

# **Jan Kolář – International sales contract**

## **Abstract**

Topic of this master's thesis is international sales contract, more specifically remedies for the breach of international sales contract. As a substantive law by which remedies for the breach of international sales contract are judged is the United Nations Convention on Contracts for the International Sale of Goods.

Reason for choosing the United Nations Convention on Contracts for the International Sale of Goods as a substantive law for this thesis is that this convention represents one of the most successful and most widely used international legal norm used to govern international trade in today's world. This is mainly because of the Convention's well balanced and impartial approach and also the fact that the Convention has been ratified in 83 states which significantly contribute to the overall volume of an international trade.

This thesis mostly uses analytical and descriptive legal research methods. This is given by the nature of its subject. However, the thesis does not only describe provisions of the Convention but aspires to point its reader to most salient and problematic features of the Convention.

The thesis is divided into six chapter, introduction and conclusion. For better clarity chapters are further structured into two more levels.

First chapter familiarizes the reader with the term international sales contract and with conflict of laws rules leading to the applicability of the United Nations Convention on Contracts for the International Sale of Goods. Following chapters are then concerned with the remedies for the breach of international sales contract. In these chapters the remedies are described in great detail.

Given its specific nature of the universal remedy for the breach of international sales contract, last two chapters of this thesis concentrate on the remedial provisions of damages under the United Nations Convention on Contracts for the International Sale of Goods. First of these two chapters examines rules governing the damages while the second of these two chapters deals with exemptions from damages.