

Franco Ferrari

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Curriculum vitae

Education:

Master of Laws (LL.M.), Augsburg University, Germany	July 1992
Juris Doctor (Honors), Bologna University, Italy	Dec. 1990
Friedrich Dessauer Gymnasium, Aschaffenburg, Germany	June 1985

Current Employment:

September 2010 - present, *Professor of Law* and *Director*, Center for Transnational Litigation, Arbitration, and Commercial Law at New York University School of Law, New York, USA

Previous Employments:

October 2002 – June 2016, *Full Professor, with tenure, of International Law*, Verona University School of Law, Verona (on leave from September 2010 – June 2016)

August 2000 – April 2002, *Legal Officer*, United Nations Office of Legal Affairs, International Trade Law Branch, Vienna

November 1998 – September 2002, *Full Professor, with tenure, of Comparative Private Law*, Bologna University School of Law, Bologna

May 1995 – October 1998, *Full Professor of Comparative Private Law*, Tilburg University Faculty of Law, Tilburg

Visiting Professorships and other positions:

1 May – 30 June 2020, *Visiting Professor of Law*, SciencesPo School of Law, Paris

1 May – 30 June 2019, *Visiting Professor of Law*, SciencesPo School of Law, Paris

8 – 18 April 2019, *Visiting Professor of Law*, Universität Luzern, Luzern

2 – 25 February 2019, *Visiting Professor of Law*, National University of Singapore

- 1 June – 31 July 2018, *Visiting Professor of Law*, SciencesPo School of Law, Paris
- 8 January – 2 February 2018, *Visiting Professor of Law*, National University of Singapore
- 3 May – 2 June 2017, *Visiting Professor of Law*, Universitat Pompeu Fabra, Barcelona
- 1 – 29 February 2016, *Visiting Professor of Law*, National University of Singapore
- 20 – 30 July 2014, *Visiting Lecturer*, Bucerius Law School, Hamburg
- 11 – 30 August 2013, *Visiting Professor of Law*, National University of Singapore
- 19 – 31 July 2013, *Visiting Lecturer*, Bucerius Law School, Hamburg
- 6 – 31 August 2012, *Visiting Professor of Law*, National University of Singapore
- 27 July – 3 August 2012, *Visiting Lecturer*, Bucerius Law School, Hamburg
- 6 – 27 August 2011, *Visiting Professor of Law*, National University of Singapore
- 21 July – 1 August 2011, *Visiting Lecturer*, Bucerius Law School, Hamburg
- 20 – 25 April 2011, *Visiting Lecturer*, University of Toronto, Toronto
- 2 – 26 August 2010, *Visiting Professor of Law*, National University of Singapore
- 18 – 30 July 2010, *Visiting Lecturer*, Bucerius Law School, Hamburg
- 28 August – 25 September 2009, *Visiting Professor of Law*, National University of Singapore
- 5 January – 10 June 2009, *BNP Paribas Visiting Professor of Law*, Columbia Law School, New York
- 25 August – 22 September 2008, *Visiting Professor of Law*, National University of Singapore
- 1 July 2008 – 31 August 2010, *Inge Rennert Distinguished Visiting Professor of Law*, New York University School of Law, New York
- 1 January – 31 May 2008, *Global Hauser Visiting Professor of Law*, New York University School of Law, New York
- 4 August – 1 October 2007, *Visiting Professor of Law*, National University Singapore
- 7 January – 25 May 2005, *Global Hauser Visiting Professor of Law*, New York University School of Law, New York
- 16 August – 8 September 2004, *Visiting Professor of Law*, Louisiana State University, Baton Rouge
- 2 – 21 September 2003, *Visiting Professor of Law*, Louisiana State University, Baton Rouge
- 6 January – 10 February 2003, *Visiting Professor of Law*, University of Pittsburgh School of Law,

Pittsburgh

29 May – 9 July 2002, *Visiting Professor of Law*, Loyola Law School, Los Angeles

26 August – 14 September 2002, *Visiting Professor of Law*, Louisiana State University, Baton Rouge

7 December 2001 – 6 January 2002, *Visiting Professor of Law*, Paris X Nanterre University School of Law, Paris

9 – 17 February 2001, *Visiting Professor of Law*, University of Georgia School of Law, Athens

