

Fundamental Breach
Considering Non-Conformity
of the Goods

Beiträge zum Internationalen Wirtschaftsrecht Contributions on International Commercial Law

herausgegeben von Professor Dr. Klaus Peter Berger, LL.M., Köln

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Fundamental Breach Considering Non-Conformity of the Goods

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Preface

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Index of Abbreviations

a.M.	am Main
ABA	American Bar Association
AFTD	American Foreign Trade Definitions
AG	Amtsgericht (German District Court)
ALI	The American Law Institute
Am. J. Comp. L.	American Journal of Comparative Law (Periodical, USA)
Am. J. Int'l L.	American Journal of International Law (Periodical, USA)
Ariz. J. Int'l & Comp. L.	Arizona Journal of International and Comparative Law (Periodical, USA)
Art(.)	Article
BB	Betriebs Berater (Periodical, Germany)
BBl	Bundesblatt
Bd.	Band (Volume)
BDU	Bulk Delivery Unit
BGH	Bundesgerichtshof (German Federal Court of Justice)
Bus. L.R.	Business Law Review (Periodical, USA)
Bus. Law.	The Business Lawyer (Periodical, USA)
C.O.	Swiss Code of Obligations
CBOT	Chicago Board of Trade
CE	Conformité Européenne
CECL	Commission on European Contract Law
CFR	Cost and Freight (INCOTERM)
CFTC	Commodities Futures Trading Commission
CH	Confoederatio Helvetica (Switzerland)
Chi. J. Int'l L.	Chicago Journal of International Law (Periodical, USA)
CIETAC	China International Economic and Trade Arbitration Commission
CIF	Cost, Insurance and Freight (INCOTERM)
CIP	Carriage and Insurance Paid to (INCOTERM)
Cir.	Circuit
CISG	United Nations Convention on Contracts for the International Sale of Goods

CISG-AC	Advisory Council of the United Nations Convention on Contracts for the International Sale of Goods
CNF	Cost and Freight
Cornell Int'l L.J.	Cornell International Law Journal (Periodical, USA)
CPT	Carriage Paid to (INCOTERM)
DAF	Delivered at Frontier (INCOTERM)
DDP	Delivered Duty Paid (INCOTERM)
DDU	Delivered Duty Unpaid (INCOTERM)
DEQ	Delivered ex Quay (INCOTERM)
DES	Delivered ex Ship (INCOTERM)
DZWir	Deutsche Zeitschrift fuer Wirtschaftsrecht (Periodical, Germany)
e.g.	exempli gratia (for example)
EAG	Einheitliches Gesetz ueber den Abschluss von internationalen Kaufverträgen ueber bewegliche Sachen vom 17.7.1973
ECOSOC	United Nations Economic and Social Council
ed(s).	editor(s)/edition
EFP	Exchange of Futures against Physicals
EGBGB	Einfuehrungsgesetz zum Buergerlichen Gesetzbuch (Introductory Act to the German Civil Code)
EKG	Einheitliches Gesetz ueber den internationalen Kauf beweglicher Sachen vom 17.7.1973
ERA	Einheitliche Richtlinien und Gebräuche fuer Dokumenten Akkreditive
et al.	et alteri/et alii/et alterae/et aliae (and others)
et seq.	et sequens (and the following one)
EXW	Ex Works (INCOTERM)
FAS	Free Alongside Ship (INCOTERM)
FCA	Free Carrier (INCOTERM)
FDA	Food and Drug Administration
FOB	Free on Board (INCOTERM)
FS	Festschrift
GM	genetically modified
HGB	Handelsgesetzbuch

i.e.	id est
ICC	International Chamber of Commerce (Paris)
IHR	Internationales Handelsrecht (Periodical, Germany)
INCOTERMS	International Rules for the Interpretation of Trade Terms, ICC, Publ. No. 350
Int'l Bus. L.J.	International Business Law Journal/Revue de Droit des Affaires Internationales (Periodical, France)
Int'l Law.	The International Lawyer (Periodical, USA)
IPRax	Praxis des Internationalen Privat und Verfahrensrechts (Periodical, Germany)
ISO	International Organization of Standardization
J. L. & Com.	Journal of Law and Commerce (Periodical, USA)
JBl	Juristische Blätter (Periodical, Austria)
JuS	Juristische Schulung (Periodical, Germany)
La. L. Rev.	Louisiana Law Review (Periodical, USA)
LDU	Large Delivery Unit
LG	Landgericht (German Regional Court)
MA	Massachusetts
N. L.J.	New Law Journal (Periodical, GB)
N.D.	Northern District
NCCUSL	The National Conference of Commissioners on Uniform State Laws
NFTC	National Foreign Trade Council, Inc.
NJCL	Nordic Journal of Commercial Law (Periodical, Finland)
NJW	Neue Juristische Wochenschrift (Periodical, Germany)
No.	Number
Nr.	Nummer (Number)
NW J. Int'l L. & Bus.	Northwestern Journal of International Law and Business (Periodical, USA)
NYBOT	New York Board of Trade
NYMEX	New York Mercantile Exchange
O.R.	Official Records
OJ	Official Journal of the European Union

OLG	Oberlandesgericht (German Higher Regional Court)
p./pp.	page(s)
Pace Int'l L. Rev.	Pace International Law Review (Periodical, USA)
para(s)	paragraph(s)
PECL	Principles of European Contract Law
Publ.	Publication
RabelsZ	Rabels Zeitschrift fuer ausländisches und internationales Privatrecht (Periodical, Germany)
RIW	Recht der Internationalen Wirtschaft (Periodical, Germany)
S.D.	Southern District
SDU	Standard Delivery Unit
Secretariat Commentary	Commentary on the Draft Convention on Contracts for the International Sale of Goods, prepared by the United Nations Secretariat, UN DOC. A/CONF. 97/5, O.R. pp. 14-66
SJZ	Schweizerische Juristenzeitung (Periodical, Switzerland)
Temp. Int'l & Comp. L.J.	Temple International and Comparative Law Journal (Periodical, USA)
U.S./USA	United States of America
UCC/U.C.C.	Uniform Commercial Code
UCP	Uniform Customs and Practice for Documentary Credits
ULIS	Uniform Law on the International Sale of Goods
UN	United Nations
UNCITRAL	United Nations Commission on International Trade Law
UNCTAD	United Nations Conference on Trade and Development
UNIDROIT	Institut International pour l'Unification du Droit Privé / International Institute for the Unification of Private Law
USDA	United States Department of Agriculture

v.	von
VJ	The Vindobona Journal of International Commercial Law and Arbitration (Periodical, Austria)
VJIL	Virginia Journal of International Law (Periodical, USA)
Vol.	Volume
VUWLR	Victoria University of Wellington Law Review (Periodical, New Zealand)
WiB	Wirtschaftsrechtliche Beratungspraxis (Periodical, Germany)
WiRO	Wirtschaftsrecht in Osteuropa (Periodical, Germany)
WKR	Wiener Kaufrecht (Vienna Sales Convention)
WTO	World Trade Organization
ZEuP	Zeitschrift fuer Europäisches Privatrecht (Periodical, Germany)
ZIP	Zeitschrift fuer Wirtschaftsrecht (Periodical, Germany)

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