



The Challenges of Sales Contracts in the Digital Era: From the CISG to Advanced International Transactions

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Abstract

This paper examines contemporary legal challenges related to sales contracts in international trade, within a context characterized by digitalization, contractual complexity, and the uneven development of international legal frameworks. The analysis initially focuses on the use of electronic methods in contracting, assessing the role of UNCITRAL instruments and the principles of technological neutrality, non-discrimination, and functional equivalence in ensuring the legal validity of electronic communications. Subsequently, distribution and agency contracts are addressed, highlighting the limitations of the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the complementary importance of the UNIDROIT Principles in regulating long-term and representative contractual relationships. A substantial part of the paper is devoted to digital transactions involving software, digital content, and electronic data, analyzing debates concerning the classification of digital information as "goods," its relationship with intellectual property rights, and the challenges arising from the territorial nature of the protection of these rights. The paper also identifies significant difficulties in barter and countertrade transactions, where the absence of a monetary price entails legal uncertainty, contractual complexity, and difficulties in the application of the uniform rules of the CISG. Finally, the paper analyzes future perspectives for the acceptance and strengthening of the CISG, emphasizing the role of legal education, business demands for predictability, and the need for greater international harmonization.

Keywords: CISG; sales contract; electronic commerce; digital transactions; legal harmonization, etc

1. Introduction

Sales contracts constitute one of the most fundamental instruments of international trade, playing a key role in the circulation of goods, services, and economic values beyond state borders. In this context, the United Nations Convention on Contracts for the International Sale of Goods (CISG) has for decades served as a uniform framework aimed at ensuring predictability, legal certainty, and the reduction of cross-border transaction costs. However, the rapid economic

and technological developments of recent decades have put to the test the ability of this framework to respond to the new realities of global trade ((CISG). 1980).

The digitalization of contractual processes, the emergence of complex long-term contracts, the increasing role of intermediation through agents and distributors, as well as the expansion of transactions involving digital content and data, have created new legal challenges that were not anticipated at the time of the adoption of the CISG. In parallel, alternative forms of trade, such as barter and countertrade transactions, have regained importance in international practice, highlighting the limitations of traditional rules based on the existence of a monetary price (Schlechtriem 2016).

Within this framework, this paper aims to systematically analyze the main legal challenges arising in sales contracts in contemporary international trade. Initially, issues related to the use of electronic methods and the contribution of UNCITRAL instruments in guaranteeing the legal validity of electronic contracting are addressed. Subsequently, the position of distribution and agency contracts in relation to the CISG and the UNIDROIT Principles is analyzed, as well as the limits of the application of these instruments (Lookofsky 2019). Particular attention is devoted to digital transactions and intellectual property issues, as well as to the challenges arising from the territorial nature of IP rights protection. Furthermore, barter and countertrade transactions are examined, highlighting legal uncertainties and the need for greater international harmonization. Finally, the paper focuses on future perspectives for the acceptance and strengthening of the CISG, emphasizing the role of legal education, business practice, and institutional developments at the international level ((UPICC). 2016).

2. Legal Challenges in Sales Contracts

2.1 Use of Electronic Methods

The integration of electronic information into sales contracts, including cross-border transactions, has gained importance due to its advantages such as rapid transmission, remote access, and data reusability. However, this shift has raised several legal concerns regarding the status of electronic communications. To address these concerns, UNCITRAL has developed several key frameworks. These include the UNCITRAL Model Law on Electronic Commerce (1996), the UNCITRAL Model Law on Electronic Signatures (2001), the Convention on the Use of Electronic Communications in International Contracts, and the UNCITRAL Model Law on Electronic Transferable Records (2017). In addition, UNCITRAL has produced guidance documents on the international recognition of electronic signatures and the contractual aspects of cloud computing (United Nations Commission on International Trade Law. Legal guide to uniform instruments in the area of international commercial contracts n.d.).

UNCITRAL's approach to electronic commerce is based on three fundamental principles (8-9 n.d.):

- Technological neutrality: Legislation should not favor or mandate any specific technology.
- Non-discrimination: Electronic communications should not be considered invalid solely because of their electronic form.
- Functional equivalence: Electronic communications should satisfy the functional requirements traditionally fulfilled by paper-based documents, provided that specific criteria are met.