7 August 2000 – 31 March 2002, *Legal Officer* at the United Nations Office of Legal Affairs, International Trade Law Branch, Vienna

12 June – 7 July 2000, *Member of the Italian Delegation* to the XXXIIIrd Session of the UN Commission on International Trade Law, New York

11 October – 22 October 1999, *Member of the Italian Delegation* to the UN Commission on International Trade Law Working Group on International Contract Practices, Vienna

23 August – 5 September 1999, *Visiting Professor of Law*, University of Georgia School of Law, Athens

5 October – 16 October 1998, *Member of the Italian Delegation* to the UN Commission on International Trade Law Working Group on International Contract Practices, Vienna

August 1998, *Visiting Professor of Law*, University of Georgia School of Law, Athens

10 March – 20 July 1998, *Visiting Professor of Law*, University Pompeu Fabra, Barcelona

2 – 13 March 1998, *Member of the Italian Delegation* to the UN Commission on International Trade Law Working Group on International Contract Practices, New York

15 August – 15 December 1997, *Visiting Professor of Law*, University of Missouri at Kansas City School of Law, Kansas City

7 July – 30 July 1997, *Visiting Professor of Law*, Augsburg University School of Law, Augsburg

1 – 7 April 1997, *Visiting Professor of Law*, Paris X Nanterre University School of Law, Paris

February 1997, *Member of the Italian Delegation* to the UN Commission on International Trade Law Working Group on Electronic Commerce, New York

January 1997, *Visiting Professor of Law*, Paris X Nanterre University School of Law, Paris

11 – 22 November 1996, *Member of the Italian Delegation* to the UN Commission on International Trade Law Working Group on International Contract Practices, Vienna

August – September 1996, *Visiting Professor of Law*, University of Georgia School of Law, Athens

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7 July – 16 July 1996, *Member of the Italian Delegation* to the UN Commission on International Trade Law Working Group on International Contract Practices, New York

June – July 1996, *Visiting Professor*, Loyola Law School, Los Angeles

27 May – 3 June 1996, *Member of the Italian Delegation* to the XXIXth Session of the UN Commission on International Trade Law, New York

April 1996, *Visiting Professor*, Paris X Nanterre University School of Law, Paris

November 1995, *Member of the Italian Delegation* to the United Nations Commission on International Trade Law Working Group on International Contract Practices, Vienna

August – September 1995, *Visiting Professor of Law*, University of Georgia School of Law, Athens

February 1994 – April 1995, *Research Fellow of Civil Law*, Ferrara University School of Law, Ferrara

August 1992 – December 1994, *Visiting Professor of Comparative Law*, Golden Gate University, School of Law, San Francisco

November 1994, *Visiting Professor of Comparative Law*, University of Georgia, School of Law, Athens

May 1994, *Visiting Professor of Law*, The Hebrew University, School of Law, Jerusalem

December 1993, *Member of the United Nations Commission on International Trade Law Expert Group on International Assignment in Receivables Financing*

November 1991 – July 1993, *Assistant*, Augsburg University, Augsburg

February 1991 – February 1992, *Instructor of Italian Law and Language*, Munich University School of Law

March 1991 - February 1992, *Researcher*, Institute of International and Comparative Law, Munich University School of Law

Awards:

Doctor honoris causa awarded on 23 May 2019 by the National and Kapodistrian University of Athens, Greece

2018 Certificate of Merit for High Technical Craftsmanship and Utility to Practicing Lawyers and Scholars awarded by the American Society of International Law

1999 Zweigert Scholarship granted by the Max Planck Institute of Foreign Law and Private International Law, Hamburg, Germany

1994 Faculty Award for Scholarship and Teaching granted by the Pace University School of Law Institute of International Commercial Law

Practical Experience (other than ADR Experience):

Extensive experience in drafting international concession contracts, international distribution contracts (involving, among others, electricity, petrol, gas, photovoltaic material, applied steel), international manufacturing contracts, contracts for the international sale of goods (and any other kind of import/export relationship), international factoring contracts, international banking contracts, joint-venture agreements, international transport contracts (transport by sea, transport by road, air transport), choice of law clauses, choice of forum clauses, arbitration clauses.

