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ARTICLES

LOST IN TRANSLATION: INTERPRETING DIVERGING BUT EQUALLY AUTHENTIC CISG TEXTS

Ingeborg Schwenzer and Cesar Pereira



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*Ingeborg Schwenzer** and *Cesar Pereira***

ABSTRACT

There are six different authentic CISG texts, which are to be deemed equally authoritative. Despite the efforts during the diplomatic conference, the texts encompass divergencies amongst their provisions. The issue raises a question as to the uniform interpretation of the CISG. This article examines some of the specific instances of discrepancy and how to resolve them under the CISG and the Vienna Convention of the Law of Treaties. It also discusses the issue of how parties may expressly or impliedly choose under Article 6 CISG a specific authentic or nonauthentic version of the CISG to govern their contract.

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I. INTRODUCTION¹

The United Nations Convention on the International Sale of Goods (CISG) expressly equates all six authentic languages of the text. The Witness Clause of the CISG prescribes that the Arabic, Chinese, English, French, Russian and Spanish versions of the CISG have equal authority, in accordance with the provision of Article 33(1) of the 1969 Vienna Convention on the Law of Treaties (“Vienna Convention”).²

The existence of multiple authentic texts has contributed to the successful history of the CISG. It helped the CISG spread as a *lingua franca* in international trade and become “the most successful private international law Convention worldwide.”³ However, the goal of having one single text in half a dozen different languages without discrepancies is virtually unattainable. Multiple authentic CISG texts may give rise to “textual non-uniformity,”⁴ regardless of the presumption that they all share the same meaning under Article 33(3) of the Vienna Convention.⁵ The balance is delicate, since uniformity is at the core of the CISG (Preamble⁶ and Article 7(1)⁷).

¹ The authors wish to thank Percy Christopher Mpindi and Fortunate Kirabo, from Makerere University Law School (Uganda) and Cesar Pereira’s mentees under the MAA Mentorship program, for their useful assistance in the comparison between the various CISG authentic versions. The authors also thank Lorenzo Galan Miranda and Wendell Leal Hossu Monteiro de Mello, from Justen, Pereira, Oliveira & Talamini (Brazil) for their invaluable work as research assistants in this project.

² Vienna Convention, Article 33(1): “When a treaty has been authenticated in two or more languages, the text is equally authoritative in each language, unless the treaty provides or the parties agree that, in case of divergence, a particular text shall prevail.”

³ CURRENT ISSUES IN THE CISG AND ARBITRATION 1–14, 7 (Ingeborg Schwenzer, Yeşim Atamer & Petra Butler eds., Eleven Int’l Publishing 2014).

⁴ Harry M. Flechtner, *The Several Texts of the CISG in a Decentralized System: Observations on Translations, Reservations and Other Challenges to the Uniformity Principle in Article 7(1)*, 17 J.L. & COM. 187–217, 190 (1998).

⁵ Vienna Convention, Article 33(3): “The terms of a treaty are presumed to have the same meaning in each authentic text.”

⁶ CISG, Preamble: “*Being of the opinion that* the adoption of uniform rules which govern contracts for the international sale of goods and take into account the different social, economic and legal systems would contribute to the -removal of legal barriers in international trade and promote the development of international trade.”

⁷ CISG, Article 7(1): “In the interpretation of this Convention, regard is to be had to its international character and to the need to promote uniformity in its application and the observance of good faith in international trade.”

The CISG does not provide express guidance on how to resolve a discrepancy between authentic texts. One must resort to usual interpretive tools such as the drafting history and the purpose of the provision at hand.⁸ However, the first step is to understand how different versions of the CISG have come to be.

II. DISCREPANCIES WITHIN AUTHENTIC CISG TEXTS: AN ILLUSTRATIVE ANALYSIS

Divergencies between authentic CISG texts were debated in many instances during the preparatory works, such as in the sixth,⁹ seventh,¹⁰ fourteenth,¹¹ and thirty-second¹² plenary meetings. These debated discrepancies pertained mostly to the English and French texts, but also regarded other authentic texts.

