the contract, neither knew nor ought to have known that the goods were bought for any such use;

(c) by auction;

(d) on execution or otherwise by authority of law;

(e) of stocks, shares, investment securities, negotiable instruments or money;

(f) of ships, vessels, hovercraft or aircraft;

(g) of electricity.

Article 3

(1) Contracts for the supply of goods to be manufactured or produced are to be considered sales unless the party who orders the goods undertakes to supply a substantial part of the materials necessary for such manufacture or production.

(2) This Convention does not apply to contracts in which the predominant part of the obligations of the party who furnishes the goods consists in the supply of labour or other services.

Article 4

This Convention governs only the formation of the contract of sale and the rights and obligations of the seller and the buyer arising from such a contract. In particular, except as otherwise expressly provided in this Convention, it is not concerned with:

(a) the validity of the contract or of any of its provisions or of any usage;

(b) the effect which the contract may have on the property in the goods sold.

Article 5

This Convention does not apply to the liability of the seller for death or personal injury caused by the goods to any person.

Article 6

The parties may exclude the application of this Convention or, subject to article 12, derogate from or vary the effect of any of its provisions.

CHAPTER II

GENERAL PROVISIONS

Article 7

(1) In the interpretation of this Convention, regard is to be had to its international character and to the need to promote uniformity in its application and the observance of good faith in international trade.

(2) Questions concerning matters governed by this Convention which are not expressly settled in it are to be settled in conformity with the general principles on which this Convention is based or, in the absence of such principles, in conformity with the law applicable by virtue of the rules of private international law.

Article 8

(1) Subject to the provisions of article 12, this Convention applies to contracts of sale between persons whose places of business are in the territories of different States when the contracts are for sale of goods which are at the time of the conclusion of the contract, or at any time before the conclusion of the contract, in the territory of the State where the seller has his place of business.

(2) The fact that persons have their places of business in different States is to be disregarded whenever this fact does not appear either from the contract or from any dealings between, or from information disclosed by, the seller and the buyer at any time before or at the conclusion of the contract.

(3) Neither the nationality of the parties nor the civil or commercial character of the parties or of the contract is to be taken into account in determining the application of this Convention.

Article 9

(1) Usages to which the parties have agreed and practices which they have established between themselves are binding upon them.

(2) The parties are considered to have impliedly made applicable to their contract or its formation a usage of which they knew or ought to have known and which is widely known to, and regularly observed in international trade by, parties to contracts of the type

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développement avant la conclusion ou lors de la conclusion du contrat, n'était pas et n'est pas très connu avant que ces marchandises aient été achetées pour un tel usage;

b) aux enchères;

c) sur saisie ou de quelque autre manière par autorité de justice;

d) de valeurs mobilières, effets de commerce et monnaies;

e) de navires, bateaux, aéroglisseurs et aéronefs;

f) d'électricité.

Article 3

(1) Sont réputées ventes les contrats de fourniture de marchandises à fabriquer ou à produire, à moins que la partie qui commande celles-ci n'ait à fournir une part substantielle des éléments matériels nécessaires à cette fabrication ou production.

(2) La présente Convention ne s'applique pas aux contrats dans lesquels la part prépondérante de l'obligation de la partie qui fournit les marchandises consiste en une fourniture de main-d'œuvre ou d'autres services.

Article 4

La présente Convention régit exclusivement la formation du contrat de vente et les droits et obligations que'un tel contrat fait naître entre le vendeur et l'acheteur. En particulier, sauf disposition contraire expresse de la présente Convention, celle-ci ne concerne pas :

a) la validité du contrat ni celle d'aucune de ses clauses non plus que celle d'un usage;

b) les effets que le contrat peut avoir sur la propriété des marchandises vendues.

Article 5

La présente Convention ne s'applique pas à la responsabilité du vendeur pour décès ou lésions corporelles causés à quiconque par les marchandises.

Article 6

Les parties peuvent exclure l'application de la présente Convention ou, sous réserve des dispositions de l'article 12, déroger à l'une quelconque de ses dispositions ou en modifier les effets.

CHAPITRE II

DISPOSITIONS GÉNÉRALES

Article 7

(1) Pour l'interprétation de la présente Convention, il sera tenu compte de son caractère international et de la nécessité de promouvoir l'uniformité de son application ainsi que d'assurer le respect de la bonne foi dans le commerce international.

(2) Les questions concernant les matières régies par la présente Convention et qui ne sont pas expressément tranchées par