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U n i d r o i t

INTERNATIONAL INSTITUTE FOR THE UNIFICATION OF PRIVATE LAW

COMMITTEE OF GOVERNMENTAL EXPERTS FOR THE PREPARATION OF A DRAFT

CONVENTION ON INTERNATIONAL FINANCIAL LEASING

Proposals by the French delegation with regard to the text
of the preliminary draft uniform rules on international
financial leasing as this emerged from the second session
of governmental experts

Rome, April 1987

Article 1(2)(c)

This provision might be redrafted as follows:

"The rentals payable under the leasing agreement are fixed so as to take into account the amortisation of the whole or a part of the equipment, on the one hand, and the cost of the transaction, on the other."

Article 3

The drafting of this article could be made clearer by being redrafted as follows:

"This Convention applies whether the leasing agreement confers on the lessee the right to buy or not to buy the equipment or to hold it on lease for a further period.

Article 6:

"Les questions relatives à l'incorporation ou à la fixation du matériel à un immeuble ainsi que les droits respectifs du crédit-bailleur et du propriétaire de l'immeuble qui en résultent sont régis par la loi de l'Etat de situation de cet immeuble".

Note by the Unidroit Secretariat:

The amendments proposed to the French text of this provision would not appear to entail any corresponding amendment to the present text of Article 6 as it emerged from the second session of the committee. This text reads as follows:

"Any question whether or not the equipment has become a fixture to or incorporated in land, and if so the effect on the rights of the lessor and the owner of the land inter se shall be determined by the law of the State where the land is situated."

Article 7(1):

"1. - (a) The lessor does not owe the lessee any duty in contract to the extent that it has not intervened in the choice of the supplier or the choice or specifications of the equipment.

(b) The lessor shall not be liable to third parties for any physical damage or bodily injury caused by the equipment."

Article 9(2):

"Nothing in this article shall entitle the lessee to rescind the supply agreement or to vary any part of it which is substantial or which affects the duties of the lessor without the agreement of the latter."

Article 10

Add a fifth paragraph to Article 10, worded as follows:

"The lessee may be liable to the lessor to the extent that it was itself the cause of the non-delivery, delay in delivery or the delivery of non-conforming equipment."