

Delivery of Goods on International Sales

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Abstract

Commitment to delivery of goods that are addressed in the materials 30 to 44 of the International Sale convention is a fundamental obligation of the seller that Article 30 stipulates that the seller must deliver the goods, hand over any documents relating to them and transfer the property in the goods, as required by the contract and this Convention. According to this article we can be divided sale person in three categories: Transfer the property of the goods, Delivery of the Goods, Handing over of Documents.

Two other obligations that are not expressly stated in this article and during other material during the Convention (Articles 35 and 41) are mentioned and they should also be added to the vendor obligations are included: "Conformity of the Goods and the product immunity from claims of third parties which the following discussion will be addressed and finally transfer Of Risk which in many cases is to give the product will be a close relationship.

Keywords: delivery of the goods, international sale, conformity of the goods, transfer of risk

1. Introduction

International trade development creates special challenges for developing countries. Some of these conditions can be found due to the complex legal status of international trade the range of interrelations between national legislation and international accepted rules for trade relations. We are also not excluded from this general rule and with population growth and economic activity in our country we make broader industrial and commercial relations with other countries. Trade relations if preserves the interests of the country and the people that carried with full knowledge of the conditions and dominate to regulations governing the transactions. As a result, entrepreneurs familiar with standards and legal concepts that have the exclusively international character are needed.

Delivery is one of the most important and underlying principles in any foreign sales agreement which unfortunately is often not considered exactly such an important issue in most cases. Delivery and effect of it in the most international trade contract have vital key, especially in the contracts that is needed to transform the goods. The direct effect on transfer the property of the goods and transfer of risk, compensation before and after the delivery, exchange of documents and payment of the consideration and object of sale underlines its significance. From the perspective of by either partner delivery has its own special place. On the one hand Seller demand more freedom about the terms and conditions of delivery and on the other hand buyer demand greater certainty of delivery or deliver the goods in terms of quantity and quality of the product and match the traditional situations that in this context, documents or other documents related to the product order is important (Baqerchiyan, 2010).

The path of international business development, the United Nations, in particular through the International Law Commission trade has made a great effort for coordination, thus reducing or eliminating the legal obstacles particularly those have affected the developing countries. One of the best efforts in this field is the International Convention on the sale of goods which was formulated in 1980. The International Chamber of Commerce since the beginning from 1919 draw up detailed rules for international trade that is acceptable to everyone. International rules for the interpretation of international trade terms that called abbreviated "Incoterms" are the most well-known examples of the Institute's efforts in this field. Incoterms 1936 has been developed for the first time, so now has gone through many changes and has published several versions of it. Incoterms 2000 is the last one.

Organize the delivery the goods process in international transactions is one of the most important goals of

lawyers and international organizations, therefore, the world's leading lawyers in the International Sale of Goods Convention (1980) decided to make provisions that are executive contracts as possible and put the task to the sellers to the extent possible, be committed goods deliver to buyer which they have made a commitment with the terms of the contract features (kiaei, 1997(a)).

2. The Explaining of Delivery Subject

One of the commitments made in the contract of sale, the seller is obliged to do so is a delivery sale to customer. In fact, while sales not delivered to the buyer, we cannot consider finishing the sale. In addition to the element as "delivery" is applied in the contract of sale, probably changes that occur before and transform the fate of sale. For this purpose deliver the goods to the customer are including vendor commitments (Article 30 of the Convention). In French law, the obligation to delivery vendor sales expressed the following material of 1603 civil law. In accordance with Article 1604 French Civil Code, delivery is giving the object of sale to costumer or deliver the object of sale to costumer so deliver had popular concept and is not exclusive to handing over. Then this Convention agrees to the French law for this reason, but it is different from the other direction this means that any failure to comply will be considered as a breach of the obligation of delivery and followed sanction for breach of contract. While the Convention on the necessity to adjust the product with the contract is an independent obligation to vendor and do not constitute a commitment to deliver the goods (Safai, 2013).

