No. IV.5.9 - Linguistic Discrepancies

If a contract is drawn up in more than two language versions, these versions are equally authoritative, and there is a discrepancy between the versions, the contract should be interpreted according to a version in which the contract was originally drawn up.

Commentary:

1. In international contract practice, contracts are sometimes drawn up in two or more languages. In such scenarios, the contract itself often specifies which language version shall prevail in case of discrepancies.

2. If no such provision is contained in the contract or if the contract provides that all language versions shall be equally authoritative, this Principle provides for a preference to be given to the version in which the contract was originally drawn up and from which the translations were then produced.

3. If the contract was originally drawn up in more than one language version, preference should be given to one of those versions.