printed numbers	No; buyer should check numbering, not rely on customers
Rb Ieper	29.01.01	Unavailable	Cooling installations	Yes; continued use necessary to see defect
Rb Kortrijk	06.10.97	A.R. 4143/96	Crude yarn	Yes; not required to unroll threads to examine
Denmark:				
Maritime & Commercial Court of Copenhagen	31.01.02	H-0126-98	Frozen fish	No; A sample should have been thawed and analysed
Finland:				
Helsinki Court of Appeal	30.06.98	S 96/1215	Skin care products (hidden defect Vitamin A reduction over shelf life)	Yes; sampling took time, ten weeks between delivery and notice OK because of 38
Turku Court of Appeal	12.11.97	S 97/324	Canned food	Yes, court allowed buyer to rely on complaints from customers as he could not have examined cans
France:				

Cour d'appel Paris	06.11.01	2000/04607	Cables for elevators	No, defect should have been discovered, at latest when repackaging 8 days after delivery
Cour de Cassation	26.05.99	P 97-14.315 Arret 994D <i>Schreiber v. Thermo Dynamique</i>	Laminated sheet metal	Yes; 11 days timely due to heavy handling of metal (notice 20 days after exam. also timely); left to lower instance
Germany:				
Landgericht Berlin	21.03.03	n.a.	Fabric	No; although latent defect only evident after dyeing fabric
Landgericht Munchen	27.02.02	5 HKO 3936/00	Metal cantilevers for video screens	Yes; a buyer does not have duty to examine goods as to their electrical operational safety
Landgericht Trier	29.03.01	7 HKO 204/99	Mobile telephones (some replaced by cobblestones)	No; external examination should have revealed signs of tampering
Oberlandesgericht Oldenburg	05.12.00	12 U 40/00	Tiller machine	No; defects noticed by buyer upon first use 3 months after delivery
Oberlandesgericht Köln	13.11.00	16 U 45/00	Plug couplings	No; not examined prior to resale
Oberlandesgericht Koblenz	18.11.99	2 U 1556/98	Fibreglass fabrics	No; discernible defects should be discovered within a week
Oberlandesgericht Thüringen	26.05.98	8 U 1667/97	Live fish	No; although virus a latent defect, goods must still be examined
Landgericht Paderborn	25.06.96	7 O 147/94	Plastic	Yes: defect too hard to spot
Landgericht Ellwangen	21.08.95	1 KfH O 32/95	Paprika	Yes; ethylene oxide contents problem considered hidden defect
Netherlands:				
Rb Rotterdam	20.01.00	HAZA 99-325	Cherries	No; unsuitable packaging should have been detected
Hof s'Hertogenbosch	15.12.97	C9700046/HE	Mink furs	No; failure to examine before resale not OK
Rb Roermond	19.12.91	900366	Frozen cheese	Buyer must defrost sample & test to comply with Art. 38
Spain:				
Audiencia de Barcelona	20.06.97	755/95-C	Clothes dye	No; despite hidden defect, waited after 3rd party complaints until after seller sued for price
Switzerland:				
Pretura di Locarno-Campagna	27.04.92	6252	Furniture	No; not rely on customers

Arbitration:				
ICC International Court of Arbitration	? .06.99	9187	Coke	Insufficient Art. 38 examination by 3rd party not binding on buyer. Art. 44 excuse
ICA Russian Federation Arbitration	12.03.96	166/1995	n.a.	Yes; missing certificate of quality; discovery after a few days OK
CIETAC Arbitration (China)	04.08.88	n.a.	Calculator assembly parts	No; examination 4 months after delivery - 60 days in contract