UNCITRAL texts establish rules for electronic contracting and electronic signatures that can perform functions equivalent to those of paper-based processes. This includes principles relating to writing, signatures, record retention, and transferable documents.

2.2 Distribution Contracts

Distribution contracts vary widely in practice, but generally involve a supplier who undertakes to provide goods to a distributor, who then resells those goods. Although there is no universally accepted definition or characterization of distribution contracts, they are often regarded either as a subcategory of sales contracts or as independent agreements. These contracts frequently entail additional obligations beyond mere distribution, such as marketing, advertising, non-competition clauses, and technical support. Exclusivity obligations may also constitute a component, requiring the distributor to purchase exclusively from the supplier or to sell exclusively within a specified territory.

At the international level, there is no specific uniform instrument governing distribution contracts. The UNIDROIT Principles of International Commercial Contracts (UPICC) address them under the category of long-term contracts, which involve ongoing relationships and transactional complexity. The United Nations Convention on Contracts for the International Sale of Goods (CISG) generally does not apply to distribution contracts due to their focus on organizational

aspects rather than on the sale of goods. However, where a distribution contract contains specific terms relating to the sale of goods, the CISG may apply to those terms, excluding aspects such as competition obligations, which fall under domestic law (United Nations Commission on International Trade Law. Legal guide to uniform instruments in the area of international commercial contracts n.d.).

2.3 Agency

Agency contracts involve a principal who authorizes an agent to act on their behalf, particularly in the conclusion of sales contracts with third parties. These contracts are governed by various international frameworks, including the Convention on Agency in the International Sale of Goods and the UNIDROIT Principles of International Commercial Contracts (UPICC). The agent may manage both the formation and the performance of the contract. For example, the agent may handle offers or invitations to make offers. In cases of non-conformity with the contract, the agent may be involved in handling notices of non-conformity. Challenges arise in the application of the CISG to agency contracts, particularly where the agency is undisclosed. The place of business of the agent may not always coincide with that of the principal, thereby affecting the applicability of the CISG (Schlechtriem 2016).

The UPICC provide comprehensive rules on agency, addressing the formation of contracts, the scope of the agent's authority, and relations with third parties. However, they do not cover the internal relationship between principals and agents, which remains subject to the terms of the contract and the applicable domestic laws. The UPICC approach differs from that of certain legal systems by not distinguishing between direct and indirect representation or by departing from specific statutory provisions governing commercial agents (Honnold 2009).

3. Legal Framework for Digital Transactions: Software, Data, and Intellectual Property Issues

Transactions involving digital information, such as computer programs, music, e-books, and applications, have evolved rapidly since the emergence of computer software as a commercial commodity. These transactions pose significant challenges to legal frameworks, which are still developing in order to address the unique nature of digital content. Jurisdictions differ in their approaches to such transactions, with some applying traditional sales law, others treating them as standard contracts or licenses, and some developing specialized rules for digital content. Transactions involving digital information, such as computer programs, digital content, and smart goods, present new legal challenges (1886). These transactions have emerged from the broader context of digital trade, in which goods and services are increasingly detached from physical media. Jurisdictions vary in how they classify these transactions, ranging from the application of traditional sales laws, either directly or by analogy, to treating them as standard contracts or licenses. Some jurisdictions are even developing new legal frameworks specifically tailored to digital content (Council. 2019).

The inclusion of digital information within the scope of the CISG is contested. Adopted in 1980, the CISG did not foresee the rise of digital transactions. The debate centers on whether digital information qualifies as "goods" under the CISG and whether such transactions should be classified as sales, licenses, or access rights. Balancing the uniformity offered by the CISG with the need for regulations adapted to digital technology remains a key issue (Perales Viscasillas 2015).

Transactions involving digital information must be distinguished from those concerning intellectual property (IP) rights, such as copyright and patents. Where digital information is protected by IP laws, the transaction typically involves the granting of usage rights rather than the transfer of ownership of the IP itself. The IP holder may retain the rights, and the transaction is governed both by contract and by the applicable IP laws (Schlechtriem 2016).

