

ROLE OF UNCITRAL WITH REFERENCE TO SALE OF GOODS: A CRITICAL STUDY

Vishwa Bhushan Mishra

Research Scholar, Department of Legal Studies,
Dr. Ram Manohar Lohiya National Law University, Lucknow

Dr. Bhanu Pratap Singh

Research Supervisor, Assistant Professor,
Department of Legal Studies,
Dr. Ram Manohar Lohiya National Law University, Lucknow

Abstract

All obstacles to cross-border transactions are vanishing in the era of globalised commercial commerce. Global trade can now be effectively conducted internationally because to the work of the United Nations Commission on International Trade Law (UNCITRAL). The commission has also methodically tried to harmonise laws across various jurisdictions and to create impartial legal organisations to oversee business dealings and cross-border transactions. The main subjects of this study are the UNCITRAL and its created Convention on Contract for International Sale of Goods (CISG), as well as their key characteristics, the duties of buyers and sellers under the CISG, and the arbitration rules of both the CISG and UNCITRAL.

Throughout history, the regulations of private international law have primarily subjected international trade to a multitude of home legal systems. The legal systems of multiple countries were utilised to settle issues that arose from sales conducted internationally. A unified legal framework for the worldwide sale of products has not developed as easily because of the diversity of the different legal systems that have been used in court cases.

In the process of global economic development, the selling of goods internationally plays a particularly important role. It's evolved into a new way of living in the post-recession period. A neglected area of integrated global economic development cannot continue to be the sale of commodities internationally. Thus, to achieve great success in the sphere of international commerce through consistent interpretation and execution of the requirements of UNCITRAL and CISG, it is imperative to have a vision supported by adequate research activities on the aforementioned subject topics. Thus, in order to make the current study more thorough and meaningful both theoretically and practically, it was designed to address each of these aspects.

Keywords: UNCITRAL, United Nations, Sale of Goods, Trade, International economy

Introduction

Every barrier to cross-border transactions is thinning in the current era of economic exchange. Global trade can now be effectively conducted internationally because to the work of the United Nations Commission on International Trade Law (UNCITRAL). To regulate business operations, cross-border transactions, and the harmonisation of laws across several, separate jurisdictions, the commission has also established impartial bodies of law. The CISG, arbitration rules, and a basic

overview of e-commerce are essential when it comes to international sales of goods under UNCITRAL model laws.

The first product of the United Nations Commission on International Trade Law's (UNCITRAL) work in this area was the Convention on the Limitation Period in the International Sale of Goods (Limitation Convention), which was to consolidate a narrow but complex area of the law pertaining to the sale of goods. A party seeking to assert a claim arising out of the contract or pertaining to its validity, breach, or termination may launch a lawsuit against another party within the timeframe specified by the Limitation Convention. This time frame is known as the statute of limitations. For the purpose of deciding how to proceed with the claim, it provides certainty and clarity on a crucial point.

By giving national legislators a set of globally accepted guidelines to follow, the UNCITRAL Model Law on Electronic Commerce (1996) aims to remove legal barriers and promote legal predictability for electronic commerce. This allows for the sale and purchase of goods on a global scale through automation. More specifically, by treating paper-based and electronic information equally, it aims to get over barriers caused by legislative provisions that cannot be changed through contract. The Model Law formulates legal concepts such as non-discrimination, technological neutrality, and functional equivalency. It also establishes guidelines for electronic contracts, including formation and validity, data message attribution, acknowledgement of receipt, and time and location of dispatch and receipt. Promoting paperless communication is one of the primary objectives of equal treatment.

To provide a unified framework for commercial sales, the Convention on the International Sale of Goods (CISG) was created in 1980; nevertheless, it wasn't until January 1, 1988, that it became operative. When it comes to cross-border transactions, agreement between the parties is a crucial component of modern trade and sales legislation.

