



Surname, First name	Ferrari Franco
Address	NYU School of Law 409B 40 Washington Square South New York, NY 10012
Telephone	+12129928123
Fax	
Email	franco.ferrari@nyu.edu
Nationality/ Date of Birth	Italian, 26 October 1965

Educational/Professional Memberships

President, Arbitrator Committee, Thailand Arbitration Center

Member of the ICDR Panel of Arbitrators and Mediators

Titular Member of the International Academy of Comparative Law

Member of the Board of Trustees of the Center for Transnational Law (CENTRAL), Cologne, Germany

Member of the Board of Trustees of the Institute of International Commercial Law of the Pace University School of Law, White Plains, NY, USA

Member of the Advisory Board of the German peer reviewed law review *ZEITSCHRIFT FÜR EUROPÄISCHES PRIVATRECHT*

Member of the Editorial Board of the French peer reviewed law review *REVUE DE DROIT DES AFFAIRES INTERNATIONALES*

Member of the Editorial Board of the Belgian peer reviewed law review *EUROPEAN REVIEW OF PRIVATE LAW*

Member of the Editorial Board of the German peer reviewed law review *INTERNATIONALES HANDELSRECHT*

Member of the Editorial Board of the Italian peer reviewed law reviews *CONTRATTO E IMPRESA* and *CONTRATTO E IMPRESA/EUROPA*

Member of the International Arbitration Club of New York

Current Position

Professor of Law and Director of the Center for Transnational Litigation, Arbitration and Commercial Law, New York University School of Law, New York, USA

Professional Experience

Full-time Teaching Positions:

October 2002 – June 2016, *Full Professor, with tenure, of International Law*, Verona University School of Law, Verona, Italy

August 2000 – April 2002, *Legal Officer*, United Nations Office of Legal Affairs, International Trade Law Branch, Vienna, Austria

November 1998 – September 2002, *Full Professor, with tenure, of Comparative Private Law*, Bologna University School of Law, Bologna, Italy

1 May 1995 – 31 October 1998, *Full Professor, with tenure, of Comparative Private Law*, Tilburg University, Faculty of Law, Tilburg, the Netherlands

Practical Experience (other than ADR Experience):

Extensive experience in drafting international concession contracts, international distribution contracts (involving, among others, electricity, petrol, gas, photovoltaic material, applied steel), international manufacturing contracts, contracts for the international sale of goods (and any other kind of import/export relationship), international factoring contracts, international banking contracts, joint-venture agreements, international transport contracts (transport by sea, transport by road, air transport), choice of law clauses, choice of forum clauses, arbitration clauses.

Retained as expert by U.S. as well as foreign companies and counsel in securities litigation in relation to forum-non-conveniens issues and the enforceability of U.S. monetary judgments in various European countries, specifically in Austria, France, Germany and Italy.

Retained as expert in various arbitrations (under various institutional rules) related to import/export contracts subject to the United Nations Convention on Contracts for the International Sale of Goods

Acted as expert on foreign law matters appointed by Italian state courts (in relation to the laws of Brazil, Colombia, England, and Panama).

Handles routinely settlement talks between parties involved in state court litigation.

Arbitration Experience

Commercial Arbitration Experience

Experience as party-appointed arbitrator and as chair in ad-hoc arbitrations in Europe (Austria, England, Germany, Italy, Switzerland) and Asia (Hong Kong and Singapore), involving international manufacturing contracts, international banking contracts, international construction contracts, international concession contracts, international franchise contracts, contracts for the international sale of goods, joint-ventures as well as insurance law and company law issues and intellectual property law issues.

Experience as co-arbitrator in arbitrations administered by the International Chamber of Commerce (ICC), London Court of International Arbitration (LCIA), AAA/ICDR, the Vienna International Arbitration Center (VIAC) as well as the Chamber of National and International Arbitration of Milan, and the Verona Chamber of Commerce, the Lugano Chamber of Commerce, in arbitrations involving company law issues, copyright issues, distribution law issues, energy law issues, turn-key contracts, and sales law issues.

From a geographical point of view, the relationships dealt with are very diverse, as they concerned relationships involving parties from Belarus, China, Egypt, Hong Kong, India, Russia, Slovenia, Slovakia, South Africa, Tunisia, facing parties from the U.S., Austria, Belgium, Ecuador, England, Finland, France, Germany, Israel, Italy as well as Spain, Sweden, Turkey, Venezuela and the United Arab Emirates.

The goods involved in the sales contracts ranged from airplanes (in a dispute over wrongful termination of a long term contract), crude oil (in a dispute over the quality of the oil delivered) and gas (in a dispute over the conformity with import regulations), to photovoltaic material (in a dispute on the wrongful termination of long term contracts), applied steel (in a dispute over the existence of a duty to obtain government authorization for import by one party), medical devices (in a dispute relating, among others, to the infringement of intellectual property rights), and pharmaceuticals (in a dispute over the quality of the goods delivered), hardware, weapons systems, drilling rigs, as well as ships.

The claim size dealt with varied; it ranged from 246.000,00 USD in a dispute between Turkish seller and Italian buyer, to 590.000.000,00 USD in a dispute between a Chinese manufacturer and a German importer and, most recently, a dispute between a Chinese producer of photo-voltaic material and a German buyer the value of which was 1.000.000.000,00 USD, in which I was appointed by the Chinese party.

Investment Arbitration Experience

In 2012, I was appointed c-arbitrator by an investor in an ICSID arbitration (case ARB/12/18) based on the

Spanish-Venezuela BIT.

Recently, I was appointed by an investor in *ad hoc* arbitration based on the Swiss-Latvian BIT, as well as by a Caribbean State in an *ad hoc* arbitration seated in Miami.

Member of the ICSID Panels of Arbitrators and of Conciliators

Publications

Articles in chronological order (divided by language)

English

Autonomous Interpretation v. Homeward Trend v. Outward Trend, in CONTRATOS INTERNACIONALES edited by D.P. Fenandez Arroyo and J.A. Moreno Rodriguez, Buenos Aires, 2016, p. 127-134

How International Should International Arbitration Be?, in EPPUR SI MUOVE: THE AGE OF UNIFORM LAW edited by UNIDROIT, Rome, 2016, p. 847-855

Yukos revisited – A case comment on the set-aside decision in Yukos Universal Limited (Isle of Man) et al. v. Russia, PRAXIS DES INTERNATIONALEN PRIVAT- UND VERFAHRENSRECHTS, 2016, 478-48 (with Friedrich Rosenfeld)

Bridging the Gap Between Investment and Commercial Arbitration at the Enforcement Stage: Regime Interactions Between the New York Convention and International Investment Law, 12 NYU JOURNAL OF LAW AND BUSINESS, 2016, 295-316 (with Friedrich Rosenfeld)

CISG and the Law Applicable in International Commercial Arbitration: Remarks Focusing on Three Common Hypotheticals, in A TRIBUTE TO JOSEPH M. LOOKOFSKY edited by M.B. Andersen and R. F. Henschel, Copenhagen, 2015, p. 55-93

“Domestication” of Article 35(2)(a)?, in THE CISG CONVENTION AND DOMESTIC CONTRACT LAW. HARMONY, CROSS-INSPIRATION OR DISCORD? edited by J. Lookofsky and M.B. Andersen, Copenhagen, 2014, p. 91-110

Forum Shopping: A Plea for a Broad and Value-Neutral Definition, NYU LECTURES ON TRANSNATIONAL LITIGATION, ARBITRATION AND COMMERCIAL LAW, VOL. 1, New York, 2013