International conventions such as the Berne Convention for the Protection of Literary and Artistic Works (1886), the Paris Convention for the Protection of Industrial Property (Nations, 1883), and the Agreement on Trade-Related Aspects of Intellectual Property Rights (Nations., Agreement on Trade-Related Aspects of Intellectual Property Rights. (1994) provide a framework for IP protection. Despite these efforts, IP rights remain subject to territorial jurisdiction, which complicates international trade by creating varying levels of protection. Article 42 of the CISG addresses this issue by providing a uniform rule for determining IP infringement in the context of international sales.

The American Law Institute and the European Law Institute are working on principles to govern transactions in electronic data, which may lead to greater legal harmonization and influence future international regulations. The success of this initiative could result in more coherent and consistent legal standards for cross-border digital transactions.

3.1 *Nevertheless we face several practical challenges:*

Jurisdictional variability: Different jurisdictions apply different legal frameworks to digital transactions, leading to inconsistencies and confusion. This variability complicates international trade and cross-border transactions.

Evolving technology: Rapid technological advancements outpace the development of corresponding legal frameworks. Existing laws often struggle to address new types of digital goods and services, requiring frequent updates and adaptations (Perales Viscasillas 2015).

Definition of goods: The classification of digital information as “goods” under traditional sales laws remains debated. The CISG, for example, does not explicitly address digital content, leading to uncertainty in its application (Institute. 2020).

Intellectual property rights: The territorial nature of IP laws creates inconsistencies in protection and enforcement. Transactions involving IP rights may be complicated by differing standards and practices across jurisdictions (Dinwoodie (2018)).

Legal harmonization: Achieving international legal harmonization for digital transactions is challenging due to differing national laws and regulations. Efforts to standardize rules, such as those by the American Law Institute and the European Law Institute, face significant obstacles.

Consumer protection: Ensuring adequate consumer protection in digital transactions is difficult due to the intangible nature of digital goods and varying levels of regulatory oversight across countries. (United Nations Commission on International Trade Law. Legal guide to uniform instruments in the area of international commercial contracts n.d.)

4. Challenges in Barter and Countertrade Transactions

Barter and countertrade transactions represent an alternative to the traditional sale of goods for money, involving the direct exchange of goods or services without the use of cash. These transactions, governed by various international legal frameworks, offer unique opportunities but also pose significant legal and practical challenges. The 1992 UNCITRAL Legal Guide on International Countertrade Transactions provides some guidance; however, the applicability of international instruments such as the CISG and the UPICC is often debated (Nations., Legal Guide on International Countertrade Transactions 1992). Barter transactions involve the direct exchange of goods or services without money serving as a medium. Unlike standard sales contracts, where ownership is transferred in exchange for a price paid in currency, barter agreements replace the exchange of a good or service with another good or service. Countertrade, as a broader concept, encompasses transactions in which the parties exchange not only goods but also services, technology, or other forms of economic value. These transactions are explicitly linked, with the performance of one party depending on the reciprocal performance of the other. The 1992 UNCITRAL Legal Guide on International Countertrade Transactions defines countertrade as a set of transactions in which one party supplies goods, services, or technology to another and, in return, purchases an agreed quantity of goods, services, or technology from the second party. Such transactions include forms such as barter agreements, counterpurchase, buyback, and offset arrangements. Despite their growing importance in international trade, these alternative arrangements are not free from legal uncertainty and complexity. The UNIDROIT Principles of International Commercial Contracts (UPICC) address commercial agreements between parties regardless of the monetary nature of the transaction (Offset. 2019). However, the applicability of the CISG to barter transactions remains a contested issue. While the CISG provides a set of uniform rules for international contracts for the sale of goods, its provisions are often drafted with monetary sales in mind, creating challenges when applied to barter transactions where no monetary price is exchanged. As a result, the CISG rules may be relevant only where issues overlap between the sale of goods and barter contracts, but they may diverge where the legal treatment differs (Official Records of the General Assembly n.d.).

4.1 *The challenges in barter and countertrade transactions include:*

Legal uncertainty: One of the main challenges in barter transactions is the legal uncertainty arising from the CISG's definition of a price, which traditionally implies a monetary value. This lack of clarity leads to debates as to whether and how the provisions of the CISG can be applied to barter agreements, complicating the legal landscape for parties involved in non-monetary exchanges. In the absence of clear legal guidance, parties may face difficulties in ensuring that their contracts are enforceable under international standards (J. Lookofsky 2017).

