

**2. Report of the Working Group on Time-limits and Limitations (Prescription) in the International Sale of Goods on its third session, held in New York from 30 August to 10 September 1971 (A/CN.9/70)\***

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## INTRODUCTION

1. The United Nations Commission on International Trade Law (UNCITRAL), at its second session, established a Working Group on Time-limits and Limitations (Prescription), and requested it to study the subject of time-limits and limitations (prescription) in the field of the international sale of goods.<sup>1</sup>

2. The Working Group held its first session in August 1969 and submitted a report (A/CN.9/30) to the third session of the Commission. The Commission requested the Working Group to prepare a preliminary draft Convention, setting forth uniform rules on the subject, for submission to the fourth session.<sup>2</sup> The Commission also decided that a questionnaire should be addressed to Governments and interested international organizations to obtain information and views regarding the length of the limitation period and other relevant issues.<sup>3</sup>

3. The Working Group held its second session in August 1970 and prepared a preliminary draft of a uniform law on prescription (limitation) in the international sale of goods (herein referred to as the preliminary draft). The report of the Working Group (A/CN.9/50) included the preliminary draft of the uniform law (annex I), a commentary on the preliminary draft (herein cited commentary) (annex II), and the text of the questionnaire (annex III) which was addressed to Governments and to interested international organizations in September 1970.

4. The Commission at its fourth session, held in April 1971, requested the Working Group to hold a third session to prepare a final draft of the Uniform Law on Prescription (Limitation) for submission to the

Commission at its fifth session.<sup>4</sup> The Commission concluded that the Working Group should consider the replies to the questionnaire prior to any decision concerning the length of the limitation period and related matters. To that end the Commission requested the Secretary-General to analyse the replies received to the questionnaire and to transmit this analysis to the members of the Working Group in advance of its third session.<sup>5</sup> The Commission also decided that views expressed by representatives with respect to the preliminary draft, as reflected in the summary records, and any proposals or observations on the preliminary draft which might be submitted by members of the Commission, should be taken into account by the Working Group in formulating a final draft of a uniform law.<sup>6</sup> Consequently, the analysis prepared by the Secretary-General, in response to the above request by the Commission, has taken account both of the replies to the questionnaire and the comments made at the fourth session of the Commission.<sup>7</sup>

5. The Working Group held its third session at the United Nations Headquarters in New York from 30 August to 10 September 1971. The members of the Working Group are: Argentina, Belgium, Japan, Norway, Poland, the United Arab Republic and the United Kingdom of Great Britain and Northern Ireland. All of the members were represented at the session of the Working Group. The meeting was also attended by observers from Guyana, the Council of Europe, the European Economic Community, and The Hague Conference on Private International Law. The list of participants is contained in annex II.

6. The Working Group had before it studies and proposals submitted by Austria, Argentina, Belgium, Czechoslovakia, Norway, Poland, the United Arab Republic, the United Kingdom of Great Britain and Northern Ireland, and the United States of America

<sup>1</sup> Report of the United Nations Commission on International Trade Law on the work of its second session, *Official Records of the General Assembly, Twenty-fourth Session, Supplement No. 18 (A/7618)* (hereinafter referred to as UNCITRAL, Report on the Second Session (1969)), para. 46; UNCITRAL Yearbook, vol. I: 1968-1970, part two, II, A.

<sup>2</sup> Report of the United Nations Commission on International Trade Law on the work of its third session, *Official Records of the General Assembly, Twenty-fifth Session, Supplement No. 17 (A/8017)* (hereinafter referred to as UNCITRAL, Report on the Third Session (1970)), para. 97; UNCITRAL Yearbook, vol. I: 1968-1970, part two, III, A.

<sup>3</sup> *Ibid.*, para. 89.

<sup>4</sup> Report of the United Nations Commission on International Trade Law on the work of its fourth session, *Official Records of the General Assembly, Twenty-sixth Session, Supplement No. 17 (A/8417)* (hereinafter referred to as UNCITRAL, Report on the Fourth Session (1971)), para. 118; UNCITRAL Yearbook, vol. II: 1971, part one, II, A.