Forum Shopping in the International Commercial Arbitration Context: Setting the Stage, in FORUM SHOPPING IN THE INTERNATIONAL COMMERCIAL ARBITRATION CONTEXT edited by F. Ferrari, Munich, 2013, p. 1-22 = FESTSCHRIFT ULRICH MAGNUS edited by W. Wurmnest and P. Wankowski, 2014, p. 385-402

Offer and Acceptance inter Absentes, in ELGAR ENCYCLOPEDIA OF COMPARATIVE LAW edited by J. Smits, Cheltenham/Northhampton, 2nd ed., 2012, p. 625-646

PIL and CISG: Friends of Foes?, in SALES CONTRACTS UNDER THE NEW TURKISH CODE OF OBLIGATIONS AND THE CISG edited by S. Sipka and A.C. Yildrim, Istanbul, 2012, p. 43-116

CISG and OHADA Sales Law or the Relationship Between Global and Regional Sales Law, in CISG v. REGIONAL SALES LAW UNIFICATION edited by U.Magnus, Munich, 2012, p. 79-96

PIL and CISG: Friends of Foes?, INTERNATIONALES HANDELSRECHT, 2012, 89-113 = 31 JOURNAL OF LAW AND COMMERCE, 2013, 45-107

Factoring, in THE MAX PLANCK ENCYCLOPEDIA OF EUROPEAN PRIVATE LAW edited by J. Basedow et al., Oxford, 2012, p. 667-671

Leasing, in THE MAX PLANCK ENCYCLOPEDIA OF EUROPEAN PRIVATE LAW edited by J. Basedow et al., Oxford, 2012, p. 1045-1049

Transfer of Title, in THE MAX PLANCK ENCYCLOPEDIA OF EUROPEAN PRIVATE LAW edited by J. Basedow et al., Oxford, 2012, p. 1678-1681

Uncitral, in THE MAX PLANCK ENCYCLOPEDIA OF EUROPEAN PRIVATE LAW edited by J. Basedow et al., Oxford, 2012, p. 1705-1708

Uniform Law, in THE MAX PLANCK ENCYCLOPEDIA OF EUROPEAN PRIVATE LAW edited by J. Basedow et al., Oxford, 2012, p. 1732-1735

Getting to the law applicable to the merits in international arbitration and the consequences for getting it wrong, in CONFLICT OF LAWS IN INTERNATIONAL ARBITRATION, edited by F. Ferrari and S. Kröll, Munich, 2010, p. 257-323 (with Linda Silberman) = REVISTA BRASILEIRA DE ARBITRAGEM, 2010, 73-121

Informing Consumers About Themselves, ERASMUS LAW REVIEW, 2010, 93-119 (with Oren Bar-Gill)

Consumer Protection in International Private Perspectives. European Union, in CONSUMER PROTECTION IN INTERNATIONAL PRIVATE PERSPECTIVES edited by D. P. Fernandez Arroyo, Asuncion, 2010, p. 581-609 (with Francesca Ragni)

Warranties and "Lemons" under CISG Art. 35(2)(a), INTERNATIONALES HANDELSRECHT, 2010, 2-17 (with Clayton Gillette)

From Rome to Rome via Brussels, Remarks on the Law Applicable to Contractual Obligations Absent a Choice by the Parties, RABELS^Z, 2009, 750-769

Homeward Trend: What, Why and Why Not, in CISG METHODOLOGY edited by A. Janssen and O. Meyer, Munich, 2009, p. 171-206 = *Homeward Trend: What, Why and Why Not*, INTERNATIONALES HANDELSRECHT, 2009, 8-24 = *Homeward Trend and Lex Forism in International Sales Law*, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2009, 333-352

The CISG and its Impact on National Legal Systems : General Report, in THE CISG AND ITS IMPACT ON NATIONAL LEGAL SYSTEMS edited by F. Ferrari, Munich, 2008, p. 413-483

Have the Dragons of Uniform Sales Law Been Tamed? Ruminations on the CISG's Autonomous Interpretation by Courts, in SHARING INTERNATIONAL COMMERCIAL LAW ACROSS NATIONAL BOUNDARIES. FESTSCHRIFT FOR ALBERT H KRITZER ON THE OCCASION OF HIS EIGHTIETH BIRTHDAY edited by C.B. Andersen and U. Schroeter, London, 2008, p. 134-167

Hadley v Baxendale v Foreseeability under Article 74 CISG, in CONTRACT DAMAGES. DOMESTIC AND INTERNATIONAL PERSPECTIVES edited by D. Saidov and R. Cunningham, Oxford, 2008, p. 305-327

Choice of Forum and CISG: Remarks on the Latter's Impact on the Former, in DRAFTING CONTRACTS UNDER THE CISG edited by H.M. Flechtner et al., Oxford, 2007, p. 103-148

Review of Handbuch des internationalen Wirtschaftsrechts, UNIFORM LAW REVIEW, 2007, 198-204

The Interaction between the United Nations Convention on Contracts for the International Sale of Goods and Domestic Remedies (Rescission for Mistake and Remedies in Tort), RABELS^Z, 2007, 52-80

Offer and Acceptance Inter Absentes, in ELGAR ENCYCLOPEDIA OF COMPARATIVE LAW edited by J. Smits, Cheltenham/Northhampton, 2006, p. 497-516

Remarks on the UNCITRAL Digest's Comments on Article 6 CISG, JOURNAL OF LAW AND COMMERCE, 2006, 13-37

Fundamental Breach of Contract under the UN Sales Convention - 25 Years of Article 25 CISG, JOURNAL OF LAW AND

Short notes on the impact of the Article 95 reservation on the occasion of Prime Start Ltd. v. Maher Forest Products Ltd. et al., 17 July 2006, INTERNATIONALES HANDELSRECHT, 2006, 248-252

Fundamental Breach of Contract under the UN Sales Convention: 25 Years of Article 25 CISG, in LIBER MEMORIALIS PETAR SARCEVIC. UNIVERSALISM, TRADITION AND THE INDIVIDUAL edited by J. Erauw et al., Munich, 2006, p. 439-456 = *Fundamental Breach of Contract under the UN Sales Convention - 25 Years Article 25 CISG*, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2005, 389-400

What sources of law for contracts for the international sale of goods? Why one has to look beyond the CISG, INTERNATIONALES HANDELSRECHT, 2006, 1-20

The CISG's Uniform Interpretation by courts – An Update, in VINDOBONA JOURNAL OF INTERNATIONAL COMMERCIAL LAW AND ARBITRATION 2005, 233-252

Do Courts Interpret the CISG Uniformly?, in QUO VADIS CISG? edited by F. Ferrari, Munich/Paris/Brussels, 2005, p. 3-23

Review of Festschrift für Erik Jame, UNIFORM LAW REVIEW, 2005, 930-935

What Sources of Law for Contracts for the International Sale of Goods? Why One has to Look Beyond the CISG, INTERNATIONAL REVIEW OF LAW AND ECONOMICS, 2005, 314-341

International Sales Law and the Inevitability of Forum Shopping, 23 JOURNAL OF LAW AND COMMERCE, 2004, 169-192 = *International Sales Law and the Inevitability of Forum Shopping*, VINDOBONA JOURNAL OF INTERNATIONAL COMMERCIAL LAW AND ARBITRATION, 2004, 1-22

Divergences in the application of the CISG's rules on non-conformity of goods, RABELS Z, 2004, p. 473-494

The CISG's sphere of application: Articles 1-3 and 10, in THE DRAFT UNCITRAL DIGEST AND BEYOND: CASES, ANALYSIS AND UNRESOLVED ISSUES IN THE U.N. SALES CONVENTION edited by F. Ferrari, H.M. Flechtner and R.A. Brand, Munich, 2004, p. 21-95

Scope of application: Articles 4-5, in THE DRAFT UNCITRAL DIGEST AND BEYOND: CASES, ANALYSIS AND UNRESOLVED ISSUES IN THE U.N. SALES CONVENTION edited by F. Ferrari, H.M. Flechtner and R.A. Brand, Munich, 2004, p. 96-113.