⁸ This point has been previously made by one of the authors in Ingeborg Schwenzer & Pascal Hachem, *The CISG—Successes and Pitfalls*, 57 AM. J. COMP. L. 457–78, 466–67 (2009).

⁹ UNCITRAL, **Official records for the United Nations Conference on Contracts for the International Sale of Goods**, Vienna, from 10 March to 11 April 1980, p. 203 [Sixth plenary meeting] (“Mr. LOEWE (Austria) drew attention to a discrepancy between the French and English texts of the proposal. The French text used the words ‘*l’établissement est au lieu où. . .*’ whereas the corresponding English text read ‘*a place of business is a place where. . .*’. He would find it hard to accept the wording in the French text”).

¹⁰ UNCITRAL, **Official records for the United Nations Conference on Contracts for the International Sale of Goods**, Vienna, from 10 March to 11 April 1980, p. 265 [Seventh plenary meeting] (“The CHAIRMAN, inviting the Committee to consider the United States proposal (A/CONF.97/C.1/L.6), pointed out that there was a considerable discrepancy between the existing English and French texts of article 8(2). Whereas the English text referred specifically to usage being made applicable to the contract, the French text merely mentioned usage without reference either to the contract or to its formation. The French representative had asked the United States representative whether he could agree to bring his proposal into line with the French text by deleting the reference to the contract.”).

¹¹ UNCITRAL, **Official records for the United Nations Conference on Contracts for the International Sale of Goods**, Vienna, from 10 March to 11 April 1980, p. 311 [Fourteenth plenary meeting] (“Mr. SAMI (Iraq) pointed out that there were a number of discrepancies between the Arabic and the French texts of article 35”).

¹² UNCITRAL, **Official records for the United Nations Conference on Contracts for the International Sale of Goods**, Vienna, from 10 March to 11 April 1980, p. 409 [Thirty-second plenary meeting] (“Mr. HJERNER (Sweden) [. . .] pointed out that there was a discrepancy between the French and English texts of variant I; in the second line of the former, the words ‘*pour exécuter*’ should be replaced by the words ‘*pour l’exécution de*’ to bring the two texts into line”).

Eric Bergsten even referred to one specific discrepancy knowingly unaddressed during the diplomatic conference.¹³ The Chinese translator in the Drafting Committee queried whether the wording “subject to rapid deterioration” in Article 88(2) included only physical deterioration or foreseeable price reduction as well, since different Chinese characters would have to be used for each purpose. A divergent interpretation between delegates relying on English and French texts and delegates relying on Russian text led to a debate as the latter sustained that only physical deterioration should be considered. The Drafting Committee decided its mandate did not allow drawing up new texts, and it did not provide an answer to the translation question. Though the Chinese translation has arguably maintained coherence with the wording of the English and French texts, it remained unclear whether the Chinese translation intended to include foreseeable price reduction.

The CISG has been rectified three times by the depositary following proposals for correction. The first proposal was made in relation to the Russian text of the CISG on January 18, 2000.¹⁴ The authentic Russian text of Article 68 as adopted upon approval did not contain the first sentence of the provision, leading to a controversy in *Diamant Ltd v. Kirov District Tax Inspectorate of the City of St. Petersburg*, decided by the Russian Federal Arbitration Court for the Northwestern Circuit on June 3, 2003.¹⁵ The discrepancy in the specific authentic text led the court to apply the provision as written in the Russian authentic text and hold that the passage of risk in respect of goods sold in transit occurred at the moment the goods were handed over to the buyer or the carrier who issued the documents embodying the contract of carriage. Notified about the discrepancy in authentic CISG texts, the depositary then proceeded to rectify the authentic Russian text to include the first sentence in Article 68 on April 27, 2000.¹⁶

¹³ Eric Bergsten, *Methodological Problems in the Drafting of the CISG*, in CISG METHODOLOGY, SELLIER EUROPEAN LAW 05–32, 19–20 (André Janssen & Olaf Meyer eds., 2009).

