

**Case 1120: CISG 53; 62; 78**

People's Republic of China: China International Economic & Trade Arbitration Commission [CIETAC], Shenzhen Commission (now South China Branch)

9 April 2004

Original in Chinese

English translation: <http://cisgw3.law.pace.edu/cases/040409c1.html>

Abstract prepared by Feifei Wang

A Chinese seller and a United States buyer signed three contracts for the sale of handicraft items.

中国の売主とアメリカの買主が手芸品について3つの売買契約を締結した。

The seller performed all its obligations to deliver the goods in accordance with the contract, but the buyer delayed part of the payment for the goods despite repeated reminders from the seller.

売主は物品の引渡義務のすべてを契約に従い履行したが、買主が、売主からの度重なる催促にもかかわらず、物品の支払いの一部を遅滞した。

The seller applied for arbitration and requested the Arbitration Tribunal to order the buyer to pay the sum owed, with interest, the arbitration fees and other related fees.

売主は仲裁を申し立て、利息を含む未払額、仲裁費用とその他の関係費用の支払いを買主に命じることを仲裁廷に対して請求した。

In view of the fact that the places of business of the parties were in States Parties to CISG, and the parties had not opted out of the Convention in the contract, the Tribunal held that the dispute should be governed by the Convention.

両当事者がCISGの締約国に営業所を有していたこと、および、両当事者は契約中で本条約の適用を排除していなかったという事実に鑑みて、仲裁廷はこの紛争に本条約が適用されると判断した。

The Tribunal found that the seller had delivered to the buyer the goods covered by the contract, and that the buyer had taken delivery.

仲裁廷は、売主が契約の対象となっている物品を買主に引き渡したこと、および、買主が引渡しを受領したことを認定した。

The Tribunal held that, under articles 53 and 62 of the Convention, the seller had a right to demand that the buyer pay the sum owed; under article 78 of the Convention, the seller was also entitled to interest on the money owed by the buyer.

仲裁廷は、条約の53条と62条に基づき、売主は買主に対し未払金を請求する権利があること、そして、条約の78条に基づき、買主の未払金の利息を請求する権利も有すると判断した。

The Tribunal upheld the seller's request.

仲裁廷は売主の請求を認めた。