DEFINING THE BORDERS OF INTERNATIONAL CONTRACT LAW:
THE CISG AND REMEDIES FOR FRAUDULENT, NEGLIGENT OR INNOCENT MISREPRESENTATION

Villanova, 18 January 2013

Prof. Dr. Ulrich G. Schroeter
University of Mannheim
Germany
OUTLINE

I. Introduction

II. Defining the Borders of the Sales Convention: A novel two-step approach
   1. Traditional approaches
      a) Art. 4 CISG (and its limited guidance)
      b) Dogmatic categories: contract v. tort, etc.
   2. The two-step approach

III. Demonstrating its practical application: Domestic remedies for misrepresentation
   1. Innocent misrepresentation
   2. Negligent misrepresentation
   3. Fraudulent misrepresentation

IV. Conclusion
THE TWO-STEP APPROACH

A domestic rule is only displaced by the Convention if

– it is triggered by a **factual situation** that the Convention also applies to (the „factual“ criterion)

and

– it pertains to a **regulatory matter** also governed by the Convention (the „legal“ criterion).
THANK YOU FOR YOUR ATTENTION

Prof. Dr. Ulrich G. Schroeter
Chair for Private Law, International Corporate Law and European Business Law
University of Mannheim
Schloss Westflügel, 68131 Mannheim, Germany
Phone + 49 (621) 181 1589
ulrich.schroeter@uni-mannheim.de
www.ulrichschroeter.de