ABSTRACT

Thailand is one country in the world which mostly has its main income from the export of International sale of goods. As Thailand is such a dependent country, Thailand has its own law though there is no specific law in writing to govern the International Sale of Goods. As the United Nations Commission on International Trade Law UNCITRAL created the United Nations Convention on Contracts for the International Sale of Goods (CISG) for the purpose of International Sale of Goods, Thailand should be concerned with the adoption of the CISG.

Although the CISG is used and practiced as condition through International trade between the parties in many countries, it is accepted as the standard of International trade worldwide. However, the CISG also has the effect in negative directly to Thailand because of its provisions of law. Under the power of the UNCITRAL, the advantages are handled to members, especially, developed countries.

As Thailand has Civil and Commercial Code as the main law. It covers all necessary in detailed for all issues, including the sale contract. For International Trade and transaction, Thai merchants usually use International Commercial Terms (INCOTERMS), INCOTERMS2000, which is well known International transaction in vision of foreign merchants and investors. In addition, Conflict of law is usable when there are problems such as breach of contract between the parties arise. Therefore, the CISG is not necessary for Thailand.