



U VERWEYEN, V FOERSTER AND O TOUFAR

HANDBUCH DES INTERNATIONAL-EN WARENKAUFS UN-KAUFRECHT (CISG)

Richard Boorberg Verlag; Stuttgart; 2007; 312 p; ISBN 9783415037847; price €159 (hard bound) plus CD-Rom

This book is aimed at practitioners dealing with international sales agreements governed by the UN Convention on Contracts for the International Sale of Goods of 1980 as well as students and young jurists who want to acquaint themselves with this area of the law (15). It consists of two parts: the textbook that contains a general explanation of the convention and its practical application and a CD-Rom (a so-called toolbox). The discussion of the convention is done in a basic and straightforward way and does not profess to be an academic commentary on the convention. The CD-Rom is supplementary to the textbook and, it is said, contains additional text information regarding the drafting of contracts as well as, what the authors call "boilerplates" (which in essence amounts to standard terms and conditions or rather in our terminology "templates") and additional tools for problem solving purposes. Unfortunately, the CD-Rom in the cover of this book was physically damaged and could not be accessed. The preface to the book indicates that the CD-Rom contains checklists, clauses, examples of contracts and general terms and conditions in both German and English. In addition it contains information on the application and non-application of the convention; a "loophole" tool; basic risk analysis of countries which seems to be related to legal risks; web links to current jurisprudence relating to the convention; and a so-called e-learning tool. Most of the material on the CD-Rom is not covered in the textbook and it is thus a pity that I cannot comment on its content or usefulness.

Although South Africa is not a signatory to the convention, article 1 of the convention allows contracting parties (even if their governments are not members of the convention) if they comply with the other requirements for the application of the convention, to subject their contract to the convention by means of a choice of law clause. More South African lawyers should take cognisance of this fact. This book could thus be useful for South African lawyers who needs to be introduced to the CISG in a not too academic way.

EC SCHLEMMER

University of South Africa