In English law, the concept of delivery is accepted and according to the law of sale of goods in 1979, delivery of goods includes that the vendor physically capture the product to client or is symbolize delivery that with delivery the document get the ownership of the goods to the customer or other means of delivering the goods to the vendor's control or a third party that the goods is at his disposal (captured) announce who holds the goods on behalf of the client so put to the customer and realize his domination to the product also ate the instances of delivery. So in order to English law is similar to the convention. Of course, delivery in international trade of goods is not subject to the usual formalities of taking delivery and handing over for this reason, the exchange of instruments practically been replaced by the subject of sales and the sales transaction, but issues related to submission (delivery) and delivery are special importance (especially in the event of a dispute) and because it is the legal effect that the legislator various positions, whether national legislation or in international conventions it has complete surprise.

In accordance with Article 30 of the Convention implementing the sales contract implies that the seller transfer the ownership of the goods to the buyer (transfer of ownership) and goods sold deliver to the buyer (deliver the goods), deliver the goods have special effects on the transfer of ownership and liability of their respective rights that of course to the law governing the contract and legal systems and have different effects. In some legal systems by signing contracts transferred ownership of the goods to the buyer provided that the goods under the contract is sufficiently clear. In other systems until the product is not delivering to buyer or not given him the opportunity to do so it does not transfer ownership of the goods are fully. Then the issue of liability transfer and related services as an integral part of the transfer of ownership is important. May be the moment when ownership of the goods is transferred and the moment that product liability risks are transferred from seller to buyer not compatible with each other¹.

So if in the contract of sale is preserved ownership of the goods until full payment of its price for the seller the buyer, although may have the goods do not owner and ownership of the goods belong to the seller. If the goods prior to receipt of the price it is sold and deliver the seller often tries to guarantee own debt by inserting the provision in the contract which the transfer of ownership of the goods only depends on the price that would be collected. The effectiveness and reliability of this condition for contracting parties and with respect to third parties are significant differences between different systems.

Even though delivery of goods is a fundamental obligation of the seller and the buyer, the convention did not give a definition of it. Some commentators have defined it as a delivery means any type of action that permit the buyer took the goods under occupation and domination (B. Audit, 1990). In Iranian law, in accordance with paragraph 3 of Article 362 of the Civil Code: delivery is delivering the object of sale to costumer somehow solvent is one of the possessions and profit. Of Article 31 of the Convention can be derived international sales the delivery includes not only deliver the goods to the buyer (to capture him now), it also includes case the goods are placed at his disposal. In other words, what can be derived from Article 31 of the Convention that deliver is to capture the customer's object of sales and was provided the object of sales to customers. This subject can be deduced from the 365 and 368 Civil code.

¹ United Nations Convention on Contracts for the International Sale of Goods, 1980,

3. The Legal Nature

Delivery should be survey how to separate the sales hypothetical object or innocence or the judgment. In the case of the object of sale if it was the foreign same delivery has not the independent aspect and just has instrumentality and debt on the contrary of delivery is not legal action.

Some jurists have regarded these as explained above subject if fulfillment of obligation is not pursuant to the acquisition or transfer it is merely a judicial practice that its realization will not need to have committed essay such as the obligation of delivery is also given to the obligee in this case, with delivery the property to its owner, the obligation is annulled.

However obligee will not be committed. In which case the property delivery to the owner when known as commitment that accomplished with writing. Thus, when tenants before the expiry of the lease term, deliver to the owner, without waiver or fulfillment of obligation that will have to delivery to fulfill that promise is realized and he or she can withdraw mentioned thing itself from the owner in order to regain their rights.

Some of the lawyers with recalling that the delivery is not an independent legal action and they have not need to permission and will of the seller (commitment) in this regard refereed to Article 374 of the Civil Code, which provided that in delivery is not need to seller's permission and costumer can without seller's permission get the thing itself.

Deliver of total debt or total given also is not independent legal acts, but in this case have been granted on condition that:

For the buyer to take possession of the object of sale must be specified person outside so while in certain sales if the seller is not an obstacle in the way of seizing the buyer, he can take control the object of sale without the permission of the seller, Also on the assumption that the object of sale is general but the seller or originated has given its person.

Some others believe that the obliger delivery if is total debt in terms of rational analysis is a new deal and such transfer is the external object because the total that is obliger have many people from outside that obliger is obliged to deliver of them and can choose any of the people in general to deliver them and choice alone people would not comply but also it should be delivered to covenantee and he delivery it.

