

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

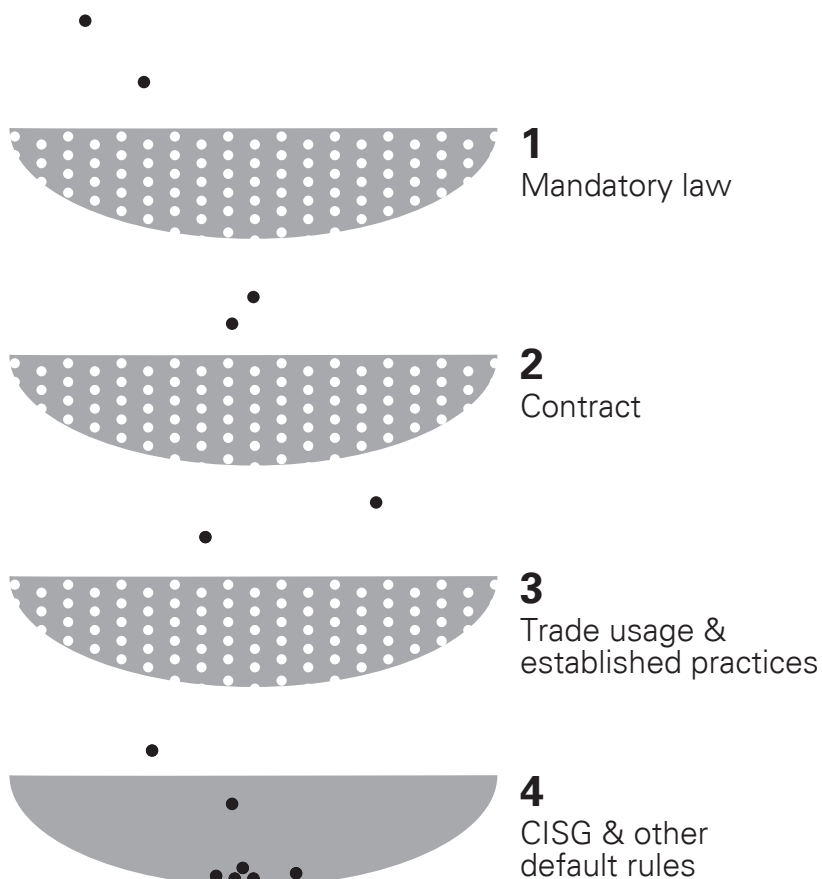
The CISG doesn't apply:

-  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

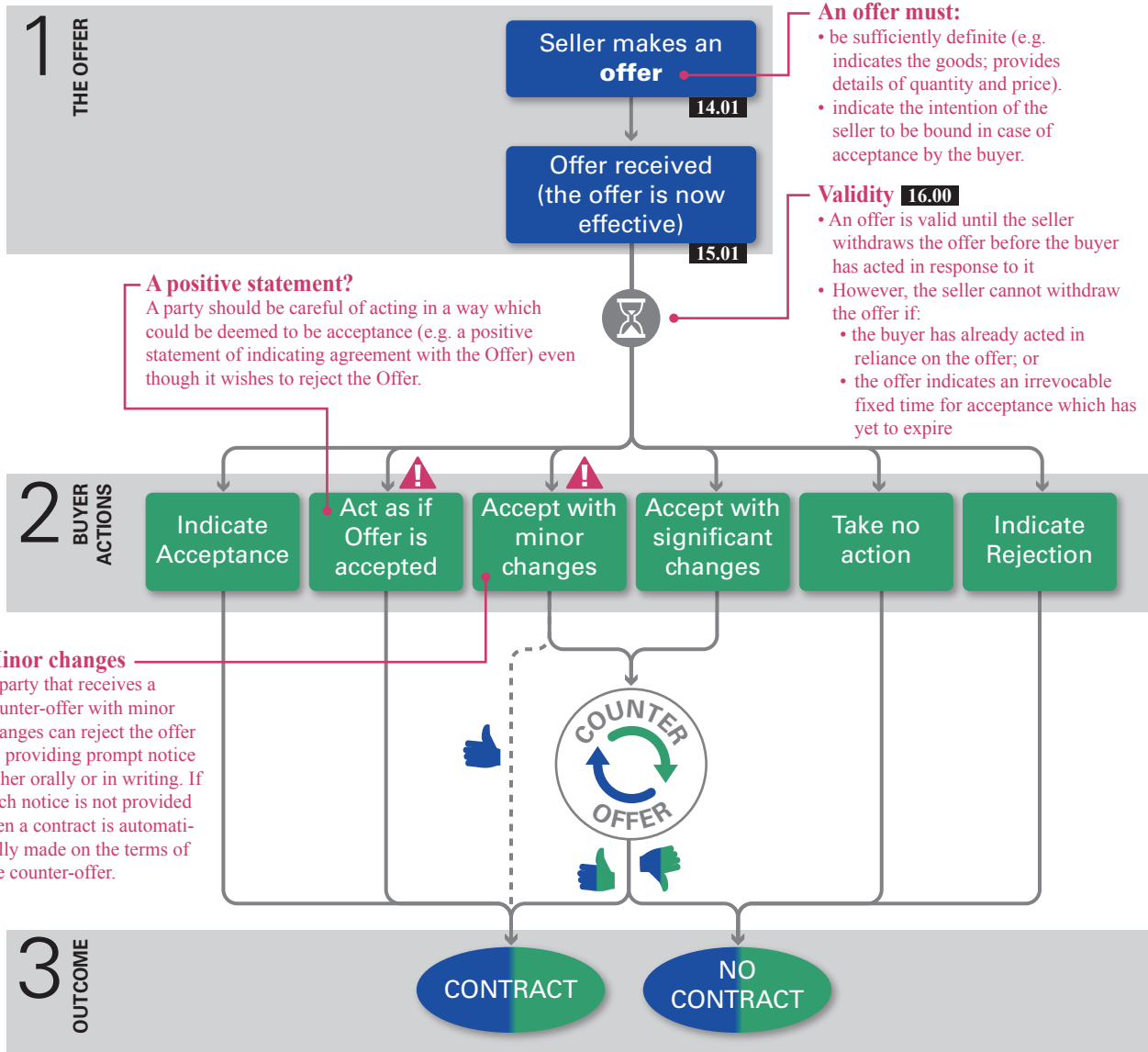
Your contract and the law are like a series of sieves: if a provision is regulated on one of the upper layers, then the rules below do not apply.

