

Recommendation 267 (1960)¹

Formation of contracts of international sale of goods (corporeal movables)

Parliamentary Assembly

The Assembly,

Having regard to its [Recommendation 220](#) on a uniform law in the matter of international sales ;

Reaffirming its opinion that the ever-increasing development of international commercial relations following the creation of the European Economic Community and the European Free Trade Association renders desirable the unification of commercial law on the widest possible basis ;

Having regard to the fact that a uniform law on the formation of contracts, in regard to which national legislations differ widely, would be of great benefit to the development of trade between countries and, more particularly, would be complementary to the draft Uniform Law on international sales, which formed the subject of [Recommendation 220](#) ;

Having noted the content of the Report of the Legal Committee ([Doc. 1157](#)),

Recommends that the Committee of Ministers :

1. invite member Governments which have not yet done so to forward to the Netherlands Government their comments on the draft uniform law on the formation of contracts of international sale of corporeal movables prepared in 1959 by the International Institute for the Unification of Private Law, and communicated to them by the Netherlands Government in the course of the same year (the text of which is attached hereto) ;
2. invite the Netherlands Government to convene, at The Hague, a conference to prepare the final text of a convention embodying a uniform law on this subject and to open it for signature by Governments -if possible at the same time as the convention containing a uniform law on international sales which formed the subject of [Recommendation 220](#).

Draft uniform law on the formation of contracts for the international sale of goods (corporeal movables) - prepared by the International Institute for the Unification of Private Law (1959)

ARTICLE 1

The present law shall replace the national laws of signatory States in cases to which it is applicable in matters that it governs ; if certain questions relating to those matters have not been expressly settled by the present law, they shall be regulated in accordance with the general principles on which it is based.

ARTICLE 2

The present law shall apply to the formation of contracts which are regulated by the Uniform Law on International Sales of Goods (corporeal movables).

ARTICLE 3

1. Assembly debate on 29th September 1960 (20th Sitting) (see [Doc. 1157](#), Report of the Legal Committee). Text adopted by the Assembly on 29th September 1960 (20th Sitting).



The communication which one person addresses to another with the object of concluding a contract shall not constitute an offer within the meaning of the present law unless the terms of the contract are sufficiently detailed to permit its conclusion by acceptance and unless the person who makes the communication must be considered as having the intention to bind himself.

ARTICLE 4

The maker of an offer shall not be bound by it before it has been communicated to the offeree ; the offer shall be considered as not having been made if the withdrawal of it shall be communicated to the offeree before the offer or at the same time as the offer.

An offer which has arrived may not be revoked unless the offeror has reserved to himself the right of revocation in the offer. Tacit intention in this matter shall only be taken into account by reason of the nature of the transaction or the usages to which the offeror has made reference or which persons finding themselves in the situation of the offeror and the offeree consider to be generally applicable.

If the death of the offeror or his incapacity to contract results in the cessation of the activity to which the offer was attached the offer may be revoked without undue delay. The death or incapacity of the offeree before acceptance shall make the offer lapse.

In all cases the revocation of an offer shall only have effect if it has been communicated to the offeree before he has sent off his acceptance or has done acts treated as acceptance by virtue of Article 5.

ARTICLE 5

Acceptance of an offer consists of a declaration communicated to the offeror either verbally, by telephone, by Telex or any other method of direct communication whether by post, telegraph or any messenger employed by the acceptor.

Acceptance may also consist of the delivery of a note or the payment of a price according to the conditions of the offer, or of any act which may be considered to be equivalent to an acceptance either by virtue of the offer or as a result of earlier dealings between the parties. In such cases the acceptor without undue delay should send to the offeror a notice informing him of the performance of the act which amounts to acceptance ; he must make good any damage caused by his omission (to do this).

ARTICLE 6

Any acceptance containing additions, limitations or other modifications shall be considered as a rejection of the offer received coupled with a new offer. If the author of the (original) offer without undue delay informs the other side that he agrees to the modifications proposed by the other side the declaration of the other side shall be equivalent to acceptance of the offer received with the proposed modifications.

ARTICLE 7

When an offer is made verbally, by telephone, by Telex or any other method of direct communication, acceptance shall only have effect if it is declared immediately or if it is communicated to the offeror in the time he has fixed.

When an offer is made by post, telegraph or any messenger employed by the offeror, acceptance shall only have effect if it is communicated to the offeror in the time he has fixed.

When it is not necessary for an acceptance to be immediate and if the period has not been fixed, acceptance shall only have effect if it is communicated to the offeror in the time settled by the usages to which the offeror has made reference or which persons finding themselves in the situation of the offeror and the offeree consider to be generally applicable or, in the absence of such usages, without undue delay.

If an acceptance consists in some act other than the declaration referred to in paragraph 2 of Article 5, the act shall only have effect if it is accomplished in the periods laid down in the preceding paragraphs.

ARTICLE 8

If an acceptance arrives after the expiration of the periods laid down in the preceding article, the offeror may nevertheless consider it to have arrived in due time on condition that, without undue delay, he so informs the acceptor by direct communication or sends him notice of this.

Nevertheless if it follows from indications carried on the acceptance itself that the acceptance, although communicated late to the offeror, has been sent in such circumstances that if the means of communication had been normal, it would have arrived within the periods laid down, the acceptance shall be considered as having arrived in due time unless the offeror shall without undue delay have informed the acceptor, by direct communication or by the expedition of a notice, that he considers his offer as lapsed.

ARTICLE 9

An acceptance cannot be revoked unless the revocation is communicated to the offeror before the acceptance.

ARTICLE 10

"To communicate" within the meaning of the present law shall mean delivered at the address of the person to whom the communication is directed.

ARTICLE 11

By the term "without undue delay" in respect of an act to be performed, the present law means as short a time as possible in the circumstances, calculating from the moment when the act may reasonably be performed.

Communications required by the present law shall be made by the means usual in such cases. If the offeror makes use of a rapid means of communication an equally rapid method shall be used for the reply.

ARTICLE 12

If an acceptance consists of a declaration, the contract shall be concluded by the fact of the acceptance being communicated to the offeror in the conditions laid down in the present law. The moment of the conclusion of a contract shall be the moment when an acceptance is communicated to the offeror; nevertheless if the acceptance is not communicated in the time fixed, but must, according to Article 8, be considered as having arrived in due time, the contract shall be deemed to have been concluded on the expiration of the period in which the acceptance should have been communicated to the offeror.

If the acceptance consists of an act other than a declaration the contract shall be concluded by the performance of such act, according to the conditions laid down in the present law and at the moment of such performance.

ARTICLE 13

If the offeror has expressly laid down particular forms or the accomplishment of certain acts, for the validity of the acceptance, acceptance shall only have effect if those conditions have been complied with.

ARTICLE 14

No set form shall be prescribed for an offer or for an acceptance.