<sup>5</sup> *Ibid.*

<sup>6</sup> *Ibid.*, paras. 111, 118.

<sup>7</sup> A/CN.9/WG.1/WP.24.

(A/CN.9/WG.1/WP.11 to 21, 23 and 26), and by The Hague Conference on Private International Law (A/CN.9/WG.1/WP.22). The Working Group had also before it the analysis mentioned above and a working paper by the Secretariat (A/CN.9/WG.1/WP.25). The documents placed before the Working Group are listed in annex III. The studies and proposals considered by the Working Group, designated annex V, will be set forth in addendum 2 to this report.

7. The Working Group elected the following officers:

Chairman: Mr. Stein Rognlien (Norway)  
Rapporteur: Mr. Paul R. Jenard (Belgium)

#### ACTION WITH RESPECT TO CONVENTION AND UNIFORM LAW

8. In response to the Commission's request, the Working Group completed the final draft of a convention on prescription (limitation) in the field of international sale of goods; the text appears as annex I. Part I of the convention sets forth the text of a uniform law; succeeding parts of the convention contain provisions on implementation, declarations and reservations, and the necessary final clauses. The provision of part IV, final clauses, were not considered by the Working Group. The final draft of the convention indicates by brackets certain provisions considered by the Working Group as requiring final decision by the Commission at its fifth session.

9. The Working Group requested the Secretariat to revise the commentary to the preliminary draft, which was annexed to the report of the second session of the Working Group (A/CN.9/50),\* to take account of the provisions of the convention and the final revision of the uniform law. The commentary to the final draft of the convention, designated annex IV, will be issued separately in addendum 1 to this report. In addition to explanation of the provisions of the convention and the Working Group's reasons for adopting those provisions, the commentary will note points on which members of the Working Group expressed reservations concerning provisions adopted by the Working Group. In the opinion of the Working Group, final action on such questions may be taken during the fifth session of the Commission.

10. The Working Group did not consider alternative approaches for final adoption of the Convention, and requests the Secretariat to analyse such alternative approaches for consideration and decision by the Commission at the fifth session.

#### ANNEX I

##### Text of a draft Convention on Prescription (Limitation) in the field of international sale of goods (September 1971)

(Prepared by the UNCITRAL Working Group on Prescription at its third session held in New York, 30 August-10 September 1971)

The States Parties to this Convention,

Desiring to establish a uniform law on prescription (limitation) in the field of the international sale of goods,

\* UNCITRAL Yearbook, vol. II: 1971, part two, I, C, 2.

Have resolved to conclude a convention to this effect and have agreed as follows:

#### PART I: UNIFORM LAW

##### SPHERE OF APPLICATION OF THE LAW

###### Article 1

(1) This Uniform Law shall apply to the limitation of legal proceedings and to the prescription of the rights of the buyer and seller to a contract of international sale of goods [or to a guarantee incidental to such a contract].

(2) This Law shall not affect a rule of the applicable law providing a particular time-limit within which one Party is required, as a condition for the acquisition or exercise of this claim, to give notice to the other Party or perform any act other than the institution of legal proceedings.

(3) In this Law:

(a) "Buyer" and "seller" means persons who buy or sell, or agree to buy or sell, goods, and the successors to and assigns of their rights or duties under the contract of sale;

(b) "Party" and "parties" means the buyer and seller [and persons who guarantee their performance];

(c) ["Guarantee" means a personal guarantee given to secure the performance by the buyer or seller of an obligation arising from the contract of sale];

(d) "Creditor" means a party seeking to exercise a claim, whether or not such a claim is for a sum of money;

(e) "Debtor" means a party against whom the creditor seeks to exercise such a claim;

(f) "Legal proceedings" includes judicial, administrative and arbitral proceedings;

(g) "Person" includes any corporation, company, or other legal entity, whether private or public;

(h) "Writing" includes telegram and telex.

###### Article 2

(1) Unless otherwise provided herein, this Law shall apply without regard to the rules of private international law.

(2) [Notwithstanding the provision in paragraph 1 of this article, this Law shall not apply when the parties have expressly chosen the Law of a non-contracting State as the applicable law.]

