

5th Version 2013:

This version has changed the database as follows:

1. Electronic format

All 39 CISG-Texts (Status: January 1, 2013) have recently become available in electronic format. Thereby the usability of the database has been improved.

2. New URL

The internet address has been changed in

< <http://cisg7.institut-e-business.de/index2.php?lang=1> > .

3. Organization of the database as presented horizontally in blue

„Feedback“ and „?“ (navigational aid) have been abandoned.

The 5th version 2013 does not affect the following forewords to the 3rd version 2010 and to the 4th version 2011, i.e. they are parts of the database furthermore.

3rd Version 2010:

This version has improved the preceding versions of the synoptical database in five key aspects. Therefore its foreword is retained and follows the foreword to the 4th version.

4th version 2011: Foreword

1. The database „Texts of the Uniform Sales Law (CISG)“ presents 39 texts (Status: June 1, 2011) in two parts.

Part I “Uniform Sales Law (CISG): Synopsis of selected texts” comprises ten languages – five authentic texts (Chinese, English, French, Russian and Spanish) and five official translations (Dutch, German, Italian, Japanese and Swedish).

Part II „**Compilation of texts**“ presents the 39 texts. These are the six authentic texts (Arabian besides the five texts as elaborated in the synopsis), 31 official and two unofficial translations. Due to technical reasons this compilation had to be made part of the table of contents of the synoptical part of the database – at the end of its horizontal organization as well as vertically following part VIII. and

highlighted by the color above.

2. A uniform lead precedes the translations. For illustration reference is made to

Version 2013: < <http://cisg7.institut-e-business.de/pdf/Textsammlung/textsammlung-albanisch.pdf> >

[up to now: < <http://web.law-and-business.de/cisg7/pdf/Textsammlung/textsammlung-albanisch.pdf> >]

or

Version 2013: < <http://cisg7.institut-e-business.de/pdf/Textsammlung/textsammlung-ungarisch.pdf> >

[up to now: < <http://web.law-and-business.de/cisg7/pdf/Textsammlung/textsammlung-ungarisch.pdf> > .

3. In the compilation of texts the Dutch, the German, the Japanese, the Italian and the Swedish version have been linked to the synoptical part of the database. Thus the user can easily access the synopsis.

Vice versa the user can easily access the full text of each language of the synopsis by clicking on "Compilation of texts".

3rd Version: Foreword

This English/German Foreword deals with issues that have emerged as a result of the further development and improvement of the databank compared with earlier versions. It concerns the 10 translations that have since been completed and supplements the introductions that have been provided in these translated versions.

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1. New title of the database

The new title is:

Uniform Sales Law (CISG): Synopsis of selected texts
IT - supported instrument for the variable and dynamic search of
authentic texts and of official translations.

It underscores the focus of the database, to juxtapose individual articles and other texts according to user's choice.

2. Two new languages

Japanese has been added to honour the accession of Japan to the Uniform Sales Law as of August 01, 2009.¹

Swedish has been added to remind the CISG-community of the contributions of the Scandinavian Sales Law to the World Sales Law project. Only two outstanding Swedish jurists can be mentioned here: Algot Bagge (1875 - 1971) and Martin Fehr (1885 - 1938). They participated in the Sales Law Committee discussions of the International Institute for the Unification of Private Law (UNIDROIT), that started in 1930 and ended with the Draft of 1935.

¹ [Bälz, Moritz](#): Japans später Beitritt zum UN-Kaufrecht, *RabelsZ* 73 (2009), 683 – 702;
[Kashiwagi, Noboru](#): Accession by Japan to the Vienna Sales Convention, *ZJapanR* 25 (2008), 207 – 214 (= The University of Tokyo Journal of Law and Politics IV [Spring 2007] 92 – 98);
[Sono, Hiroo](#): Japan's Accession to the CISG, The Asia Factor, *ZJapanR* 25 (2008), 195 – 205 (= *PaceIntern.L.Rev.* 20 [Spring 2008] 105 – 114). Alle Beiträge mit weiteren Nachweisen.

