

A COMPARISON STUDY OF FORESEEABILITY
IN CONTRACTUAL DAMAGES IN
INTERNATIONAL INSTRUMENTS

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In the law of contract, when there is a breach of a party's contractual obligations, the aggrieved party may seek recovery of damages. However, the compensation should not be always equal to the whole loss which follows as a consequence of a party's breach. To avoid inequitable results, foreseeability has been introduced in national legal systems and international instruments with numerous versions as a method to limit damage award in contract law. This research seeks to investigate the foreseeability approach adopted in the international instruments: the Vienna Convention (CISG), UNIDROIT Principles (UPICC) and Principles of European Contract Law (PECL). It will examine, by comparative and analysis methods, how the foreseeability test is applied under the model instruments and what are the similarities and differences between these instruments. It is concluded that although there is insignificant variation in wordings, foreseeability regulated in the UPICC and PECL correspond to the CISG.

Keywords: Foreseeability, contractual damages, CISG, UPICC, PECL