The sales contract creation process is governed by a comprehensive set of rules that have been forwarded by the CISG. The aim of bringing all goods sold together for the benefit of humanity, regardless of location, was successfully accomplished. Additionally, the agreement has helped to gradually harmonise and unify the international trade law. The previous two decades have seen an exponential growth in the body of jurisprudence surrounding the CISG. A growing number of CISG cases before the United Nations—from 16 instances in 1988 to 1999 to 92 cases from 2000 to 2010—support this perspective.

The 1920s saw a significant consideration of the issue due to policy makers' increased awareness of the obstacles preventing the selling of goods internationally. First working on a book to harmonise the conflict of laws governing international sales, the International Law Association was founded in 1873 as a non-profit organisation with the goals of studying, developing, and clarifying international law. This work began in 1928 and was continued at the Hague conference on Private International Law. The possibility of creating standardised guidelines for the law of obligations was investigated during the same time period by a Franco-Italian panel. April 29, 1930 saw the Vienna Convention, which established an expert body tasked with creating a unified international sales legislation. Leading the uniformity process was the sale transaction.

UNCITRAL became well-known as a professional and diligent organisation inside the UN system. To tackle difficult issues, this forum also arranged a number of unofficial working group meetings. The group launched a number of initiatives to encourage global trade and mobilise action on a global scale that benefited people everywhere. A Secretariat comprised of the United Nations International Trade Law Branch administered the Commission and its component organisations from 1969 to 1974. During yearly meetings lasting two or three weeks, country representatives from all over the world and with varying legal and linguistic backgrounds convene in the Working Groups. The representatives examined the differences between the current legislative regulations governing international trade as their primary full-time duty. In order to help choose between many answers to crucial real-world cases, some standards and criteria pertaining to business procedures were established.

Statement of the Problem

A subordinate body of the UN general assembly, the UN commission on international trade law is primarily concerned with harmonising and uniting international trade law. It is the main organisation in the international legal system that focuses on unifying international commerce law. The primary goal of the United Nations (UN), which was founded in 1945, is to uphold global security and peace while fostering international cooperation in areas of economic, social, and cultural concern. The United Nations manages its economic responsibilities through a variety of funds and organisations, including UNCITRAL, the World Bank, and the International Monetary Fund (IMF).

The uniform law cannot be interpreted as internal domestic law that is unique to a single jurisdiction or area, nor can it be applied similarly to other international law without exploring the bounds of its applicability. The judiciary and practitioners must understand that when implementing uniform commercial law, they are enforcing a legal framework that must be devoid of external influences and consistent enough in its global application to uphold internationality. With the advent and development of international legal instruments like the Principles of European Contract Law (PECL). The difficulty of comprehending contract damages has grown dramatically in recent years. These mechanisms work towards international and, in the case of the PECL, regional harmonisation (and, to some extent, unification) of sales and contract law. Because of this objective, the analysis of contract damages in the context of these instruments becomes more complex because attorneys must now weigh the significance and applicability of other values and factors that may not have been pertinent in the context of additional contract damages under domestic legal systems.

Significance of the Study

A unified legal instrument governs the selling of goods internationally as a result of UNCITRAL's 1980 establishment of the Convention on the International selling of Goods. The historic Vienna Convention formally adopted the CISG, which was created by the United Nations Commission on International Trade Law (UNCITRAL).

UNCITRAL has been assessed from a number of angles; nonetheless, previous research has shown that the CISG's characteristics have been methodically studied by earlier scholars. Since the

primary flaw in their writings is the neglect of the responsibilities of both sellers and buyers under the terms of the international sales of products contract. Furthermore, prior research could not identify the elements that contribute to the expansion and advancement of the global economy through the systematic international sale of commodities and the implementation of significant protections and incentives that would equally benefit both parties to a contract. In order to identify gaps, ambiguities, and insufficient legal provisions, the current study primarily focused on UNCITRAL's role in relation to international sales of goods under its established commission, or the CISG. It also examined the significance of ratifying the CISG by non-signatory member states, given its operational utility and practical relevance from the perspectives of international sales of goods and the advancement of the global economy.

