

## Features of Business Language

A practical activity on the text of the  
*United Nations Convention on Contracts for the International Sale of Goods*  
**Part III. Sale of goods**  
 (Travail pratique sur le texte de la *Convention des Nations Unies*  
*sur les contrats de vente internationale de marchandises*  
 Troisième partie. Vente de marchandises)

*I. Match the words and expressions in the two columns:*

1	livraisons successives	A	breach of contract
2	un signe distinctif sur les marchandises	B	avoidance
3	contravention au contrat	C	instalments
4	défaut de conformité	D	hand over
5	l'exécution	E	markings on the goods
6	le produit de la vente	F	notice of the consignment
7	paiement du prix	G	to effect insurance
8	demander des dommages-intérêts	H	cure
9	avis de l'expédition	I	a lack of conformity
10	résolution	J	dispatch
11	perdre	K	payment of the price
12	réparer	L	deprive
13	tenir compte	M	claim damages
14	remettre	N	performance
15	somme due	O	make due allowance
16	faire l'expédition	P	arrears
17	souscrire une assurance	Q	the proceeds of sale

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**II. Fill in the blanks with one of the words and phrases enumerated below:**

- a. No period of grace may be granted to the seller by a court or arbitral tribunal when the buyer resorts to a remedy for **(1)** \_\_\_\_\_.
- b. A declaration of **(2)** \_\_\_\_\_ of the contract is effective only if made by notice to the other party.
- c. In the case of a contract for delivery of goods by **(3)** \_\_\_\_\_, if the failure of one party to perform any of his obligations in respect of any instalment constitutes a fundamental breach of contract with respect to that instalment, the other party may declare the contract avoided with respect to that instalment.
- d. The seller must deliver the goods, **(4)** \_\_\_\_\_ any documents relating to them and transfer the property in the goods, as required by the contract and this Convention.
- e. If the seller, in accordance with the contract or this Convention, hands the goods over to a carrier and if the goods are not clearly identified to the contract by **(5)** \_\_\_\_\_, by shipping documents or otherwise, the seller must give the buyer **(6)** \_\_\_\_\_, specifying the goods.
- f. If the seller is not bound **(7)** \_\_\_\_\_, in respect of the carriage of the goods, he must, at the buyer's request, provide him with all available information necessary to enable him to effect such insurance.
- g. If the seller has handed over documents before that time, he may, up to that time, **(8)** \_\_\_\_\_ any lack of conformity in the documents, if the exercise of this right does not cause the buyer unreasonable inconvenience or unreasonable expense.
- h. The buyer loses the right to rely on **(9)** \_\_\_\_\_ of the goods if he does not give notice to the seller specifying the nature of the lack of conformity within a reasonable time after he has discovered it or ought to have discovered it.
- i. If the contract involves carriage of the goods, the seller may **(10)** \_\_\_\_\_ the goods on terms whereby the goods, or documents controlling their disposition, will not be handed over to the buyer except against **(11)** \_\_\_\_\_.
- j. The buyer is not **(12)** \_\_\_\_\_ of any right he may have to claim damages by exercising his right to other remedies.
- k. If the contract is avoided and if, in a reasonable manner and within a reasonable time after avoidance, the buyer has bought goods in replacement or the seller has resold the goods, the party **(13)** \_\_\_\_\_ may recover the difference between the contract price and the price in the substitute transaction as well as any further damages recoverable under article 74.
- l. If prior to the date for **(14)** \_\_\_\_\_ of the contract it is clear that one of the parties will commit a fundamental breach of contract, the other party may declare the contract avoided.
- m. For the purposes of the preceding paragraph, the current price is the price prevailing at the place where delivery of the goods should have been made or, if there is no current price at that place, the price at such other place as serves as a reasonable substitute, **(15)** \_\_\_\_\_ for differences in the cost of transporting the goods.

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n. If a party fails to pay the price or any other sum that is in **(16)** \_\_\_\_\_, the other party is entitled to interest on it, without prejudice to any claim for damages recoverable under article 74.

o. A party selling the goods has the right to retain out of **(17)** \_\_\_\_\_, an amount equal to the reasonable expenses of preserving the goods and of selling them.

A. avoidance; B. markings on the goods; C. cure; D. breach of contract; E. the proceeds of sale; F. payment of the price; G. making due allowance; H. notice of the consignment; I. arrears; J. a lack of conformity; K. deprived; L. performance; M. instalments; N. to effect insurance; O. claiming damages; P. hand over; Q. dispatch

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### KEY

1	livraisons successives C	A	breach of contract
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1	D	breach of contract
2	A	avoidance
3	M	instalments
4	P	hand over
5	B	markings on the goods
6	H	notice of the consignment
7	N	to effect insurance
8	C	cure
9	J	a lack of conformity
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11	F	payment of the price
12	K	deprived
13	O	claiming damages
14	L	performance
15	G	making due allowance
16	I	arrears
17	E	the proceeds of sale