

Case 218: CISG 53

Switzerland: Kantonsgericht Zug, A3 1997 39

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Abstract published in German in 1 Schweizerische Zeitschrift für Internationales und Europäisches Recht 83 [1998]

A German seller of watches and measuring instruments sued a Swiss buyer for the payment of the purchase price for hygrometers. The buyer claimed to have returned part of the goods to the seller and claimed damages for the violation of an exclusive agreement in a counterclaim.

ドイツの時計と測定器の売主は、湿度計の売買代金の支払いを求めて、スイスの買主を訴えた。買主は、物品の一部を売主に返還したと主張し、反訴として、独占契約の違反に対する損害賠償を求めた。

The court held that the buyer was under an obligation to pay the purchase price (article 53 CISG) and did not grant the counterclaim because the buyer did not furnish sufficient proof either for the exclusive agreement or of having returned the goods. The interest rate was determined based on the law applicable pursuant to the forum's rules of private international law, which led to German law (§ 352 Handelsgesetzbuch).

裁判所は、買主は売買代金を支払う義務があると判示し（CISG 第 53 条）、独占契約が存在することについても物品を返還したことについても買主が十分な証拠を提供しなかったとして反訴を認めなかった。利率は、法廷地の国際私法準則によって適用される法、すなわち、ドイツ法（商法第 352 条）に基づき決定された。