¹⁴ Depositary Notification C.N.12.2000.TREATIES-1, on 18 January 2000, https://cisg-online.org/media/GH47M3Z9/Russian_text_Proposal_CN.12.2000-Eng.pdf. Accessed on: 24 September 2024.

¹⁵ *Diamant Ltd v. Kirov District Tax Inspectorate of the City of St. Petersburg*, Russian Federal Arbitration Court for the Northwestern Circuit, 3 June 2003, CISG-online 947.

¹⁶ Depositary Notification C.N.233.2000.TREATIES-2, on 27 April 2000, <https://cisg-online.org/media/M8CDX94S/Russian_text_Rectification_CN.233.2000-Eng.pdf>. Accessed on: 24 September 2024.

The CISG was rectified a second time on December 1, 2000 in the Arabic version of the text.¹⁷ The purpose was the addition of Paragraph (2) to Article 76, which had been omitted from the text, in accordance with the depositary notification on 25 August 2000.¹⁸

There was another proposal in 1998 for correction of Article 25 of the Arabic authentic text.¹⁹

Remaining discrepancies pertain primarily to the Arabic, Chinese and Russian versions, which sometimes deviate considerably from the others. The Spanish version may also have divergencies in relation to other authentic CISG texts. Among other prominent examples which could be deemed to amount into a discrepancy, the wording of Article 2(c) in the Spanish version of the CISG changes “on execution or otherwise by authority of law” to “judicial” (“*judicial*”); Article 4 from the Spanish version changes “govern” to “regulate” (“*regula*”); Article 29(2) from the Spanish version states that a party “will be bound to its own conduct and will not be able to assert such a provision” (“*vinculada por sus propios actos y no podrá alegar esa estipulación*”) instead of “precluded by his conduct from asserting such a provision” as provided in the English version. Furthermore, one of the authors and Pascal Hachem have suggested that Article 3(2) in the French version deviates from other authentic CISG texts.²⁰

Light has also been shed to a discrepancy relating to Article 2(e), which excludes the applicability of the CISG to sales of “aircraft.”²¹ Diverging from other authentic CISG texts, the Russian version refers to “airborne transport vessels” (“*судов водного и воздушного транспорта*”), raising a question as to whether the purpose of the aircraft sold is relevant for assessing their

¹⁷ Depositary Notification C.N.1075.2000.TREATIES-5, on 1st December 2000, <https://ciscg-online.org/media/IHL5O5T6/Arabic_text_Rectification_CN.1075.2000-Eng.pdf>. Accessed on: 24 September 2024.

¹⁸ Depositary Notification C.N.583.2000.TREATIES-3, on 25 August 2000, <https://ciscg-online.org/media/Y16P7S38/Arabic_text_Proposal_CN.583.2000-Eng.pdf>. Accessed on: 24 September 2024.

¹⁹ Depositary Notification C.N.404.1998.TREATIES-3, on 10 September 1998, <https://ciscg-online.org/media/Y16P7S38/Arabic_text_Proposal_CN.404.1998-Eng.pdf>. Accessed on: 24 September 2024.

²⁰ Ingeborg Schwenzer & Pascal Hachem, *Introduction to Articles 1–6 CISG*, in SCHLECHTRIEM & SCHWENZER, COMMENTARY ON THE UN CONVENTION ON THE INTERNATIONAL SALE OF GOODS (CISG) 17–26, 24 n.56 (Ingeborg Schwenzer & Ulrich G. Schroeter eds., 5th ed. Oxford Univ. Press 2022).