CISG rules on exclusion and derogation: Article 6, in THE DRAFT UNCITRAL DIGEST AND BEYOND: CASES, ANALYSIS AND UNRESOLVED ISSUES IN THE U.N. SALES CONVENTION edited by F. Ferrari, H.M. Flechtner and R.A. Brand, Munich, 2004, p. 114-137

Interpretation of the Convention and gap-filling: Article 7, in THE DRAFT UNCITRAL DIGEST AND BEYOND: CASES, ANALYSIS AND UNRESOLVED ISSUES IN THE U.N. SALES CONVENTION edited by F. Ferrari, H.M. Flechtner and R.A. Brand, Munich, 2004, p. 138-171

Interpretation of statements: Article 8, in THE DRAFT UNCITRAL DIGEST AND BEYOND: CASES, ANALYSIS AND UNRESOLVED ISSUES IN THE U.N. SALES CONVENTION edited by F. Ferrari, H.M. Flechtner and R.A. Brand, Munich, 2004, p. 172-190

Trade usage and practices established between the parties, in THE DRAFT UNCITRAL DIGEST AND BEYOND: CASES, ANALYSIS AND UNRESOLVED ISSUES IN THE U.N. SALES CONVENTION edited by F. Ferrari, H.M. Flechtner and R.A. Brand, Munich, 2004, p. 191-205

Writing requirements: Articles 11-13, in THE DRAFT UNCITRAL DIGEST AND BEYOND: CASES, ANALYSIS AND UNRESOLVED ISSUES IN THE U.N. SALES CONVENTION edited by F. Ferrari, H.M. Flechtner and R.A. Brand, Munich, 2004, p. 206-215

The Formal Validity of Contracts for the International Sale of Goods Governed by the CISG – An Overview of Case Law, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2004, 85-90

The Relationship Between International Uniform Contract Law Conventions, 22 JOURNAL OF LAW AND COMMERCE, 2003, 57-75

Trade Usage and Practices Established Between the Parties under the CISG, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2003, 571-580

Gap-Filling and Interpretation of the CISG: Overview of International Case Law, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2003, 221-239 = *Gap-filling and Interpretation of the CISG: Overview of International Case Law*, VINDOBONA JOURNAL OF INTERNATIONAL COMMERCIAL LAW AND ARBITRATION, 2003, 63-92

Interpretation of Statements and Construction under the Convention for the International Sale of Goods (CISG) in the Light of Case Law, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2003, 96-107

Overview of Case Law on the CISG's International Sphere of Application and Its Applicability Requirements (Articles 1(1)(a) and 1(1)(b)), in REVUE DE DROIT DES AFFAIRES INTERNATIONALES 2002, 961-975

CISG and Private International Law, in THE 1980 UNIFORM SALES LAW. OLD ISSUES REVISITED IN THE LIGHT OF RECENT EXPERIENCES. VERONA CONFERENCE 2003 edited by F. Ferrari, Milan/Munich, 2003, p. 19-55

Gap-filling and Interpretation of the CISG: Overview of International Case Law, VINDOBONA JOURNAL OF INTERNATIONAL COMMERCIAL LAW AND ARBITRATION, 2003, 63-92

"Forum shopping" Despite International Uniform Contract Law Conventions, in FESTSCHRIFT FÜR PETER SCHLECHTRIEM ZUM 70. GEBURTSTAG edited by I. Schwenzer and G. Hager, Tübingen, 2003, p. 353-375

Universal and Regional Sales Law: Can they Coexist?, UNIFORM LAW REVIEW, 2003, 177-189

CISG Case Law: A New Challenge for Interpreters?, in THE CREATION AND INTERPRETATION OF COMMERCIAL LAW edited by C.P. Gilette, Dartmouth, 2003, p. 445-462

Forum shopping despite international uniform contract law conventions, INTERNATIONAL AND COMPARATIVE LAW QUARTERLY, 2002, 689-707

Brief Remarks on Electronic Contracting and the United Nations Convention on Contracts for the International Sale of Goods (CISG), VINDOBONA JOURNAL OF INTERNATIONAL COMMERCIAL LAW AND ARBITRATION, 2002, 289-304

Uniform Interpretation of International Commercial Law Conventions, in THE EVOLUTION OF LEGAL SYSTEMS, BIJURALISM AND INTERNATIONAL TRADE edited by L. Perret et al., Montreal, 2002, p. 443-465

Tribunale di Vigevano: Specific Aspects of the CISG Uniformly Dealt With, 20 JOURNAL OF LAW AND COMMERCE, 2001, 225-239

The OHBLA Draft Uniform Act on Contracts for the Carriage of Goods by Road. First Remarks on Its Sphere of Application, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2001, 898-905

International Sales Law in the Light of the OHBLA Uniform Act Relating to General Commercial Law and the 1980 Vienna Sales Convention, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2001, 599-607

Recent Italian Court Decisions on the CISG, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2001, 224-230

Overview on the Sphere of Application of the 1980 UN Convention on Contracts for the International Sale of Goods, in *Law and Practice of Export Trade* edited by the Center for Transnational Law, Münster, 2001, p. 53-96

How to Create One Uniform Contract Law, VINDOBONA JOURNAL OF INTERNATIONAL COMMERCIAL LAW AND

Burden of Proof under the CISG, REVIEW OF THE CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, 2001, 1-8

The International Sphere of Application of the 1988 Ottawa Convention on International Factoring, in DEVELOPMENTS IN EUROPEAN, ITALIAN AND ISRAELI LAW edited by A.M. Rabello and A. Zanotti, Bologna, 2001, p. 235-268 = The International Sphere of Application of the 1988 Ottawa Convention on International Factoring, 31 THE INTERNATIONAL LAWYER, 1997, 41-63

Applying the CISG in a truly uniform manner: Tribunale di Vigevano (Italy), 12 July 2000, UNIFORM LAW REVIEW, 2001, 203-215

The Relationship Between International Uniform Contract Law Conventions, UNIFORM LAW REVIEW, 2000, 69-84

The UNCITRAL Draft Convention on Assignment in Receivables Financing: Critical Remarks on Some Specific Issues, in PRIVATE LAW IN THE INTERNATIONAL AREA. LIBER AMICORUM KURT SIEHR edited by J. Basedow et al., The Hague, 2000, p. 179-196

The UNCITRAL Draft Convention on Assignment in Receivables Financing: Applicability, General Provisions and the Conflict of Conventions, 1 MELBOURNE JOURNAL OF INTERNATIONAL LAW, 2000, 1-18

CISG Case Law: A New Challenge for Interpreters?, 17 JOURNAL OF LAW AND COMMERCE, 1998, 245-261

Applicability and Applications of the CISG, INTERNATIONAL LEGAL FORUM, 1998, 137-290