Retained as expert by U.S. as well as foreign companies and counsel in securities litigation in relation to *forum-non-conveniens* issues and the enforceability of U.S. monetary judgments in various European countries, specifically in Austria, France, Germany and Italy.

Retained as expert in various arbitrations (under various institutional rules) related to import/export contracts subject to the United Nations Convention on Contracts for the International Sale of Goods.

Acted as expert on foreign law matters appointed by Italian state courts (in relation to the laws of Brazil, Colombia, England, and Panama).

Handles routinely settlement talks between parties involved in state court litigation.

Commercial Arbitration Experience:

Experience as party-appointed arbitrator and as chair in ad-hoc arbitrations in Europe (Austria, England, Germany, Italy, Switzerland) and Asia (Hong Kong and Singapore), involving international manufacturing contracts, international banking contracts, international construction contracts, international concession contracts, international franchise contracts, contracts for the international sale of goods, joint-ventures as well as insurance law and company law issues and intellectual property law issues.

Experience as co-arbitrator and sole arbitrator in arbitrations administered by the ICC, LCIA, AAA/ICDR, SIAC, VIAC as well as the Chamber of National and International Arbitration of Milan, and the Verona Chamber of Commerce, the Lugano Chamber of Commerce, in arbitrations involving company law issues, copyright issues, distribution law issues, energy law issues, turn-key contracts, and sales law issues, health science issues, etc.

From a geographical point of view, the relationships dealt with are very diverse, as they concerned relationships involving parties from Argentina, Austria, Belarus, Belgium, Bolivia, Canada, China, Denmark, Egypt, Hong Kong, India, Jamaica, New Zealand, Romania, Russia, Slovenia, Slovakia, South Africa, Tunisia, facing parties from the Austria, Belgium, Colombia, Ecuador, England, Finland, France, Germany, Israel, Italy, Mexico as well as Spain, Sweden, Turkey, Venezuela, the United Arab Emirates, and the United States.

The goods involved in the sales contracts ranged from airplanes (in a dispute over wrongful termination of a long term contract), crude oil (in a dispute over the quality of the oil delivered) and gas (in a dispute over the conformity with import regulations), to photovoltaic material (in a dispute on the wrongful termination of long term contracts), applied steel (in a dispute over the existence of a duty to obtain government authorization for import by one party), medical devices (in a dispute relating, among others, to the infringement of intellectual property rights), and pharmaceuticals (in a dispute over the quality of the goods delivered), hardware, weapons systems, drilling rigs, as well as ships.

The claim size dealt with varied; it ranged from 246.000,00 USD in a dispute between Turkish seller and Italian buyer, to 590.000.000,00 USD in a dispute between a Chinese manufacturer and a German importer and, most recently, a dispute between a Chinese producer of photovoltaic material and a German buyer the value of which was 1.000.000.000,00 USD, in which I was appointed by the Chinese plaintiff..

Investment Arbitration Experience:

Over the years, I was appointed in 10 investment arbitrations by Claimants, including in ICSID cases ARB/12/18, ARB/17/38, ARB/17/39, and ARB/17/40, and PCA cases 2018-56 and 2019-24.

I was also appointed by Respondents in 2 investor arbitrations: in one *ad hoc* arbitration based on the on the BIT between Panama and the Dominican Republic Spanish and in PCA case 2019-49.

The claim size dealt with varied: it ranged from 6.500.000, 00 USD to 2.600.000.000,00 USD (in PCA case 2019-24).