2. Notification, Form and Specificity: Article 39

Venue	Date	Docket No.	Goods	Notice Specific & Satisfactory?
Belgium:				
Cour d'appel Mons	08.03.01	R.G. 242/99	Badge	No; not proven
Rb Kortrijk	16.12.96	A.R. 4328/93	Cloth	Telephone OK, but unspecific to simply say "bad quality"
Germany:				
Landgericht Stendal	12.10.00	22 S 234/94	Granite stone	No; telephone OK but "implausible" and not proven.
Landgericht Köln	30.11.99	89 O 20/99	Facade stones	No; "labelled wrongly" not specific, must detail defect and quantity defective
Landgericht Regensburg	24.09.98	6 O 107/98	Cloth	No; faxes fail to specify defects
Landgericht Erfurt	29.07.98	3 HKO 43/98	Shoe soles	No; two letters do not specify defect
Landgericht München	09.07.97	7 U 2070/97	Leather goods	No; "the products are not conforming to our specification and cannot be sold to customers" or "250 items were badly stamped"
Oberlandesgericht Koblenz	31.01.97	2 U 31/96	Blankets	No; unspecific as notice did not specify which designs were missing
Oberlandesgericht Köln	08.01.97	27 U 58/96	Machines	No; notice not proven
Bundesgerichtshof (Supreme Court)	04.12.96	VIII ZR 306/95	Software and print system	No; did not specify whether missing papers were for printer/system
Landgericht Aachen	19.04.96	43 O 70/95	Machines	No; notice not proven
Landgericht Kassel	15.02.96	11 O 4187/95	Marble	No; oral notice to third party not sufficient
Landgericht Bochum	24.01.96	Unavailable	Truffles	No; not specific to say "soft" for worm-ridden; also, risk of transmission of notice on buyer.
Landgericht Marburg	12.12.95	2 O 246/95	Machines	No; unspecific (missing serial nos. of machines) and unproven.
Amtsgericht Kehl	06.10.95	3 C 925/93	Fashion goods	No; telephone not proven (also not timely, 6 weeks)
Landgericht Kassel	22.06.95	8 O 2391/93	Clothes	No; telephone call not proven.
Oberlandesgericht Frankfurt a.M.	23.05.95	5 U 209/94	Shoes	No; telephone call not proven.
Landgericht München	20.03.95	10 HKO 23750/94	Bacon	No; telex "the goods are rancid" not specific enough
Landgericht München	08.02.95	8 HKO 24667/93	Software	No; not specific to simply ask for help

Landgericht Oldenburg	09.11.94	12 O 674/93	Lorry parts	No; need new notice after repair
Landgericht Frankfurt	13.07.94	3/13 O 3/94	Shoes	No; telephone call not proven
Amtsgericht Nordhorn	14.06.94	3 C 75/94	Shoes	Yes; return of goods valid notice; also: 10 day time limit agreed
Landgericht Aachen	28.07.93	42 O 68/93	Wood	No; non-payment not specific notification
Landgericht Frankfurt	09.12.92	3/3 O 37/92	Shoes	Yes; telephone call 19 days after delivery (timely)
Landgericht Bielefeld	18.01.91	15 O 201/90	Bacon	In part; "unclean" bacon specific, but "not properly smoked" not specific enough
Landgericht München	03.07.89	17 HKO 3726/89	Textiles, fashion goods	No; "poor workmanship and improper fitting" not specific enough
Italy:				
Tribunale di Busto Arsizio	13.12.02	n.a.	Machine for plastic recycling	Yes; buyer not required to indicate cause of defect
Tribunale di Vigevano	12.07.00	n. 405	Shoe sole rubber	No; not specific "[the goods] caused some problems"
Netherlands:				
Rb Middelburg	01.12.99	408/98	Building panels	Suspended for buyer to prove notification
Rb s'Gravenhage	07.06.95	94/0670	Apple trees	No; no notice proven by buyer
Switzerland:				
Obergericht Luzern	29.07.02	11 01 125	Machinery (presses)	No; voicing suspicion that pestles may not fit is not adequate
Bundesgericht (Supreme Court)	28.05.02	4C.395/2001/rnd	Maple wood	Yes; enough to say that quality is too low where the quality has been agreed (reversing lower instance)
Handelsgericht Zürich	17.02.00	HG 980472	Software and hardware	No; not specific to simply say not working properly
Handelsgericht Zürich	21.09.98	HG 960527/O	Books	No; not specific to state that goods do not conform to contract, especially as buyer is expert
Kantonsgericht Nidwalden	03.12.97	15/96Z	Furniture	No; not specific to simply indicate "wrong parts"
Handelsgericht Zürich	09.09.93	HG 930138 U/H93	Furniture	No; notice not proven by buyer (his burden)
Arbitration:				
ICC International	23.01.97	8611/HV/JK	Industrial equipment	No; notice not proven