Scope of the study

The basis of the current effort is that international sales of goods benefit from legal unification. This is the case because trade and commerce have become increasingly internationalised, thereby forcing the law to adopt a more global perspective. In the current era of fiercely competitive business, it is necessary to develop appropriate policies for the protection of buyers' and sellers' interests as contracting parties as international trade grows. Nonetheless, the "next best thing" in the process of developing a global legal framework is international conventions in specific legal fields. Even so, international agreements do not encompass all areas of law pertaining to the sale of commodities because they are not codes. The ensuing voids are always filled by domestic legislation. As soon as it becomes necessary to apply domestic law, the unification process is stopped.

This study examines closely how the domains of effect of national laws and conventions overlap. In relation to international sales of commodities, the research focuses on how far unification can be pushed to minimise conflicts of interest and maximise UNCITRAL's universal applicability.

Objectives of the study

The study intends to determine the foundations, future paths, and potential legal reform for the evolution of contract law pertaining to international sales of products, with a particular emphasis on the United Nations Commission on International Trade Law. The study will specifically look into how UNCITRAL handles the responsibilities of the buyer and seller.

The study intends to evaluate the benefits and drawbacks of the provisions of the CISG as the only convention formed on contracts of sale of products, as well as to elucidate the reasons that led to the creation of worldwide uniform laws.

Methodology of Research

The current investigation was conducted using the doctrinal research method, which entails a methodical content analysis of scholarly comments and critiques that are accessible in a variety of formats, such as text books, journal articles, committee reports, papers from national and international seminars, reviews, criticisms, and so forth. These data were recognised and used in order to make appropriate deductions about the global sale of commodities. A thorough examination of pertinent literature and methodical content analysis techniques made up the

majority of the "doctrinal research" that was done. To assess the current state of affairs surrounding the international sale of products, a great deal of information has been written about a variety of instruments and jurisdictions.

United Nations Commission on International Trade Law

A subordinate body of the UN general assembly, the UN commission on international trade law is primarily concerned with harmonising and uniting international trade law. It is the main organisation in the international legal system that focuses on unifying international commerce law. The UN general assembly has often acknowledged the value of international trade in the context of the UN's mission to maintain world peace and security. It was also understood that economic interactions between developed and developing nations are inextricably linked and interconnected. Finally, the themes of trade and development on its own agenda were delegated to the United Nations conference on trade and development. In order to promote and regulate border crossing activities against the backdrop of several regulatory frameworks made up of national and international instruments, UNCITRAL was established.

Scope and Composition of UNCITRAL

The primary goal of UNCITRAL, a body that is a subsidiary of the UN General Assembly, is to further the progressive harmonisation and unification of international trade law. UNCITRAL has drafted a wide range of conventions, model laws, and other instruments that address trade law issues that affect international trade as well as the laws governing trade transactions. UNCITRAL convenes once a year, usually in the summer and alternately in Vienna and New York. The process of creating and adopting international commerce is made easier by the harmonisation and unification of trade laws. UNCITRAL identifies sectors where a deficiency in elements, such a stable legal framework, impedes global trade. It thoughtfully provides workable answers for states with varying legal frameworks, as well as varying degrees of social and economic development.

The UNCITRAL Arbitration Rules

UNCITRAL produced a model arbitration statute that has been officially adopted by the commission, with the purpose of addressing international business conflicts. June of 1985. The model law is recommended by the UN Secretary-General to States as a foundation for domestic legislation governing international commercial arbitration.