Member of the ICSID Panel of Arbitrators, appointed by the Federal Republic of German (September 2019)

Member of the ICSID Panels of Arbitrators and of Conciliators, appointed by St. Lucia (August 2015))

Teaching Experience:

I have taught classes on the Private International Law, International Civil Litigation, International Commercial Sales, Uniform Commercial Code Art. 2; International Commercial Arbitration, Law of Obligations, Comparative Legal Systems, Comparative Law of Torts, Comparative Law of Contracts, Comparative Private Law, Uniform Law, International Business Transactions, and Forum Shopping

Affiliations:

Titular Member of the International Academy of Comparative Law

Franco Ferrari

General Editor (2017-2019) of the peer reviewed EUROPEAN INTERNATIONAL ARBITRATION REVIEW

Member of the Advisory Board of the German peer reviewed ZEITSCHRIFT FÜR EUROPÄISCHES PRIVATRECHT

Member of the Editorial Board of the Belgian peer reviewed EUROPEAN REVIEW OF PRIVATE LAW

Member of the Editorial Board of the German peer reviewed law journal INTERNATIONALES HANDESLRECHT

Member of the ICDR Panel of Arbitrators and Mediators

Member of the CIETAC Panel of Arbitrators

Member of the SIAC Panel of Arbitrators

President, Arbitrator Committee, Thailand Arbitration Center

Member of the ICSID Panels of Arbitrators and of Conciliators

Languages: English, French, German, Italian (fluent); Spanish (reading)

List of publications

Articles in chronological order (divided by language)

English

A New Paradigm for International Uniform Substantive Law Conventions, UNIFORM LAW REVIEW, 2019, 467–483

Getting to the law applicable to the merits in international arbitration and the consequences for getting it wrong, in CONFLICT OF LAWS IN INTERNATIONAL ARBITRATION edited by F. Ferrari and S. Kröll, 2nd ed., 2019, New York, p. 371-442 (with L. Silberman)

Contracts of Carriage and International Conventions, 6 OSLO LAW REVIEW, 2019, 19-22

The Role of the Hague Principles on Choice of Law in Determining the Law Applicable to the Merits in Commercial Arbitration, 7 EUROPEAN INTERNATIONAL ARBITRATION REVIEW, 2018, 87-99

The Inappropriate Use of the PCC to Interpret Hardship Claims under the CISG, INTERNATIONALES HANDELSRECHT, 2017, 97-102 (with C.P. Gillette et al.)

Autonomous Interpretation versus Homeward versus Outward Trend in CISG Case Law, UNIFORM LAW REVIEW, 2017, 244-257

CISG, in ENCYCLOPEDIA OF PRIVATE INTERNATIONAL LAW edited by F. Ferrari et al., Cheltenham/Northampton, 2017, p. 337-346

Factoring (uniform law), in ENCYCLOPEDIA OF PRIVATE INTERNATIONAL LAW edited by F. Ferrari et al., Cheltenham/Northampton, 2017, p. 731-738

Financial leasing (uniform law), in ENCYCLOPEDIA OF PRIVATE INTERNATIONAL LAW edited by F. Ferrari et al., Cheltenham/Northampton, 2017, p. 747-755

Forum (and law) shopping, in ENCYCLOPEDIA OF PRIVATE INTERNATIONAL LAW edited by F. Ferrari et al., Cheltenham/Northampton, 2017, p. 789-797

Sale contracts and sale of goods, in ENCYCLOPEDIA OF PRIVATE INTERNATIONAL LAW edited by F. Ferrari et al., Cheltenham/Northampton, 2017, p. 1588-1595

UNCITRAL, in ENCYCLOPEDIA OF PRIVATE INTERNATIONAL LAW edited by F. Ferrari et al., Cheltenham/Northampton, 2017, p. 1758-1766

Uniform substantive law and private international law, in ENCYCLOPEDIA OF PRIVATE INTERNATIONAL LAW edited by F. Ferrari et al., Cheltenham/Northampton, 2017, p. 1772- 1779

Scope of the law applicable (Art. 12), in ROME I REGULATION edited by U. Magnus and P. Mankowski, Munich, 2017, p. 717-740

Burden of proof (Article 18), in ROME I REGULATION edited by U. Magnus and P. Mankowski, Munich, 2017, p. 789-799

Autonomous Interpretation v. Homeward Trend v. Outward Trend, in CONTRATOS INTERNACIONALES edited by D.P. Fernandez Arroyo and J.A. Moreno Rodriguez, Buenos Aires, 2016, p. 127-134

