

**CHAPTER II. GENERAL PROVISIONS****Article 6****[Interpretation of Convention]**

In the interpretation and application of the provisions of this Convention, regard is to be had to its international character and to the need to promote uniformity and the observance of good faith in international trade.

**PRIOR UNIFORM LAW**

ULIS, article 17.  
Prescription Convention, article 7.

**Commentary*****International character of Convention***

1. National rules on the law of sales of goods are subject to sharp divergencies in approach and concept. Thus, it is especially important to avoid differing constructions of the provisions of this Convention by national courts, each dependent upon the concepts used in the legal system of the country of the forum. To this end, article 6 emphasizes the importance, in the interpretation and application of the provisions of

the Convention, of having due regard for the international character of the Convention and for the need to promote uniformity.

*Observance of good faith in international trade*

2. Article 6 requires that the provisions of the Convention be interpreted and applied in such a manner that the observance of good faith in international trade is promoted.

3. There are numerous applications of this principle in particular provisions of the Convention. Among the manifestations of the requirement of the observance of good faith are the rules contained in the following articles:

— article 14 (2) (b) on the non-revocability of an offer where it was reasonable for the offeree to rely upon the offer being held open and the offeree acted in reliance on the offer;

— article 19 (2) on the status of a late acceptance which was sent in such circumstances that if its transmission had been normal it would have reached the offeror in due time;

— article 27 (2) in relation to the preclusion of a party from relying on a provision in a contract that modification or abrogation of the contract must be in writing;

— articles 35 and 44 on the rights of a seller to remedy non-conformities in the goods;

— article 38 which precludes the seller from relying on the fact that notice of non-conformity has not been given by the buyer in accordance with articles 36 and 37 if the lack of conformity relates to facts of which the seller knew or could not have been unaware and which he did not disclose to the buyer;

— articles 45 (2), 60 (2) and 67 on the loss of the right to declare the contract avoided;

— articles 74 to 77 which impose on the parties obligations to take steps to preserve the goods.

4. The principle of good faith is, however, broader than these examples and applies to all aspects of the interpretation and application of the provisions of this Convention.