Court of Arbitration				
----------------------	--	--	--	--

3. Notification of non-conformity, Within "Reasonable Time": Article 39(1)

Venue	Date	Docket No.	Goods	Notice Timely?
Austria:				
Oberster Gerichtshof (Supreme Court)	14.01.02	7 Ob 301/01t	Cooling system	Yes, both notices for obvious (12 days) and hidden (several months) defects. OGH 14 day practice restated
Oberster Gerichtshof	21.03.00	10 Ob 344/98	Wood	No; Art. 39 not used as Art. 9 means that an established trade practice will prevail
Oberster Gerichtshof	27.08.99	1 Ob 223/99x	Athletic shoes	No; 19 days regarded as unreasonable
Oberster Gerichtshof	15.10.98	2 Ob 191/98x	Wood	No; 14 day time frame for Arts. 38 AND 39 set forth
Oberster Gerichtshof	30.06.98	1 Ob 273/97x	Pineapples	No; COFREUROP rules in contract derogate from Art. 39 require immediate notice
Oberster Gerichtshof	27.05.97	5 Ob 538/95	Deep drill stabilizers	Yes; 4 weeks; allows 10-14 days for examination (38) and a month for notice (39)
Oberlandesgericht Innsbruck	01.07.94	4 R 161/94	Flowers	No; 3 months from discovery, 2 months considered reasonable
Belgium:				
Hof van Beroep Gent	08.10.03	2002/AR/1184	Textiles	No; not await complaints from customers after resale
Hof Gent	12.05.03	2000/AR/1957	Fashion clothes	No; three months too late
Rb Veurne	15.01.03	A/02/00430	Breeding sows	No; 1 ½ years after delivery, 1 year after disease known
Hof van Beroep Gent	02.12.02	1997/AR/384	Clothes	No; 3 months after delivery
Rb Hasselt	06.03.02	A.R. 2671/01	Shoes	No; not wait for end of season
Rb Mechelen	18.01.02	n.a.	Tomatoes	Yes; few days, general conditions in contract stipulating 24 hours not valid (in German and too fine print)
Hof van Beroep Gent	23.05.01	1999/A/2160	Thread	No; no notice proven by buyer (instead seller produces fax where buyer calls goods "very good")
Rb Veurne	25.04.01	A/00/00665	Diesel tram	No; over 2 months; previous notice by fax could not be proven by buyer (his burden of proof); one month guideline proposed
Cour d'appel Mons	08.03.01	R.G. 242/99	Metal badges	No; 6 weeks after delivery (easily discernible defects)
Hof van Beroep Gent	28.04.00	1997/AR/ 2235	Plastic bags	No; 14 months and 5 months
Rb Hasselt	17.02.00	n.a.	?	No; 8 months after delivery
Rb Hasselt	19.05.99	n.a.	Squirrels	No; 6 weeks.
Hof van Beroep Antwerpen	04.11.98	1995/AR/ 1558	?	Yes; 20 days; despite agreement on 14 days max.
Rb Kortrijk	27.06.97	A.R. 651/97	Yarn (for textiles)	No; 3 months after delivery
Rb Hasselt	21.01.97	A.R. 1972/96	Neon signs	No; 4 months after delivery
Rb Kortrijk	16.12.96	A.R. 4328/93	Cloth	No; 2 months after delivery (speed required in clothes trade)
Rb Hasselt	03.12.96	A.R. 2987/95	Boilers	No; 4 months after discovery
Tribunal Commercial Bruxelles	05.10.94	R.R. 1.205/93	Shoes	No; 9 months after delivery
Canada:				
Ontario Superior Court of Justice	31.08.99	98-CV-14293CM	Picture frame mouldings	No; 2 years after delivery