Jurisdictional issues: The application of international legal instruments such as the Rome I Regulation to barter

transactions is limited to general contract law rules, excluding specific provisions relating to the sale of goods. This fragmented approach creates jurisdictional inconsistencies, making it difficult for businesses to predict how their barter agreements will be treated in different legal systems. Such inconsistencies may lead to complex legal disputes and hinder the smooth execution of barter and countertrade agreements.

Contractual complexity: Countertrade transactions often require a clear and explicit linkage between the goods or services exchanged, adding a layer of complexity to the contracting process. Drafting contracts that accurately reflect the reciprocal nature of these transactions can be challenging, particularly when assigning value to the goods or services involved. This complexity may lead to misunderstandings or disputes, especially in cross-border agreements where the parties may have differing expectations (UNIDROIT 2010).

Enforcement difficulties: Dispute resolution in barter transactions is inherently more complex than in traditional sales due to the non-monetary nature of the exchange. Determining the value of goods or services in the event of a dispute can be contentious, and enforcing contractual obligations may require additional negotiations or legal intervention. These difficulties can make barter transactions riskier, particularly in international trade where enforcement mechanisms may vary significantly across jurisdictions (Schlechtriem 2016).

Harmonization efforts: Efforts to harmonize legal approaches to countertrade have been limited, resulting in a lack of uniformity in how such transactions are treated under international law. Although UNCITRAL and other organizations have developed guidelines and model laws, such as the Guide on International Compensation Contracts, these soft-law instruments do not have the same binding force as international treaties. Consequently, businesses engaged in barter and countertrade must navigate a complex legal environment, often with insufficient legal certainty and predictability (UNCITRAL, 1992).

Barter and countertrade transactions present viable alternatives to traditional cash-based sales, particularly in markets where liquidity constraints or trade barriers exist. However, they also face significant legal and practical challenges, including legal uncertainty, jurisdictional inconsistencies, contractual complexity, enforcement difficulties, and the lack of harmonized international regulations. Addressing these challenges requires ongoing efforts toward the development of clear and consistent legal frameworks capable of supporting the growing use of barter and countertrade in international trade.

5. Future Directions for the Acceptance of the CISG

The United Nations Convention on Contracts for the International Sale of Goods (CISG) has become a cornerstone of international trade law, yet its broader acceptance and effective application are still evolving. The future acceptance and use of the CISG are expected to advance along three main directions: increased education and familiarity among legal professionals, business-driven advocacy for simplified dispute resolution, and further development of the Convention by UNCITRAL to address conflicting interpretations (Andersen n.d.).

5.1 Increasing familiarity among legal professionals

An important pathway toward wider acceptance of the CISG lies within the global legal profession. As more young legal professionals are educated about the CISG, existing Contracting States are expected to demonstrate a deeper understanding of the Convention, interpret its provisions more accurately, and show greater willingness to consider precedents from other jurisdictions. This progressive acceptance within the legal community will enhance the integration of the Convention into national legal systems and international commercial practice (CISG. n.d.).

5.2 Business advocacy for reduced dispute resolution costs

Businesses are also expected to play a decisive role in promoting the adoption of the CISG. Companies engaged in international trade often face high costs and risks when dealing with unfamiliar legal systems. As businesses increasingly push for more efficient and predictable mechanisms for resolving commercial disputes, they are likely to advocate for the adoption of the CISG. The CISG provides a uniform framework that reduces the need to navigate different national laws, thereby lowering transaction costs and mitigating legal uncertainty in cross-border sales of goods (Commerce. 2007).

5.3 *The role of UNCITRAL in the development of the CISG*

To further strengthen the role of the CISG in international trade, UNCITRAL may need to establish mechanisms for the ongoing development of the Convention. A critical challenge for the CISG is the inconsistent interpretation of its provisions across different jurisdictions. Developing a mechanism to address contradictory interpretations and to update the Convention would enhance its attractiveness for both current and future Contracting States. Such efforts would ensure that the CISG remains relevant and adaptable in the face of evolving commercial practices (Zeller 2007).