###### Article 3

(1) For the purpose of this Law a contract of sale of goods shall be considered international if, at the time of the conclusion of the contract, the seller and buyer have their places of business in different States.

(2) Where a party to the contract of sale has places of business in more than one State, his place of business for the purposes of paragraph 1 of this article shall be his principal place of business, unless another place of business has a closer relationship to the contract and its performance, having regard to the circumstances known to or contemplated by the parties at the time of the conclusion of the contract.

(3) Where a party does not have a place of business, reference shall be made to his habitual residence.

(4) Neither the nationality of the parties nor the civil or commercial character of the parties or of the contract shall be taken into consideration.

###### Article 4

(1) This Law shall not apply to contracts in which the preponderant part of the obligations of the seller consists in the supply of labour or other services.

(2) Contracts for the supply of goods to be manufactured or produced shall be considered to be sales within the meaning of this Law, unless the party who orders the goods undertakes to supply an essential and substantial part of the materials necessary for such manufacture or production.

#### Article 5

This Law shall not apply to sales:

- (a) Of goods of a kind and in a quantity ordinarily bought by an individual for personal, family, household or similar use, unless the seller at the time of the conclusion of the contract knows that the goods are bought for a different use;
- (b) By auction;
- (c) On execution or otherwise by authority of law;
- (d) Of stocks, shares, investment securities, negotiable instruments or money;
- (e) Of ships, vessels or aircraft;
- (f) Of electricity.

#### Article 6

This Law shall not apply to claims based upon:

- (a) Liability for the death of, or injury to the person of, the buyer [or other person];
- (b) Liability for nuclear damage caused by the goods sold;
- (c) A lien, mortgage or other security interest in property;
- (d) A judgement or award made in legal proceedings;
- (e) A document on which direct enforcement or execution can be obtained in accordance with the law of the jurisdiction where such enforcement or execution is sought;
- (f) A bill of exchange, cheque, or promissory note;
- (g) A documentary letter of credit.

#### Article 7

In interpreting and applying the provisions of this Law, regard shall be had to its international character and to the need to promote uniformity in its interpretation and application.

### THE LIMITATION PERIOD

#### Article 8

The limitation period shall be four years.

### COMMENCEMENT OF THE LIMITATION PERIOD

#### Article 9

(1) Subject to the provisions of paragraphs 3 to 6 of this article and to the provisions of article 11, the limitation period in respect of a breach of the contract of sale shall commence on the date on which such breach of contract occurred;

(2) Where one party is required as a condition for the acquisition or exercise of a claim to give notice to the other party, the commencement of the limitation period shall not be postponed by reason of such requirement of notice;

(3) Subject to the provisions of paragraph 4 of this article, the limitation period in respect of a claim arising from defects in, or other lack of conformity of, the goods shall commence on the date on which the goods are placed at the disposition of the buyer by the seller according to the contract of sale, irrespective of the time at which such defects or other lack of conformity are discovered or damage therefrom ensues;

(4) Where the contract of sale contemplates that the goods sold are at the time of the conclusion of the contract in the course of carriage, or will be carried, to the buyer by a carrier, the limitation period in respect of claims arising from defects in, or other lack of conformity of, the goods shall commence on the date on which the goods are duly placed at the disposition of the buyer by the carrier, or are handed over to the buyer, whichever is the earlier;

(5) Where, as a result of a breach of contract by one party before performance is due, the other party thereby becomes entitled to and does elect to treat the contract as terminated, the limitation period in respect of any claim arising out of such breach shall commence on the date on which such breach occurred. If the contract is not treated as terminated, the limitation period shall commence on the date when performance is due;

(6) Where, as a result of a breach by one party of a contract for the delivery of or payment for goods by instalments, the other party thereby becomes entitled to and does elect to treat the contract as terminated, the limitation period in respect of any claim arising out of the contract shall commence on the date on which such breach of contract occurred, irrespective of any other breach of contract in relation to prior or subsequent instalments. If the contract is not treated as terminated, the limitation period in respect of each separate instalment shall commence on the date on which the particular breach or breaches complained of occurred.

