

1989. évi 1. törvényerejű rendelet

az áruk nemzetközi adásvételi szerződéseire vonatkozó elévülési időről szóló, New Yorkban, 1974. június 14-án kelt Egyezményről, valamint az áruk nemzetközi adásvételi szerződésére vonatkozó elévülési időről szóló Egyezmény módosításáról, Bécsben 1980. április 11-én kelt Jegyzőkönyvről¹

Hatályos: 2014. 06. 06. –

(A Magyar Népköztársaság megerősítő okiratának letétele az Egyesült Nemzetek Főtitkáranál, New Yorkban, 1983. június hó 16-án megtörtént. Az Egyezmény 44. Cikkében, illetőleg a Jegyzőkönyv IX. Cikkében megkívánt feltételek teljesülése következtében az Egyezmény, valamint a Jegyzőkönyv 1988. augusztus 1-jén hatályba lépett.)

1. § A Népköztársaság Elnöki Tanácsa² a New Yorkban, 1974. június 14-én kelt, Az áruk nemzetközi adásvételi szerződéseire vonatkozó elévülési időről szóló Egyezményt, valamint a Bécsben, 1980. április 11-én kelt, Az áruk nemzetközi adásvételi szerződésére vonatkozó elévülési időről szóló Egyezményt módosító Jegyzőkönyvet e törvényerejű rendelettel kihirdeti.³

2. § Az 1. §-ban említett Egyezmény, valamint Jegyzőkönyv eredeti angol, illetve hivatalos magyar nyelvű szövege a következő:

CONVENTION ON THE LIMITATION PERIOD IN THE INTERNATIONAL SALE IN GOODS

ANNEX II. INTERNATIONAL SALE OF GOODS:

LIMITATION PERIOD

A. Convention on the Limitation Period in the International Sale of Goods (New York, 1974)

Preamble

The States Parties to the present Convention.

Considering that international trade is an important factor in the promotion of friendly relations amongst States,

Believing that the adoption of uniform rules governing the limitation period in the international sale of goods would facilitate the development of world trade,

Have agreed as follows:

PART I.

SUBSTANTIVE PROVISIONS

Sphere of application

Article 1

1. This Convention shall determine when claims of a buyer and a seller against each other arising from a contract of international sale of goods or relating to its breach, termination or invalidity can no longer be exercised by reason of the expiration of a period of time. Such period of time is hereinafter referred to as “the limitation period”.

2. This Convention shall not affect a particular time-limit within which one party is required, as a condition for the acquisition or exercise of his claim, to give notice to the other party to perform any act other than the institution of legal proceedings.

3. In this Convention:

a) “Buyer”, “seller” and “party” mean persons who buy or sell, or agree to buy or sell, goods, and the successors to and assigns of their rights or obligations under the contract of sale;

b) “Creditor” means a party who asserts a claim, whether or not such a claim is for a sum of money;

c) “Debtor” means a party against whom a creditor asserts a claim;

- d)* "Breach of contract" means the failure of a party to perform the contract or any performance not in conformity with the contract;
- e)* "Legal proceedings" includes judicial, arbitral and administrative proceedings;
- f)* "Person" includes corporation, company, partnership, association, or entity, whether private or public, which can sue or be sued;
- g)* "Writing" includes telegram and telex;
- h)* "Year" means a year according to the Gregorian calendar.

Article 2

For the purposes of this Convention:

- a)* A contract of sale goods shall be considered international if, at the time of the conclusion of the contract, the buyer and the seller have their places of business in different States;
- b)* The fact that the parties have their places of business in different States shall be disregarded whenever this fact does not appear either from the contract or from any dealings between, or from information disclosed by, the parties at any time before or at the conclusion of the contract;
- c)* Where a party to a contract of sale of goods has places of business in more than one State, the place of business shall be that which has the closest relationship to the contract and its performance, having regard to the circumstances known to or contemplated by the parties at the time of the conclusion of the contract;
- d)* Where a party does not have a place of business, reference shall be made to his habitual residence;
- e)* Neither the nationality of the parties nor the civil or commercial character of the parties or of the contract shall be taken into consideration.

