

Questionnaire

Respondent's name *: _____

Company*: _____ Department*: _____

(*This information is for internal or statistical use only and will be kept confidential.)

Please return the completed questionnaire to:

.....

You may also fax the questionnaire to:

.....

Survey regarding the relevance of the United Nations Convention on Contracts for the International Sale of Goods (CISG) in legal practice and the exclusion of its application

Please mark the applicable answer with a cross. (Multiple entries should only be made within question 6.)
At the indicated spaces you may also complete the answer by adding your own text.

	Are you familiar with the CISG? If so, in which way ?			
1.	No <input type="checkbox"/>		Yes, as I deal with the CISG routinely in my work. <input type="checkbox"/>	
			Yes, I have heard about it <input type="checkbox"/>	
			Yes, through my academic work. <input type="checkbox"/>	
			Yes, from specialized literature. <input type="checkbox"/>	
			Yes, through comments from colleagues. <input type="checkbox"/>	
			Yes, <input type="checkbox"/>	

	How many of the business transactions supported by your company or your clients relate to international sales of goods in your estimation?				
2.	all of them <input type="checkbox"/>	the majority <input type="checkbox"/>	about half of them <input type="checkbox"/>	the minority <input type="checkbox"/>	isolated cases <input type="checkbox"/>

	How many of the contracts concluded by your company or your clients have fallen in the CISG's scope of application?				
3.	As I do not know the CISG's scope of application, I cannot answer this question. <input type="checkbox"/>				
	all of them <input type="checkbox"/>	the majority <input type="checkbox"/>	about half <input type="checkbox"/>	the minority <input type="checkbox"/>	isolated cases <input type="checkbox"/>

Does the CISG have legal advantages for your company or your clients' companies in comparison to the national law?

7.

- Neither the CISG nor the national law has decisive advantages.
- The national rules are legally advantageous for our company or our clients' companies (for the reasons named below).
- The CISG is legally advantageous for our company or our clients' companies (for the reasons named below).

reasons:

.....

.....

8.

Is your response to question 6 or question 7 more relevant to the decision to exclude the CISG?

The response to question 6 The response to question 7 To an equal degree

9.

In those contracts in which the CISG is assumed to apply and its application is not excluded entirely, do you choose to modify the CISG (exclude, replace, or vary individual provisions or parts of the CISG)?

Yes, normally Yes, occasionally No, never

If yes, what is the focal point of the modification?

(For example: *The replacement of the provisions on remedies for breach of contract*)

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10.

In how many of those cases, in which you the CISG's application was not excluded, did the application of the CISG become apparent only after litigation or arbitration had started?

In more than 50% In about 50% In less than 50% In isolated cases Never

11.

Have the cases mentioned in question 10 resulted in a change of your company's procedures or the consultation with your clients?

Yes, usually Yes, occasionally No, never

Thank you very much for your decision to participate in our survey and that you devote some of your valuable time to this project.

We will inform you about the final result of the survey as soon as the evaluation is concluded.

Yours sincerely,