General Principles and International Uniform Law Conventions: A Study of the 1980 Vienna Sales Convention and the 1988 Unidroit Conventions on International Factoring and Leasing, 1 European Journal of Law Reform, 1998/1999, 217-241 = 10 PACE INTERNATIONAL LAW REVIEW, 1997, 157-185 = UNIFORM LAW REVIEW, 1997, 451-473 = PRAVNI ZIVOT, 2003, 211-236

Remarks on the Autonomy and the Uniform Application of the CISG on the Occasion of Its Tenth Anniversary, 4 INTERNATIONAL CONTRACT ADVISOR, 1998, 33-46

European Sales Law and International Sales Law: Can They Coincide?, in TOWARDS A EUROPEAN CIVIL CODE, 2nd ed., The Hague, 1998, p. 363-370

Remarks on the different methods in approaching liability for one's own acts on the occasion of the publication of Von Bar's Gemeineuropäisches Deliktsrecht, EUROPEAN REVIEW OF PRIVATE LAW, 1998, 439-452

Uniform Interpretation of the 1980 Uniform Sales Law, in ESSAYS ON EUROPEAN LAW AND ISRAEL edited by A.M. Rabello, Jerusalem, 1997, p. 511-554 = 17 GEORGIA JOURNAL OF INTERNATIONAL AND COMPARATIVE LAW, 1994, 183-228

The Relationship between the UCC and the CISG and the Construction of Uniform Law, 29 LOYOLA OF LOS ANGELES LAW REVIEW, 1996, 1021-1033

Uniform Application and Interest Rates under the 1980 Vienna Sales Convention, in 1995 REVIEW OF THE CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS 1995, 3-19 = 24 GEORGIA JOURNAL OF INTERNATIONAL AND COMPARATIVE LAW 1995, 467-483

CISG Art. 1(l)(b) and Related Matters: Brief Remarks on the Occasion of a Recent Dutch Court Decision, NEDERLANDS INTERNATIONAAL PRIVAATRECHT, 1995, 317-328

Specific Topics of the CISG in the Light of Judicial Application and Scholarly Writing, in 10 PREADVIEZEN UITGEBRACHT VOOR DE VERENIGING VOOR BURGERLIJK RECHT 1995, 81-176 = 15 JOURNAL OF LAW AND COMMERCE, 1995, 1-126

Uniform Law of International Sales: Issues of Applicability and Private International Law, 15 JOURNAL OF LAW AND COMMERCE, 1995, 159-174

Defining the Sphere of Application of the 1994 "UNIDROIT Principles of International Commercial Contracts", 69 TULANE LAW REVIEW, 1995, 1225-1237

International Business, Law Merchant and Law School Curricula, 6 YALE JOURNAL OF LAW & THE HUMANITIES, 1994, 95-98

Formation of Contracts in South American Legal Systems, 16 LOYOLA OF LOS ANGELES INTERNATIONAL AND COMPARATIVE LAW JOURNAL, 1994, 629-656

Donoghue v. Stevenson's 60th Anniversary, 1 ANNUAL SURVEY OF INTERNATIONAL AND COMPARATIVE LAW, 1994, 81-89

Comparative Remarks on Liability for One's Own Acts, 15 LOYOLA OF LOS ANGELES INTERNATIONAL AND COMPARATIVE LAW JOURNAL, 1993, 813-846

Comparative Ruminations on the Foreseeability of Damages in Contract Law, 53 LOUISIANA LAW REVIEW, 1993, 1257-1269

A Comparative Overview on Offer and Acceptance Inter Absentes, 10 BOSTON UNIVERSITY INTERNATIONAL LAW JOURNAL, 1992, 171-201

German

Kommentar zu den Artikeln 1-7, 10, 89-101, in KOMMENTAR ZUM EINHEITLICHEN UN-KAUFRECHT edited by I. Schwenzer, Munich, 6th ed., 2013, p. 13-193, 1179-1212

Abschluß des Vertrages. Kommentar zu den Artikeln 14-24 CISG, in MÜNCHENER KOMMENTAR ZUM HANDELSGESETZBUCH, Munich, 3rd ed., 2013, 908-993

Allgemeine Bestimmungen. Kommentar zu den Artikeln 7-13 CISG, in MÜNCHENER KOMMENTAR ZUM HANDELSGESETZBUCH, Munich, 3rd ed., 2013, p. 838-908

Schlußbestimmungen. Kommentar zu den Artikeln 89-101 CISG, in MÜNCHENER KOMMENTAR ZUM HANDELSGESETZBUCH, Munich, 3rd ed., 2013, p. 1337-1364

Zinsen. Kommentar zu Art. 78 CISG, in MÜNCHENER KOMMENTAR ZUM HANDELSGESETZBUCH, Munich, 3rd ed., 2013, p. 1265-1278

Universelle Anwendung (Art. 2 Rom-I VO), in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et als., Munich, 2nd ed., 2012, p. 21-23

Freie Rechtswahl (Art. 3 Rom-I VO), in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et als., Munich, 2nd ed., 2012, p. 23-53

Mangels Rechtswahl anzuwendendes Recht (Art. 4 Rom-I VO), in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et als., Munich, 2nd ed., 2012, p. 53-118

Einigung und materielle Wirksamkeit (Art. 10 Rom-I VO), in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et als., Munich, 2nd ed., 2012, p. 264-283

Geltungsbereich des anzuwendenden Rechts (Art. 12 Rom-I VO), in INTERNATIONALES VERTRAGSRECHT edited by

F. Ferrari et als., Munich, 2nd ed., 2012, p. 290-306

Gewöhnlicher Aufenthalt (Art. 19 Rom-I VO), in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et als., Munich, 2nd ed., 2012, p. 329-336

Warenkauf. Allgemeine Bestimmungen (Artt. 24-29 CISG), in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et als., Munich, 2nd ed., 2012, p. 543-588

Vertragsmäßigkeit der Ware sowie Rechte oder Ansprüche Dritter (Artt. 35-44 CISG), in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et als., Munich, 2nd ed., 2012, p. 616-704

Zinsen (Art. 78 CISG), in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et als., Munich, 2nd ed., 2012, p. 884-897

Wirkungen der Aufhebung (Artt. 81-84 CISG), in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et als., Munich, 2nd ed., 2012, p. 907-929

Erhaltung der Ware (Artt. 85-88 CISG), in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et als., Munich, 2nd ed., 2012, p. 929-947

Geltungsbereich (Art. 1-2 CMR), in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et als., Munich, 2nd ed., 2012, p. 971-991

Haftung des Frachtführers für andere Personen (Art. 3 CMR), in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et als., Munich, 2nd ed., 2012, p. 991-997

Schlüssebestimmungen (Artt. 13-23 FactÜ), in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et als., Munich, 2nd ed., 2012, p. 1333-1139

Die Vereinheitlichung des Abtretungsrechts als Spiegel der Vereinheitlichung des internationalen Handelsrechts im Allgemeinen, in EUROPÄISCHES Kreditsicherungsrecht. ULRICH DROBNIG ZUM 80. GEBURTSTAG edited by J. Basedow et al., Tübingen, 2010, p. 129-145

UNIDROIT Übereinkommen über Internationales Factoring (Ottawa 1988). Einleitung, Anwendungsbereich und allgemeine Bestimmungen, in MÜNCHENER KOMMENTAR ZUM HANDELSGESETZBUCH, Munich, 2009, p. 1771-1840

