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.