How International Should International Arbitration Be?, in EPPUR SI MUOVE: THE AGE OF UNIFORM LAW edited by UNIDROIT, Rome, 2016, p. 847-855

Yukos revisited – A case comment on the set-aside decision in Yukos Universal Limited (Isle of Man) et al. v. Russia, PRAXIS DES INTERNATIONALEN PRIVAT- UND VERFAHRENSRECHTS, 2016, 478-488 (with F. Rosenfeld)

Bridging the Gap Between Investment and Commercial Arbitration at the Enforcement Stage: Regime Interactions Between the New York Convention and International Investment Law, 12 NYU JOURNAL OF LAW AND BUSINESS, 2016, 295-316 (with F. Rosenfeld)

CISG and the Law Applicable in International Commercial Arbitration: Remarks Focusing on Three Common Hypotheticals, in A TRIBUTE TO JOSEPH M. LOOKOFSKY edited by M.B. Andersen and R. F. Henschel, Copenhagen, 2015, p. 55-93

“Domestication” of Article 35(2)(a)?, in THE CISG CONVENTION AND DOMESTIC CONTRACT LAW. HARMONY, CROSS-INSPIRATION OR DISCORD? edited by J. Lookofsky and M.B. Andersen, Copenhagen, 2014, p. 91-110

Forum Shopping: A Plea for a Broad and Value-Neutral Definition, NYU LECTURES ON TRANSNATIONAL LITIGATION, ARBITRATION AND COMMERCIAL LAW, VOL. 1, New York, 2013

Forum Shopping in the International Commercial Arbitration Context: Setting the Stage, in FORUM SHOPPING IN THE INTERNATIONAL COMMERCIAL ARBITRATION CONTEXT edited by F. Ferrari, Munich, 2013, p. 1-22 = FESTSCHRIFT ULRICH MAGNUS edited by W. Wurmnest and P. Mankowski, 2014, p. 385-402

The CISG’s Interpretative Goals, Its Interpretative Methods and Its General Principles. Part I, IHR 2013, 137-155; Part II, IHR 2013, 181-197

Offer and Acceptance inter Absentes, in ELGAR ENCYCLOPEDIA OF COMPARATIVE LAW edited by J. Smits, Cheltenham/Northampton, 2nd ed., 2012, p. 625-646

PIL and CISG: Friends of Foes?, in SALES CONTRACTS UNDER THE NEW TURKISH CODE OF OBLIGATIONS AND THE CISG edited by S. Sipka and A.C. Yildirim, Istanbul, 2012, p. 43-116

CISG and OHADA Sales Law or the Relationship Between Global and Regional Sales Law, in CISG v. REGIONAL SALES LAW UNIFICATION edited by U. Magnus, Munich, 2012, p. 79-96

PIL and CISG: Friends of Foes?, INTERNATIONALES HANDELSRECHT, 2012, 89-113 = 31 JOURNAL OF LAW AND COMMERCE, 2013, 45-107

Factoring, in THE MAX PLANCK ENCYCLOPEDIA OF EUROPEAN PRIVATE LAW edited by J. Basedow et al., Oxford, 2012, p. 667-671

Leasing, in THE MAX PLANCK ENCYCLOPEDIA OF EUROPEAN PRIVATE LAW edited by J. Basedow et al., Oxford, 2012, p. 1045-1049

Transfer of Title, in THE MAX PLANCK ENCYCLOPEDIA OF EUROPEAN PRIVATE LAW edited by J. Basedow et al., Oxford, 2012, p. 1678-1681

Uncitral, in THE MAX PLANCK ENCYCLOPEDIA OF EUROPEAN PRIVATE LAW edited by J. Basedow et al., Oxford, 2012, p. 1705-1708

Uniform Law, in THE MAX PLANCK ENCYCLOPEDIA OF EUROPEAN PRIVATE LAW edited by J. Basedow et al., Oxford, 2012, p. 1732-1735

