

PIL REVISION

I. Rome I Regulation

1. Assess whether the following clauses can be considered as a choice of law under the Rome I Regulation. Assume a private law relationship exists between two entrepreneurs with a relevant international element. The parties have explicitly excluded the application of the UN Convention on Contracts for the International Sale of Goods (CISG). Where possible, explain the applicability of the Rome I Regulation.
 - a) This contract, including the issues of its creation, termination or changes, together with issues related to it, is governed by Czech law; the UN Convention on Contracts for the International Sale of Goods is excluded.
 - b) This Agreement is governed by Islamic law.
 - c) the Agreement and all relations arising out of it shall be governed by Florida law.
 - d) The consequences of a breach of contract, including the determination of damages, are governed by Belgian law.
 - e) This contract is governed by *lex mercatoria*.
 - f) This Agreement is governed by the UNIDROIT Principles of International Commercial Contracts.
 - g) This contract and all rights and obligations arising from it are governed by the terms and conditions of the FIDIC Red Book.
 - h) The contract is governed by the general terms and conditions of ABN 2011 (general insurance conditions in construction used by German insurance companies).
 - i) All disputes arising out of this contract shall be resolved before the Czech courts.
 - j) Obligations under contracts together with any non-contractual obligations are governed by Slovak law.
 - k) The contract is governed by the Czech Civil Code as amended.
 - l) The Contract, including issues related to it, is governed by the Czech Commercial Code, as in effect on 1 January 2005.
 - m) The contract, including issues of its origin, termination, or changes, together with issues related to it, is governed by Czech law if any dispute is resolved by Czech courts, or by Polish law if any dispute is resolved by Czech courts.
 - n) All disputes arising from the contract shall be resolved at the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic. The arbitrators will proceed by Czech law.
2. Is it possible to choose a law applicable tacitly?

II. Application links of the UN Convention on Contracts for the International Sale of Goods (CISG)

1. State the position of the CISG in relation to the Rome I Regulation. Consider a) the nature of the regulation and b) the scope in all its aspects
2. Identify provisions that are essential for determining the substantive scope of the CISG.
3. Identify provisions essential to the temporal validity of the CISG.
4. Identify provisions essential to the personal scope of the CISG.
5. Formulate the CISG application test on the example below:

Company Master Frog, s.r.o., established under Czech law, its registered office and place of business in Brno, is a distributor and direct seller of frog legs in selected top restaurants in the Czech Republic. It decided to buy the frog legs from Cuisses de Grenouille, s. A. R. L., A company incorporated under French law, with its registered office and place of business in Lyon. Society "boasts" of keeping frogs itself in aquariums. In July 2021, the parties concluded a written sales contract, the subject of which

was the delivery of 300 kg of frog legs for the price of 2990 euros. The agreement included, *inter alia*, this clause: "This agreement and the relations arising from it are governed by British law. The UN Convention on Contracts for the International Sale of Goods shall not apply." Assess the validity of such a choice of law. In response, focus on, among other things, whether EU regulations apply in Guernsey.

6. For the following clauses, assume that the parties have not explicitly excluded the United Nations Convention on Contracts for the International Sale of Goods (CISG). Assess whether the following clauses are sufficient to exclude the CISG and justify your reply.

- a) This contract is governed by Czech law.
- b) This contract is governed by Indian law.
- c) This contract is governed by the Czech Civil Code (Act No. 89/2012 Coll.).