

**Case Translation\*: Spanish Supreme Court, Decision of 9 July 2014, *International Flavors & Fragrances Inc. v Ramón Sabater, SA* (CISG-online 2578)**

María Paula Herrera Duque\*\*

<b>1</b>	<b>Summary .....</b>	<b>61</b>
<b>2</b>	<b>First Instance .....</b>	<b>61</b>
<b>3</b>	<b>Second Instance .....</b>	<b>67</b>
<b>4</b>	<b>Cassation Appeal.....</b>	<b>67</b>

Translation of a decision rendered by the Spanish Supreme Court in the case of '*International Flavors & Fragrances Inc. v Ramón Sabater, SA*' on 9 July 2014, published on the CISG-online website with the case number 2578. The dispute underlying the decision arose from a CISG contract for the sale of red pepper powder for the production of food products concluded between a Spanish seller (Ramón Sabater, SA) and two Dutch buyers (International Flavors & Fragrances Inc. and

---

\* This translation has also been published on CISG-online.org. For purposes of this translation, the Claimant based in the Netherlands and in the United States of America are referred to as [Buyer], and Respondent based in Spain is referred to as [Seller]. Some dates or numbers are not consistently in the original text, they were translated literally. In addition, the original text uses indistinguishable 'Red Pepper' and 'Red Pepper Powder', thus for this translation it is going to be indicated as [Red Pepper Powder]. The Buyer acquired from the Seller five batches of Red Pepper Powder, which were meant to be used and transformed by the Buyer to create different products. Therefore, if the Red Pepper Powder is not expressly named or it cannot be concluded from the context that the subject is the Red Pepper Powder when talking of products, it should be understood that the product is the one transformed by the Buyer. Although the judgment in Spanish refers to damage mitigation, the latter has been recognized by Spanish Case Law as equivalent to what Article 77 CISG provides (which refers to loss). Mitigation of damages is based on the principle of good faith, and it has been widely recognized by the Spanish Case Law in absence of an express provision in the Spanish Civil Code. Translator's note on other abbreviations: Amounts in the currency of the European Community (Euro) are indicated as [EUR]; the European Union is indicated as [EU]; the United Nations Convention on Contracts for the International Sale of Goods is indicated as [CISG].

\*\* María Paula Herrera Duque is a law graduate of the Universidad Nacional de Colombia (Colombia) and a graduate of the Postgraduate Studies on Legal and Procedural Institutions of the same University. She participated in the 26th Willem C. Vis International Commercial Arbitration Moot on behalf of the Universidad Nacional de Colombia, and she also participated in the Global Sales and Contract Law Virtual Summer Internship in 2020 under the supervision of Professor Dr. Ingeborg Schwenzer and Professor Dr. Edgardo Muñoz.