Article 3

1. This Convention shall apply only if, at the time of the conclusion of the contract, the places of business of the parties to a contract of international sale of goods are in Contracting States.
2. Unless this Convention provides otherwise, it shall apply irrespective of the law which would otherwise be applicable by virtue of the rules of private international law.
3. This Convention shall not apply when the parties have expressly excluded its application.

Article 4

This Convention shall not apply to sales;

- a)* Of goods bought for personal, family or household use;
- b)* By auction;
- c)* On execution or otherwise by authority of law;
- d)* Of stocks, shares, investment securities, negotiable instruments or money;
- e)* Of ships, vessels or aircraft;
- f)* Of electricity.

Article 5

This Convention shall not apply to claims based upon:

- a)* Death of, or personal injury to, any person;
- b)* Nuclear damage caused by the goods sold;
- c)* A lien, mortgage or other security interest in property;
- d)* A judgement or award made in legal proceedings;
- e)* A document on which direct enforcement or execution can be obtained in accordance with the law of the place where such enforcement or execution is sought;
- f)* A bill of exchange, cheque or promissory note.

Article 6

1. This Convention shall not apply to contracts in which the preponderant part of the obligations of the seller consists in the supply of labour or other services.
2. Contracts for the supply of goods to be manufactured or produced shall be considered to be sales, unless the party who orders the goods undertakes to supply a substantial part of the materials necessary for such manufacture or production.

Article 7

In the interpretation and application of the provisions of this Convention, regard shall be had to its international character and to the need to promote uniformity.

The Duration and commencement of the limitation period

Article 8

The limitation period shall be four years.

Article 9

1. Subject to the provisions of articles 10, 11 and 12 the limitation period shall commence on the date on which the claim accrues.
2. The commencement of the limitation period shall not be postponed by:
 - a) A requirement that the party be given a notice as described in paragraph 2 of article 1, or
 - b) A provision in an arbitration agreement that no right shall arise until an arbitration award has been made.

Article 10

1. A claim arising from a breach of contract shall accrue on the date on which such breach occurs.
2. A claim arising from a defect or other lack of conformity shall accrue on the date on which the goods are actually handed over to, or their tender is refused by, the buyer.
3. A claim based on fraud committed before or at the time of the conclusion of the contract or during its performance shall accrue on the date on which the fraud was or reasonably could have been discovered.

Article 11

If the seller has given an express undertaking relating to the goods which is stated to have effect for a certain period of time, whether expressed in terms of a specific period of time or otherwise, the limitation period in respect of any claim arising from the undertaking shall commence on the date on which the buyer notifies the seller of the fact on which the claim is based, but not later than on the date of the expiration of the period of the undertaking.

Article 12

1. If, in circumstances provided for by the law applicable to the contract, one party is entitled to declare the contract terminated before the time for performance is due, and exercises this right, the limitation period in respect of a claim based on any such circumstances shall commence on the date on which the declaration is made to the other party. If the contract is not declared to be terminated before performance becomes due, the limitation period shall commence on the date on which performance is due.
2. The limitation period in respect of a claim arising out of a breach by one party of a contract for the delivery of or payment for goods by instalments shall, in relation to each separate instalment, commence on the date on which the particular breach occurs. If, under the law applicable to the contract, one party is entitled to declare the contract terminated by reason of such breach, and

exercises this right, the limitation period in respect of all relevant instalments shall commence on the date on which the declaration is made to the other party.

Cessation and extensions of the limitation period

Article 13

The limitation period shall cease to run when the creditor performs any act which, under the law of the court where the proceedings are instituted, is recognized as commencing judicial proceedings against the debtor or as asserting his claim in such proceedings already instituted against the debtor, for the purpose of obtaining satisfaction or recognition of his claim.

Article 14

1. Where the parties have agreed to submit to arbitration, the limitation period shall cease to run when either party commences arbitral proceedings in the manner provided for in the arbitration agreement or by the law applicable to such proceedings.

2. In the absence of any such provision, arbitral proceedings shall be deemed to commence on the date on which a request that the claim in dispute be referred to arbitration is delivered at the habitual residence or place of business of the other party or, if he has no such residence or place of business, then at his last known residence or place of business.