It is said that the ownership in general sales is achieved when the object of sale delivery to the buyer and not when the time of contract contrary to what is on the external object, therefore make obligation in fact is a judicial practice if the total covenantee case is debt, of course lawyers asserted that if the delivery object of sale is external object no aspect of sovereignty and merely has instrumentality aspect and is for get what have been transferred to another by the parties to the transaction. Therefore, by order of article 373 of the Civil Code: if the object of sale (external) was already in possession of costumer and no need to new delivery because it achieved of delivery purpose, but if object of sale is in the external object, in general, the object is a certain amount equal details (Alsanhoury).

4. Types of Delivery

4.1 The Actual Delivery

Article 467 of the Civil Code has provided a definition of delivery is the same as real or practical delivery. It means that actual delivery achieved by placing the object of sale in possession the customer. So that no obstacle and hurdle of solvent of capture and profit from it, although physically does not conquered of it provided that the customer is aware of it.

First, the object of sale puts into possession the customer or by his deputy so that the customer is able to take possession in the object of sale and get the benefit of it without any annoying and restriction. Of course customer does not have to be physically hegemony on object of sale, but there needs to be so custome knows he or she as possessor the property. The second element of delivery is that property to be placed under the authority of the promisee who has ability to take possession and profit of delivery case, this element will vary according to circumstances (Safai,2013).

Sometimes based on established costume there is no need to consider the covenantee that the property take on to he or she and sometimes this type pf delivery is not enough and covenantee should be aware by obligee delivery circumtent. How awareness may be different in different cases sometimes was aware he or she hust when delivery sometimes before delivery, meanwhile the contract or after on aware of mutual consent of the parties. However, for that to happen an effective delivery the customer should be aware that the object of sale have been available to him or her.

4.2 Delivery of Judgment

As mentioned, actual delivery is done through material practice, but sometimes delivery is considered intense by mutual consent of the parties or that the actual situation arises after the sale and before delivery that the seller's obligation to deliver the object of sale is considered intense this type of delivery is delivery of judgment. Delivery of judgment may be done in different ways, sometimes the object of sale in the possession of the customer before concluding a sale.

In this case, under Article 373 of the Civil Code that says: If the object of sale has already been in possession of the customer does not require to new debt, there is no need to surrender re-the object of sale. Thus, when the object of sale is the same as certainty and before the sale takes place, for example, the same as tenant or the beneficial rights or loan and deposit or mortgage, etc., is in possession of the customer. After the sale will not require new debt. In this case, in fact, possess a spiritual element is changed due to contract and capture customer the object of sale that before the contract has been escrow possession since then becomes as equity. In right with regard to 373 civil code can be said that no need to re-debt and permission is not different the costumer former possession is the object of sale trust possession or with usurpary as debt here have instrumentality unlike cases where the taking possession is the condition for the validity contract (Such as sale only).

Another mode of delivery of legal cases is that costumer before taking possession waste sold goods or cause to be wate that this situation is taking possession (Kiaei, 1997(b)).

In general, we can be said what in delivery important are:

Date of delivery

The place of delivery

Document delivery

5. The Place of Delivery

Regarding to delivery of the goods Article 31 of the Convention states:

If the seller is not bound to deliver the goods at any other particular place, his obligation to deliver consists:

- (a) If the contract of sale involves carriage of the goods—in handing the goods over to the first carrier for transmission to the buyer;
- (b) If, in cases not within the preceding subparagraph, the contract relates to specific goods, or unidentified goods to be drawn from a specific stock or to be manufactured or produced, and at the time of the conclusion of the contract the parties knew that the goods were at, or were to be manufactured or produced at, a particular place—in placing the goods at the buyer's disposal at that place;
- (c) In other cases—in placing the goods at the buyer's disposal at the place where the seller had his place of business at the time of the conclusion of the contract.

If the seller, in accordance with the contract or this Convention, hands the goods over to a carrier and if the goods are not clearly identified to the contract by markings on the goods, by shipping documents or otherwise, the seller must give the buyer notice of the consignment specifying the goods.

If the seller is bound to arrange for carriage of the goods, he must make such contracts as are necessary for carriage to the place fixed by means of transportation appropriate in the circumstances and according to the usual terms for such transportation.

If the seller is not bound to effect insurance in respect of the carriage of the goods, he must, at the buyer's request, provide him with all available information necessary to enable him to affect such insurance.

