

*Article 13*

[Time of effect of offer; withdrawal of offer]

- (1) An offer becomes effective when it reaches the offeree.
- (2) An offer may be withdrawn if the withdrawal reaches the offeree before or at the same time as the offer. It may be withdrawn even if it is irrevocable.

## PRIOR UNIFORM LAW

ULF, article 5.

**Commentary**

1. Article 13 (1) provides that an offer becomes effective when it reaches<sup>1</sup> the offeree. Therefore, until that moment even though the offeree may have learned of the dispatch of the offer by some means, he cannot accept it.

2. For most purposes the rule as stated above is only of theoretical interest. However, it assumes practical importance if the offeror changes his mind after dispatch of the offer but prior to the time the offer reaches the offeree.

3. If the offeror withdraws the offer and the withdrawal reaches the offeree before or at the same time as the offer, the offer never becomes effective. Therefore, an offer which, once it became effective, would be irrevocable under article 14 (2), can nevertheless be withdrawn so long as the withdrawal reaches the offeree no later than the offer reaches him.

4. This distinction between withdrawal of an offer and revocation is of less significance if the offer is revocable under article 14(1) since a purported withdrawal which reached the offeree after the offer had reached him would be treated as a revocation. For the effect of the dispatch of an acceptance after the arrival of an offer but prior to the arrival of the revocation, see paragraph 4 of the commentary to article 14.

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<sup>1</sup> Article 22 contains a definition of the term "reaches".