Denmark:				
Vestre Landsret	10.11.99	B-29-1998	Christmas trees	Yes; 1 and 2 days, BUT NB! Notice of avoidance after 8 days untimely
France:				
Cour d'appel de Colmar	24.10.00	Unavailable	Glue additive for lamination	Yes; 2 months after delivery
Cour d'appel de Versailles	29.01.98	95/1222	High tech double-edged roll grinder machines	Yes; series of notices: two weeks after initial test and one month after second test (final notice 6 and 11 months after delivery)
Tribunal de commerce de Besançon	19.01.98	97 009265	Sports clothes for children	Yes; 6 months after delivery, because "well within" the Art. 39(2) cut-off of 2 years
Cour d'appel de Grenoble	13.09.95	93/4126	Cheese	Yes; 30 days after delivery
Germany:				
Oberlandesgericht München	13.11.02	U 346/02	Organic barley	No; should not have waited for formal declaration but recognized that lack of certificate was non-conformity in itself
Oberlandesgericht Rostock	25.09.02	6U 126/00	Frozen food	No; buyer unable to prove
Oberlandesgericht Schleswig	22.08.02	11 U 40/01	Live sheep	No; livestock requires notice of 3-4 days after delivery
Landgericht Saarbrücken	02.07.02	8 O 49/02	Tiles	No; because after 1 month period, despite latent defect (tiles absorb liquids such as apple juice and stain)
Oberlandesgericht München	01.07.02	10 O 5423/01	Fashion shoes	No; several months can under no circumstances be reasonable for seasonal goods
Landgericht München	30.08.01	12 HKO 5593/01	Wine	No; 8 months after delivery, short period of time required
Oberlandesgericht Saarbrücken	14.02.01	1 U 324/99-59	Windows and doors	No; over 2 years 39(2); ½ - 1 month considered reasonable as "general opinion"
Oberlandesgericht Oldenburg	05.12.00	12 U 40/00	Machine for tilling athletic fields	No; 7 weeks after delivery unreasonable
Landgericht München	16.11.00	12 HKO 3804/00	Equipment for pizzeria	No; almost 1 year
Oberlandesgericht Koblenz	18.11.99	2 U 1556/98	Glass fibre	No; 3 weeks after delivery, defects easily recognizable
Bundesgerichtshof	03.11.99	VIII ZR 287/98	Grinding machine (hidden defect)	Yes; court allows 1 month after expert's report for notice
Landgericht Berlin	25.05.99	102 O 181/98	Fabric	No; 7 weeks untimely
Bundesgerichtshof	25.11.98	VIII ZR 259/97	Sticky film	No; BUT seller implicitly waived right to rely on Arts. 38/39 (24 days not timely in prior instance)
Oberlandesgericht Koblenz	11.09.98	2 U 580/96	Dryblend for PVC tubes	No; 3 weeks after delivery' court allows 1 week for examination and 1 week for notice
Oberlandesgericht Celle	02.09.98	3 U 246/97	Vacuum cleaners	No; 8 and 5 weeks, notice "doubtful"
Oberlandesgericht Saarbrücken	03.06.98	1 U 703/97	Fresh flowers	No; no notice proven; court states <i>obiter</i> that for flowers notice must be same day as delivery
Oberlandesgericht Thüringen	26.05.98	8 U 1667/97 (266)	Live fish	No; 1 month after delivery, no evidence of 38 examination; court states 8 days would be reasonable (livestock, infected)
Oberlandesgericht München	11.03.98	7 U 4427/97	Cashmere sweaters	No; 4 months, 2 weeks agreed
Landgericht Hagen	15.10.97	22 O 90/97	Socks	No; 3 ½ month too late

