Title:
IV.4.2 - Language

Content:
No. IV.4.2 - Language

Where the language to be used for communications relating to the contract or the rights or obligations arising from it cannot be otherwise determined, the language to be used is that used for the conclusion of the contract.

Commentary:
Absent any indication to the contrary, the language used for the conclusion of the contract (e.g. in written communications, a contract document or during oral contract negotiations) is the language that must be used by the parties during the performance of their contract and in cases of non-performance, e.g. for notices, declarations of avoidance etc. This rule may also become relevant for the fixing of the language of the arbitration absent an agreement by the parties under Principle XIII.3.4.