Article 33

(1) If the buyer is not bound to pay the price at any other specific time, he must pay it when the seller places either the goods or documents controlling their disposition at the buyer's disposal in accordance with the contract and this Convention. The seller may make such payment a condition for handing over the goods or documents.

(2) If the contract involves carriage of the goods, the seller may dispatch the goods on terms whereby the goods, or documents controlling their disposition, may not be handed over to the buyer except against payment of the price.

(3) The buyer is not bound to pay the price until he has had an opportunity to examine the goods, unless the procedures for delivery or payment agreed upon by the parties are inconsistent with his having such an opportunity.

Article 39

The buyer must pay the price on the date fixed by or determinable from the contract and this Convention without the need for any request or compliance with any formality on the part of the seller.

Section II

Taking Delivery

Article 40

The buyer's obligation to take delivery consists:

(a) In doing all the acts which could reasonably be expected of him in order to enable the seller to make delivery; and

(b) In taking over the goods.

Section III

Remedies for Breach of Contract by the Buyer

Article 41

(1) If the buyer fails to perform any of his obligations under the contract or this Convention, the other may:

(a) exercise the rights provided in articles 42 to 45;

(b) claim damages as provided in articles 74 to 77.

(2) The seller is not deprived of any right he may have to claim damages by exercising his right to other remedies.

(3) No period of grace may be granted to the buyer in a court or arbitral tribunal in which he failed to perform his obligations, or to the seller in which he failed to perform his obligations, or to the buyer in which he failed to take delivery or to perform his obligations to take delivery.

Article 42

(1) The seller may declare the contract void if the failure by the buyer to perform any of his obligations under the contract or this Convention amounts to a fundamental breach of contract.

(2) In cases involving a breach of contract consisting in a failure to take delivery or to perform any other obligation of the buyer, the seller may also declare the contract void if the buyer does not within a reasonable period of time after the seller has demanded that he do so, or within a period of time specified by the seller in accordance with article 43, notify the seller that he will take delivery or perform his other obligations, or if he declares that he will not do so within the period specified.

(3) The seller may also declare the contract void if, after the time for delivery, the buyer does not take the goods, or if he does not pay the price, within the period of time specified by the seller in accordance with article 43, or if he declares that he will not do so within the period specified.

Article 43

(1) If the buyer does not perform his obligations to take delivery or to pay the price within a period of time fixed by or determinable from the contract, the seller may, by a notice to the buyer, specify a period of time of reasonable length for the performance by the buyer of his obligations.

(2) If the buyer declares to the seller that he will not perform his obligations within the period specified in the notice, the seller may declare the contract void.

Article 44

(1) Unless the seller has received the notice referred to in paragraph (2) of article 43, he may not declare the contract void because of the failure of the buyer to perform his obligations to take delivery or to perform any other obligation of the buyer, if the buyer has taken delivery or if the seller has received the price, unless and to the extent that the buyer has taken delivery or has paid the price, he may exercise his rights under this Convention only in respect of such obligations as the buyer has failed to perform.

(2) In such cases the seller may declare the contract void only in respect of the failure to perform such obligations as are a fundamental breach of contract.

Article 45

(1) If the seller has delivered the goods, he may, in the cases in which the failure of the buyer to perform his obligations under the contract or this Convention is a fundamental breach of contract, declare the contract void in respect of any failure to perform his obligations under the contract or this Convention by the buyer within a reasonable period of time after he becomes aware of the breach or after the expiration of any period of time specified by the seller in accordance with article 43, or after the buyer has declared that he will not perform his obligations within such period of time.

(2) The seller may also declare the contract void if, after the time for delivery, the buyer does not take the goods, or if he does not pay the price, within the period of time specified by the seller in accordance with article 43, or if he declares that he will not do so within the period specified.

Article 46

(1) The buyer may require the seller to deliver the goods, unless the buyer has taken any other remedy inconsistent with this requirement. The buyer may also require the seller to make good the lack of conformity of the goods by repairing them, if he could reasonably have expected such repair to be made by the seller in the circumstances and if the lack of conformity is of such a nature that it can be remedied by repair.

(2) If the goods are not in conformity with the contract, the buyer may require the seller to make good the lack of conformity by delivering goods of the same description, if the lack of conformity is of such a nature that it can be remedied by such delivery.