During the three modes Convention determine the place of delivery, a) if the contract of sale involves carriage of the goods—in handing the goods over to the first carrier for transmission to the buyer;

- (b) If, in cases not within the preceding subparagraph, the contract relates to specific goods, or unidentified goods to be drawn from a specific stock or to be manufactured or produced, and at the time of the conclusion of the contract the parties knew that the goods were at, or were to be manufactured or produced at, a particular place—in placing the goods at the buyer's disposal at that place;
- (c) In other cases—in placing the goods at the buyer's disposal at the place where the seller had his place of business at the time of the conclusion of the contract.

Vienna Convention and Incoterms in terms of a concept to provide a minimum level of delivery based on that

seller can in own place trades deliver the goods to the buyer or his legal representative. While for the withdrawal of the product from the country the buyer is obliged to pay customs fees, insurance, taxes and other items and as long as these costs are not paid he or she can transfers their goods to other countries. The situation with the concept of delivery Shiite jurists who dominate and transcend the delivery condition they are in conflict. On the other hand the concept is of the necessities of international trade and simply cannot be passed of it. This is why that it seriously discussed and investigated in law and conventions and rules of origin with these topics that first the concept has not been established to terms Muslims juristic and canonical truth delivery so the literal meaning of mysticism is the criterion. So if the custom delivery to deprive the obligation of the seller to know, from the perspective of law are respected and aborting the responsibility of the seller to deliver. Secondly, with the precise rules, including Article 92 of the Convention and the groups of Incoterms is not intended the discussion of delivery concept, but these rules more monitoring the delivery locative of goods that finally, if there is a specific agreement between dealers, delivery can be in the business seller location.

In French law, under Article 1609 of the Civil Code as a general rule, delivery sales in the contract of sale are located where the sales take place, but in other locations may be about by mutual consent.

By terms rights America, the place of delivery is the seller's place of business unless otherwise have the condition; and if the seller does not trade places his/ her residence be consider as delivery place. Unless the parties know that sales is in another location in which case it is location will be delivery place. From the perspective of English law, where to delivery goods depends on the conditions of contract and if about it is not mentioned in the contract runs sale act. The seller can limit the cost of their delivery to the minimum possible (Mollaei Kandeloos, 2013).

For this purpose he/she is committed to the product in a way that is accessible to the buyer that maintain it or may agree which deliver to mentioned buyer or to third parties for example, warehouse or small buyer.

6. Date of Delivery

In regard to the time of delivery the Convention in Article 33 states that:

The seller must deliver the goods:

- (a) If a date is fixed by or determinable from the contract, on that date;
- (b) If a period of time is fixed by or determinable from the contract, at any time within that period unless circumstances indicate that the buyer is to choose a date; or
- (c) In any other case, within a reasonable time after the conclusion of the contract

The first and most common form in about delivery is that the date is fixed by or determinable from the contract, the second form is a period of time is fixed by or determinable from the contract, at any time within that period and this period was determined based on the nature of the goods and available and ready to be or not.

In regard to delivery before date object of sale maybe imagine this idea is beneficial to the seller and he / she can obligate the contract. But this rule is not absolute and may be date of delivery is important for both sides. Including preterm delivery may cause problems for the buyer. Since the product is not insurance or packaging or customer may be obliged to pay the price at the time of delivery sales and be required to pay the price in advance and for example sales warehouses is not ready for storage. For this reason, paragraph 1 of Article 52 of the Convention provides that if the seller delivers the goods before the date fixed, the buyer may take delivery or refuse to take delivery. But it should be noted that in case the customer refuses to accept the object of sale before date of delivery; vender is required to return the product to paragraph 2 of Article 86 in this regard says: If goods dispatched to the buyer have been placed at his disposal at their destination and he exercises the right to reject them, he must take possession of them on behalf of the seller, provided that this can be done without payment of the price and without unreasonable inconvenience or unreasonable expense....

In French law the delivery must be made in specified date in the contract and if was not determined date of delivery the buyer can request that object of sales deliver to he or she immediately. Of course, all of them is if observance of the right of lien seller (Safai, 2013).

In American law also if each other party to the transaction as they did not by mutual consent object of sale delivey must be done in a reasonable time. Means that the seller must deliver the goods in a reasonable time and delivers to the customer so the customer to be able to taking possession the sales at that time. Here reasonable time depends on the practices and is determined according to the circumstances of the contract.

