



European Convention on Foreign Money Liabilities

Paris, 11.XII.1967

Annex

Article 1

- 1 A sum of money due in a currency which is not that of the place of payment may be paid in the currency of the place of payment, unless a different intention of the parties appears, or a different usage is applicable.
- 2 The debtor may not avail himself of this option if he knows or ought to know that payment in the currency of the place of payment would involve for the creditor a substantial prejudice.

Article 2

If a sum of money is due in a currency other than that of the place of payment, the creditor may, if the debtor is unable, or alleges his inability, to make settlement in that currency, require payment in the currency of the place of payment.

Article 3

If, in accordance with Article 1 or 2, the debtor pays in the currency of the place of payment, the conversion shall be effected at the rate of exchange at the date of actual payment.

Article 4

- 1 If the debtor does not pay at the date of maturity and if after such date the currency in which the sum of money is due depreciates in relation to the currency of the place of payment, the debtor, whether he pays in the currency due or in the currency of the place of payment as provided in the preceding articles, shall pay an additional amount equivalent to the difference between the rate of exchange at the date of maturity and the date of actual payment.
- 2 Nevertheless, the above-mentioned additional amount shall not be payable to the extent that the inability of the debtor is due to default of the creditor, or to *force majeure*, or the creditor has not suffered loss resulting from the depreciation. The debtor bears the burden of proof.
- 3 The provisions of paragraph 1 do not in any way limit other rights which the creditor may be in a position to claim from the debtor.

Article 5

In the event of any proceedings for the recovery of a sum of money expressed in a currency other than that of the forum, the creditor may, at his choice, demand payment in the currency to which he is entitled or the equivalent in the currency of the forum at the rate of exchange at the date of actual payment.

Article 6

Article 4 remains applicable even if during proceedings instituted in conformity with Article 5, the currency in which the sum of money is due depreciates in relation to the currency of the place of payment.

Article 7

- 1 If a judgment entitles the creditor either to a sum of money in a currency other than that of the forum or the equivalent of such a sum in the currency of the forum, and a depreciation of the currency other than that of the forum in relation to that of the forum occurs between the date of the judgment and the date of actual payment, the debtor is obliged to pay an additional amount corresponding to the difference between the rate of exchange at the date of the judgment and the date of actual payment.
- 2 The provisions of paragraphs 2 and 3 of Article 4 shall apply *mutatis mutandis*.

Article 8

The place of payment referred to in the preceding articles shall be the place where payment is due.

Article 9

For the application of the preceding articles the rate of exchange shall be that intended by the parties, or, failing such intention, that which may enable the creditor to procure the sum due without delay. Usages shall be taken into account.