(3) If the goods are not in conformity with the contract, the buyer may require the seller to make good the lack of conformity by repairing them, if he could reasonably have expected such repair to be made by the seller in the circumstances and if the lack of conformity is of such a nature that it can be remedied by repair.

Article 47

(1) The buyer may fix an additional period of time of reasonable length for the performance by the seller of his obligations under the contract or this Convention.

(2) Unless the buyer has received notice from the seller that he will not perform his obligations within the period of time specified in paragraph (1) of this article, the buyer may, during this period of time, take no remedy inconsistent with the performance by the seller of his obligations under the contract or this Convention.

(3) If the seller has delivered the goods, the buyer may, in the cases in which the failure of the seller to perform his obligations under the contract or this Convention is a fundamental breach of contract, declare the contract void in respect of any failure to perform his obligations under the contract or this Convention by the seller within a reasonable period of time after he becomes aware of the breach or after the expiration of any period of time specified by the buyer in accordance with article 47, or after the seller has declared that he will not perform his obligations within such period of time.

(4) The buyer may also declare the contract void if, after the time for delivery, the seller does not deliver the goods, or if he does not pay the price, within the period of time specified by the buyer in accordance with article 47, or if he declares that he will not do so within the period specified.

Article 48

(1) If the seller has delivered the goods, the buyer may, in the cases in which the failure of the seller to perform his obligations under the contract or this Convention is a fundamental breach of contract, declare the contract void in respect of any failure to perform his obligations under the contract or this Convention by the seller within a reasonable period of time after he becomes aware of the breach or after the expiration of any period of time specified by the buyer in accordance with article 47, or after the seller has declared that he will not perform his obligations within such period of time.

(2) The buyer may also declare the contract void if, after the time for delivery, the seller does not deliver the goods, or if he does not pay the price, within the period of time specified by the buyer in accordance with article 47, or if he declares that he will not do so within the period specified.

Article 49

(1) If the seller has delivered the goods, he may, in the cases in which the failure of the buyer to perform his obligations under the contract or this Convention is a fundamental breach of contract, declare the contract void in respect of any failure to perform his obligations under the contract or this Convention by the buyer within a reasonable period of time after he becomes aware of the breach or after the expiration of any period of time specified by the seller in accordance with article 43, or after the buyer has declared that he will not perform his obligations within such period of time.

(2) The seller may also declare the contract void if, after the time for delivery, the buyer does not take the goods, or if he does not pay the price, within the period of time specified by the seller in accordance with article 43, or if he declares that he will not do so within the period specified.

Article 50

(1) If the seller has delivered the goods, he may, in the cases in which the failure of the buyer to perform his obligations under the contract or this Convention is a fundamental breach of contract, declare the contract void in respect of any failure to perform his obligations under the contract or this Convention by the buyer within a reasonable period of time after he becomes aware of the breach or after the expiration of any period of time specified by the seller in accordance with article 43, or after the buyer has declared that he will not perform his obligations within such period of time.

(2) The seller may also declare the contract void if, after the time for delivery, the buyer does not take the goods, or if he does not pay the price, within the period of time specified by the seller in accordance with article 43, or if he declares that he will not do so within the period specified.

Article 51

(1) If the seller has delivered the goods, he may, in the cases in which the failure of the buyer to perform his obligations under the contract or this Convention is a fundamental breach of contract, declare the contract void in respect of any failure to perform his obligations under the contract or this Convention by the buyer within a reasonable period of time after he becomes aware of the breach or after the expiration of any period of time specified by the seller in accordance with article 43, or after the buyer has declared that he will not perform his obligations within such period of time.

(2) The seller may also declare the contract void if, after the time for delivery, the buyer does not take the goods, or if he does not pay the price, within the period of time specified by the seller in accordance with article 43, or if he declares that he will not do so within the period specified.

Article 52

(1) If the seller has delivered the goods, he may, in the cases in which the failure of the buyer to perform his obligations under the contract or this Convention is a fundamental breach of contract, declare the contract void in respect of any failure to perform his obligations under the contract or this Convention by the buyer within a reasonable period of time after he becomes aware of the breach or after the expiration of any period of time specified by the seller in accordance with article 43, or after the buyer has declared that he will not perform his obligations within such period of time.

(2) The seller may also declare the contract void if, after the time for delivery, the buyer does not take the goods, or if he does not pay the price, within the period of time specified by the seller in accordance with article 43, or if he declares that he will not do so within the period specified.