In English law on the date of deliver to be specified explicitly or implicitly the seller must deliver the object of sale in determined date. If this date is not specified the seller must deliver the object of sale in a reasonable time.

7. Document Delivery

A sales agreement should clearly determine the particular item sold. If the mentioned goods are not clearly specified, the contract cannot be enforced. If only one type of product sold or the criteria for determining the value and quantity of the item should be included in the contract and quality of a commodity that is delivered must conform quality described in the contract and time the transaction is done through the provision of samples to buyer goods delivered must comply with the sample.

If in contract product quality is not specified commodity that is delivered with the quality standards that are generally in the law applicable to the contract stipulated equality. These rules were different in various legal systems and in addition can not be found in the codified law. As a general rule, it can be stated the goods delivered must be appropriate to the purpose for which it is sold or for a purpose that would make a good fit with the attributes usually considered. Unless otherwise agreed to be present (Tray in civil rights, 1959).

On the one hand, paragraph 14 of Article 201-1 UCC commercial documentation documents submitted in connection with ownership of the goods and securities, to capture the voluntary defined, but in Article 502-2 talk about the delivery object of sales So it seems that the UCC is accepted the same general concept of delivery but so that goods accordance also are of delivery function or separate obligate it seems that the UCC has been recognized as an independent obligation. In Article 508-2 states that Where any tender or delivery by the seller is rejected because non-conforming and the time for performance has not yet expired, the seller may seasonably notify the buyer of his intention to cure and may then within the contract time make a conforming delivery.

8. Delivery Costs and Vender Consequential Obligations in the International Covenant on Sale

Article 32 convention states about various obligate of vendor of carrier the goods:

(1) If the seller, in accordance with the contract or this Convention, hands the goods over to a carrier and if the goods are not clearly identified to the contract by markings on the goods, by shipping documents or otherwise, the seller must give the buyer notice of the consignment specifying the goods. 10 United Nations Convention on Contracts for the International Sale of Goods.

(2) If the seller is bound to arrange for carriage of the goods, he must make such contracts as are necessary for carriage to the place fixed by means of transportation appropriate in the circumstances and according to the usual terms for such transportation.

(3) If the seller is not bound to effect insurance in respect of the carriage of the goods, he must, at the buyer's request, provide him with all available information necessary to enable him to effect such insurance.

9. Transfer Exchange Liability

9.1 The Concept of Exchange Liability

As long as the goods are sold so deliver to the firm of buyer (Especially in the contracts that vendor and customer are in two separate states) the goods may be faced with risks such as sinking ships or cargo theft and even maybe in the meantime the goods lost or incomplete. Now the question is who should bear the risks and losses, vendor or customer? Depending on the date of transfer of goods to the customer guarantee when we know the answer to that question is different. In addition to the liability it is waste and defects Located in accidents that cannot be attributed to the vendor or customer otherwise, if the defect or injury as a result of a breach of such is the vendor area, however, after the transfer of liability, the vendor would charge. This resolution clearly expressed in articles 36 and 66 of the Vienna Convention (Eighteen right scientists of prestigious universities of the world, 1980).

9.2 Transfer of Liability by Conclusion of the Contract

The basic rule in Article 68 of the Convention provides that the risk in respect of goods sold in transit passes to the buyer from the time of the conclusion of the contract. However, if the circumstances so indicate, the risk is assumed by the buyer from the time the goods were handed over to the carrier who issued the documents embodying the contract of carriage. Nevertheless, if at the time of the conclusion of the contract of sale the seller knew or ought to have known that the goods had been lost or damaged and did not disclose this to the buyer, the loss or damage is at the risk of the seller.

10. Object of Seller Delivery Avoided Effect

10.1 Avoided

(1) The buyer may declare the contract avoided:

(a) If the failure by the seller to perform any of his obligations under the contract or this Convention amounts to

a fundamental breach of contract; or

(b) In case of non-delivery, if the seller does not deliver the goods within the additional period of time fixed by the buyer in accordance with paragraph.

(1) Of article 47 or declares that he will not deliver within the period so fixed.