#### Article 10

Subject to the provisions of article 11, where a claim arises in relation to a contract of sale [or from a guarantee incidental thereto], and not from a breach of the contract of sale, the limitation period shall commence on the date on which the claim could first be exercised.

#### Article 11

If the seller gives an express undertaking relating to the goods, which is stated to have effect for a certain period of time, whether expressed in terms of a specific period of time or otherwise the limitation period, in respect of any claim arising from the undertaking, shall commence on the date on which the buyer first informs the seller that he intends to assert a claim based on the undertaking, but not later than on the date of the expiration of the period of the undertaking.

### INTERRUPTION OF THE LIMITATION PERIOD: LEGAL PROCEEDINGS: ACKNOWLEDGEMENT

#### Article 12

(1) The limitation period shall cease to run when the creditor performs any act recognized under the law of the jurisdiction where such act is performed:

(a) as instituting judicial proceedings against the debtor for the purpose of obtaining satisfaction or recognition of his claim; or

(b) as invoking his claim for the purpose of obtaining satisfaction or recognition thereof in the course of judicial proceedings which he has commenced against the debtor in relation to another claim.

(2) For the purposes of this article, any act performed by way of counterclaim shall be deemed to have been performed on the same date as the act performed in relation to the claim against which the counterclaim is raised, provided that such counterclaim does not arise out of a different contract.

#### Article 13

(1) Where the parties have agreed to submit to arbitration, the limitation period shall cease to run when either party commences arbitral proceedings by requesting that the claim in dispute be referred to arbitration in the manner provided for in the arbitration agreement or by the law applicable to that agreement.

(2) In the absence of any such provision, the request shall take effect on the date on which it is delivered at the habitual residence or place of business of the other party, or, if he has no such residence or place of business, then at his last known residence or place of business.

(3) The provisions of this article shall apply notwithstanding any term in the arbitration agreement to the effect that no right shall arise until an arbitration award has been made.

#### Article 14

The institution of judicial or arbitral proceedings against one debtor shall have effect in relation to any other person jointly and severally liable with him [or liable under a guarantee], provided that the creditor, before the expiration of the limitation period, informs such person in writing that the proceedings have been instituted.

#### Article 15

Where any legal proceedings are commenced upon the occurrence of:

- (a) The death or incapacity of the debtor;
- (b) The bankruptcy or insolvency of the debtor;
- (c) The dissolution of a corporation, company or other legal entity;

(d) The seizure or transfer of the whole or part of the assets of the debtor,

the limitation period shall cease to run only if the creditor performs an act recognized under the law applicable to those proceedings for the purpose of obtaining satisfaction or recognition of his claim. Such act may be performed before the expiration of any further period as may be provided for under that law.

#### Article 16

Where the creditor performs any act, recognized under the Law of the jurisdiction where such act is performed as manifesting his desire to interrupt the limitation period, a new limitation period of four years shall commence on the date on which notice of this act is served on the debtor by a public authority.

#### Article 17

(1) Where the debtor acknowledges in writing his obligation to the creditor, a new limitation period of four years shall commence to run by reason of and from the date of such acknowledgement.

(2) Partial performance of an obligation by the debtor to the creditor shall have the same effect as an acknowledgement if it can reasonably be inferred from such performance that the debtor acknowledges that obligation.

(3) Payment of interest shall be treated as payment in respect of the principal debt.

[(4) The provisions of this article shall apply whether or not the limitation period prescribed by articles 8 to 11 has expired.]

### EXTENSION OF THE LIMITATION PERIOD

#### Article 18

(1) Where the creditor has commenced legal proceedings in accordance with articles 12, 13 or 15:

(a) The limitation period shall be deemed to have continued to run if the creditor subsequently discontinues the proceedings or withdraws his claim;

(b) Where the court or arbitral tribunal has declared itself or been declared incompetent, or where the legal proceedings have ended without a judgement, award or decision on the merits of the claim, the limitation period shall be deemed to have continued to run and shall be extended for one year respectively from the date on which such declaration was made or from the date on which the proceedings ended.

(2) Where an arbitration has been commenced in accordance with article 13, but such arbitration has been stayed or set aside by judicial decision, the limitation period shall be deemed to have continued to run and shall be extended for one year from the date of such decision.

