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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 5*

This Convention does not apply to the liability of the seller for death or personal injury caused by the goods to any person.

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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.



1. Pursuant to this provision, the Convention does not deal with liability for death or personal injury caused by the goods to any person,<sup>1</sup> independently from whether the injured party is the buyer or any third party. Consequently, national law applies to this issue.
2. Since liability for death or personal injury “to any person” is excluded from the Convention’s scope of application, it was suggested that the buyer’s claims for pecuniary loss resulting from a claim against the buyer for personal injury caused by the goods should be outside the Convention as well. In one case, however, a court applied the Convention to that kind of claims.<sup>2</sup>
3. Liability for damage caused to property is not excluded by article 5.<sup>3</sup> Unlike under some legal systems, however, claims based on damage to property caused by the goods require the seller to have been notified within the reasonable time period referred to in article 39.<sup>4</sup> Where the damage to property is not “caused by the goods”, as in the case where the buyer’s property is damaged upon delivery of the goods bought, the liability issue will have to be settled on the basis of applicable domestic law.

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<sup>1</sup> See CLOUT case No. 196 [Handelsgericht des Kantons Zürich, Switzerland, 26 April 1995] (see full text of the decision).

<sup>2</sup> See CLOUT case No. 49 [Oberlandesgericht Düsseldorf, Germany, 2 July 1993] (see full text of the decision).

<sup>3</sup> See CLOUT case No. 196 [Handelsgericht des Kantons Zürich, Switzerland, 26 April 1995].

<sup>4</sup> See CLOUT case No. 196 [Handelsgericht des Kantons Zürich, Switzerland, 26 April 1995].