

# RECOMMENDATION 14 REVISION WORKING GROUP

PUBLIC REVIEW CONFERENCE CALLS 1  
NOVEMBER 4<sup>TH</sup> 2013, 13:00-14:30 CET

## Attendance

### Present:

Lance THOMPSON, Conex (FR)  
Paloma BERNAL TURNES, Georgetown Univ. (US)  
Jasmine JANG, NIPA (KR)  
Peter KUSTOR, Federal Chancellery (AT)  
Lauri RAILAS, Krogerus (FI)  
Jari SALO, Tieke (FI)

### Excused absents:

Martin FORSBERG, Ecrú Consulting (SE)  
Gérard GALLER, EU Commission (EC)  
Bill LUDDY, Legal Advisor(US)

## General summary – overview

Conference call aiming at addressing the comments received to date (comments 1-20).

Comment 1 (from IN T.A.Khan):

- Agreed; added to version 1.2 of the draft text.

Comment 2 (from JP Jastpro):

- This is a reasonable request. We believe that this is to be requested to the UNECE secretariat when the final version is being drafted. We will make the corresponding request at the appropriate time.

Comment 3 (from JP Jastpro):

- Importer / Exporter here would reduce the scope.
- It was suggested to use the term “country of sale” or “country of origin” to replace “country of purchase”. There were arguments against both.
- Resolution to delete the term “country of purchase” altogether which should reduce the incomprehension.

Comment 4 (from JP Jastpro):

- “international trade law” is a generally acceptable term.
- It is not the place of Rec14 to propose definitions of this term.
- Amendment refused.
- If further details are necessary: Could eventually add the phrase ... *whether written (CISG) or customary trade law (incoterms and the like)*
  - However, again it is not necessarily the place of this recommendation to provide guidance on this subject...

Comment 5 (from JP Jastpro):

- This is a reference (footnote), not a phrase.
- It is intended to allow the reader to find the source of the citation in the text lines 474-477.
- Amendment refused.

Comment 6 (from JP Jastpro):

- Editorial amendment agreed.

Comment 7 (from JP Jastpro):

- This term is correct and understandable in English.
- Amendment refused.

Comment 8 (from SE Forsberg):

- The recommendation is specifically on trade documents (the title)
- The working group members present agreed that there could be an added benefit in making reference to such web services.
- In order to ensure technology neutrality, it was preferred to indicate “on-line services.”
- Text added

Comment 9 (from SE Forsberg):

- The comment is justifiable.
- Text moved to a footnote as suggested.

Comment 10 (from SE Forsberg):

- This phrase is a transition from section 2 to 3...
- The working group experts present see no need to modify this phrase.
- Amendment refused.

Comment 11 (from SE Forsberg):

- Within the context of this recommendation, this term is comprehensible.
- The working group experts present see no need to add such qualifiers.
- Amendment refused.

Comment 12 (from SE Forsberg):

- Within the context of this recommendation, this term is comprehensible.
- The working group experts present see no need to add such qualifiers.
- Amendment refused.

Comment 13 (from SE Forsberg):

- This is a valid point.
- However, it was preferred to use a generic term rather than reference the suggested example.
- “...*make reference to a transversal agreement.*” Was added to draft 1.2

Comment 14 (from SE Forsberg):

- This phrase is grammatically correct. Emphasis is correctly put on the first part of the phrase...
- The working group experts present see no need to modify this phrase.
- Amendment refused.

Comment 15 (from SE Forsberg):

- This is not a contractual document.
- The document follows a certain logic and this definition is inserted in the correct place within the logic of this document.
- Amendment refused.

Comment 16 (from SE Forsberg):

- Following on comment 13, this is a valid point.

- Relevant phrase was added to the draft 1.2

Comment 17 (from SE Forsberg):

- This is a valid point.
- In order to eliminate the possible confusion, it was decided to add the phrase “Depending on the needs of the transaction...” and to change the verb to “may be expected” instead of “are expected”.

Comment 18 (from SE Forsberg):

- This is a valid point.
- It was first suggested to eliminate completely the last phrase in order to ensure technology neutrality. It does not seem to add anything really to the text...
- The Korean delegation who had originally proposed this text disagreed. The connection was very bad and it was not possible to establish their reasoning...
- In order to avoid confusion, it was decided to change the term “issue a certificate” to “ensure” which is more in line with technology neutrality and should respond to the comment of the submitter.

Comment 19 (from AT Kustor):

- Agreed.

Comment 20 (AT Kustor):

- It was decided that placing the first phrase of footnote 3 in the main text would alleviate part of the problem, but that still may not be sufficient for the EU...
- Consultation is necessary with UNCITRAL to determine how to resolve this question.

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Next conference call to resolve comment 20 and any other comments that come in is scheduled for Monday, December 2<sup>nd</sup> at 13:00 CET (Paris/Geneva-time).