Oberlandesgericht Köln	21.08.97	18 U 121/96	Chemicals (aluminium hydroxide)	No; although 1 month normally reasonable, immediate notice needed before deliveries mixed
Bundesgerichtshof	25.06.97	VIII ZR 300/96	Steel wire	Yes; seller waived right to object to late notices by accepting them
Oberlandesgericht Karlsruhe	25.06.97	1 U 280/96	Surface protection film	No; 24 days after delivery, reversed by BGH
Oberlandesgericht Köln	08.01.97	27 U 58/96	Tannery machine	No; although latent should have notified seller before commissioning repair
Landgericht Saarbrücken	26.03.96	7 IV 75/95	Ice cream parlour fittings	No; court argues that paying final price cuts off buyer from right to complain
Amtsgericht Augsburg	29.01.96	11 C 4004/95	Fashion shoes	No; 18 months (1 month OK)
Landgericht Düsseldorf	11.10.95	2 O 506/94	Generator	Yes; 1 week, but not mentioned; decided on other grounds
Amtsgericht Kehl	06.10.95	3 C 925/93	Knitwear	No; six weeks – one month considered reasonable
Oberlandesgericht Nürnberg	20.09.95	12 U 2919/94	Software	Yes; 1 day after discovery
Oberlandesgericht Stuttgart	21.08.95	5 U 195/94	Machines	No; none proven, one month considered reasonable
Oberlandesgericht Hamm	09.06.95	11 U 191/94	Windows	Yes; applied to Article 46.
Bundesgerichtshof	08.03.95	VIII ZR 159/94	Mussels	No; 6 weeks, 1 month considered reasonable
Oberlandesgericht München	08.02.95	7 U 3758/94	Plastic	No; 3 months unreasonable; 8 days reasonable
Amtsgericht Riedlingen	21.10.94	2 C 395/93	Ham	No; 20 days despite holiday; spot check feasible within days (ham developed mould within hours on unpacking)
Landgericht Nürnberg-Fürth	26.07.94	5 HKO 10824/93	Software	Yes; 1 day after discovery
Landgericht Gießen	05.07.94	6 O 85/93	Clothes	No; outside time-limit agreed – Art. 39 derogated
Landgericht Düsseldorf	23.06.94	31 O 231/94	Presses	No; 4 & 20 months after delivery, both tardy
Oberlandesgericht Köln	22.02.94	29 U 202/93	Wood	Yes; 8 days after examination
Oberlandesgericht Düsseldorf	10.02.94	6 U 32/93	Textiles	No; 2 month, strict construction
Landgericht Hannover	01.12.93	22 O 107/93	Shoes	No; outside time-limit agreed – Art. 39 derogated
Landgericht Köln	11.11.93	86 O 119/93	Research	No; 21 days, due to deadline which seller knew of
Oberlandesgericht Düsseldorf	12.03.93	17 U 136/92	Textiles	No; 25 days, analogy to German HGB §377 and implicit waiver of untimely notice defence
Oberlandesgericht Saarbrücken	13.01.93	1 U 69/92	Doors	No; 2 months after delivery
Oberlandesgericht Düsseldorf	08.01.93	17 U 82/92	Gherkins	No; 7 days from loading, implied agreement re examination
Landgericht Berlin	30.09.92	99 O 123/92	Shoes	No; 3 ½ months after delivery
Landgericht Berlin	16.09.92	99 O 29/93	Shoes	No; over 2 months after delivery
Landgericht Mönchengladbach	22.05.92	7 O 80/91	Textiles	No; 1 month, court considers 1 week for exam and 1 for notice reasonable
Landgericht Baden-Baden	14.08.91	4 O 113/90	Tiles	No; outside time-limit agreed – Art. 39 derogated

Landgericht Stuttgart	13.08.91	16 S 40/91	Clothes	No; 6 weeks not reasonable. NOTE, no separate Art. 39 notice, only Art. 49 notice of avoidance
Landgericht Aachen	03.04.90	41 O 198/89	Shoes	Yes; 1 day after discovery
Landgericht Stuttgart	31.08.89	3KfHO 97/89	Shoes	No; 16 days not timely in view of defects in earlier delivery
Italy:				
Tribunale di Rimini	26.11.02	3095	Porcelain tableware	No; 6 months after delivery (earlier notice unproven)
Tribunale di Vigevano	12.07.00	405	Shoe-sole rubber	No; 4 months case-by-case basis for determination (also unspecific and unproven)
Pretura di Torino	30.01.97	Unavailable	Cotton fabric	No; 7 months after delivery/discovery
Tribunale Civile di Cuneo	31.01.96	93/4126 [45/96]	Clothes	No; 23 days after delivery, easily recognizable defect reduces time frame
Netherlands:				
Hof Arnhem	27.04.99	97/700 and 98/046	Room units	No; over 2 years cut-off: Article 39(2)
Hoge Raad (Supreme Court)	20.02.98	16.442	Floor tiles	No; 4 months after customer complaints (hidden defect)
Hof Arnhem	17.06.97	96/449	Gas compressors	No; 3 months after delivery
Rb Zwolle	05.03.97	HA ZA 95-640	Fresh fish	No; perishables require short period
Rb Rotterdam	21.11.96	95/3590	Daisies	No; 4 months after delivery
Rb Roermond	06.05.93	925159	Kettles	No; 3 months after discovery
Hof s'Hertogenbosch	26.02.92		Shoes	No; by paying for goods 2 months after last delivery buyer accepted as they were
Spain:				
Audiencia Provincial Pontevedra	03.10.02		Frozen fish	Yes; 3 months after delivery (1 for exam, 2 for notice)
Audiencia Provincial Coruna	21.06.02	201/2001	Rainbow trout eggs	No; 10 weeks after delivery, 6 weeks after despatching eggs for analysis (virus detectable after 2-7 days)
Audiencia Provincial Barcelona	12.09.01	566/2000	Frozen seafood	Yes; notice given 11 days after report on defects issued