#### Article 19

Where, as a result of a circumstance which is not personal to the creditor and which he could neither avoid nor overcome, the creditor has been prevented from causing the limitation period to cease to run, and provided that he has taken all reasonable measures with a view to preserving his claim, the limitation period shall be extended so as not to expire before the expiration of one year from the date on which the relevant circumstance ceased to exist. The limitation period shall in no event be extended beyond 10 years from the date on which the period would otherwise expire in accordance with articles 8 to 11.

#### Article 20

[Where judicial or arbitral proceedings are instituted against the buyer within the limitation period prescribed by this Law either by a subpurchaser or by a person jointly and severally liable with the buyer, the buyer shall be entitled to an additional period of one year from the date of the institution of such proceedings for the purpose of obtaining recognition or satisfaction of his claim against the seller.]

#### Article 21

Where the creditor has obtained a final judgement or award on his claim in judicial or arbitral proceedings, but such judgement or award is not recognized in another jurisdiction, he shall be entitled, within a period of four years from the date of such final judgement or award, to institute legal proceedings in that jurisdiction for the purpose of obtaining satisfaction or recognition of his claim.

### MODIFICATION OF THE LIMITATION PERIOD

#### Article 22

(1) The limitation period cannot be modified or affected by any declaration or agreement between the parties, except in the cases provided for in paragraph 2 of this article.

(2) The debtor may, at any time after the commencement of the limitation period prescribed in articles 9 to 11, extend the limitation period by a declaration in writing to the creditor, provided that such declaration shall in no event have effect beyond the end of 10 years from the date on which the period would otherwise expire or have expired in accordance with articles 8 to 11.

(3) The provisions of this article shall not affect the validity of a clause in the contract of sale whereby the acquisition or exercise of a claim is dependent upon the performance by one party of an act other than the institution of judicial proceedings within a certain period of time, provided that such clause is valid under the applicable law.

### EFFECTS OF THE EXPIRATION OF THE LIMITATION PERIOD

#### Article 23

Expiration of the limitation period shall be taken into consideration in any legal proceedings only at the request of a party to such proceedings.

#### Article 24

(1) Subject to the provisions of paragraph 2 of this article and of article 23, no claim which has become barred by reason of limitation shall be recognized or enforced in any legal proceedings.

(2) Notwithstanding the expiration of the limitation period, the creditor may rely on his claim as a defence for the purpose of set-off against a claim asserted by the other party:

(a) If both claims relate to the same contract; or

(b) If the claims could have been set-off at any time before the date on which the limitation period expired.

*Article 25*

Where the debtor performs his obligation after the expiration of the limitation period, he shall not thereby be entitled to recover or in any way claim restitution of the performance thus made even if he did not know at the time of such performance that the limitation period had expired.

*Article 26*

The expiration of the limitation period with respect to a principal debt shall have the same effect with respect to an obligation to pay interest on that debt.

## CALCULATION OF THE PERIOD

*Article 27*

The limitation period shall be calculated in such a way that it shall expire at the end of the day which corresponds to the date on which the period commenced to run. If there is no such corresponding date, the period shall expire at the end of the last day of the last calendar month.

*Article 28*

Where the last day of the limitation period falls on an official holiday or other *dies non juridicus* precluding the appropriate legal action in the jurisdiction where the creditor institutes judicial proceedings as envisaged in article 12 or asserts a claim as envisaged in article 15, the limitation period shall be extended so as not to expire until the end of the first day following that official holiday or *dies non juridicus* on which such proceedings could be instituted or on which such a claim could be asserted in that jurisdiction.

## PART II: IMPLEMENTATION

*Article 29*

(1) Each Contracting State shall, in accordance with its constitutional procedure, give to the provisions of Part I of this Convention the force of law, not later than the date of the entry into force of this Convention in respect of that State.

(2) Each Contracting State shall communicate to the Secretary-General of the United Nations the text whereby it has given effect to this Convention.

*Article 30*

Each Contracting State shall apply the provisions of the Uniform Law to contracts concluded on or after the date of the entry into force of this Convention in respect of that State.