3. Collection of deficiencies and of corrections of texts

3.1 The Uniform Sales Law is to be uniformly interpreted and applied. This requires the most exact formulation of all CISG-Texts. However experience teaches that text deficiencies are unavoidable.

They may be mere printer's errors. Or they are deficiencies with regard to the contents of the authentic texts or they are translation errors in official translations. Such deficiencies have to be corrected and the corrections have to be made known to the public.

In this context, the database is to be understood as an international platform for the collection and publication of textual corrections of the various versions of the Uniform Sales Law in order to optimize their linguistic reliability.

3.2 Three groups of such corrections may be distinguished and have been indicated in the database.

3.2.1 First group: Corrections may be official, like Art. 68 of the authentic Russian text on the level of the Secretary-General of the United Nations as depositary for the Convention

see Version 2013: < <http://cisg7.institut-e-business.de/index2.php?a=show&id=68> >. ²

[up to now: < <http://web.law-and-business.de/cisg7/index2.php?a=show&id=68> >]

However publications in the Legal Gazettes of individual contracting States are also possible.

3.2.2 Second group: The preliminary stage of such corrections are non-official proposals for amendment regarding Art. 3 para. 2 of the authentic French text or various sections of the official German translation.³ On this level court judgements are also possible.

3.2.3.1 Third group: The suspicion of textual deficiencies of official translations may arise in the process of determining non-official subject headings for the individual articles. In these cases the authors do not recommend a non-official correction themselves. Rather they merely point out their suspicion.

² *Friehe/Huck*: Das UN-Kaufrecht in acht Sprachen, Hamburg: Verlag Dr. Kovač (2008), S. 113 und S. 115.

³ For 3.2.1 and 3.2.2 see *Friehe/Huck* (op.cit. fn. 2): art.3 para. 2: p. 115 and seq., for the proposals to modify the German version: p. 117 and seq.

In this way they intend to encourage CISG users who are jurists of the respective state to check themselves, whether an official correction should be made or rather an unofficial pro-posal for amendment should be submitted.

3.2.3.2 Two suspected translations will be indicated in the corresponding tables of the data-base.

In the Dutch table artt. 8 para.1, 35 para. 3 and 65 para. 1 are marked by the addition of

„[Vertaalfout? > zie voorword 3e bijgewerkte versie].
(Mistranslation? See foreword of the 3rd version)

In the Swedish table art. 22 is marked by the addition

[Översättningsfel ? se förordet till tredje versionen].
(Mistranslation? See foreword of the 3rd version)

The authors provide reasons for their suspicion in section 4 of this foreword.

3.3.1 The authors request support in updating of the database.

They would therefore welcome any information on further textual deficiencies in the language versions being worked out in this database, insofar as they have been officially approved or have not been officially verified in a scientifically reliable manner or have been indicated as cases of suspicion.

3.3.2 In order to assure that the updating process is as efficient as possible, the authors ask that the following points be taken into account:

3.3.2.1 Firstly that the parts of the text in question be highlighted and secondly that the corrections or the proposals for amendment or the indication of suspicion be provided in German or English.

3.3.2.2 Two examples of proposals for amendment (emphasis added) clarify what is meant:

Proposal for amendment for art. 3 para. 2 of the original French version of the text:

2) La présente Convention ne s'applique pas aux contrats dans lesquels la part prépondérante

2) La présente Convention ne s'applique pas aux contrats dans lesquels
la part prépondérante

de l'obligation

[La littérature propose la modification suivante (Legal writing proposes the following amendment): des obligations]

de la partie qui fournit les marchandises consiste en une fourniture de main-d'oeuvre ou d'autres services.”

Proposal for amendment for Art. 19 para. 2 sentence 1 of the official German translation:

(2) Eine Antwort auf ein Angebot, die eine Annahme darstellen soll, aber Ergänzungen oder Abweichungen enthält, welche die Bedingungen des Angebots nicht wesentlich ändern, stellt jedoch eine Annahme dar, wenn der Anbietende das Fehlen der Übereinstimmung

nicht unverzüglich mündlich beanstandet oder eine entsprechende Mitteilung absendet

[Änderungsvorschlag Schrifttum (Proposal for amendment of legal writing): nicht unverzüglich entweder mündlich beanstandet oder eine entsprechende Mitteilung absendet.]