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



KEY TO THE DIAGRAM					
 	Seller	 	Buyer	●	Notes
 	XX.XX	CISG ref.	⚠	Warning	

What are the obligations of the seller?

The seller must:

Options:

Deliver the goods

in the agreed way

decided in the contract

OR

look at CISG article 31

in a recognisable way

with markings

OR

giving notice of the goods to the buyer

on time

on a fixed date

OR

during a defined period

OR

within a reasonable time

If

the seller is arranging the delivery, he has to take care of all contracts for carriage

Deliver the documents

at the time and place agreed in the contract

Conformity of goods

agreed quantity

goods are fit for purpose

OR

goods are the same as the given description / samples

agreed quality

goods are fit for purpose

OR

goods are the same as the given description / samples

conform to the agreed description

agreed packaging

suitable for those goods

OR

protective

What are the obligations of the buyer?

The buyer must:

Options:

Pay

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

If

the price is fixed according to the weight of the goods, in case of doubt it is then to be determined by the net weight.

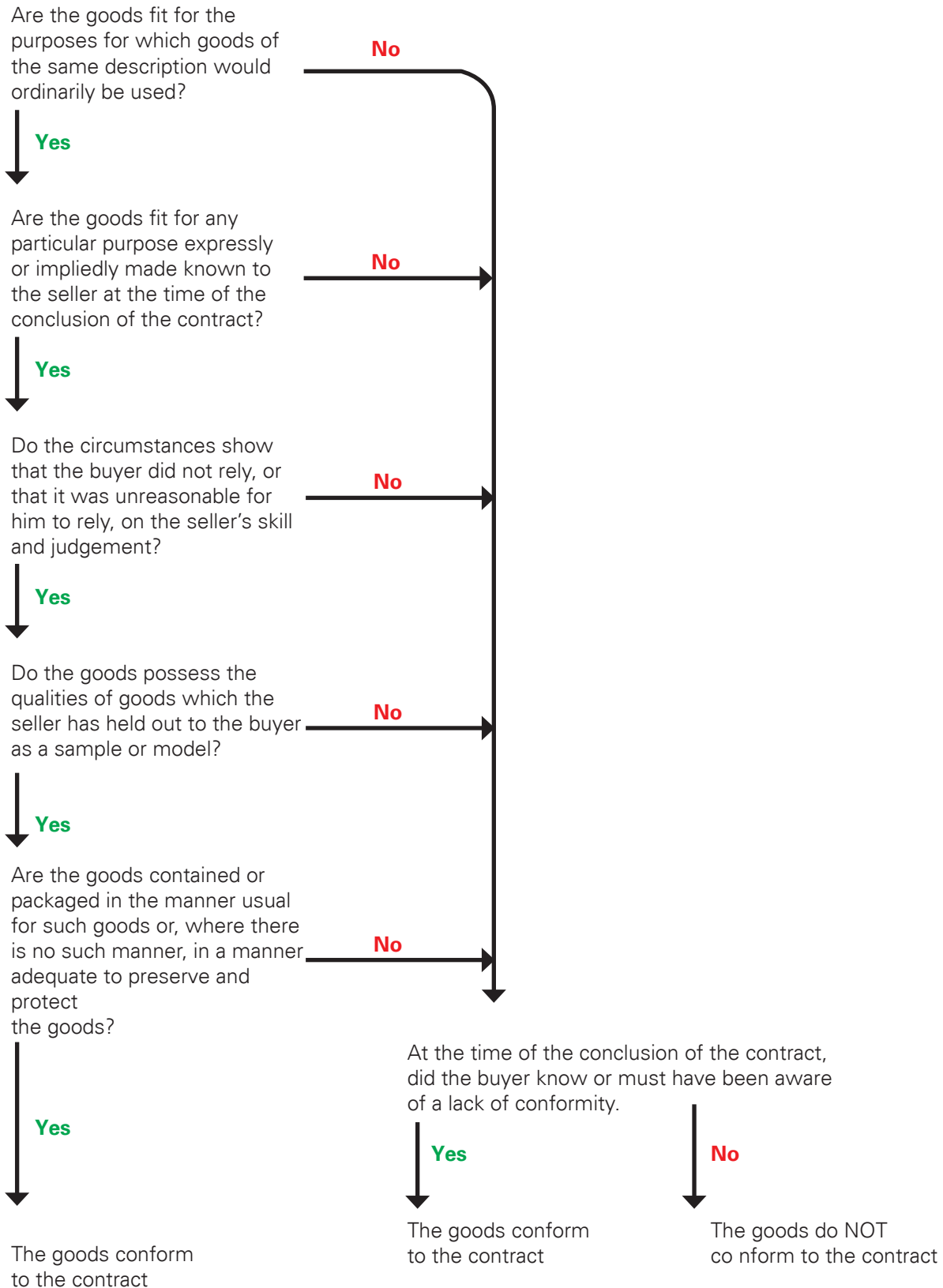
Accept delivery

by taking over the goods

by enabling the Seller to effectuate the delivery

More details about conformity of goods (Art. 35)

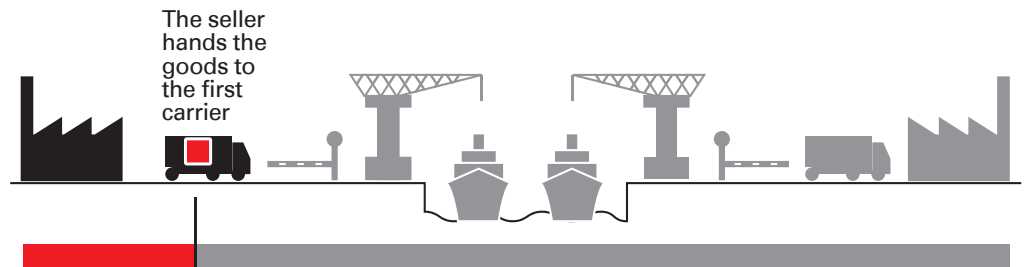
Do the goods conform to the contract?



When are the goods delivered and risk transferred?

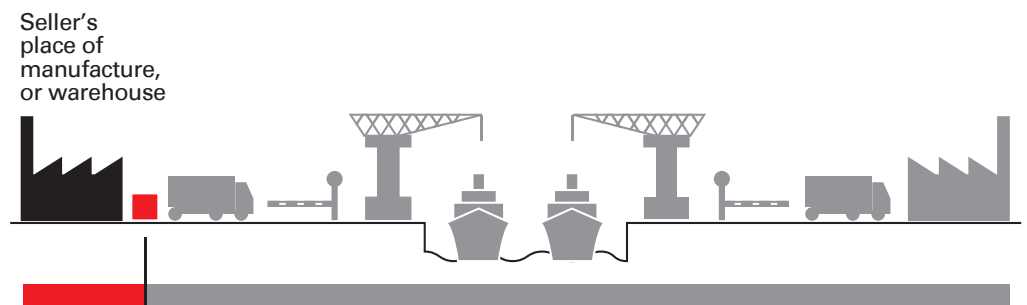
Article 31 a & Article 67

If contract involves carriage of the goods



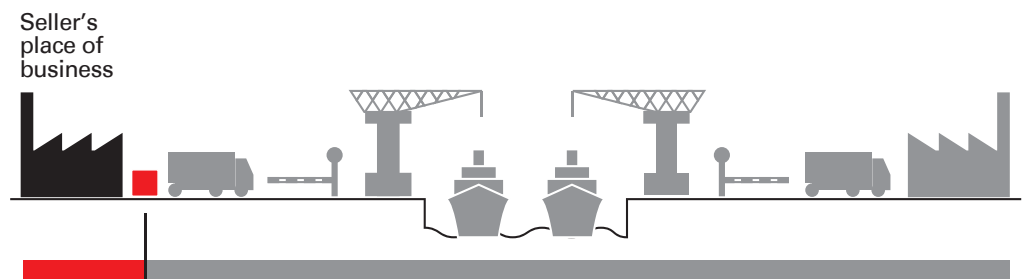
Article 31 b & Article 69.1

If the parties know, when signing the contract, where the goods will be made available



Article 31 c & Article 69.2

In the other cases



■ Seller's responsibility, cost & risk

■ Buyer's responsibility, cost & risk