INTERNATIONAL BUSINESS TRANSACTIONS
CASES AND MATERIALS 1998
Professor Janet Walker*

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International Sale of Goods Act


2. The Attorney General shall request the Government of Canada to declare in accordance with article 93 of the Convention that the Convention extends to Ontario. 1988, c. 45, s. 2.

3. On the date the Convention comes into force in Canada in accordance with article 99 of the Convention, the Convention comes into force in Ontario. 1988, c. 45, s. 3.

4. The Attorney General shall cause to be published in The Ontario Gazette the date the Convention comes into force in Ontario. 1988, c. 45, s. 4.

5. Where there is a conflict between this Act and any other enactment, this Act prevails. 1988, c. 45, s. 5.

6. Parties to a contract to which the Convention would otherwise apply may exclude its application by expressly providing in the contract that the local domestic law of Ontario or another jurisdiction applies to it or that the Convention does not apply to it. 1988, c. 45, s. 6.

SCHEDULE

UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS

THE STATES PARTIES TO THIS CONVENTION,
BEARING IN MIND the broad objectives in the resolutions adopted by the sixth special session of the General Assembly of the United Nations on the establishment of a New International Economic Order,
CONSIDERING that the development of international trade on the basis of equality and mutual benefit is an important element in promoting friendly relations among States,
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,
HAVE AGREED as follows:

PART I

SPHERE OF APPLICATION AND GENERAL PROVISIONS

CHAPTER I

SPHERE OF APPLICATION

Article 1

(1) This Convention applies to contracts of sale of goods between parties whose places of business are in different States:

(a) when the States are Contracting States; or

(b) when the rules of private international law lead to the application of the law of a Contracting State.