Eigentumsübertragung, in HANDBUCH DES EUROPÄISCHEN PRIVATRECHTS edited by J. Basedow et al., Munich, 2009, p. 367-371

Einheitsrecht, in HANDBUCH DES EUROPÄISCHEN PRIVATRECHTS edited by J. Basdow et al., Munich, 2009, p. 376-380

Factoring, in HANDBUCH DES EUROPÄISCHEN PRIVATRECHTS edited by J. Basdow et al., Munich, 2009, p. 569-573

Leasing, in HANDBUCH DES EUROPÄISCHEN PRIVATRECHTS edited by J. Basdow et al., Munich, 2009, p. 1001-1005

UNCITRAL, in HANDBUCH DES EUROPÄISCHEN PRIVATRECHTS edited by J. Basdow et al., Munich, 2009, p. 1531-1534

Kommentar zu den Artikeln 1-7, 10, 89-101, in KOMMENTAR ZUM EINHEITLICHEN UN-KAUFRECHT edited by P. Schlechtriem and I. Schwenzer, Munich, 5th ed., 2008, p. 54-188, 987-1015

Abschluß des Vertrages. Kommentar zu den Artikeln 14-24 CISG, in MÜNCHENER KOMMENTAR ZUM HANDELSGESETZBUCH, Munich, 2007, p. 440-514

Allgemeine Bestimmungen. Kommentar zu den Artikeln 7-13 CISG, in MÜNCHENER KOMMENTAR ZUM HANDELSGESETZBUCH, Munich, 2007, p. 379-439

Schlußbestimmungen. Kommentar zu den Artikeln 89-101 CISG, in MÜNCHENER KOMMENTAR ZUM HANDELSGESETZBUCH, Munich, 2007, p. 844-866

Zinsen. Kommentar zu Art. 78 CISG, in MÜNCHENER KOMMENTAR ZUM HANDELSGESETZBUCH, Munich, 2007, p. 775-786

Schlußbestimmungen. Art. 13-23 FactÜ, in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et al., Munich, 2007, p. 1097-1103

CMR. Haftung des Frachtführers für andere Personen, in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et al., Munich, 2007, p. 773-779

CMR. Geltungsbereich, in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et al., Munich, 2007, p. 755-773

Verkäufergerichtsstand auch nach Art 5 Nr 1 lit b EuGVVO?, ECOLEX, 2007, p. 303-306

CISG. Erhaltung der Ware, in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et al., Munich, 2007, p. 714-732

CISG. Wirkungen der Aufhebung, in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et al., Munich, 2007, p. 695-714

CISG. Zinsen, in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et al., Munich, 2007, p. 674-685

CISG. Vertragsmäßigkeit der Ware sowie Rechte oder Ansprüche Dritter, in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et al., Munich, 2007, p. 413-496

CISG. Warenkauf. Allgemeine Bestimmungen, in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et al., Munich, 2007, p. 349-385

Einheitliche Auslegung, in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et al., Munich, 2007, p. 181-188

EGBGB. Geltungsbereich des auf den Vertrag anzuwendenden Rechts, in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et al., Munich, 2007, p. 126-146

EGBGB. Einigung und materielle Wirksamkeit, in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et al., Munich, 2007, p. 109-126

EGBGB. Mangels Rechtswahl anzunwendendes Recht, in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et al., Munich, 2007, p. 25-79

EGBGB. Freie Rechtswahl, in INTERNATIONALES VERTRAGSRECHT edited by F. Ferrari et al., Munich, 2007, p. 1-25

Objektive Anknüpfung, in EIN NEUES INTERNATIONALES VERTRAGSRECHT FÜR EUROPA edited by F. Ferrari and S. Leible, Gottmadingen, 2007, p. 57-87

Zur autonomen Auslegung der EuGVVO, insbesondere des Begriffs des "Erfüllungsortes der Verpflichtung" nach Art. 5 Nr. 1 lit., PRAXIS DES INTERNATIONALEN PRIVAT- UND VERFAHRENSRECHTS, 2007, 61-67

Die Rügeobliegenheit bei Vertragswidrigkeit nach Art. 39 CISG, ZEITSCHRIFT FÜR SCHWEIZERISCHES RECHT, 2006, 533-562

Kommentar zu den Artikeln 1-7, 10, 89-101, in KOMMENTAR ZUM EINHEITLICHEN UN-KAUFRECHT edited by P. Schlechtriem, Munich, 4th ed., 2005, p. 37-129, 849-871

Wesentliche Vertragsverletzung nach UN-Kaufrecht, INTERNATIONALES HANDELSRECHT, 2005, 1-9

Form und UN-Kaufrecht, INTERNATIONALES HANDELSRECHT, 2004, 1-6

Verzugszinsen nach Art. 78 UN-Kaufrecht, INTERNATIONALES HANDELSRECHT, 2003, 153-160

Auslegung von Parteierklärungen und –verhalten nach UN-Kaufrecht, INTERNATIONALES HANDELSRECHT, 2003, 10-15

Zur Bedeutung von Handelsbräuchen und Ge pflogenheiten nach UN-Kaufrecht, THE EUROPEAN LEGAL FORUM, 2002, 272-277

Zum vertraglichen Ausschluss des UN-Kaufrechts, ZEITSCHRIFT FÜR EUROPÄISCHES PRIVATRECHT, 2002, 737-746

‘Forum shopping’ trotz internationaler Einheitssachrechtskonventionen, RECHT DER INTERNATIONALEN WIRTSCHAFT, 2002, 169-178

Italienische CISG Rechtsprechung- Eine Übersicht, INTERNATIONALS HANDELSRECHT, 2001, 179-186

Das UN-Kaufrecht – seit 10 Jahren in Kraft, aber immer noch unbekannt, in WIRTSCHAFT UND RECHT. FAKTEN UND TRENDS 2002, Frankfurt/Munich, 2002, p. 81-85 (with Uwe Schneider)

Ausschluß des UN-Kaufrechts, Rügefrist und Beweislast in einem italienischen Urteil zum deutsch-italienischen Rechtsverkehr, PRAXIS DES INTERNATIONALEN PRIVAT- UND VERFAHRENSRECHTS, 2001, 354-358

Einige kurze Anmerkungen zur Anwendbarkeit des UN-Kaufrechts beim Vertragschluss über das Internet, THE EUROPEAN LEGAL FORUM, 2001, 301-307

Internationales Kaufrecht einheitlich ausgelegt, INTERNATIONALES HANDELSRECHT, 2001, 56-60

Kommentar zum Ottawa Übereinkommen über internationales Factoring Art. 1-4, 13-23, in 5 MÜNCHENER KOMMENTAR ZUM HANDELSGESETZBUCH, Munich, 2001, p. 1561-1618, 1666-1671

Der Vertriebsvertrag als vom CISG (nicht) erfaßter Vertragstyp, in THE EUROPEAN LEGAL FORUM 2000, 7-12

Kommentar zu den Artikeln 1-7, 10, 89-101, in KOMMENTAR ZUM EINHEITLICHEN UN-KAUFRECHT edited by P. Schlechtriem, Munich, 3rd ed., 2000, p. 37-129, 849-871

Der Begriff des “Internationalen Privatrechts” nach Art. 1 Abs. 1 lit.b) des UN-Kaufrechts, ZEITSCHRIFT FÜR EUROPÄISCHES PRIVATRECHT, 1998, 162-172

Das Verhältnis zwischen den Unidroit-Grundsätzen und den allgemeinen Grundsätzen internationaler Einheitsprivatrechtskonventionen. Zugleich ein Beitrag zur Lückenfüllung in staatlichen Gerichten, JURISTENZEITUNG, 1998, 9-17

Wer ist deliktischer Gläubiger? - Der Schutz des Lebensgefährten und die Systematik des Deliktsrechts, ZEITSCHRIFT FÜR EUROPÄISCHES PRIVATRECHT, 1997, 1122 ss.

