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**United Nations Commission  
on International Trade Law**

**UNCITRAL Digest of case law on the United Nations  
Convention on the International Sale of Goods\***

*Article 32*

(1) If the seller, in accordance with the contract or this Convention, hands the goods over to a carrier and if the goods are not clearly identified to the contract by markings on the goods, by shipping documents or otherwise, the seller must give the buyer notice of the consignment specifying the goods.

(2) If the seller is bound to arrange for carriage of the goods, he must make such contracts as are necessary for carriage to the place fixed by means of transportation appropriate in the circumstances and according to the usual terms for such transportation.

(3) If the seller is not bound to effect insurance in respect of the carriage of the goods, he must, at the buyer's request, provide him with all available information necessary to enable him to effect such insurance.

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\* The present digest was prepared using the full text of the decisions cited in the Case Law on UNCITRAL Texts (CLOUT) abstracts and other citations listed in the footnotes. The abstracts are intended to serve only as summaries of the underlying decisions and may not reflect all the points made in the digest. Readers are advised to consult the full texts of the listed court and arbitral decisions rather than relying solely on the CLOUT abstracts.

## Meaning and purpose of the provision

1. Article 32 sets forth further obligations of the seller when the carriage of the goods is involved, in addition to those specified in article 31.
2. The article addresses three situations: If the identification of the goods raises problems while they are in the hands of third persons (carrier) the seller is obliged to enable the buyer to identify the goods (paragraph 1). When the seller has undertaken to arrange for the carriage of the goods he must act with reasonable care (paragraph 2); if the buyer needs information in order to insure the goods the seller is obliged to give all necessary help (paragraph 3).
3. Thus far, there appears to be only one case dealing with this provision,<sup>1</sup> more particularly, with article 32 (2). According to this provision, where the seller is bound to arrange for the transport of the goods or part of them, the seller is bound to act with due care and to opt for appropriate means of transportation. The seller, however, is not bound to use a particular means of transportation, unless otherwise agreed. According to the aforementioned court decision, since the buyer was unable to meet the burden of proof evidencing an agreement to transport the goods by truck, the court found that the choice of transportation mode had been left to the seller.<sup>2</sup>

## Burden of proof

4. The party asserting an agreement which modifies or specifies the rules of article 32 must prove that such an agreement has been concluded. Failing that article 32 applies.<sup>3</sup>

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<sup>1</sup> See CLOUT case No. 261 [Bezirksgericht der Sanne, Switzerland, 20 February 1997].

<sup>2</sup> *Id.*

<sup>3</sup> *Id.* (the buyer did not succeed in proving that a transport to Moscow by truck had been agreed upon).