

## **ABSTRACT**

The purpose of my thesis is to analyse the scope of application of the UN Convention on Contracts for the International Sale of Goods (“CISG”). The reason for my research is the wide use of the CISG in international trade. Therefore, it is necessary to know exactly when the CISG is applicable.

The thesis is composed of four chapters, each of them dealing with a different aspect of international sales contracts. Chapter One is introductory and defines the basic concept of regular and international sales contract in Czech law and legal literature, taking into account the upcoming recodification of the Czech Civil Code.

Chapter Two examines the basic approaches of legal regulation in private international law. After a brief theoretical introduction, special attention is paid to various Czech and international legal instruments governing contracts for the international sale of goods.

In Chapter Three, I explore the basic requirements for application of the CISG. Using scholarly literature as well as case law, I characterise the concepts of sales contract, goods, place of business, contracting states and party autonomy. Consideration is also given to the material scope of application of the CISG. The existence of controversial issues related to this question is shown on the topic of interest for any sum in arrears under the CISG.

Chapter Four focuses on a highly disputed matter under the CISG - the reservation according to Art. 95 and its effect on *fora* in the reservation state and non-reservation states. The reservation limits the application of the CISG to situations where both contract parties come from different contracting states of the CISG. The question is of great importance especially for Czech businessmen, as the Czech Republic made this reservation.

Conclusions are drawn at the end of the thesis. Even though the CISG is a highly successful international treaty, there are still many disputed topics. Main rule to be borne in mind while applying the CISG is its purpose, i.e. achieving uniformity in international sale of goods. With regard to this goal, any exception or reservation to the CISG should be interpreted as narrowly as possible. This applies even more to the Art. 95 reservation, as there are no longer any valid policy reasons for keeping the reservation and it is my humble opinion that it should be withdrawn.