

Mgr Maciej Kochanowski

Title of the dissertation: Foreseeability of damage as a prerequisite of liability for damages in United Nations Convention on Contracts for the International Sale of Goods (art. 74 second sentence of the Convention)

Liability for damages is not absolute and is subject to limitations in all legal systems. This dissertation analyzes the limitation of liability for damages to foreseeable damage in accordance with Art. 74 second sentence CISG – United Nations Convention on Contracts for the International Sale of Goods (hereinafter referred to as “CISG” or “Convention”), which has not been previously analyzed in a monograph in Polish literature. The main aim of the dissertation is – considering Polish and foreign scholarship, as well as Polish and foreign judicature – to determine the correct interpretation of the aforementioned provision and propose a step-by-step method (scheme) of evaluating the foreseeability of damage in accordance with Art. 74 second sentence CISG. The dissertation analyzes the genesis and *ratio legis* of the limitation of liability to foreseeable damage, the relationship between Art. 74 second sentence CISG with other provisions of the Convention and as well as with national provisions (of procedural law). The dissertation also includes a comparative analysis of the limitation of liability for damages to foreseeable damage in CISG with this limitation in other legal systems and soft law acts and a comparison of the limitation of liability for damages to foreseeable damage in CISG with the limitation of liability for damages in accordance with the theory of adequate causation in accordance with Art. 361 § 1 of the Polish Civil Code. Finally, a proposal is made to consider introducing this limitation for contractual liability for damages instead of the theory of adequate causation.