

*Article 10***[Form of contract]**

A contract of sale need not be concluded in or evidenced by writing and is not subject to any other requirements as to form. It may be proved by any means, including witnesses.

PRIOR UNIFORM LAW

ULIS, article 15.
ULF, article 3.

Commentary

1. Article 10 provides that a contract of sale need not be evidenced by writing and is not subject to any other requirements as to form.¹
2. The inclusion of article 10 in the Convention was based on the fact that many contracts for the international sale of goods are concluded by modern means of communication which do not always involve a written contract. Nevertheless, any administrative or criminal sanctions for breach of the rules of any State requiring that such contracts be in writing, whether for purposes of administrative control of the buyer or seller, for purposes of enforcing exchange control laws, or otherwise, would still be enforceable against a party which concluded the non-written contract even though the contract itself would be enforceable between the parties.
3. Some States consider the requirement that contracts for the international sale of goods be in writing to be a matter of important public policy. Accordingly, article 11 provides a mechanism for Contracting States to prevent the application of the rule in article 10 to transactions where any party has a place of business in their State.