The model law created by UNCITRAL can be used in international business arbitration as a response to the numerous issues brought about by the significant differences in national laws governing this area. Domestic laws typically limit the types of conflicts that can be arbitrated, the choice and appointment of arbitrators, and the way that the arbitration process is conducted, to varied degrees. Domestic regulations may also have the effect of supervising and controlling these actions, as may national courts. UNCITRAL has tried to standardise measures in this area because of the uncertainties that are then placed upon the parties in their attempts to create a feasible arbitration agreement. The UNCITRAL model law approach stresses the parties' will as the guiding principle, as opposed to looking to national law, which is typically focused on domestic arbitration concerns rather than international arbitration issues.

The UNCITRAL has selected the model legislation structure because of its adaptable approach, which also makes it simple for States to accept the document's guiding principles. UNCITRAL first thought about creating a protocol to add to and clarify the 1958 New York Arbitration Convention, but ultimately decided against it in favour of creating a model standard legislation that would serve as the foundation for national arbitration laws. Instead of using a convention or protocol, a model legislation recognises the necessity for flexibility with regard to domestic law.

International Sale of Goods

Particularly, tangible, movable, and personal possessions are referred to as goods. In the language of economics, goods are resources that meet consumer requirements and are useful to humans. In general, 'goods' are defined as tangible property and services as nonphysical. Similar to economic goods, commodities are marketable raw materials and primary products.

The UNICITRAL developed the treaty on Contracts for International Sale of products (CISG) in 1980, and it is the only treaty that addresses legal elements of products worldwide. Although the convention does not define "goods" precisely, it does outline this fundamental idea through some of the exceptions noted in Article 2 and other sections. It is obvious that tangible, corporeal objects—rather than intangible rights exempted by Art. 2(d) like stocks, shares, investment securities, and documents proving debts, obligations, or payment rights—should be the "goods" covered by the Convention. The key point is that these agreements serve as claims to intangible rights, such as the ability to be paid or to receive dividends or other payments from a business.

“Goods” under the Indian Sale of Goods Act, 1930

Apart from the definitions of moveable and immovable property found in sections 3(36) and 3(26) of the General Clauses Act, 1897, goods were defined as all types of movable property, including stocks, shares, crops, grass, and severable commodities in the Sale of Goods Act of 1930.

This was essentially a comparison of the legal systems of England and India, along with an analysis of what the Sale of Goods Act, 1930 defines as "goods". Only five of the main commodities—shares, electricity, lottery tickets, software, and money—have been thoroughly defined, nevertheless, due to the term's broad definition. Apart from money and actionable claims, anything that is attached to or comprises land and is agreed to be removed before sale or in accordance with the terms of the sale contract, such as growing crops, stock and shares, and grass, are all considered movable property.

Obligations of Seller under the Convention on Contracts for International Sale of Goods

When obligations are formulated, the parties are able to understand potential remedies and the conditions that allow them to be enforced. Both the seller and the buyer have obligations in every transaction, domestic or international. Internationally, the relationship between the seller and the buyer is governed by the most widely recognised treaty, the Commission on Contract for International Sale of Goods (CISG). Domestically, these obligations are governed by the laws, rules, and regulations that apply to the territory in which the contract is accepted. The obligations of the seller regarding the place of delivery, the means of transportation, the insurance of the products, the time of delivery, and the location and time of document handover are all outlined in the CISG.1. The responsibilities of the seller are covered in this chapter.