²¹ Article 2(e) CISG was discussed in the 30th Vis Moot and 20th Vis East international arbitration competitions, in 2022/2023. Some teams picked up on the distinct Russian version of the CISG and used it in their memoranda or pleadings.

exclusion under Article 2(e) CISG. The answer among commentators seems to be affirmative regardless of any consideration of the Russian text.²² Scholars and case law generally do not attribute relevance to the *size* alone of the equipment when interpreting the provision. The purpose of the equipment is also a relevant element, and particularly whether it operates as a transport aircraft.²³ Even though diverging in their texts, the different authentic versions of Article 2(e) CISG seem to provide an example where the discrepancy may be mitigated or disregarded, or in which it may even be understood as confirming the prevailing interpretation of the corresponding provision in the more commonly used English or French versions. This situation illustrates the multiple aspects involved in settling discrepancies among authentic CISG texts.

III. SETTLING DISCREPANCIES IN AUTHENTIC CISG TEXTS

A. Contractual Choice of the Parties

To mitigate the risk of discrepancies in authentic CISG texts, parties engaging in international transactions may consider employing an express contractual choice of their authentic version of preference.²⁴ Under Article 6 CISG, parties can derogate from the CISG provisions. Accordingly, they are free to choose any of many versions of the CISG available, without being limited to the six authentic texts of the CISG. Parties may opt for a version in a language that suits their linguistic preferences.²⁵ Article 33(1) of the Vienna Convention is supportive of parties' contractual choice. Parties will promote certainty in their contractual obligations by doing so.

²² For instance, see Christoph Brunner & Fabian Meier et al., *Article 2 [Exclusions from the Convention]*, in COMMENTARY ON THE UN SALES LAW (CISG) 28–36, 35–36 (Christoph Brunner & Benjamin Gottlieb eds., Kluwer Law Int'l 2019). (“However, Art. 2(e) does not encompass boats (rather than ships), which lack a certain size (e.g., sports goods), as well as air- and watercraft which do not serve as transportation”).

²³ Ingeborg Schwenzer & Hachem Pascal, *Article 2 CISG: Sales Excluded from the Convention's Scope*, in SCHLECHTRIEM & SCHWENZER: COMMENTARY ON THE UN CONVENTION ON THE INTERNATIONAL SALE OF GOODS 60, 72 (5th ed. 2022).

²⁴ JOSEPH LOOKOFKY, UNDERSTANDING THE CISG 54 (Kluwer Law Int'l 6th ed. 2022).

²⁵ Ulrich G. Schroeter, *Witness Clause*, in SCHLECHTRIEM & SCHWENZER, COMMENTARY ON THE UN CONVENTION ON THE INTERNATIONAL SALE OF GOODS (CISG) 1663–68, 1667 (Ingeborg Schwenzer & Ulrich G. Schroeter eds., Oxford Univ. Press 5th ed. 2022).

Article 33(2) of the Vienna Convention²⁶ provides that a treaty version other than the authentic texts shall be considered as if it were authentic if it has been agreed upon by the parties. For instance, parties could choose the German or Portuguese versions of the CISG to govern their contract.

In practice, it is relatively common for parties not to indicate a specific version of the CISG in their contract. With the lack of an express choice, the interpretation of the relevant provisions becomes paramount. In addition, this scenario raises the question of a possible implied choice of an authentic version: does the language of the contract imply an option for the parties to favor a version of the CISG in that same language?

The first step is to recognize that it is possible, under Article 6 CISG, for the parties to choose an authentic or non-authentic version of the CISG to apply to their contract. If one assumes this premise, defining the applicable CISG version becomes a matter of contract interpretation. The language of the contract is one (strong) factor in the interpretative process. Under Article 8 CISG, it is reasonable to assume that parties entering into a contract in the language of one of the six authentic CISG versions have chosen impliedly the corresponding version as applicable, unless the contrary arises from other compelling interpretative factors. Conversely, the choice of a non-CISG language, such as German or Portuguese, does not lead to a similar presumption. There must be either an express choice of a specific German or Portuguese CISG version or persuasive interpretative factors that lead to an implied choice of such non-authentic version as an Article 6 derogation of the applicable authentic version.

