

## PRIOR UNIFORM LAW

ULIS, article 50.

**Commentary**

1. Article 32 deals with the second obligation of the seller described in article 28, i.e., to hand over to the buyer any documents relating to the goods. The location of this article with the articles dealing with the delivery of the goods emphasizes the close relationship between the handing over of documents and the delivery of the goods.

2. The article does not itself list which documents the seller must hand over to the buyer. In addition to documents of title, such as bills of lading, dock receipts and warehouse receipts, the seller may be required by the contract to hand over certificates of insurance, commercial or consular invoices, certificates of origin, weight or quality and the like.

3. The documents must be handed over at the time and place and in the form required by the contract. Normally, this will require the seller to hand over the documents in such time and in such form as will allow the buyer to take possession of the goods from the carrier when the goods arrive at their destination, bring them through customs into the country of destination and exercise claims against the carrier or insurance company.

4. Article 32 does not limit the right of the seller to withhold the documents until paid by the buyer when the contract calls for payment against documents.<sup>1</sup>

*Article 32***[Handing over of documents]**

If the seller is bound to hand over documents relating to the goods, he must hand them over at the time and place and in the form required by the contract.

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<sup>1</sup> Article 54.