Visual CISG
A prototype of legal information design

Created by the
CISG Legal Design Jam Group @ Syros 2013
Draft, 10.10 2013
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Introduction

In September 2013 a multidisciplinary team of designers, lawyers and technical writers joined forces in occasion of the Information Design Summer School on the Greek island of Syros, and decided to apply an information design approach to the CISG (United Nations Convention on Contracts for the International Sale of Goods), in order to make it clearer and user-friendlier for its readers without a legal background.

This booklet collects some of the examples that were produced at the Summer School. Even though we did not visualize all of the CISG, these visualizations are a first step towards that goal and we hope to inspire others to join forces with us in creating a user-friendly, visual version of this document.
When is the CISG applicable? (chapter 1)

The CISG applies:
- international trade
- B2B transactions
- goods (ready or to be manufactured)
- across states that are CISG signatories
- when the rules of private international law lead to the application of the law of a CISG-contracting state

The CISG doesn’t apply:
- domestic trade
- B2C transactions
- services
- auctions & executions by law
- stocks, shares, financial products, money
- ships, vessels, aircrafts, hovercrafts
- electricity
- parties explicitly opt-out of CISG

Order of application

Your contract and the law are like a series of sieves: if a provision is regulated on one of the upper layers, then the rules below do not apply.

The CISG is a set of default rules and provides a final “safety net” to the agreeing parties.
Formation of the Contract (Part II)

The diagram below explains how a contract is formed when the CISG applies. If you want to know when the CISG applies, see visualisation on the previous page.
### What are the obligations of the seller?

<table>
<thead>
<tr>
<th>The seller must:</th>
<th>Options:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>in the agreed way</strong></td>
<td>decided in the contract</td>
</tr>
<tr>
<td></td>
<td>look at CISG article 31</td>
</tr>
<tr>
<td><strong>Deliver the goods</strong></td>
<td>with markings</td>
</tr>
<tr>
<td><strong>in a recognisable way</strong></td>
<td>giving notice of the goods to the buyer</td>
</tr>
<tr>
<td><strong>on time</strong></td>
<td>on a fixed date</td>
</tr>
<tr>
<td></td>
<td>during a defined period</td>
</tr>
<tr>
<td></td>
<td>within a reasonable time</td>
</tr>
<tr>
<td><strong>Deliver the documents</strong></td>
<td>at the time and place agreed in the contract</td>
</tr>
<tr>
<td><strong>agreed quantity</strong></td>
<td>goods are fit for purpose</td>
</tr>
<tr>
<td></td>
<td>goods are the same as the given description / samples</td>
</tr>
<tr>
<td><strong>agreed quality</strong></td>
<td>goods are fit for purpose</td>
</tr>
<tr>
<td></td>
<td>goods are the same as the given description / samples</td>
</tr>
<tr>
<td><strong>Conformity of goods</strong></td>
<td>conform to the agreed description</td>
</tr>
<tr>
<td><strong>agreed packaging</strong></td>
<td>suitable for those goods</td>
</tr>
<tr>
<td></td>
<td>protective</td>
</tr>
</tbody>
</table>

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What are the obligations of the buyer?

**The buyer must:**

<table>
<thead>
<tr>
<th>Pay</th>
<th>Options:</th>
</tr>
</thead>
</table>
| the purchase price | as agreed by the parties  
| | OR as generally charged for such goods |
| at the agreed place | at Seller’s place of business  
| | OR when taking over the goods, at place of delivery |
| on time | by a defined date  
| | OR when taking over the goods  
| | OR after having inspected the goods |

**Accept delivery**

by taking over the goods

by enabling the Seller to effectuate the delivery
More details about conformity of goods (Art. 35)

Do the goods conform to the contract?

- Are the goods fit for the purposes for which goods of the same description would ordinarily be used? **No**

  - Yes

  - Are the goods fit for any particular purpose expressly or impliedly made known to the seller at the time of the conclusion of the contract? **No**

    - Yes

    - Do the circumstances show that the buyer did not rely, or that it was unreasonable for him to rely, on the seller’s skill and judgement? **No**

      - Yes

      - Do the goods possess the qualities of goods which the seller has held out to the buyer as a sample or model? **No**

        - Yes

        - Are the goods contained or packaged in the manner usual for such goods or, where there is no such manner, in a manner adequate to preserve and protect the goods? **No**

          - Yes

          - At the time of the conclusion of the contract, did the buyer know or must have been aware of a lack of conformity. **Yes**

            - Yes

              - The goods conform to the contract

            - No

              - The goods do NOT conform to the contract

- The goods conform to the contract

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When are the goods delivered and risk transferred?

Article 31 a & Article 67
If contract involves carriage of the goods

The seller hands the goods to the first carrier

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Article 31 b & Article 69.1
If the parties know, when signing the contract, where the goods will be made available

Seller’s place of manufacture, or warehouse

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Article 31 c & Article 69.2
In the other cases

Seller’s place of business

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Seller’s responsibility, cost & risk  Buyer’s responsibility, cost & risk