

Syarat fundamental breach dalam pembatalan kontrak jual beli internasional berdasarkan konvensi jual beli internasional the united nations convention on contracts for international sale of goods 1980 = Fundamental breach in avoidance of international sale of goods contracts in accordance to the united nations convention on contracts for international sale of goods 1980

Asri Rahimi, author

Deskripsi Lengkap: <https://lib.ui.ac.id/detail?id=20412763&lokasi=lokal>

---

Abstrak

The United Nations Convention on Contracts for International Sale of Goods (CISG) adalah konvensi jual beli internasional yang disusun oleh United Nations Commission on International Trade Law demi menjembatani perbedaan sistem hukum negara-negara di dunia mengenai hukum jual beli internasional. Salah satu ketentuan CISG memungkinkan pembeli untuk membatalkan kontrak jual beli internasional, selama persyaratan tertentu dalam CISG terpenuhi. Adapun persyaratan tersebut adalah wanprestasi yang merupakan Fundamental Breach berdasarkan dalam Pasal 25 CISG. Fundamental Breach memiliki 2 elemen: substantial deprivation dan foreseeability. Berdasarkan 2 kasus yang dibawa ke hadapan pengadilan Kanada, yaitu Brown & Root v. Aerotech dan Diversitel v. Glacier, terdapat keengganan majelis hakim untuk memberlakukan CISG sebagai dasar hukum pembatalan kontrak.

<hr>

The United Nations Convention on Contracts for International Sale of Goods (CISG) is an international sale of goods convention made by the United Nations Commission on International Trade Law to bridge the differences among every countries international sales laws. One of the provisions in the CISG allows the buyer to avoid a contract if certain requirements within the CISG are satisfied. One of those requirements is if the breach amounts to a Fundamental Breach according to Article 25 CISG. Fundamental Breach consists of 2 elements: substantial deprivation and foreseeability. According to 2 cases brought before Canadian courts, Brown & Root v. Aerotech and Diversitel v. Glacier, there is reluctance within courts in applying CISG as the basis of avoidance of the contracts.