

## ผนวก ท

ประมวลกฎหมายพาณิชย์เยอรมัน  
(Handelsgesetzbuch (HGB) หรือ German Commercial Code)

## Book I – The Merchant

## Section I – Merchants

§1 – Merchant by virtue of type of business

(1) A merchant within the meaning of this Code is a person who carries on a commercial enterprise.

(2) Every business enterprise, which has as its objective one of the kinds of business indicated below, is deemed a commercial enterprise:

1. The acquisition and resale of movable things (merchandise) or of securities, without distinction as to whether the merchandise is resold unchanged, or after treatment or processing;

2. The acceptance for treatment or processing of merchandise for others, provided that the enterprise is not carried on as an artisan one;

3. The underwriting of insurance in exchange for premiums;

4. Banking and currency exchange transactions;

5. Undertakings for the maritime transportation of goods or passengers, the business of carriers or establishments for the transportation of persons overland or on the inland waterways, as well as the business of towing barges;

6. The business of factor, forwarding agent, or warehouse keeper;

7. The business of commercial agent or broker;

8. Publishing as well as other businesses engaged in the book or art trade;

9. The printing trade, provided the enterprise is not carried on as an artisan one.

## Book IV - Commercial Transactions

## Section II - Commercial Sales

§373 – Recourse in case of failure to accept goods

(1) If the buyer is in default in accepting the delivery of the goods, the seller is entitled to deposit the goods in a public warehouse or some other secure place at the risk and expense of the buyer.

(2) Furthermore, he is empowered, after preliminary warning, to have the goods sold by public auction; he may, if the goods have a stock exchange or market price, after preliminary warning, have the sale carried out privately at the current price by a commercial broker officially licensed for such sales or by a person officially licensed to conduct public auctions. If the goods are perishable and a delay involves risk, he is not required to give the preliminary warning; the same applies when the warning is not feasible for others reason.

(3) The self-help sale takes place for the account of the defaulting buyer.

(4) The seller and the buyer can participate in the bidding at the public auction.

(5) In case of a public auction, the seller shall inform the buyer of the time and place of the auction in advance; he shall inform the buyer without delay of a completed sale of any kind. He is liable to pay damages in case of failure to comply. The notifications may be omitted if they are not feasible.

§374 – Effect of the provisions of the Civil Code

The provisions of §373 do not affect the powers which are conferred on the seller by the Civil Code whenever the buyer is in default in accepting delivery.