- **Provision of the Goods:** Article 30 of the CISG enumerates the seller's fundamental responsibilities as follows: delivery of the items, transfer of ownership, and turning over all related paperwork. It should be emphasised that although the need of conformity is not explicitly stated in this article, it is implied by the necessity of this obligation as stipulated by the contract and convention. These responsibilities are outlined in full in Articles 31 through 34 of the CISG, which address the seller's responsibility to deliver the products and turn over the paperwork. Additionally, Articles 35 to 44 address the seller's responsibilities with regard to conformance and third-party claims; however, Article 30's requirements regarding the transference of property and title transfer are not covered in these articles and have been excluded.
- **Relevant Records:** The CISG offers a single, brief guideline on "handing over of documents" that neither lists nor defines the necessary documents. All that is needed is for the vendor to provide the goods' relevant documentation. Thus, the contract, the selected INCOTERMS clause, or usages should supply the papers that need to be turned over.
- **Conformity of Goods:** Articles 35 and 36 of the CISG outline the characteristics of the goods that the buyer had expected, as well as the parties' agreement, the objective standards that must be used to evaluate performance, and the time frame for when these requirements must be met. Additional CISG conformity rules outline the processes to be followed in the event that the items are non-conforming, the seller's entitlement to remedy the situation, and the buyer's justification for reporting the seller in a timely manner.
- **Seller obligations and third parties:** When the seller is unable to transfer ownership of the products for whatever reason, such as selling things they do not own or when the commodities sold are subject to a third party's right, Article 41 protects the buyer's ability to do so. Therefore, the buyer must be impacted by the third party right. This kind of right is important, especially if domestic law does not give genuine buyers enough guidelines for acquiring title. Either in personam or in rem, the third party right may be supported. Therefore, the right covers situations in which a third party restricts the use, disposal, or possession of the items; this could happen in the case of renting or leasing where the third party was granted ownership of the goods pursuant to specific contracts.
- **Remedies available to buyers:** Since there are no specific remedies available for title faults, one should refer to the remedies found in the convention that follow from Arts 45 to 52. In addition, the buyer has the right to reimbursement for any costs or losses brought on by the title defect. In most legal systems, a third party who has sold goods to the seller with the understanding that title to the items will only pass upon full payment of the price and who has not been fully paid may seek the return of the goods. In this instance, the products, including the expense of fighting the third party's claim, must be turned over by the buyer. But unless the title defect amounts to a fundamental breach—for example, when a third party keeps the buyer from utilising the goods—the right to avoid the contract is not applicable.
- **Precautionary Measures:** The CISG mandates that in order for the buyer to exercise their right to escape the contract for fundamental breach of any obligation or for non-performance following the expiration of the additional period, they must adhere to a specific process. Rules for the

declaration of this entitlement and the deadline for avoidance are outlined in Article 26 and Article 49(2).

- **Cost reduction:** In addition to the avoidance and specific performance remedies, the buyer is also entitled, under the CISG, to a price reduction as a remedy for breach of contract. The regulations governing the principle of price reduction are outlined in the CISG. The majority of continental European legal systems contain it. The CISG combines aspects of both the common law and civil law systems because it was created through compromises involving both systems. However, common law systems only recognise the right to damages; they do not recognise price reduction.

Obligations of Buyer under the Convention on Contracts for International Sale Goods

The buyer's main responsibilities are to pay the price in full and accept delivery of the products in the appropriate currency, both of which must be done in legal form. Payment must be paid in the legal currency that is in use at the buyer's place of business whenever there is any dispute about it. Usually, the parties' agreements or pertinent conditions at the time the contract was signed will decide the price of the items.

Article 57 of the CISG governs the place of payment. If payment is required prior to the delivery of the products or documentation, it should be done at the location where the buyer receives the items or documentation. The buyer must pay the price within a reasonable time frame, which will be established by the prompt receipt of money at the payment location. In the event that additional circumstances clearly specify the date of payment, payment must be paid as soon as the buyer obtains access to the products or any associated documentation. The buyer must accept delivery of the items that the seller delivers in addition to their payment duties.

- **Covering the cost:** Concerning the cost, issues are emerging over "what," "where," and "when." In accordance with Articles 53 and 54 of the CISG, one of the buyer's primary responsibilities is to pay the price of the goods. The price, timing, and location of payment are typically agreed upon by the parties. The parties may deviate from the CISG on these grounds in accordance with its non-mandatory nature.