(2) However, in cases where the seller has delivered the goods, the buyer loses the right to declare the contract avoided unless he does so:

(a) In respect of late delivery, within a reasonable time after he has become aware that delivery has been made;

(b) In respect of any breach other than late delivery, within a reasonable time:

(i) After he knew or ought to have known of the breach;

(ii) After the expiration of any additional period of time fixed by the buyer in accordance with paragraph (1) of article 47, or after the seller has declared that he will not perform his obligations within such an additional period; or (iii) after the expiration of any additional period of time indicated by the seller in accordance with paragraph (2) of article 48, or after the buyer has declared that he will not accept performance.

10.2 Indemnification or Take Damage

Civil law did not foresee concerning the sale of special regulations on compensation in case of breach of contract by the parties, thus we must refer to the provisions non-compliance with the obligations contained in articles 226 to 230 of the Civil Code states. For this case that costumer takes damage from the seller, must be fulfilled some conditions.

These conditions are:

1) The non-fulfillment of the obligation by the seller:

To prove obligation it is necessary to realize two things: The first condition that is required for the realization of the responsibility of the seller in connection with the indemnification it is that appears the sale contract between demand (customer) and read (seller) has been concluded. The existence of a contractual relationship between the seller and the customer is a necessary condition for obtaining the responsibility of the seller does not deliver the object of sale but not sufficient condition.

The important thing is that when the seller does not fulfill his / her obligation, whether it is intentional lack of obligation, whether unintentional or due to negligence, realized the abuse of he or she. Article 227 of the Civil Code states that the party who fails to carry out the undertaking will only be sentenced to pay damages when is unable to prove that his failure was due to some outside cause for which could not be held responsible.

2) Prejudicing the immediate and prove it:

Non-fulfillment of obligations by the seller itself is not sufficient to establish responsibility in his relationship with compensation, but the client must prove that he / she losses and this loss is imported directly from non-fulfillment of obligations by the seller.

The court ruled that the compensation will be entered first loss really buyer second, the direct and immediate losses resulting from non-performance by the seller.

11. Conclusion

International product sales convention to protect the rights of the contracting parties, especially buyers, during Articles 31 to 34 within the scope of the duties of the seller's liability for the delivery of goods and Articles 35 and 41 of the obligation to comply with the contract specified goods and two have been separated from each other two obligations.

The general obligations of the seller are to deliver the goods, hand over any documents relating to them and transfer the property in the goods, as required by the contract and this Convention. The Convention provides - supplementary rules for use in the absence of contractual agreement as to when, where and how the seller must perform these obligations.

The Convention provides a number of rules that implement the seller's obligations in respect of the quality of the goods. In general, the seller must deliver goods that are of the quantity and description required by the contract and that are contained or packaged in the manner required by the contract. One set of rules of particular importance in international sales of goods involves the seller's obligation to deliver goods that are free from any right or claim of a third party, including rights based on industrial property or other intellectual property.

Delivery is two form one of them is real that perform with act and or it is legal delivery that is not accompanied by action.

References

- Alsanhoury, A. R. (n.d.). in civil rights, No. 310, pp 597-598.
- Audit, B. (1990). La vente internationale de Merchandises, L.G.D.J. Paris, No. 80, p. 80.
- Eighteen right scientists of prestigious universities of the world, a commentary on the International rights of Sale of Vienna Convention of 1980, translation of Darabpour, Mehrab, Volume II, First Edition, Fall 1374, p. 85, quoting Azbouri (Mr. Jordon), the sixth edition of Business Laws, 1988,3-222.
- Kiaei, A. (1997a). *vendor and customer requirements before and after the submission of the transaction* (1st ed.). qhoqhnoos Press, p. 195, quoting Corley (Robert), Robert (William J.), 307-18, Page 161.
- Kiaei, A. (1997b). *vendor and customer requirements before and after the submission of the transaction* (1st ed.). qhoqhnoos Press, p. 186, quoting Planiol (Morsel), Report (George).
- Mohammed, B. (2010). a master's thesis, University of Guilan, p. 65.
- Mollaei Kandeloos, F. (2013, Spring and Summer). the nature of good delivery in the International Goods Sale Convention of Vienna 1980 and and jurisprudence. *Islamic law and jurisprudence*, XI(11).
- Safai, S. H. (2013). *international sales rights* (4th ed.). Tehran University Press.
- Tracy in civil rights, translation of state rights institution of Loeziana, Volume 2, part 1, copied by state rights institution of Loeziana, 1959, No. 1454.
- United Nations Convention on Contracts for the International Sale of Goods, 1980.

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