



Language of the Offer under the CISG in a Comparative Law Perspective

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As regards to the language of the communication under the United Nations Convention on Contracts for the International Sale of Goods (“CISG”), the circumstances of the each case shall be determinative; read and interpreted in accordance with Article 8¹; as well as Article 9.

The issue of “language risk” was also resolved in the same manner by the German Court² in its decision dated 8 February 1995 whereby the Court declared that the issue falls within the reign of Article 24 which should be read in light of the Articles 8(2), 8(3) and 9 of the Convention so that it would allow the Court to consider the particular circumstances of the each case. First of all, the Court rejected the idea that all businessmen must have an understanding of the English language or at least the opportunity for a translation and establishes that each case must be determined on its

¹ HUBER, P., & MULLIS, A., *The CISG a new textbook for students and practitioners*, München, Sellier, 2007, pp.79-80.

² GERMANY, Appellate Court Hamm (Socks case), 8 February 1995.

on facts. The Court further submitted that according to international practices and usages, a reasonable person who receives a declaration in a language that is unknown to it and different than the one used between the Parties during their previous negotiations, would be expected to obtain reliable knowledge of the contents of such declaration in another manner when it is obvious that it has legal relevance.³ In other words, if the addressee is communicated through a language that it does not understand, normally, it is not required to have the declaration interpreted. However, if the circumstances of the case reveal that the declaration in question is discernibly of legal relevance; then the addressee may be expected to make additional efforts to understand the content of such offer or ask for the declarer's assistance.⁴

Under Turkish Law, however, Law No: 805 dated 1926 on Mandatory Use of the Turkish Language for Corporations requires all Turkish companies to conduct their correspondence, execute their agreements and keep their commercial books in the Turkish language, if concluded in Turkey. Foreign companies, too, has to use Turkish language with Turkish companies in their transactions and contracts in addition to its preferred language. However, the Turkish language prevails over the foreign language. Despite the fact that this law is seldom taken into consideration in practice, it should be noted that it still in effect.

Should you have any questions on [international sales law, the CISG or Turkish contract law](#), please contact us at info@guzeloglu.legal.

³ Legal relevance was obvious due to the fact that Parties were in the middle of business negotiations and the declaration in question was related to an invoice previously sent with an indication of the invoice number and invoice price, which requires no translation to figure out that, at least, it has legal relevance.

⁴ SCHWENZER, I. (ed.) , Schlechtriem & Schwenzler, Commentary on the UN Convention on the International Sale of Goods (CISG), 3rd ed., Oxford, Oxford University Press, 2010, p. 394.