# Article information:

Opinion No16 Exclusion of the CISG under Article 6  
<http://cisgac.com/cisgac-opinion-no16/>

# Article summary:

1. The CISG applies to contracts of sale of goods between parties whose places of business are in different states, unless the parties agree to exclude its application.

2. The principle of party autonomy expressed in Art. 6 CISG permits parties to agree to exclude its application, at the time of or after the conclusion of the contract.

3. The intent of the parties to exclude must be determined in accordance with Art. 8 CISG and should be clearly manifested, whether at the time of conclusion of the contract or at any time thereafter.

# Article rating:

May be slightly imbalanced: The article presents the information in a generally reliable way, but there are minor points of consideration that could be explored further or claims that are not fully backed by appropriate evidence. Some perspectives may also be omitted, and you are encouraged to use the research topics section to explore the topic further.

# Article analysis:

The article is generally reliable and trustworthy as it provides a comprehensive overview on exclusion of the CISG under Article 6, citing relevant provisions from the Convention and providing clear explanations on how they should be interpreted and applied. The article also provides useful insights into how an agreement to exclude should be formed and what factors should be taken into consideration when determining if such an agreement exists.

The article does not appear to have any biases or one-sided reporting as it presents both sides equally and does not promote any particular point of view over another. It also does not make any unsupported claims or omit any points that should have been considered, nor does it present any evidence for its claims that could be deemed unreliable or incomplete. Furthermore, all counterarguments are explored thoroughly and no promotional content is included in the text.

The only potential issue with this article is that it does not mention possible risks associated with excluding the CISG from a contract, which could lead readers to believe that there are no risks involved in doing so when in fact there may be some risks depending on the circumstances.

# Topics for further research:

* Risks associated with excluding CISG
* Consequences of excluding CISG
* Formation of agreement to exclude CISG
* Implications of excluding CISG
* CISG exclusion clauses
* CISG exclusion agreement requirements

# Report location:

<https://www.fullpicture.app/item/d11088e6f5d2b2f3576cb41046ffc376>