B. Reconciling Discrepancies in Authentic CISG Texts

If no explicit nor implied choice of the parties can be ascertained, the issue of diverging authentic treaty texts must be decided under Article 33(4) of the Vienna Convention.²⁷ According to this provision, in case of different

²⁶ Vienna Convention, Article 33(2): "A version of the treaty in a language other than one of those in which the text was authenticated shall be considered an authentic text only if the treaty so provides or the parties so agree."

²⁷ Vienna Convention, Article 33(4): "Except where a particular text prevails in accordance with paragraph 1, when a comparison of the authentic texts discloses a difference of meaning which the application of articles 31 and 32 does not remove, the meaning which best reconciles the texts, having regard to the object and purpose of the treaty, shall be adopted."

meanings from two authentic texts of a treaty one should adopt the meaning that best reconciles them in view of “the object and purpose of the treaty.”

The assessment of the meaning which best reconciles diverging authentic texts of the CISG is not without challenges.²⁸ The interpreter must give regard to the preparatory works of the CISG and the purpose of promoting uniformity in international sales under Article 7(1) CISG. The need to promote uniformity may lead to disregarding different wordings in distinct official texts.²⁹

C. The Language of the Preparatory Works as the Prevailing CISG Authentic Text

The ideal solution for the issue of discrepancies would be a joint interpretation of all six authentic texts as they are equally authoritative. Some commentators are supportive of this approach, since the intention of the relevant provision could only be drawn from due consideration of all official versions of the CISG.³⁰ To illustrate the proposition, Paul Volken described that during the translation meeting of the CISG to its German version, the discrepancies pointed out in the basic German draft were mostly due to the

²⁸ Alain Papaux & Rémi Samson, *Interpretation of Treaties*, in THE VIENNA CONVENTIONS ON THE LAW OF TREATIES 866–84, 884 (Olivier Corten & Pierre Klein eds., Oxford Univ. Press 2011).

²⁹ This point has been made previously by one of the authors in Ingeborg Schwenzer, *Interpretation and Gap-Filling under the CISG*, in CURRENT ISSUES IN THE CISG AND ARBITRATION 109–18, 113 (Ingeborg Schwenzer, Yeşim Atamer & Butler Petra eds., Eleven Int'l Publishing 2014).

³⁰ Pilar Perales Viscasillas, *Article 7*, in UN CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALES OF GOODS (CISG) 112–45, ¶ 38 (Stefan Kröll, Pilar Perales Viscasillas & Loukas Mistelis eds., Beck, Hart, Nomos, 2011) (“Also, when approaching the problem of conflicting versions of a term in the Convention, different interpretative criteria should be used to avoid the prevalence of one of text over the other; prima facie preference for the English version should be rejected unless confirmed by other interpretative techniques.”); Flechtner, *supra* note 4, at 187–217, 190 (“Such an approach, however, flatly contradicts the Convention language declaring that all six official language texts of the CISG are ‘equally authentic.’ The People’s Republic of China, for instance, might be surprised to learn that the official Chinese text of the CISG (on which I presume it relied in ratifying the Convention) could be deemed subordinate to the English and French texts in cases of conflict. And what if the English and French diverge? In the end, the idea of elevating one official language text over another in resolving conflicts appears both unwise and unworkable.”).

differences between the authentic English and French texts, which lead to an inevitable consultation of the Spanish and Russian versions.³¹

For Eric Bergsten, the greater congruence between the English and French texts is due to the use of the Convention relating to a Uniform Law on the International Sale of Goods (ULIS) and the Convention relating to a Uniform Law on the Formation of Contracts for the International Sale of Goods (ULF) as a starting point for the works at UNCITRAL. In addition, many delegates were fluent in both languages.³² The preponderant role these two languages had in the preparatory works of the CISG has prompted the suggestion to give prevalence to the English and French versions in case of discrepancies.³³