Audiencia Provincial Castellon	16.06.00	371/1999	Industrial machine	No; but note court considers Art. 39 to have a "laxer wording" than the corresponding Spanish domestic law prescribing 30 days.
Audiencia Provincial Navarra	27.03.00	Unavailable	Electric water dispensers	No; 6 months after delivery not timely
Switzerland:				
Tribunale d'appello di Lugano	08.06.99	12.19.00036	Wine bottles	No; 8 days agreed - 39 derogated re time. Also notice not specified
Handelsgericht Zürich	30.11.98	HG 930634/O	Lambskin coats	No; 1 month. Allows 7-10 days for Art. 38 and "generous" 2 weeks for Art. 39-notice; defect was obvious (colouring)
Bezirksgericht Unterrheintal	16.09.98	EV. 1998.2 (1KZ. 1998.7)	Furniture	No; one year unreasonable
Tribunale Cantonal Valais	29.06.98	CI 97 288	Sports clothing	No; 7-8 months by far too late.
Obergericht Zug	24.03.98	OG 1996/2	Meat	Yes; 7-17 days, despite perishables
Obergericht Kanton Luzern	08.01.97	11 95 123/357	Medical appliances (blood infusion devices)	No; 3 months after delivery unreasonable
Cour de Justice Genève	10.10.97	C/21501/ 1996	Acrylic cotton	Yes; hidden defect - Swiss 1 year cut-off amended and Art. 39(2) prevail
Gerichtskommission Oberrheintal	30.06.95	OKZ 93-1	Sliding gates	No; 1 year obviously too late
Handelsgericht Zürich	26.04.95	HG 920670	Salt water isolation tank	No; 4 weeks after discovery of leakage tank
USA:				
US Circuit Court of Appeals (5 th Circuit)	11.06.03	<i>BP Oil v. Impresa</i>	Gasoline	No; due to testing agency, buyer should have discovered defects and notified before accepting delivery; BUT remanded for Art. 40
US District Court (N.D. Illinois)	29.05.03	<i>Chicago Prime Packers v. Norham Foods</i>	Frozen pork ribs	Undecided; court denied summary judgment to determine if notice over 1 month after delivery is reasonable, more facts needed
Arbitration:				
ICA Russian Federation Arbitration	11.02.00	226/1999	Equipment	Yes; 6 days after discovery

ICC International Court of Arbitration	? .08.99	9887	Chemicals	Yes; 12 days after delivery
ICC International Court of Arbitration	? .08.99	9083	Books	No; 14 day guideline from Austrian law adopted
ICC International Court of Arbitration	? .02.99	9474	Banknotes	No; 3 years
CIETAC Arbitration (China)	1999	n.a.	Piperonal aldehyde	Yes; goods arrived 18 Nov.: notices on 27 Dec. when goods unloaded from port; and on 30 Nov. when unloaded from container, and on 4 Dec.
ICC International Court of Arbitration	? .09.97	8962	Glass commodities	No; 5 weeks, 1 month considered reasonable
ICA Russian Federation Arbitration	04.06.97	256/1996	n.a.	No; outside 30 day time limit in contract
ICC International Court of Arbitration	? .06.96	8247	Chemical compound	No; 3 weeks too long for examination and notice
BTPP Bulgarian Arbitration	24.04.96	56/95	Coal	No; Article 40 disclosure
Schiedsgericht der Handelskammer Hamburg	21.03.96	Unavailable	Goods	No; over 2 years
Hungarian Court of Arbitration	05.12.95	VB/94131	Waste containers	No; 32 days speedy affairs
CIETAC Arbitration (China)	1995	Unavailable	Jasmine aldehyde	Yes; same days as end user rejected goods (few days after delivery)
ICC International Court of Arbitration	23.08.94	7660/JK	Machinery	Yes; not explained why
Int. Schiedsgericht Bundeskammer Vienna	15.06.94	SCH-4318	Metal sheets	No; outside agreed time frame – Art. 39 derogated
ICC International Court of Arbitration	1994	7331	Cowhides	Yes; agreed time frame of one month OK
ICC International Court of Arbitration	1994	7565	Coke	Yes; undisputed
ICC International Court of Arbitration	1989	5713	Unavailable	Yes; 8 days after discovery

* The case overview was prepared for the CISG Advisory Council by Camilla Baasch Andersen, Queen Mary, University of London.

** There are also other sources of case law information, e.g., the UNCITRAL Digest of CISG Cases: a draft of the UNCITRAL Case Digest is currently available through Sellier, European Law Publishers: München and Sweet & Maxwell: London; the final text of the UNCITRAL Case Digest is scheduled to be published by UNCITRAL in the latter part of 2004.

-