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978-1-107-14962-5 - The UN Convention on Contracts for the International Sale of Goods:
Theory and Practice: Second Edition

Clayton P. Gillette and Steven D. Walt

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**THE UN CONVENTION ON CONTRACTS FOR
THE INTERNATIONAL SALE OF GOODS**

Updated and expanded for the second edition, this volume provides attorneys, academics, and students with a detailed yet accessible overview of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Adopted by more than eighty nations and governing a significant portion of international sales, the CISG regulates contract formation, performance, risk of loss, conformity to contractual requirements, and remedies for breach. This volume explains the CISG doctrines and their ambiguities, and appraises the extent to which the doctrines reduce transaction costs for commercial actors. Its topic-based approach will be ideal for those pursuing academic analysis or subject-specific research.

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Preface

In this volume, we explain and comment on the United Nations Convention on Contracts for the International Sale of Goods (CISG), a treaty that regulates the sale of goods among businesses located in different nations. While our focus is on the CISG generally, we are writing in part for an audience that is familiar with different national sales laws. The text at points compares and contrasts the CISG with a sample of these laws, including the Uniform Commercial Code. The purpose of the exercise is to avoid the inference, made by many, that national and international regulatory regimes incorporate identical rules and risk allocations in sales transactions. Our objectives are both to provide information and commentary for commercial law practitioners, and to present a methodological lens, informed by academic literature, for the analysis of commercial law generally.

At the same time, we take an informal theoretical approach to the CISG's provisions that we believe helps illuminate its provisions and assists in their application. This lens suggests that the function of commercial law is to provide default rules that reflect bargains parties would otherwise have reached on their own. In this way, commercial law reduces the costs that attorneys and parties must incur to reach agreement. Analysis of the CISG leads us to be critical of provisions that we find inconsistent with the preferences of commercial parties.

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