

**Case Translation:\* Chinese Supreme Court, Decision of 30  
June 2014, ThyssenKrupp Metallurgical Prods. GmbH v  
Sinochem Overseas Comp. (CISG-online 2847)**

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This is a translation of a decision rendered by the Chinese Supreme Court in the case of ‘*ThyssenKrupp Metallurgical Prods. GmbH v Sinochem Overseas Comp.*’ on 30 June 2014, published on the CISG-online website with the case number 2847. The dispute underlying the decision arose from a contract for the sale of 25,000 tons of petroleum coke. The parties agreed in their sales contract that the Hardgrove Grindability Index (HGI) of the petroleum coke should be within the range from 36 to 46. The Singaporean buyer paid the full purchase price. However, the buyer discovered that the petroleum coke delivered only had an HGI of 32. Thus, the buyer initiated legal proceedings demanding that the contract be declared avoided and that the German seller must

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\* This translation has also been published on CISG-online.org. The translation should be verified by cross-checking against the original text. For purposes of the translation, Respondent-Appellant ThyssenKrupp Metallurgical Products GmbH of Germany is referred to as Seller, and Claimant-Appellee Sinochem International (Overseas) Pte Ltd of Singapore is referred to as Buyer. Translator’s note on abbreviations of statutes: CPL = 中华人民共和国民事诉讼法 (Civil Procedure Law of People’s Republic of China); GPCL = 中华人民共和国民法通则 (General Principles of Civil Law of China); ICPL = 最高人民法院于适用《中华人民共和国民事诉讼法》的解释 (Interpretation of the Supreme People’s Court on the Application of the Civil Procedure Law of People’s Republic of China).

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