

International and European Business Law
by Schulze / Lehmann

Commercial Law

Article-by-Article Commentary

Mankowski



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edited by

Peter Mankowski

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Preface

Cross-border trade substantially fosters the wealth of nations. Today it is a multi-trillion euros business. Cross-border dealings are in particularly dependent on reliable rules and legal certainty. Legal ramifications and a dependable legal framework are thus of the absolute essence. Commercial law is the branch of the law called upon to perform this task. In a cross-border, and that is: in a truly international context, this poses a particular challenge. Not surprisingly, international commercial law has become the main field of international legal unification. The commercial needs involved are all too pressing and too real to be ignored or neglected. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is said to be the greatest success of substantive uniform law. The law of carriage of goods or passengers comes a close second if not an equal-ranked first. Beneath and besides this unification of law between States another level of 'private codifications' has developed over the last decades. Its most prominent protagonists are the Incoterms, the Uniform Customs and Practices for Documentary Letters of Credit (UCP) and the UNIDROIT Principles on International Commercial Contracts (PICC). The ensuing panorama is both complex and fascinating. Its fascination also stems from the manifold interfaces and interactions between the various sub-branches of commercial law.

The common denominator of the present volume can be described fairly easily and comprehensibly: cross-border transactions concerning goods. In this, "concerning goods" has to be understood in a broad, untechnical sense. First, goods can be sold. Hence the CISG, the Limitation Convention, and the Incoterms®. Second, goods must be carried and transported cross-border. Hence the CMR, the Montreal Convention, the CMNI, and the CIM. Functionally, transport is often part of the commercial sale transaction. Transport law renders auxiliary services to the sale of goods. Third, transactions must be financed. Hence the UCP and – *cum grano salis* – the Cape Town Convention. Fourth, goods must be marketed. Hence the Commercial Agents Directive. To this blend some elements are added from the quarters of general contract law, namely the UNIDROIT Principles (PICC, also known as UPICC) and the Late Payment Directive.

The present volume attempts at exerting the particular strength of a combined commentary covering at least the major sub-branches of commercial law. It ventures at an 'all-in-one' effort. The team assembled displays the virtue of genuine internationality. Accomplished authors from Germany, Austria, Switzerland and Italy to Australia and New Zealand have joined forces. May their effort capture the readers' (and hopefully users') benevolence!

Hamburg, October 2018

Prof. Dr. Peter Mankowski

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