Getting to the law applicable to the merits in international arbitration and the consequences for getting it wrong, in CONFLICT OF LAWS IN INTERNATIONAL ARBITRATION, edited by F. Ferrari and S. Kröll, Munich, 2010, p. 257-323 (with L. Silberman) = REVISTA BRASILEIRA DE ARBITRAGEM, 2010, 73-121

Informing Consumers About Themselves, ERASMUS LAW REVIEW, 2010, 93-119 (with O. Bar-Gill)

Consumer Protection in International Private Perspectives. European Union, in CONSUMER PROTECTION IN INTERNATIONAL PRIVATE PERSPECTIVES edited by D. P. Fernandez Arroyo, Asuncion, 2010, p. 581-609 (with F. Ragno)

Warranties and “Lemons” under CISG Art. 35(2)(a), INTERNATIONALES HANDELSRECHT, 2010, 2-17 (with C. Gillette)

From Rome to Rome via Brussels, Remarks on the Law Applicable to Contractual Obligations Absent a Choice by the Parties, RABELSZ, 2009, 750-769

Homeward Trend: What, Why and Why Not, in CISG METHODOLOGY edited by A. Janssen and O. Meyer, Munich, 2009, p. 171-206 = *Homeward Trend: What, Why and Why Not*, INTERNATIONALES HANDELSRECHT, 2009, 8-24 = *Homeward Trend and Lex Forism in International Sales Law*, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2009, 333-352

The CISG and its Impact on National Legal Systems : General Report, in THE CISG AND ITS IMPACT ON NATIONAL LEGAL SYSTEMS edited by F. Ferrari, Munich, 2008, p. 413-483

Have the Dragons of Uniform Sales Law Been Tamed? Ruminations on the CISG’s Autonomous Interpretation by Courts, in SHARING INTERNATIONAL COMMERCIAL LAW ACROSS NATIONAL BOUNDARIES. FESTSCHRIFT FOR ALBERT H KRITZER ON THE OCCASION OF HIS EIGHTIETH BIRTHDAY edited by C.B. Andersen and U. Schroeter, London, 2008, p. 134-167

Hadley v Baxendale v Foreseeability under Article 74 CISG, in CONTRACT DAMAGES. DOMESTIC AND INTERNATIONAL PERSPECTIVES edited by D. Saidov and R. Cunnington, Oxford, 2008, p. 305-327

Choice of Forum and CISG: Remarks on the Latter’s Impact on the Former, in DRAFTING CONTRACTS UNDER THE CISG edited by H.M. Flechtner et al., Oxford, 2007, p. 103-148

Review of Handbuch des internationalen Wirtschaftsrechts, UNIFORM LAW REVIEW, 2007, 198-204

The Interaction between the United Nations Convention on Contracts for the International Sale of Goods and Domestic Remedies (Rescission for Mistake and Remedies in Tort), RABELSZ, 2007, 52-80

Offer and Acceptance Inter Absentes, in ELGAR ENCYCLOPEDIA OF COMPARATIVE LAW edited by J. Smits, Cheltenham/Northampton, 2006, p. 497-516

Remarks on the UNCITRAL Digest's Comments on Article 6 CISG, 25 JOURNAL OF LAW AND COMMERCE, 2006, 13-37

Fundamental Breach of Contract under the UN Sales Convention - 25 Years of Article 25 CISG, 25 JOURNAL OF LAW AND COMMERCE, 2006, 489-508

Short notes on the impact of the Article 95 reservation on the occasion of Prime Start Ltd. v. Maber Forest Products Ltd. et al., 17 July 2006, INTERNATIONALES HANDELSRECHT, 2006, 248-252

Fundamental Breach of Contract under the UN Sales Convention: 25 Years of Article 25 CISG, in LIBER MEMORIALIS PETAR SARCEVIC. UNIVERSALISM, TRADITION AND THE INDIVIDUAL edited by J. Erauw et al., Munich, 2006, p. 439-456 = *Fundamental Breach of Contract under the UN Sales Convention - 25 Years Article 25 CISG*, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2005, 389-400

What sources of law for contracts for the international sale of goods? Why one has to look beyond the CISG, INTERNATIONALES HANDELSRECHT, 2006, 1-20

