Article 59

The buyer must pay the price on the date fixed by or determinable from the contract and this Convention without the need for any request or compliance with any formality on the part of the seller.

Dispensing with formalities prior to payment of the price

1. Under article 59 the buyer must pay the price as soon as it becomes due without the need for any notice or compliance with any other formality by the seller. As a result, one decision has noted, if the buyer defaults on its obligation to pay the price the seller can resort to the remedies provided under the Convention, and without prior demand for payment. Furthermore, the interest provided for under article 78 begins to accumulate as soon as the price becomes due.

Dispensing with formalities prior to settlement of other monetary obligations

2. It has been asserted that article 59 embodies a general principle (within the meaning of article 7 (2)) that is valid for any and all monetary claims by one party to a sales contract against the other. Such claims would include those for restitution of the price following avoidance of the contract, for payment of compensation, and for repayment of sums expended for conservation of the goods (see articles 85-86). No decisions have yet addressed this issue.

Notes


2 CLOT case No. 281 [Oberlandesgericht Koblenz, Germany, 17 September 1993] (see full text of the decision).