5.4 *Future Contracting States*

The expansion of the CISG's reach is also evident in the steps taken by countries such as Ethiopia and Rwanda. Both nations have adopted legislation approving the CISG, with implementation pending the formal deposit of their instruments of accession with the Secretary-General of the United Nations. This reflects a growing recognition of the value of the CISG in facilitating international trade and reducing legal barriers between states. As more countries move toward adoption, the global impact of the CISG is likely to be strengthened, providing a more uniform and predictable legal environment for international sales.

The future acceptance of the CISG will be driven by the combined efforts of legal professionals, businesses, and UNCITRAL. As legal education on the CISG increases, businesses push for more cost-effective dispute resolution mechanisms, and UNCITRAL works to address interpretative inconsistencies, the CISG will continue to grow in importance as a fundamental pillar of international trade law. The continued expansion of CISG membership, including prospective Contracting States such as Ethiopia and Rwanda, further underscores the Convention's potential to harmonize international sales law at a global level.

6. Conclusion

This paper has undertaken an in-depth analysis of the legal challenges arising in sales contracts within contemporary international trade, highlighting the tension between traditional legal frameworks and new economic and technological realities. The analysis shows that, although the United Nations Convention on Contracts for the International Sale of Goods (CISG) remains a fundamental instrument for the harmonization of international sales law, its ability to respond to modern developments reveals noticeable limitations.

First, the use of electronic methods in contracting has transformed the way sales contracts are concluded and performed. UNCITRAL instruments have played a key role in ensuring the legal validity of electronic communications through the principles of technological neutrality, non-discrimination, and functional equivalence. Nevertheless, the fragmented implementation of these instruments at the national level continues to generate legal uncertainty in cross-border transactions.

Second, the analysis of distribution and agency contracts has shown that these complex relationships often fall outside the direct scope of the CISG due to their organizational and long-term nature. While the UNIDROIT Principles provide a flexible and comprehensive framework, the absence of a binding uniform instrument for these contracts deepens legal fragmentation and increases reliance on national laws.

Third, digital transactions involving software, content, and electronic data have highlighted the conceptual limits of the CISG, particularly with regard to the definition of "goods." Debates over the legal classification of digital information and its interaction with intellectual property rights demonstrate that the current international framework remains insufficiently adapted to the digital economy. The territorial nature of IP protection further adds to the complexity of these transactions.

Finally, barter and countertrade transactions, although offering viable alternatives to monetary sales, face pronounced legal uncertainty, enforcement difficulties, and a lack of international harmonization. The CISG, built upon the concept of a monetary price, does not always provide clear solutions for these forms of transactions, making the complementary role of soft-law instruments essential.

In conclusion, the paper finds that although the CISG remains the central pillar of international sales law, its long-term effectiveness depends on its ability to be interpreted and developed dynamically, in harmony with other international instruments and the evolving needs of modern global trade.

7. Recommendations

In light of the above analysis, the paper proposes the following key recommendations:

1. **Strengthening international harmonization for electronic contracting**
States should be encouraged to adopt and implement UNCITRAL instruments on electronic commerce in a more uniform manner, in order to reduce legal fragmentation and enhance legal certainty in cross-border transactions.
2. **More systematic use of the UNIDROIT Principles**
In distribution, agency, and long-term contractual relationships, contracting parties and international arbitral tribunals should be encouraged to refer more frequently to the UNIDROIT Principles of International Commercial Contracts (UPICC) as a complementary instrument to the CISG, in order to fill regulatory gaps.
3. **Developing a clear approach to digital transactions**
It is recommended that UNCITRAL, in cooperation with other international institutions, consider the development of guidelines or new instruments that directly address the legal classification of digital content and data, as well as their relationship with intellectual property rights.
4. **Clarifying the applicability of the CISG to non-monetary transactions**
For barter and countertrade transactions, clearer interpretative guidance or normative developments are needed to enhance legal predictability and facilitate the practical enforcement of such agreements.
5. **Enhancing education and professional awareness of the CISG**
Law faculties, legal professionals, and the business community should invest more in education and training on the CISG to ensure more consistent interpretation and wider use in practice.
6. **An active role for UNCITRAL in the development of the CISG**
UNCITRAL should consider mechanisms for addressing contradictory interpretations and for the gradual updating of the CISG, so that the Convention remains relevant and effective in the face of ongoing developments in international trade.

