

## SECTION II. TAKING DELIVERY

*Article 56*

## [Obligation to take delivery]

The buyer's obligation to take delivery consists:

- (a) in doing all the acts which could reasonably be expected of him in order to enable the seller to make delivery; and
- (b) in taking over the goods.

## PRIOR UNIFORM LAW

ULIS, article 65.

**Commentary**

1. Article 56 describes the second obligation of the buyer set out in article 49, i.e., to take delivery of the goods.

2. The buyer's obligation to take delivery consists of two elements. The first element is that he must do "all the acts which could reasonably be expected of him in order to enable the seller to make delivery." For example, if under the contract of sale the buyer is to arrange for the carriage of the goods, he must make the necessary contracts of carriage so as to permit the seller to "[hand] the goods over to the first carrier for transmission to the buyer".<sup>1</sup>

3. The buyer's obligation is limited to doing those "acts which could reasonably be expected of him". He is not obliged to do "all such acts are necessary in order to enable the seller to hand over the goods", as was the case under ULIS.<sup>2</sup>

4. The second element of the buyer's obligation to take delivery consists of his "taking over the goods". This aspect of the obligation to take delivery is of importance where the contract calls for the seller to make delivery by placing the goods at the buyer's disposal at a particular place or at the seller's place of business.<sup>3</sup> In such case the buyer must physically remove the goods from that place in order to fulfil his obligation to take delivery.<sup>4</sup>

<sup>1</sup> Article 29 (a). Cf. article 30 (2).

<sup>2</sup> ULIS, article 65.

<sup>3</sup> Article 29 (b) and (c).

<sup>4</sup> Cf. the buyer's obligation under article 75 (2) to take possession on behalf of the seller of goods which have been dispatched to and have been put at the disposal of the buyer at the place of destination and in respect of which the buyer has exercised his right to reject.