## PART III: DECLARATIONS AND RESERVATIONS

*Article 31*

(1) Two or more Contracting States may at any time declare that any contract of sale between a seller having a place of business in one of these States and a buyer having a place of business in another of these States shall not be considered international within the meaning of article 3 of this Convention, because they apply the same or closely related legal rules to sales which in the absence of such a declaration would be governed by this Convention.

(2) Any Contracting State may at any time declare with reference to such State and one or more non-Contracting States that a contract of sale between a seller having a place of business in one of these States and a buyer having a place of business in another of these States shall not be considered international within the meaning of Article 3 of this Convention because they apply the same or closely related legal rules to sales which in the absence of such a declaration would be governed by this Convention.

(3) If a State which is the object of a declaration made under paragraph 2 of this article subsequently ratifies or accedes to this Convention, the declaration shall not remain in effect unless the ratifying or acceding State declares that it will accept it.

*Article 32*

A Contracting State may declare, at the time of the deposit of its instrument of ratification or accession, that it will not apply the provisions of the Uniform Law to actions for annulment of the contract.

*Article 33*

Any State which has ratified the Convention relating to a Uniform Law on the International Sale of Goods done at The Hague on 1 July 1964, or which has acceded to that Convention, may at any time declare:

(a) That, by way of derogation from Article 3, paragraph 1, of this Convention, it will apply the provisions of Article 1, paragraph 1, of the Uniform Law annexed to the Convention of 1 July 1964;

(b) That, in the event of conflict between the provisions of the Uniform Law annexed to the Convention of 1 July 1964 and the provisions of this Convention, it will apply the provisions of the Uniform Law annexed to the Convention of 1 July 1964.

*Article 34*

(1) Any State which has previously ratified or acceded to one or more Conventions on the conflict of laws affecting limitation in respect of the international sale of goods may, at the time of the deposit of its instrument of ratification or accession to the present Convention, declare that it will apply the Uniform Law in cases governed by one of those previous Conventions only if that Convention itself leads to the application of the Uniform Law.

(2) Any State which makes a declaration under paragraph 1 of this Article shall specify the Conventions referred to in that declaration.

*Article 35*

(1) Any State may declare, at the time of the deposit of its instrument of ratification or accession to the present Convention, that it shall not be compelled to apply the provisions of Articles 12, 14, 15, 16, or 18 (1) (b) of this Convention where the relevant acts or circumstances took place outside the jurisdiction of that State.

(2) Any State which has not made a declaration under paragraph 1 of this article may at any time declare that it will not be compelled to apply the provisions of the articles referred to in that paragraph where the relevant acts or circumstances took place within the jurisdiction of a State which has made a declaration under that paragraph.

(3) Any State which makes a declaration under paragraph 1 or 2 of this Article shall specify the particular article or articles of this Convention in respect of which the declaration is made.

*Article 36*

This Convention shall not prevail over Conventions, already entered into or which may be entered into, and which contain provisions concerning limitation in respect of the international sale of goods in special fields.

*Article 37*

No reservation other than those made in accordance with articles 31 to 35 shall be permitted.

*Article 38*

(1) Declarations made under articles 31 to 35 of this Convention shall be addressed to the Secretary-General of the United Nations. They shall take effect [three months]

after the date of their receipt by the Secretary-General or, if at the end of this period the present Convention has not yet entered into force in respect of the State concerned, at the date of such entry into force.

(2) Any State which has made a declaration under articles 31 to 35 of this Convention may withdraw it at any time by a notification addressed to the Secretary-General of the United Nations. Such withdrawal shall take effect [three months] after the date of the receipt of the notification by the Secretary-General. In the case of a declaration made under article 31, paragraph 1, of this Convention, such withdrawal shall also render inoperative, as from the date when the withdrawal takes effect, any reciprocal declaration made by another State under that paragraph.

\* \* \* \* \*

#### PART IV: FINAL CLAUSES

[The provisions of this part were not considered by the Working Group.]

##### Article 39

[Signature]<sup>1</sup>

The present Convention shall be open until [ ] for signature by [ ].