For the wording of cases in which translation errors are suspected, see 3.2.3.2 supra.

3.3.3 Furthermore the authors ask that the source or the sources of the aforementioned information be precisely indicated because these will be quoted in the update.

The authors gratefully acknowledge in advance any such support.

4. Suspicion of textual deficiencies in the Dutch and Swedish official translation

4.1 Official Dutch translation

4.1.1 The phrase „ ... could not have been unaware ...“ is contained in five provisions of the authentic English text. An official translation should formulate this phrase identically for all five parts. The following comparison reveals however that the official Dutch translation contains deviations.

Authentic English text	Official Dutch translation ⁴
Art. 8 (1): could not have been unaware niet onkundig kon zijn ...
Art. 35 (3):could not have been unaware had behoren te weten
Art. 40: could not have been unaware niet onkundig had kunnen zijn ...
Art. 42 (1): could not have been unaware niet onkundig had kunnen zijn ...
Art. 42 (2) (a): .. could not have been unaware niet onkundig had kunnen zijn ...

Only the translations of artt. 40, 42 para. 1 and 42 subparagraph (2) (a) are identical:

From a grammatical point of view, the difference between these three expressions and art. 8 (1) would appear to be insignificant. All the more evident are the difference between them and Art. 35 para. 3, a point of criticism in Dutch legal writing.⁵

It is assumed, that the translation of art. 40, 42 (1) and 42 (2) (a) is correct. Therefore in the Table (Overzicht), the note regarding a possible mistranslation has been attached only to Artt. 8 para. 1 and 35 para. 3.

⁴ Version: < http://www.law.kuleuven.be/ipr/eng/cisg/text_nl.html > (Visited: 28.09.2009).

⁵ *Van der Velden: Het Weense koopverdrag 1980 en zijn rechtsmiddelen*, Deventer: Kluwer (1988), p. 223 regarding the deviation from art. 40 in art. 35 para. 3

Furthermore the suspicion of mistranslation, pertaining to the following synopsis, is related to a single phrase in art. 65 para. 1. Here exists a parallel to a proposal for amendment made in the official German translation. ⁶

The official Dutch translation is construed here, as well as the official German translation, as “knowledge”, whereas according to the three original texts as mentioned in the following, the translation should be construed as “may have knowledge”.

<p><u>Authentischer englischer, französischer und spanischer Text:</u></p>	<p><u>Amtliche niederländische Übersetzung:</u> ... voor zover deze hem bekend zijn ...</p> <p><u>Mögliche berichtigte Übersetzung:</u> ... voor zover deze hem bekend hadden kunnen zijn ...</p>
<p>... that may be known to him dont il peut avoir connaissance que le sean conocidas ...</p>	<p><u>Amtliche deutsche Übersetzung:</u> ... soweit ihm diese bekannt sind. ...</p> <p><u>Änderungsvorschlag Schrifttum:</u>⁷ ... soweit er diese kennen kann. ...</p>

⁶ Friehe/Huck (op.cit. fn. 2), p. 148.

⁷ Friehe/Huck (op.cit. fn.2), p. 122.

4.2 Official Swedish translation

In Sweden art. 22 has probably been mistranslated. This suspicion can be demonstrated in a side by side comparative presentation of artt. 15, para.1, 16 para. 1 and 22.⁸

