Abstract

The thesis deals with the regulation of the seller's obligations in the Vienna Convention on Contracts for the International Sale of Goods. The Vienna Convention was adopted by the United Nations in 1980 and has since been ratified by 95 countries from around the world. It contains a unified substantive regulation of an international sales contract, which is the basic contractual type of international trade. With its content and popularity, the Vienna Convention represents the most important unification act in the field of international trade.

The thesis aims to describe and analyse the regulation of the seller's obligations, which forms the central part of the Vienna Convention. The basic principle of the Vienna Convention is uniform interpretation, which ensures that it will be applied in the same way by courts and arbitral tribunals around the world. The thesis focuses on the identification of this unified regime and does so by analysing and comparing Czech and foreign literature and case law.

The thesis is divided into three parts. The first chapter deals with the general characteristics of the Vienna Convention. The historical genesis of the Vienna Convention and the unification of international trade law are analysed. Furthermore, the substantive regulation and its relationship to the contractual autonomy of the parties are described. The scope and interpretation of the Vienna Convention are also explained, as they are necessary prerequisites for further work with its text. Finally, the seller's obligations position in the structure of the Vienna Convention is analysed.

Chapter two describes the first three obligations of the seller. It primarily concerns the characterization of the dual regime of the obligation to deliver goods. The conditions, place, and time of delivery of the goods differ depending on whether the seller must hand over the goods to the carrier or place them at the buyer’s disposal. The interaction between INCOTERMS clauses and the Vienna Convention also plays a significant role. Further, the less comprehensively regulated obligations to hand over documents and transfer ownership are described.

The third chapter deals with the obligation to deliver goods conforming with the contract. The key analysis concerns the implied obligations of quality and the regulation of the seller's liability, especially the question of the passing of risk and the examination and notice procedure. A specific regime of seller’s liability concerns its obligation to deliver goods free from third party rights and claims, with a special category of rights based on intellectual property.

The conclusion of the thesis summarizes all four analysed obligations of the seller.