The CISG's Uniform Interpretation by courts – An Update, VINDOBONA JOURNAL OF INTERNATIONAL COMMERCIAL LAW AND ARBITRATION, 2005, 233-252

Do Courts Interpret the CISG Uniformly?, in QUO VADIS CISG? edited by F. Ferrari, Munich/Paris/Brussels, 2005, p. 3-23

Review of Festschrift für Erika Jaffe, UNIFORM LAW REVIEW, 2005, 930-935

What Sources of Law for Contracts for the International Sale of Goods? Why One has to Look Beyond the CISG, INTERNATIONAL REVIEW OF LAW AND ECONOMICS, 2005, 314-341

International Sales Law and the Inevitability of Forum Shopping, 23 JOURNAL OF LAW AND COMMERCE, 2004, 169-192 = *International Sales Law and the Inevitability of Forum Shopping*, VINDOBONA JOURNAL OF INTERNATIONAL COMMERCIAL LAW AND ARBITRATION, 2004, 1-22

Divergences in the application of the CISG's rules on non-conformity of goods, RABELSZ, 2004, p. 473-494

The CISG's sphere of application: Articles 1-3 and 10, in THE DRAFT UNCITRAL DIGEST AND BEYOND: CASES, ANALYSIS AND UNRESOLVED ISSUES IN THE U.N. SALES CONVENTION edited by F. Ferrari, H.M. Flechtner and R.A. Brand, Munich, 2004, p. 21-95

Scope of application: Articles 4-5, in THE DRAFT UNCITRAL DIGEST AND BEYOND: CASES, ANALYSIS AND UNRESOLVED ISSUES IN THE U.N. SALES CONVENTION edited by F. Ferrari, H.M. Flechtner and R.A. Brand, Munich, 2004, p. 96-113

CISG rules on exclusion and derogation: Article 6, in *THE DRAFT UNCITRAL DIGEST AND BEYOND: CASES, ANALYSIS AND UNRESOLVED ISSUES IN THE U.N. SALES CONVENTION* edited by F. Ferrari, H.M. Flechtner and R.A. Brand, Munich, 2004, p. 114-137

Interpretation of the Convention and gap-filling: Article 7, in *THE DRAFT UNCITRAL DIGEST AND BEYOND: CASES, ANALYSIS AND UNRESOLVED ISSUES IN THE U.N. SALES CONVENTION* edited by F. Ferrari, H.M. Flechtner and R.A. Brand, Munich, 2004, p. 138-171

Interpretation of statements: Article 8, in *THE DRAFT UNCITRAL DIGEST AND BEYOND: CASES, ANALYSIS AND UNRESOLVED ISSUES IN THE U.N. SALES CONVENTION* edited by F. Ferrari, H.M. Flechtner and R.A. Brand, Munich, 2004, p. 172-190

Trade usage and practices established between the parties, in *THE DRAFT UNCITRAL DIGEST AND BEYOND: CASES, ANALYSIS AND UNRESOLVED ISSUES IN THE U.N. SALES CONVENTION* edited by F. Ferrari, H.M. Flechtner and R.A. Brand, Munich, 2004, p. 191-205

Writing requirements: Articles 11-13, in *THE DRAFT UNCITRAL DIGEST AND BEYOND: CASES, ANALYSIS AND UNRESOLVED ISSUES IN THE U.N. SALES CONVENTION* edited by F. Ferrari, H.M. Flechtner and R.A. Brand, Munich, 2004, p. 206-215

The Formal Validity of Contracts for the International Sale of Goods Governed by the CISG – An Overview of Case Law, *REVUE DE DROIT DES AFFAIRES INTERNATIONALES*, 2004, 85-90

The Relationship Between International Uniform Contract Law Conventions, *22 JOURNAL OF LAW AND COMMERCE*, 2003, 57-75

Trade Usage and Practices Established Between the Parties under the CISG, *REVUE DE DROIT DES AFFAIRES INTERNATIONALES*, 2003, 571-580