Article 15

In any legal proceedings other than those mentioned in articles 13 and 14, including legal proceedings commenced upon the occurrence of:

- a) The death or incapacity of the debtor,
 - b) The bankruptcy or any state of insolvency affecting the whole of the property of the debtor, or
 - c) The dissolution or liquidation of a corporation, company, partnership, association or entity when it is the debtor,
- the limitation period shall cease to run when the creditor asserts his claim in such proceedings for the purpose of obtaining satisfaction or recognition of the claim, subject to the law governing the proceedings.

Article 16

For the purposes of articles 13, 14 and 15, any act performed by way of counterclaim shall be deemed to have been performed on the same date as the act performed in relation to the claim against which the counterclaim is raised, provided that both the claim and the counterclaim relate to the same contract or to several contracts concluded in the course of the same transaction.

Article 17

1. Where a claim has been asserted in legal proceedings within the limitation period in accordance with articles 13, 14, 15 or 16, but such legal proceedings have ended without a decision binding on the merits of the claim, the limitation period shall be deemed to have continued to run.

2. If, at the time such legal proceedings ended, the limitation period has expired or has less than one year to run, the creditor shall be entitled to a period of one year from the date on which the legal proceedings ended.

Article 18

1. Where legal proceedings have been commenced against one debtor, the limitation period prescribed in this Convention shall cease to run against any other party jointly and severally liable with the debtor, provided that the creditor informs such party in writing within that period that the proceedings have been commenced.

2. Where legal proceedings have been commenced by a subpurchaser against the buyer, the limitation period prescribed in this Convention shall cease to run in relation to the buyer's claim over against the seller, if the buyer informs the seller in writing within that period that the proceedings have been commenced.

3. Where the legal proceedings referred to in paragraphs 1 and 2 of this article have ended, the limitation period in respect of the claims of the creditor or the buyer against the party jointly and severally liable or against the seller shall be deemed not to have ceased running by virtue of paragraphs 1 and 2 of this article, but the creditor or the buyer shall be entitled to an additional year from the date on which the legal proceedings ended, if at that time the limitation period had expired or had less than one year to run.

Article 19

Where the creditor performs, in the State in which the debtor has his place of business and before the expiration of the limitation period, any act, other than the acts described in articles 13, 14, 15 and 16, which under the law of that State has the effect of recommencing a limitation period, a new limitation period of four years shall commence on the date prescribed by that law.

Article 20

1. Where the debtor, before the expiration of the limitation period, acknowledges in writing his obligation to the creditor, a new limitation period of four years shall commence to run from the date of such acknowledgement.

2. Payment of interest or partial performance of an obligation by the debtor shall have the same effect as an acknowledgement under paragraph (1) of this article if it can reasonably be inferred from such payment or performance that the debtor acknowledges that obligation.

Article 21

Where, as a result of a circumstance which is beyond the control of the creditor and which he could neither avoid nor overcome, the creditor has been prevented from causing the limitation period to cease to run, the limitation period shall be extended so as not to expire before the expiration of one year from the date on which the relevant circumstance ceased to exist.

Modification of the limitation period by the parties

Article 22

1. The limitation period cannot be modified or affected by any declaration or agreement between the parties, except in the cases provided for in paragraph (2) of this article.

2. The debtor may at any time during the running of the limitation period extend the period by a declaration in writing to the creditor. This declaration may be renewed.

3. The provisions of this article shall not affect the validity of a clause in the contract of sale which stipulates that arbitral proceedings shall be commenced within a shorter period of limitation than that prescribed by this Convention, provided that such clause is valid under the law applicable to the contract of sale.

General limit of the limitation period

Article 23

Notwithstanding the provisions of this Convention, a limitation period shall in any event expire not later than 10 years from the date on which it commenced to run under articles 9, 10, 11 and 12 of this Convention.

Consequences of the expiration of the limitation period

Article 24

Expiration of the limitation period shall be taken into consideration in any legal proceedings only if invoked by a party to such proceedings.