References

- (1886)., United Nations. 1886. " Berne Convention for the Protection of Literary and Artistic Works. ." *Treaty Series, vol. 828, No. 11850.*
- (CISG)., United Nations Commission on International Trade Law (UNCITRAL). (1980). United Nations Convention on Contracts for the International Sale of Goods. 1980. "United Nations Convention on Contracts for the International Sale of Goods (CISG)." https://uncitral.un.org/en/texts/salegoods/conventions/sale_of_goods/cisg.
- (UPICC)., UNIDROIT. (2016). UNIDROIT Principles of International Commercial Contracts. 2016. "UNIDROIT Principles of International Commercial Contracts (UPICC)." *UNIDROIT*. Accessed 15 12, 2025. <https://www.unidroit.org/instruments/commercial-contracts/unidroit-principles-2016>.
- 8-9, UNCITRAL. (2017). Model law on electronic transferable records with explanatory note. United Nations Commission on International Trade Law. Arts. n.d.
- Andersen, Camilla Baasch & Schroeter, Ulrich G. (2008), Sharing International Commercial Law across National Boundaries: Festschrift for Albert H. Kritzer on the Occasion of his Eightieth Birthday. n.d. London: Wildy, Simmonds & Hill.
- CISG., United Nations Treaty Collection. (2023). Status of the. n.d. <https://treaties.un.org>.
- Commerce., United States Department of. 2007. "The U.N. Convention on Contracts for the International Sale of Goods."
- Council., European Parliament and. 2019. *Directive (EU) 2019/770 on certain aspects concerning contracts for the supply of digital content and digital services*. Brussels: European Parliament and Council.
- Dinwoodie, G. B., & Dreyfuss, R. C. (2018). . *A neofederalist vision of TRIPS: The resilience of the international intellectual property regime*. . Brussels: Oxford University Press.
- Honnold, J. O., & Flechtner, H. M. (2009). 2009. *Uniform law for international sales under the 1980 United Nations Convention (4th ed.)*. . Kluwer Law International.
- Institute., American Law Institute & European Law. 2020. "Principles for a data economy." *Oxford University Press*.
- Lookofsky, J. (2019). 2019. *Understanding the CISG: A compact guide to the UN Convention on Contracts for the International Sale of Goods (6th ed.)*. . Wolters Kluwer.
- Lookofsky, J. 2017. *Understanding the CISG: A compact guide to the 1980 United Nations Convention on Contracts for the International Sale of Goods (6th ed.)*. . Kluwer Law International.
- Nations., United. (1883). "Paris Convention for the Protection of Industrial Property. ." *Treaty Series, vol. 828, No. 11851.*
- Nations., United. 1992. *Legal Guide on International Countertrade Transactions*. Sales No. E.93.V.7.
- Nations., United. 1994. "Agreement on Trade-Related Aspects of Intellectual Property Rights." *Treaty Series, vol. 1869, No. 31874.*
- Official Records of the General Assembly, Sixty-sixth Session, Supplement No. 17 (A/66/17). n.d.

- Offset., ICC-European Club for Countertrade and. 2019. "Guide to International Offset Contracts." Paris.
- Perales Viscasillas, P. 2015. "Applicability of the CISG to digital content. ." *Journal of Law, Technology & the Internet* 6(2), 1–28.
- Schlechtriem, P., & Schwenzer, I. 2016. *Commentary on the UN Convention on the International Sale of Goods (CISG) (4th ed.)*. Oxford : Oxford University Press.
- UNCITRAL. 1992. *UNCITRAL Legislative Guide on Secured Transactions [Udhëzues ligjor për transaksionet ndërkombëtare të shkëmbimit dhe kundërtregtisë]*. United Nations.
- UNIDROIT. 2010. *UNIDROIT Principles of International Commercial Contracts (PICC)*. . International Institute for the Unification of Private Law.
- United Nations Commission on International Trade Law. Legal guide to uniform instruments in the area of international commercial contracts, with a focus on sales. n.d. *UNCITRAL, HCCH, & Unidroit*. Accessed 12 17, 2025. <https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/tripartiteguide.pdf>.
- Zeller, B. 2007. *CISG and the Unification of International Trade Law*.