- **Seller's prerogative to define:** In the event that the buyer does not meet the specifications stipulated in the contract, the seller is authorised to fulfil any requirements the buyer may have that he is aware of.⁵¹ The conditions will determine whether it is wise for the seller to exercise this right, nevertheless. Under normal circumstances, the request should result in the desired response on its own. When it doesn't, there could be a number of reasons why, such as the buyer being resistant and not wanting to complete the transaction, or the buyer not caring about the undefined shape, measurement, or other qualities of the products he has ordered.

- **Accepting the delivery:** Requirement and Dedication: As long as the buyer hasn't taken any action that would violate this obligation, the seller may request that the buyer accept delivery of the items. Once more, avoidance is included in the description of an inconsistent cure. It doesn't matter why a contract should be deemed avoided: What is at odds with a necessity for accepting delivery is the cure, not the justification for using it. The remedy may be utilised in addition to or instead of a payment requirement if the buyer has not paid the price or accepted delivery. It is

possible to imagine scenarios in which the seller would prefer to be paid than to coerce the customer into accepting delivery of the items. As a result, he may make his demands all at once or separately.

- **Additional duties on the buyer's part:** In the case that the buyer decides to reject the seller's tender, he must keep the items and inspect them in compliance with the CISG's regulations, while also receiving sufficient and prompt notice of any performance flaws from the seller. The following articles outline these responsibilities: 38, 39, 44, and 86. The duty of scrutiny is the main responsibility of every customer.

- **Remedies for Buyer's Breach of Contract:** Article 61 (1) of the CISG outlined the seller's remedies and gave a comprehensive list of the main remedies in the event that the buyer fails to fulfil any of his contractual obligations. This Convention does not allow punitive damages for delays. In the event that the buyer breaches the terms of the contract or this Convention, the seller has the right to demand payment of the purchase price, set a reasonable extension period for the buyer to fulfil his responsibilities, or declare the deal avoided. The seller's right to seek damages is essentially based on Article 61(1)(b) of the CISG, as the Articles pertaining to this subject solely address the assessment of damages amount. The above remarks are only referrals to other Articles of the CISG.

- **The Seller's Right to Avoid the Contract:** Under Article 61 of the CISG, the Seller may choose to avoid a breach of contract by the Buyer.

- **The buyer's fundamental breach of the agreement:** Regarding the buyer's obligations, the seller may use Article 64(1) (b)'s Nachfrist method to avoid the contract in situations when the buyer is obligated to pay and accept delivery of the goods. The buyer may only be able to escape further responsibilities under the contract or the Convention in the event that the failure to fulfil a duty is deemed to be a fundamental breach.

The aim of the contract, for which the specified obligation is significant, determines when non-fulfillment of an obligation will be deemed a fundamental violation. In many situations, it is only after waiting for the completion of responsibilities that a non-fulfillment can be determined.

- **The result of avoiding:** The convention's Article 81 addresses the consequences of avoidance. Both parties shall be released from their responsibilities under this article, subject to any potential damages. The primary and universal responsibilities of both the vendor and the purchaser are as follows: the vendor is required to deliver the products, transfer ownership of the goods, and turn over any required paperwork; the buyer is required to pay the vendor's invoice and accept delivery of the goods as required by the convention. The parties are not required to fulfil their obligations if they were not met at the time of avoidance.

Conclusion

In general, legal systems are divided into Civil Law and Common Law, which have differing perspectives on the same issue. Nevertheless, because both legal systems share a common historical background and prevalent modes of thought, there is a unity of approach within each system. The development of a unified legal framework for the worldwide sale of products has been hampered by the diversity of the different legal systems that have been used in court cases. The

necessity for a practical, standard rule governing the international sale of commodities has arisen from the extraordinary growth in global trade in recent years.