##### Article 40

[Ratification]<sup>2</sup>

The present Convention is subject to ratification. The instruments of ratification shall be deposited with the Secretary-General of the United Nations.

##### Article 41

[Accession]<sup>3</sup>

The present Convention shall remain open for accession by any State belonging to any of the categories mentioned in article 31. The instruments of accession shall be deposited with the Secretary-General of the United Nations.

##### Article 42

[Entry into force]<sup>4</sup>

(1) The present Convention shall enter into force [six months] after the date of the deposit of the [ ] instrument of ratification or accession.

(2) For each State ratifying or acceding to the present Convention after the deposit of the [ ] instrument of ratification or accession, the Convention shall enter into force [six months] after the date of the deposit of its instrument of ratification or accession.

##### Article 43

[Denunciation]<sup>5</sup>

(1) Any Contracting State may denounce the present Convention by notifying the Secretary-General of the United Nations to that effect.

(2) The denunciation shall take effect [twelve months] after receipt of the notification by the Secretary-General of the United Nations.

<sup>1</sup> Based on article 81 of the Vienna Convention on the Law of Treaties.

<sup>2</sup> Based on article 82 of the Vienna Convention on the Law of Treaties.

<sup>3</sup> Based on article 83 of the Vienna Convention on the Law of Treaties.

<sup>4</sup> Based on article 84 of the Vienna Convention on the Law of Treaties.

<sup>5</sup> Based on article XII of the 1964 Hague Convention relating to a Uniform Law on the International Sale of Goods, herein cited as the "Hague Sales Convention".

#### Article 44

[Declaration on territorial application]

##### Alternative A<sup>6</sup>

(1) Any State may, at the time of the deposit of its instrument of ratification or accession or at any time thereafter, declare, by means of a notification addressed to the Secretary-General of the United Nations, that the present Convention shall be applicable to all or any of the territories for whose international relations it is responsible. Such a declaration shall take effect [six months] after the date of receipt of the notification by the Secretary-General of the United Nations, or, if at the end of that period the Convention has not yet come into force, from the date of its entry into force.

(2) Any Contracting State which has made a declaration pursuant to paragraph 1 of this article may, in accordance with article 43 denounce the Convention in respect of all or any of the territories concerned.

##### Alternative B<sup>7</sup>

The present Convention shall apply to all non-metropolitan territories for the international relations of which any Party is responsible except where the previous consent of such a territory is required by the Constitution of the Party or of the territory concerned, or required by custom. In such a case the Party shall endeavour to secure the needed consent of the territory within the shortest period possible, and when the consent is obtained the Party shall notify the Secretary-General. The Convention shall apply to the territory or territories named in such a notification from the date of its receipt by the Secretary-General. In those cases where the previous consent of the non-metropolitan territory is not required, the Party concerned shall, at the time of signature, ratification or accession, declare the non-metropolitan territory or territories to which this Convention applies.

#### Article 45

[Notifications]<sup>8</sup>

The Secretary-General of the United Nations shall notify the Signature and Acceding States of:

(a) The declarations and notifications made in accordance with article 38;

(b) The ratifications and accessions deposited in accordance with articles 40 and 41;

(c) The dates on which the present Convention will come into force in accordance with article 42;

(d) The denunciations received in accordance with article 43;

(e) The notifications received in accordance with article 44.

#### Article 46

[Deposit of the original]

The original of the present Convention shall be deposited with the Secretary-General of the United Nations.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorized thereto by their respective Governments, have signed the present Convention in the Chinese, English, French, Russian and Spanish texts, all of which are equally authentic.

DONE at [place], [date].

<sup>6</sup> Based on article XIII of The Hague Sales Convention.

<sup>7</sup> Based on article 27 of the Convention on Psychotropic Substances, 1971.

<sup>8</sup> Based on article XV of The Hague Sales Convention.

## ANNEX II

## List of participants

[Annex not reproduced in the present volume]

## ANNEX III

List of documents and working papers before  
the Working Group

[Annex not reproduced in the present volume]

**3. Commentary on the Draft Convention on Prescription (Limitation) in  
the International Sale of Goods, May 1972 (A/CN.9/73)\***

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