Schuldübernahme als vom UN-Kaufrecht nicht geregelte Rechtsmaterie, FORUM DES INTERNATIONALEN RECHTS, 1997, 89-92 = *Assumption of debts as a subject matter excluded from the UN Sales Convention*, THE INTERNATIONAL LEGAL FORUM, 1997, 90-92

Rezension von U. Magnus, Wiener UN-Kaufrecht (CISG), PRAXIS DES INTERNATIONALEN PRIVAT- UND VERFAHRENSRECHTS, 1997, 64-66

Der internationale Anwendungsbereich des Ottawa-Übereinkommens von 1988 über Internationales Factoring, RECHT DER INTERNATIONALEN WIRTSCHAFT, 1996, 181-188

Rezension von C.M. Bianca, *La vendita e la permuta*, ARCHIV FÜR DIE CIVILISTISCHE PRAXIS, 1996, 305-308

Das italienische Recht der außervertraglichen Verschuldenshaftung als Beispiel für einen Ausgangspunkt zur Umdeutung der Rolle des § 823 I BGB, in 8 JAHRBUCH FÜR ITALIENISCHES RECHT, Heidelberg, 1995, p. 191-201

Eheähnliche Lebensgemeinschaft und Nachfolge in den Mietvertrag. Ein Beispiel für Rechtsvereinheitlichung durch Richterrecht, ZEITSCHRIFT FÜR EUROPÄISCHES PRIVATRECHT, 1994, 151-162

Vom Abstraktionsprinzip und Konsensualprinzip zum Traditionsprinzip - Zu den Möglichkeiten der Rechtsangleichung im Mobiliarsachenrecht, ZEITSCHRIFT FÜR EUROPÄISCHES PRIVATRECHT, 1993, 52 ss.

Produkthaftung und Negligence: Sechzig Jahre Donoghue v. Stevenson, ZEITSCHRIFT FÜR EUROPÄISCHES PRIVATRECHT, 1993, 354-359

Informationspflichten im Rahmen der Produkthaftung: Ein Vergleich, in JAHRBUCH JUNGER ZIVILRECHTSWISSENSCHAFTLER edited by H. Weber, Stuttgart, 1992, p. 191 ss.

Rezension von Renato Speciale, *Contratto preliminare ed intese precontrattuali*, ARCHIV FÜR DIE CIVILISTISCHE PRAXIS, 1992, 151 ss.

Hinweise zum Italienischen Ehe- und Kindesrechtsrecht, in INTERNATIONALES EHE- UND KINDSCHAFTSRECHT edited by M. Ferid, Munich, 1992, p. I ss.

Der neue deliktische Schutz der eheähnlichen Lebensgemeinschaft in Italien, RABELSZ, 1992, 757-765

Die gesamtschuldnerische Haftung des Fahrzeugeigentümers in Italien, NEUE ZEITSCHRIFT FÜR VERKEHRSRECHT, 1992, 19-21

Zwanzig Jahre Generalklausel im italienischen Deliktsrecht, ZEITSCHRIFT FÜR SCHADENSRECHT, 1992, 2-3

Das Familienunternehmen im italienischen Recht, RECHT DER INTERNATIONALEN WIRTSCHAFT, 1991, 907-911

French

Tendance insulariste et lex forisme malgré un droit uniforme de la vente, REVUE CRITIQUE DE DROIT INTERNATIONAL PRIVÉ, 2013, 323-358

La loi applicable à défaut de choix par les parties selon l'article 4 de la proposition de règlement Rome I, in DROIT INTERNATIONAL PRIVÉ: TRAVAUX DU COMITÉ FRANÇAIS DE DROIT INTERNATIONAL PRIVÉ, Paris, 2009, p. 115-140

Quelques remarques sur le droit applicable aux obligations contractuelles en l'absence de choix des parties (art.4 du règlement Rome I), REVUE CRITIQUE DE DROIT INTERNATIONAL PRIVÉ, 2009, 459-482

La loi applicables aux contrats conclus par les consommateurs (Article 5 de la Convention de Rome), REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2008, 234-262

Remarques sur l'interprétation autonome du Règlement de Bruxelles 1, notamment du concept de lieu de livraison au sens de l'article 5 paragraphe 1-b, et de la CVIM, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2007, 83-99

Quelles sources de droit pour les contrats de vente internationale de marchandises? Des raisons pour lesquelles il faut aller au-delà de

La Convention de Vienne sur la vente internationale et le droit international privé, JOURNAL DU DROIT INTERNATIONAL, 2006, 27-61

La place de la régionalisation dans l'unification du droit de la vente, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2004, 445-460

Les rapports entre les conventions de droit matériel uniforme en matière comntractuelle et la nécessité d'une interprétation interconventionnelle, JOURNAL DU DROIT INTERNATIONAL, 2003, 793-809

Forum shopping et droit matériel uniforme, JOURNAL DU DROIT INTERNATIONAL, 2002, 383-408

Exclusion et inclusion de la Convention de Vienne sur les contrats de vente internationale de marchandises de 1980, REVUE GÉNÉRALE DE DROIT, 2002, 335-357 = REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2001, 401-414

Charge de la preuve dans la Convention des Nations Unies sur le contrat de vente internationale de marchandises, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2000, 665-670

La sphère internationale d'application de la Convention d'Ottawa de 1988 sur l'affacturage international, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 1999, 895-916

Le taux d'intérêt applicable au montant des arriérés dans la jurisprudence concernant la CVIM, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 1999, 86-93

Jurisprudence concernant les questions non abordées par la CVIM, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 1998, 835-839

La jurisprudence sur la CVIM: un nouveau défi pour les interprètes?, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 1998, 495-508

Interprétation uniforme de la Convention de Vienne de 1980 sur la vente internationale, REVUE INTERNATIONALE DE DROIT COMPARÉ, 1996, 813-852

Le champ d'application des "principes pour les contrats commerciaux internationaux" élaborés par Unidroit, REVUE INTERNATIONAL DE DROIT COMPARÉ, 1995, 985-993

Italian

Quali fonti per la disciplina della vendita internazionale di beni mobili? Delle ragioni per cui occorre guardare oltre la Convenzione delle Nazioni Unite sui contratti di vendita internazionale di beni mobile, CONTRATTO E IMPRESA EUROPA, 2012, 773-837

Tipicità e atipicità del fatto illecito. I contrapposti modelli francese e tedesco, in ATLANTE DI DIRITTO PRIVATO COMPARATO edited by F. Galgano et al., 5th ed., Bologna, 2011, p. 155-165

La formazione del contratto, in ATLANTE DI DIRITTO PRIVATO COMPARATO edited by F. Galgano et al., 5th ed., Bologna, 2011, p. 69-89

Hadley v. Baxendale: La prevedibilità dell'art. 74 CISG, in TRATTATO DELLA RESPONSABILITÀ CONTRATTUALE, vol. 3, IL RISARCIMENTO DEL DANNO CONTRATTUALE. LA RESPONSABILITÀ PER RITARDO E PER FATTO DEGLI AUSILIARI edited by G. Visintini, Padova, 2009, p. 365-393