This reasoning can be found in the *Used Laundry Machine* case, in which the Swiss Supreme Federal Court resorted to the English and French texts to interpret the description of lack of conformity requirement under Article 39(1) in the German CISG text.³⁴ The case related to the notice of

³¹ VOLKEN, Paul, 'The Vienna Convention: Scope, Interpretation, and Gap-filling,' in SARCEVIC, Petar; VOLKEN, Paul (Ed.). **International Sale of Goods: Dubrovnik Lectures**, Oceana, 1986, Ch. 2, p. 19-53, p. 41.

³² BERGSTEN, Eric, 'Methodological Problems in the Drafting of the CISG,' in JANSSEN, André; MEYER, Olaf (Ed.). **CISG Methodology**, Sellier European Law, 2009, p. 05-32, p. 20.

³³ Schwenzer & Hachem, *supra* note 20, at 17–26, 24 ("In light of the fact that the preliminary work on the Convention was carried out overwhelmingly in English and French, it is reasonable to give priority to these two languages."); Ulrich G. Schroeter, *Witness Clause*, in SCHLECHTRIEM & SCHWENZER, COMMENTARY ON THE UN CONVENTION ON THE INTERNATIONAL SALE OF GOODS (CISG) 1663–68, 1666 (Ingeborg Schwenzer & Ulrich G. Schroeter eds., Oxford Univ. Press 5th ed. 2022) ("In case of the 1980 Sales Convention, the Swiss Supreme Court and most commentators agree that usually the English text version, and occasionally the French text, will have to be given precedence, because drafting of the Convention was carried out almost exclusively in those languages, both within UNCITRAL and at the 1980 Vienna Diplomatic Conference."); BRUNO ZELLER, CISG AND UNIFICATION OF INTERNATIONAL TRADE LAW 85 (Routledge-Cavendish 2007) ("Considering that all meetings in Vienna were conducted in English or French, these languages should be given priority over other authentic texts, as they best represent the intentions of the representatives at the 1980 Diplomatic Conference").

³⁴ "Used Laundry Machine case," Swiss Federal Supreme Court, 13 November 2003, CISG-online 840, para. 4.3 ("In the case of ambiguity in the wording, reference is to be made to the original versions, whereby the English version, and, secondarily, the French version are given a higher significance as English and French were the official languages of the Conference and the negotiations were predominantly conducted in English [. . .]. According to the German translation of Art. 39(1) CISG, the buyer must precisely specify the nature of the lack of conformity in the notice to the seller. The English and French texts of the Convention talk about '*specifying the nature of the lack of conformity*' and '*en précisant la nature de ce défaut*,' respectively. Thereby, the notice must specify the nature, type or character of the lack of conformity [. . .]. What must be considered is that the verbs '*specify*' and '*préciser*' cannot only be translated as '*genau bezeichnen*' (precisely describe), but also with '*bezeichnen*' (describe) or with '*angeben*' (indicate). Consequently, the original versions do not require the description to be as

defects of used laundry machine given by the buyer through letters to the seller. The seller did not remedy defects in the goods sold, and afterwards it sued the buyer for payment of the purchase price. Based on a joint interpretation of the English and French authentic CISG texts, the court ruled that under Article 39(1) CISG it was sufficient for the buyer to have provided a description of the signs of defect and communicated that the goods were non-conforming.

Many commentators take one step further and give prevalence to the English authentic text alone, since English was the language of the preparatory works as well as the language used at the diplomatic conference.³⁵

A good indication of how prevalent English has become in the practical use of the CISG is that English is also the working language of the CISG Advisory Council. The opinions are issued in English and sometimes translated afterwards into the other authentic and/or non-authentic CISG texts languages. As an illustration, Boris Praštaló has highlighted that only a limited number of opinions and declarations have been translated to other languages:³⁶

precise as could be expected according to the German translation.” Original in German. Translation available at: <<https://iicl.law.pace.edu/cisg/case/switzerland-november-13-2003-bundesgerichtshof-federal-supreme-court-translation-available>>. Accessed on: 24 September 2024).