Gap-Filling and Interpretation of the CISG: Overview of International Case Law, *REVUE DE DROIT DES AFFAIRES INTERNATIONALES*, 2003, 221-239 = *Gap-filling and Interpretation of the CISG: Overview of International Case Law*, *VINDOBONA JOURNAL OF INTERNATIONAL COMMERCIAL LAW AND ARBITRATION*, 2003, 63-92

Interpretation of Statements and Construction under the Convention for the International Sale of Goods (CISG) in the Light of Case Law, *REVUE DE DROIT DES AFFAIRES INTERNATIONALES*, 2003, 96-107

Overview of Case Law on the CISG's International Sphere of Application and Its Applicability Requirements (Articles 1(1)(a) and 1(1)(b)), *REVUE DE DROIT DES AFFAIRES INTERNATIONALES* 2003, 961-975

CISG and Private International Law, in *THE 1980 UNIFORM SALES LAW. OLD ISSUES REVISITED IN THE LIGHT OF RECENT EXPERIENCES. VERONA CONFERENCE 2003* edited by F. Ferrari, Milan/Munich, 2003, p. 19-55

Gap-filling and Interpretation of the CISG: Overview of International Case Law, *VINDOBONA JOURNAL OF INTERNATIONAL COMMERCIAL LAW AND ARBITRATION*, 2003, 63-92

“Forum shopping” Despite International Uniform Contract Law Conventions, in *FESTSCHRIFT FÜR PETER SCHLECHTRIEM ZUM 70. GEBURTSTAG* edited by I. Schwenzer and G. Hager, Tübingen, 2003, p. 353-

Universal and Regional Sales Law: Can they Coexist?, UNIFORM LAW REVIEW, 2003, 177-189

CISG Case Law: A New Challenge for Interpreters?, in THE CREATION AND INTERPRETATION OF COMMERCIAL LAW edited by C.P. Gillette, Dartmouth, 2003, p. 445-462

Forum shopping despite international uniform contract law conventions, INTERNATIONAL AND COMPARATIVE LAW QUARTERLY, 2002, 689-707

Brief Remarks on Electronic Contracting and the United Nations Convention on Contracts for the International Sale of Goods (CISG), VINDOBONA JOURNAL OF INTERNATIONAL COMMERCIAL LAW AND ARBITRATION, 2002, 289-304

Uniform Interpretation of International Commercial Law Conventions, in THE EVOLUTION OF LEGAL SYSTEMS, BIJURALISM AND INTERNATIONAL TRADE edited by L. Perret et al., Montreal, 2002, p. 443-465

Tribunale di Vigevano: Specific Aspects of the CISG Uniformly Dealt With, 20 JOURNAL OF LAW AND COMMERCE, 2001, 225-239

The OHBLA Draft Uniform Act on Contracts for the Carriage of Goods by Road. First Remarks on Its Sphere of Application, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2001, 898-905

International Sales Law in the Light of the OHBLA Uniform Act Relating to General Commercial Law and the 1980 Vienna Sales Convention, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2001, 599-607

Recent Italian Court Decisions on the CISG, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2001, 224-230

Overview on the Sphere of Application of the 1980 UN Convention on Contracts for the International Sale of Goods, in LAW AND PRACTICE OF EXPORT TRADE edited by the Center for Transnational Law, Münster, 2001, p. 53-96

How to Create One Uniform Contract Law, VINDOBONA JOURNAL OF INTERNATIONAL COMMERCIAL LAW AND ARBITRATION. 2001, 3-21

Burden of Proof under the CISG, REVIEW OF THE CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, 2001, 1-8

The International Sphere of Application of the 1988 Ottawa Convention on International Factoring, in DEVELOPMENTS IN EUROPEAN, ITALIAN AND ISRAELI LAW edited by A.M. Rabello and A. Zanotti, Bologna, 2001, p. 235-268 = *The International Sphere of Application of the 1988 Ottawa Convention on International Factoring*, 31 THE INTERNATIONAL LAWYER, 1997, 41-63

Applying the CISG in a truly uniform manner: Tribunale di Vigevano (Italy), 12 July 2000, UNIFORM LAW REVIEW, 2001, 203-215

The Relationship Between International Uniform Contract Law Conventions, UNIFORM LAW REVIEW, 2000, 69-84

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