Contratti dei consumatori, diritto comunitario e convenzionale: i criteri di collegamento, OBBLIGAZIONI E CONTRATTI, 2007, 972-979

Ancora in materia di regolamento n. 44/2001/CE e del concetto di "luogo di consegna dei beni" di cui all'art. 5, n. 1, lett. b, GIUSTIZIA CIVILE, 2007, 1397-1412

L'applicabilità della disciplina internazionalprivatistica relativa ai contratti del consumatore (Art. 5 Conv. Roma del 1980), OBBLIGAZIONI E CONTRATTI, 2007, 681-694

Il diritto oggettivamente applicabile ex art. 4 della Proposta di Regolamento del Parlamento europeo e del Consiglio sulla legge applicabile alle obbligazioni contrattuali (Roma I), GIURISPRUDENZA ITALIANA, 2007, 1549-1560

Condizioni generali di contratto nei contratti di vendita internazionale di beni mobili, OBBLIGAZIONI E CONTRATTI, 2007, 308-319

Tipicità e atipicità del fatto illecito. I contrapposti modelli francese e tedesco, in ATLANTE DI DIRITTO PRIVATO COMPARATO edited by F. Galgano et al., 4th ed., Bologna, 2006, p. 147-157

La formazione del contratto, in ATLANTE DI DIRITTO PRIVATO COMPARATO edited by F. Galgano et al., 4th ed., Bologna, 2006, p. 61-81

L'interpretazione autonoma del Regolamento CE 44/2001 e, in particolare, del concetto di "luogo di adempimento" di cui all'art. 5, n. 1, lett. b, GIURISPRUDENZA ITALIANA, 2006, 1016-1024

L'inadempimento essenziale nella vendita internazionale. 25 anni di articolo 25 della Convenzione delle Nazioni Unite sui contratti di vendita internazionale di beni mobili, DIRITTO DEL COMMERCIO INTERNAZIONALE, 2005, 59-78

La disciplina sostanziale della vendita internazionale ed il saggio d'interessi, GIURISPRUDENZA DI MERITO, 2004, 1069-1079

Contrattazione via mezzi informatici e la Convenzione delle Nazioni Unite sui contratti di vendita internazionale di beni mobili, DIRITTO COMUNITARIO E DEGLI SCAMBI INTERNAZIONALI, 2004, 1-21

Nuove e vecchie questioni in materia di vendita internazionale tra interpretazione autonoma e ricorso alla giurisprudenza straniera, GIURISPRUDENZA ITALIANA, 2004, 1405-1419

Vendita internazionale tra forum shopping e diritto internazionale privato: brevi note in occasione di una sentenza esemplare relativa alla Convenzione delle Nazioni Unite del 1980, GIURISPRUDENZA ITALIANA, 2003, 896-901

Forum shopping e diritto contrattuale uniforme, RIVISTA TRIMESTRALE DI DIRITTO E PROCEDURA CIVILE, 2002, 575-604

La determinazione del foro competente in materia di compravendita internazionale: breve guida agli errori da evitare, CORRIERE GIURIDICO, 2002, 372-376

Problematiche tipiche della Convenzione di Vienna sui contratti di vendita internazionale di beni mobili risolte in una prospettiva uniforme, GIURISPRUDENZA ITALIANA, 2001, 281-285

I rapporti tra le convenzioni di diritto materiale uniforme in materia contrattuale e la necessità di un'interpretazione interconvenzionale, RIVISTA DI DIRITTO INTERNAZIONALE PRIVATO E PROCESSUALE, 2000, 669-688

Contratti di distribuzione, ambito di applicazione ratione materiae della Convenzione di Vienna del 1980: gli insegnamenti che si possono trarre dalla giurisprudenza straniera, GIUSTIZIA CIVILE, 2000, 2334-2342

Diritto applicabile alla vendita internazionale, tasso degli interessi sulle somme non pagate e questioni affini, CORRIERE GIURIDICO, 2000, 932-939

Commento alla Convenzione di Vienna. Art. 1-13, in Alpa/Zatti (Hrsg.), COMMENTARIO BREVE AL CODICE CIVILE. LEGGI COMPLEMENTARI edited by G. Alpa and P. Zatti, Padova, 3rd ed., 1999, p. 1441-1471

Principi generali inseriti nelle convenzioni internazionali di diritto uniforme: l'esempio della vendita, del factoring e del leasing

internazionali, in CLAUSOLE E PRINCIPI GENERALI NELL'ARGOMENTAZIONE GIURISPRUDENZIALE DEGLI ANNI NOVANTA edited by L. Cabella Pisu and L. Nanni, Padova, 1998, p. 121-154 = RIVISTA TRIMESTRALE DI DIRITTO E PROCEDURA CIVILE, 1997, 651-677 = CONTRATTO E IMPRESA EUROPA, 1997, p. 109-140

Breri considerazioni critiche in materia di interpretazione autonoma ed applicazione uniforme della Convenzione di Vienna, RIVISTA DI DIRITTO CIVILE, 1998, p. 81-98

L'ambito di applicazione della Convenzione di Ottawa sul "Factoring" Internazionale, RIVISTA TRIMESTRALE DI DIRITTO E PROCEDURA CIVILE, 1996, 195-218

I "Principi per i contratti commerciali internazionali" dell'UNIDROIT ed il loro ambito di applicazione, CONTRATTO E IMPRESA EUROPA, 1996, 300-315

Diritto uniforme della vendita internazionale: questioni di applicabilità e diritto internazionale privato, RIVISTA DI DIRITTO CIVILE, 1995, 669-685

Tasso degli interessi ed applicazione uniforme della convenzione di Vienna sui contratti di vendita internazionale, RIVISTA DI DIRITTO CIVILE, 1995, 277-291

Commento alla Convenzione di Vienna. Art. 1-13, in COMMENTARIO BREVE AL CODICE CIVILE. LEGGI COMPLEMENTARIE edited by v G. Alpa and P. Zatti, Padova, 1995, p. 2649-2675

L'ambito di applicazione della Convenzione di Vienna sulla vendita internazionale, RIVISTA TRIMESTRALE DI DIRITTO E PROCEDURA CIVILE, 1994, 893-934

La rilevanza degli usi nella Convenzione di Vienna sulla vendita internazionale di beni mobili, CONTRATTO E IMPRESA, 1994, 239-258

Responsabilità civile e danno (note comparatistiche in occasione di una recente pubblicazione), CONTRATTO E IMPRESA, 1993, 315-319

Prevedibilità del danno e contemplation rule, CONTRATTO E IMPRESA, 1993, 760-769.