³⁵ Ulrich Magnus, *Tracing Methodology in the CISG: Dogmatic Foundations*, in CISG METHODOLOGY 33–60, 53 (André Janssen & Olaf Meyer eds., Sellier European Law 2009) (“In cases of doubt it is, however, widely accepted that despite the equal authenticity clause of the CISG, the English version can claim particular weight since English was the working language at all stages of preparation of the CISG.”); Ulrich G. Schroeter, *Backbone or Backyard of the Convention?*, in SHARING INTERNATIONAL COMMERCIAL LAW ACROSS NATIONAL BOUNDARIES: FESTSCHRIFT FOR ALBERT H. KRITZER ON THE OCCASION OF HIS EIGHTIETH BIRTHDAY 425–69, 429 (Camilla B. Andersen & Ulrich G. Schroeter eds., Wildy, Simmonds & Hill Publishing 2008) (“The Convention’s English text version should therefore, in this author’s opinion and based on Article 7(1) CISG, be accorded prevalence where it is in conflict with other language versions.”); Christoph Brunner & Benjamin Gottlieb, *[Signature Clause]*, in COMMENTARY ON THE UN SALES LAW (CISG) 51–52, 651 (Christoph Brunner & Benjamin Gottlieb eds., Kluwer Law Int’l 2019) (“Particular importance is given to the English version, as the discussions and phrasing suggestions made at the Vienna Conference were primarily done in English (Art. 7 para. 6).”)

³⁶ The table is the one found in Boris Praštaló, *Uniformity in the Application of the CISG: Analysis of the Problem and Recommendations for the Future* 175 (Kluwer Law Int’l 2020), updated with data available until March 2024 on the CISG Advisory Council website.

Language	Opinions translated	Declarations translated
Arabic	Only first opinion	None
Chinese	First seven opinions	None
French	First seventeen opinions	Both declarations
German	First seventeen opinions	Both declarations
Japanese	First six opinions and twentieth opinion	None
Portuguese	First three opinions, seventh and ninth opinions	None
Russian	First five opinions	None
Spanish	All twenty-two opinions	Both declarations
Turkish	First seventeen opinions	None

The approach that best accommodates divergencies seems to be to first analyze the English authentic CISG text, as it was the primary language of the diplomatic conference and preparatory works. Secondly, the French authentic text may provide additional guidance, given the congruence of these two authentic texts and the secondary but significant role the French language played at the time of the drafting of the CISG.

IV. CONCLUSION

The CISG is rightly hailed as one of the most successful private international law conventions worldwide. It is the result of a global effort towards uniformity in international sales. Part of its success stems from the existence of six authentic texts which have made the CISG largely accessible. In addition, its inherent freedom of contract allows parties to choose even non-authentic versions that suit their preferences. This level of freedom has its own difficulties: multiple authentic and non-authentic texts may undermine uniformity and create interpretation conundrums.

Discrepancies between these authentic texts have been observed, particularly in instances where Arabic, Chinese, and Russian versions are involved. Addressing these discrepancies requires careful consideration of the preparatory works and of the purpose and subject matter of the relevant CISG provision.

Parties may mitigate the risks posed by textual divergencies by choosing a specific version to govern their contract, as allowed by Article 6 CISG.

Additionally, Article 33(4) of the Vienna Convention provides guidance to reconcile differing authentic texts by emphasizing the importance of the object and purpose of the treaty at hand.

Scholars and courts have given prevalence to the English and, to some extent, the French texts due to their prominence in the preparatory works of the CISG. Efforts to promote textual uniformity and facilitate interpretation will continue to be essential in upholding the effectiveness and credibility of the CISG in promoting international trade.

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