Many academics agreed that uniform law was necessary since legal variety increased transaction costs for the parties to a contract and produced legal ambiguity. The United Nations Commission on worldwide Trade Law (UNCITRAL) is the primary acting body for the majority of the worldwide commercial sales communities. One of the barriers to the expansion of global trade is the disparities in the legislation of various states and countries with regard to international trade. In order to facilitate international trade, the United Nations plays a crucial and proactive role in lowering or eliminating legal obstacles. UNCITRAL was created to harmonise and unify the legislation governing international commerce in order to perform this duty.

UNCITRAL was established to oversee and enable more extensive cross-border business against a backdrop of disparate regulatory regimes, encompassing both national and international instruments. Due to time constraints, the International Law Commission was unable to address private laws. UNCITRAL was thus founded by the general assembly. Important topics covered by UNCITRAL include international payments, electronic commerce, transportation, insolvency, secured transactions, contract procedures, secured transactions, and the purchase and sale of goods. UNCITRAL's overarching goal is to advance the gradual harmonisation and unification of international trade rules.

UNCITRAL is a subsidiary body of the general assembly and is open to participation from all interested parties, it is an appropriate global law-making body in the field of international trade law. Its scope is also unrestricted, allowing it to draft and negotiate a wide range of legislative text.

References

1. Ahmed, F., Syed, A. A., Kamal, M. A., de las Nieves López-García, M., Ramos-Requena, J. P., & Gupta, S. (2021). Assessing the impact of COVID-19 pandemic on the stock and commodity markets performance and sustainability: A comparative analysis of South Asian countries. *Sustainability*, 13(10), 5669.
2. Alcaraz, I. C. S. (2014). The United Nations convention on contracts for the international sale of goods (ciscg) and the Common Law: the challenge of interpreting Article 7. *Revista Iusta*, 1(40), 57-93.
3. Bonell, M. J., & Liguori, F. (1996). The UN Convention on the International Sale of Goods: a Critical Analysis of Current International Case Law (Part II). *Unif. L. Rev. ns*, 1, 359.
4. Eiselen, S. (2015). The Adoption of UNCITRAL Instruments to Fast Track Regional Integration of Commercial Law. *Revista Brasileira de Arbitragem*, 12(46).
5. Hendriks, C. N. (2019). *A critical analysis of the buyer's right to demand repair under article 46 (3) of the CISG*. University of Johannesburg (South Africa).
6. Leung, S. L. (2014). A critical evaluation of methods for the calculation of interest rate under Article 78 of the United Nations Convention on Contracts for the International Sale of Goods ("CISG").

7. Lookofsky, J. (2022). Convention on contracts for the international sale of goods (CISG). In *Convention on Contracts for the International Sale of Goods (CISG)* (pp. 1-256). Wolters Kluwer.
8. Messelu, M. E. (2016). A Critical Analysis of Ethiopian Civil Code Governing Sale of Goods in the Light of International Conventions and Principles. *Beijing L. Rev.*, 7, 133.
9. Montineri, C. (2018). The United Nations Commissions on International Trade Law (UNCITRAL) and the significance of the Singapore convention on mediation. *Cardozo J. Conflict Resol.*, 20, 1023.
10. Pamboukis, C. (2005). The concept and function of usages in the United Nations Convention on the international sale of goods. *JL & Com.*, 25, 107.
11. Permats, C. (2012). Seller's right to cure under the United Nations Convention for the International Sale of Goods (CISG).
12. Saidov, D. (Ed.). (2019). *Research Handbook on International and Comparative Sale of Goods Law*. Edward Elgar Publishing.
13. Simelane, M. P. (2019). *Unification of International Sales Law in the SADC Region: The Role and Significance of the CISG*. University of Johannesburg (South Africa).
14. Soni, P. (2014). The Benefits of Uniformity in International Commercial Law with Special Reference to the United Nations Convention on Contracts for the International Sale of Goods (1980).
15. Viscasillas, P. P. (2016). The UNCITRAL Model Law on International Commercial Arbitration: interpretation, general principles and arbitrability. *Journal of Law, Society and Development*, 3(1), 67-84.