Abstraktionsprinzip, Traditionsprinzip e consensualismo nel trasferimento di beni mobili. Una superabile divaricazione?, RIVISTA DI DIRITTO CIVILE, 1993, 729-757

Breri considerazioni in materia di autorità parentale nel diritto tedesco, FORO ITALIANO, 1992/IV, 194-199

La convivenza more uxorio nei paesi di lingua tedesca: una comparazione, IL DIRITTO DI FAMIGLIA E DELLE PERSONE, 1992, 425-441

La tutela aquiliana della convivenza "more uxorio", CORRIERE GIURIDICO, 1992, 931-935

Princípio consensualístico ed Abstraktionsprinzip: un'indagine comparatistica, CONTRATTO E IMPRESA, 1992, 889-898

Obblighi d'informazione e responsabilità del produttore in Svizzera, CONTRATTO E IMPRESA, 1992, 359-372

Formazione del contratto, in ATLANTE DI DIRITTO PRIVATO COMPARATO edited by F. Galgano and F. Ferrari, Bologna, 1992, p. 67-87

Tipicità ed atipicità dell'illecito civile. I contrapposti modelli francese e tedesco, in ATLANTE DI DIRITTO PRIVATO COMPARATO edited by F. Galgano and F. Ferrari, Bologna, 1992, p. 135-145

Quale posto spetta al diritto dei paesi ex-socialisti?, SOCIOLOGIA DEL DIRITTO, 1992, 77-88

Spanish

La Convención de las Naciones Unidas sobre los contratos de compraventa inter-nacional de mercaderías y la ley aplicable en el

arbitraje comercial interna-cional: comentarios sobre tres supuestos comunes, REVISTA DE ARBITRAJE COMERCIAL Y DE INVERSIONES, 2015, 687-733

Forum shopping: la necesidad de una definición amplia y neutra, REVISTA DE ARBITRAJE COMERCIAL Y DE INVERSIONES, 2014, 335-368

El foro de los contratos internacionales: Comentario al artículo 5(1) del Reglamento Bruselas I, LA NOTARIA 2011, 37-67 (with Francesca Ragno)

El papel de la unificación regional en la unificación del derecho de compraventa, in COMO SE CODIFICA HOY EL DERECHO COMMERCIAL INTERNATCIONAL? edited by J. Basedow et al., Asuncion, 2010, p. 227-244

La formacion del contrato, in ATLAS DE DERECHO PRIVADO COMPARADO edited by F. Galgano, Madrid, 2000, p. 129-160

Tipicidad y atípicidad del hecho ilícito. La contraposición entre los modelos francés y alemán, in ATLAS DE DERECHO PRIVADO COMPARADO edited by F. Galgano, Madrid, 2000, p. 243-261

El ámbito de aplicación del Convenio de Viena sobre la compraventa internacional, REVISTA DE DERECHO MERCANTIL, 1996, 833-888

Estudios comparativos en materia de conclusión del contrato en los países de América del Sur con referencias a la Convención de Viena sobre la venta internacional, REVISTA DEL DERECHO COMERCIAL Y DE LAS OBLIGACIONES, 1992, 51-84

Portuguese

As relações entre os convenções de direito material uniforme em matéria contratual e a necessidade de uma interpretação interconvencional, in ESTUDOS DE DIREITO COMPARADO E DE DIREITO INTERNACIONAL PRIVADO edited by I. de Aguilar Vieira, Curitiba, 2011, p. 463-481

Textbooks

INTERNATIONAL SALE OF GOODS – CISG IN A NUTSHELL, St. Paul, 2014 (with Marco Torsello)

FONDAMENTI DELLA VENDITA INTERNAZIONALE, Padova, 1998

Monographs

CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. APPLICABILITY AND APPLICATIONS OF THE 1980 UNITED NATIONS SALES CONVENTION, 2nd ed., Leiden, 2012

FUENTES APLICABLES A LA COMPROVENTA INTERNACIONAL DE MERCADERIAS, Barcelona, 2009

LA VENDITA INTERNAZIONALE. TOMO II. ART. 14-24. FORMAZIONE DEL CONTRATTO, Bologna/Rome, 2006

LA VENDITA INTERNAZIONALE. APPLICABILITÀ ED APPLICAZIONI DELLA CONVENZIONE DELLE NAZIONI UNITE SUI CONTRATTI DI VENDITA INTERNAZIONALE DI BENI MOBILI, 2nd ed., Padova, 2006

CONTRAT DE VENTE INTERNATIONALE. APPLICABILITÉ ET APPLICATIONS DE LA CONVENTION DE VIENNE SUR LES CONTRATS DE VENTE INTERNATIONALE DE MARCHANDISES, Basle/Brussels//Paris, 2nd ed., 2005

INTERNATIONAL SALE OF GOODS, Basle/Brussels, 1999

CONTRAT DE VENTE INTERNATIONALE, Basle/Brussels, 1999

COMPRAVENTA INTERNACIONAL. APPLICABILIDAD Y APPLICACIONES DE LA CONVENCION DE VIENA DEL 1980, Valencia, 1999

LA VENDITA INTERNAZIONALE. APPLICABILITÀ ED APPLICAZIONI DELLA CONVENZIONE DI VIENNA DEL 1980, Padova, 1997

THE SPHERE OF APPLICATION OF THE VIENNA SALES CONVENTION, The Hague, 1995

LA VENDITA INTERNAZIONALE. TOMO I. ART. 1-13. AMBITO DI APPLICAZIONE. DISPOSIZIONI GENERALI, Bologna/Roma, 1994

ATIPICITÀ DELL'ILLECITO CIVILE - UNA COMPARAZIONE, Milan, 1992

Books edited and co-authored

LIMITS TO PARTY AUTONOMY IN INTERNATIONAL COMMERCIAL ARBITRATION, New York, 2016

CROSS-BORDER LITIGATION IN EUROPE: THE BRUSSELS I REGULATION AS A PANACEA?, Padua, 2015 (with F. Ragno)

ROME I REGULATION, Munich, 2015

FORUM SHOPPING IN THE INTERNATIONAL COMMERCIAL ARBITRATION CONTEXT, Munich, 2013

INTERNATIONALES VERTRAGSRECHT, 2nd ed., Munich, 2012 (with E.-M. Kieninger et als.)

CONFlict OF LAWS IN INTERNATIONAL ARBITRATION, Munich, 2010 (with S. Kröll)

ROME I REGULATION. THE LAW APPLICABLE TO CONTRACTUAL OBLIGATIONS IN EUROPE, co-editor, Munich, 2009 (with S. Leible)

INTERNATIONALES VERTRAGSRECHT, Munich, 2007 (with E.-M. Kieninger et als.)

EIN NEUES INTERNATIONALES VERTRAGSRECHT FÜR EUROPA, Gottmadingen, 2007 (with S. Leible)

QUO VADIS CISG?, Brussels/Paris/Basle, 2005

THE DRAFT UNCITRAL DIGEST AND BEYOND: CASES, ANALYSIS AND UNRESOLVED ISSUES IN THE U.N. SALES CONVENTION, Munich, 2004 (with H.M. Flechtner and R.A. Brand)

THE 1980 UNIFORM SALES LAW. OLD ISSUES REVISITED IN THE LIGHT OF RECENT EXPERIENCES. VERONA CONFERENCE 2003, Milan/Munich, 2003

LE CONVENZIONI DI DIRITTO DEL COMMERCIO INTERNAZIONALE, Milan, 1st ed. 2001, 2nd ed. 2002

IL FACTORING INTERNAZIONALE. COMMENTO ALLA CONVENZIONE UNIDROIT SUL FACTORING INTERNAZIONALE, Padua, 1999

ATLANTE DI DIRITTO PRIVATO COMPARATO, 1st ed., Bologna, 1992; 2nd ed., Bologna, 1993; 3rd ed., Bologna, 1999; 4th ed., Bologna, 2006; 5th ed., Bologna, 2011 (with F. Galgano et als.)

THE UNIFICATION OF INTERNATIONAL COMMERCIAL LAW. TILBURG LECTURES, Baden-Baden, 1998

Languages

English, German, French, Italian, Dutch