Authentischer englischer Text	Vermuteter Entwurf der amtlichen Übersetzung ⁹	Amtliche schwedische Übersetzung
Spalte 1	Spalte 2	Spalte 3
<p>Article 15</p> <p>(2) An offer, even if it is revocable, may be withdrawn if the withdrawal reaches the offeree ...</p>	<p>15 artikel.</p> <p>2) Ett anbud får återkallas, även om det inte kan återtas, om återkallelsen kommer fram till anbudstagaren ...</p>	<p>Artikel 15</p> <p>2) Ett anbud får dras tillbaka även om det är oåterkalleligt, såvida meddelandet om att det dras tillbaka kommer fram till anbudstagaren ...</p>
<p>Article 16</p> <p>(1) Until a contract is concluded an offer may be revoked if the revocation reaches the offeree ...</p>	<p>16 artikel.</p> <p>1) Fram till dess att ett avtal har slutits kan ett anbud återtas, om återtagandet kommer fram till anbudstagaren ...</p>	<p>Artikel 16</p> <p>1) Till dess att ett avtal har slutits kan ett anbud återkallas om återkallelsen kommer fram till anbudstagaren ...</p>
<p>Article 22</p> <p>An acceptance may be withdrawn, if the withdrawal reaches the offeror before or at the same time as the acceptance would have become effective.</p>	<p>22 artikel.</p> <p>Ett antagande svar kan återkallas, om återkallelsen kommer anbudsgivaren till handa innan eller samtidigt som det antagande svaret skulle ha fått verkan.</p>	<p>Artikel 22</p> <p>Ett antagande svar kan återkallas, om återkallelsen kommer fram till anbudsgivaren innan eller samtidigt som det antagande svaret skulle ha fått verkan.</p>

⁸ Emphasis added.

⁹ Source: < <http://www.cisg.law.pace.edu/cisg/text/swedish.html#22> > (copied: 09.02.2010).

This apparently contradicts the two different translations of the English „withdrawn/withdrawal“ of art. 15 para. 2 in column 2 with “återkallas/ återkallelsen “and in column 3 with “tillbaka”.

Presumably, while the final version of art. 22 was being determined, though “anbudsgivaren till handa“ (column 2) was amended to „fram till anbudsgivaren“ (column 3), the replacement of “återkallas/återkallelsen“ by „tillbaka“ was overlooked.

A comparison reveals for art. 15 para. 2 and 16 para. 1, that the official Swedish translation differentiates between “tillbakatagande“ for „withdrawal“ and „återkallelse“ for „revocation“. ¹⁰

But then the same ought to apply for the translation of “withdrawn/withdrawal” in art. 22.¹¹

This is the non-binding view of the authors as well as of the translator of the Swedish part.

Therefore art. 22 has been titled unofficially with [Tillbakatagande av antagande svar].

This remains preliminary until the Swedish speaking CISG-community has decided the question regarding whether or not art. 22 contains a mistranslation. ¹²

5. Improvement of the German Part of the database

The official translation in German was made by a conference in January 1982, which consisted of delegations from the four German speaking countries at that time, namely Austria, GDR, Germany and Switzerland. The delegations agreed upon most of the text.

However minor discrepancies could not be avoided, which have already been presented in the 1st version. The present 3rd version highlights these discrepancies even more visibly:

The version established in Germany is shown in italics. It is followed by parenthetical additions, showing the deviations established in Austria (abbr.: AT) and in Switzerland (abbr.: CH) in standard type.

¹⁰ Thus also *Ramberg/Herre*: Internationella Köplagen (CISG), andra upplagan, Stockholm: Norstedt Juridisk (2004), p. 149.

¹¹ Contradictory in so far *Ramberg/Herre* (op. cit. fn.10). p. 171, regarding art. 22: On the one hand they introduce the **unofficial title** “Återkallelse av accept“, on the other hand they **comment** on the content of art. 22 with „Tidpunkten för **tillbakatagande** („withdrawal“) av anbud och accept.“ Emphasis added.

¹² The official translation in Hebrew [see Compilation of texts] is not part of the 3. Version of the database “... Synopsis of selected texts”. Nevertheless it is to be mentioned, that *Reich* has reported a mistranslation of art. 64 para. 2:

http://www.biu.ac.il/law/cisg/indexHeb.htm >
→ click on the israelian flag, than → second line from above, than
→  (134Kb). (1716 ח"ו) 1999-ס"ו, שתה"ו-יב-ימאול, קוח רכמה (רכמ יבובט יב-ימאול)

The Austrian text diverges only partially, i.e. the German and the Swiss version are identical (e.g. para. 3 of article 46) - and vice versa (e.g. subparagraph (1) (a) of article 42). But the Austrian and Swiss versions also partially diverge from the German one (e.g. para. 3 of article 1).