

## **CISG CASES**

### **[Cortem SpA v Controlmatic Pty Ltd \[2010\] FCA 852](#)**

Editorial.  
Bruno Zeller

This case exhibits a clear understanding of the court in relation to the application of the CISG. The court clearly distinguished between the distribution agreement and the purchase of goods under that agreement. The distinction was drawn that it was not the distribution agreement which was at issue but the supply of goods hence the CISG applied..

It is a pity that the court did not take advantage of the ever growing jurisprudence and academic writing on the CISG. As a matter of fact not one single reference was made to any international case law or academic writing. It would have been specifically instructive to have seen an elaboration on the comments by the court in para 94:

*“It seems that the products in question were supplied to Mr Venuti in much the same way as Cortem would have supplied any other wholesaler, the problem being that, in Australia, the products encountered a regime of testing to which they might not previously have been subjected.”*

A discussion of the New Zealand Mussel case and other related material would have been instructive.

Despite the lack of references to cases and academic writing the conclusion of the court was correct and the proper and relevant articles were consulted.