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Role of Option of Sight (Khayar Al-Ro'ya) in Protecting the Buyer in International Sale Contract

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Abstract

Option of sight is an Islamic theory assigned to regulate contractual relationships. It came from a Prophetic statement narrated from the Prophet Mohammad (peace be upon him) and became a part of the rules which regulate the relationship between the parties of the contract of sale. It gives the buyer who did not see the goods at the time of conclusion of the contract the right to rescind it when he sees them. This option is regulated in several Islamic countries as these countries depend, basically, on Islamic legislation as a reference and as a historical source for their laws. Although it is not regulated in CISG, it may have role to govern an international sale if the applicable law chosen by the parties deal with such matters. Thus, it is within the aim of this paper to explore in depth the role of the option of sight in protecting the buyer in the international sale contract. It clarifies the meaning of the option and shows how it keeps the buyer away from deception that may come from the seller. The paper, indeed, includes the sale in which the buyer sees the goods via the e-means. The study comes with a result that; if this theory is embodied in the international conventions that regulate the international commerce, it will have an important role to prevent the deception and dishonesty that may happen in practice.

Keywords: Option of Sight, Rescindable, Rescind the Contract, Confirm the Contract, the Goods.

Introduction

The notion of option (al-kheyar) is regulated in Islamic Law. This theory have become an important part of contract law in many Islamic countries. Several forms of options are regulated under Islamic Law and each of them is devoted to regulate a specific field in the contract. One of these options is option of sight, that is assigned to prohibit deceit and to keep the buyer away from cheating. Although this option is worthy in the local contract, it is considered more essential in the international transactions. It takes this position because the goods are usually inexistent in the place of formation of the contract in these transactions, i.e. the buyer, in the international contract, cannot see the goods directly. He may see them via videos or pictures through electronic media. Or, he may, sometimes, get the descriptions only without videos or pictures.

The option of sight contains important rules that protect the buyer in the contract of sale, whether at local sale contracts or international sale contracts. That is why this option is selected to be discussed in this research. In addition, this option is already regulated in several Arabic laws. That means it is a part of the law in some countries. Accordingly, it may be applied in some international transactions once the applicable law that they select regulates this option. Accordingly, why not to embody this option in the international conventions as long as it prevents cheating and protects the buyer?

Research Background

Because the international trade becomes wider today and the international sale has important role in this trade, it becomes important to study if the buyer is protected in this trade or not. The study focuses on the CISG as this convention is the most

important convention regulates the relationship between the buyer and the seller in the international sale. The study finds that the buyer, sometimes, may be deceived because of his farness from the goods that he bought. This may happen when the seller transports goods to the buyer having descriptions different from those that the parties agreed upon. The study tries to examine if this option is suitable to protect the purchaser from these deceitful events or not. This binds us to discuss the meaning of the option of sight and where its source. The study comes with a result that this option is important to guarantee the rights of the buyer and it recommends to embody this option in the international conventions.

Statement of Problem

The research aims at finding a legal method that protects the buyer in the international sale. This is because the buyer is sometime deceived in this contract due to the existence of the buyer in a place different from the place of the goods. Namely, the purchaser does not see the goods at the time when the sale is concluded. The farness between the buyer and the goods may motivate the seller to deliver goods with bad descriptions and conditions and, accordingly, the buyer finds himself bound to accept them although he is not satisfied. The option of sight grants the buyer a chance to cancel the contract and return the goods back to the seller.

Research Question

The research answers the following questions:

1. What is the meaning of option of sight?
2. Is this option useful to protect the purchaser in the international sale? If yes, how?
3. Is this option regulated in the international conventions that govern the international sale?
4. Does this option achieve balance between the parties of the international sale contract?

Research Objectives

The research aims at achieving the following objectives:

1. To study the extent to which the international conventions protect the purchaser in the international sale.
2. To discuss if there is legal vacuum weakens the buyer and deprives him from some rights in the international sale.
3. To fill the legal vacuum that may exist in the regulation of the international sale.

Research Methodology

The study is based on qualitative methodology where descriptive and analytic methods are adopted. Thus, the researcher gathers data and collects information from the sources and arranges them to carry out this research. The data includes Prophetic traditions, statutory provisions in International conventions, details and explanations about the basic rules of contract, etc. After collecting data, the researcher analyzes them to come out with suggestions and recommendations.

Literature Review

Most of the legal jurists and researchers wrote about the option of sight in the sale contract in general. Namely, they did not write about the option of sight in the international trade.

One of the researchers wrote about this option as a comparative study between the civil law in Iraq and Islamic law (Motaz Al-Ma'mory, 2004). The purpose of this research was to examine if the civil law took the rules of this option from the Islamic jurisprudence as they are or not. The researcher came out with a result that the option of sight is regulated as a part of the sale contract in Iraqi Civil Law, i.e. the option is, basically, linked with the sale contract. However, the research did not touch with the

international sale. It focused only on Iraqi Law. Therefore, this is the most important difference between that research and this study as this one focuses on the international sale and the rights of the buyer in this sale.

Other researcher wrote about the option of sight in the electronic transactions (Ahmad Adem, 2013). This research discussed this option according to the transactions that happen via the electronic means. It dealt with this option as a method to strengthen marketing and to increase the profit. The writer came out with a result that the electronic transactions happened between absent parties although they may contact each other simultaneously. Similar to the previous research, the writer also did not discuss the option in the international sale and nothing about the rules of the international conventions that regulate the international sale. This was the most important difference between that research and this study.

A third writer wrote about the legitimacy of option of sight in Islamic Jurisprudence (Ahmad Rabahy, 2016). This study discussed the basic source of the option of sight in Islamic law. It explained the statement of the Prophet Mohammad (P.B.U.H) and the Islamic doctrines that adopted the statements and the other doctrines that ignored it. The study shew the effects of the existence of the option of sight as a part of the contractual regulation and the effect of the nonexistence of this option in the contractual regulation. Thus, this third study did not discuss the option on the international field and, finally, the writer ended his research by providing conclusions not related to the international sale. Meanwhile, this study focuses, as aforementioned, on the international sale that is regulated in the international conventions.

Research Plan

In order to understand the option of sight and its importance in protecting the buyer, this research is partitioned to two sections. The former one clarifies the meaning of

option of sight and its general principles. Meantime, section number two discusses its role in the international trade. It also examines if the sight of the goods through the electronic media is enough to drop the option or not.

1. Concept of Option of Sight

1.1 Definition of Option of Sight

The option of sight can be described as "a person who enters into a contract dealing with a certain object, that he has not seen, has the right of cancelling or confirming the contract upon seeing the object" (Ala' Eddin Kharofa, 1997. Siti Salwani Razali, 2010). It is defined also in Article 320 of Majala al-Ahkaam al-Adliyah (The Otman Courts Manual (Hanafy)) as "if a person buys a piece of property without seeing such property, he has an option upon inspection thereof of either cancelling the sale or of ratifying it". Thus, the buyer is the party who has the right to use the option of sight. He can use this option if he does not see the object of the contract at the time of its forming. On the base of this option, this party can either rescind the sale or affirm it when he gets a view of that object upon which they agreed (Abd al-Sattar Abu Ghudah, 1985).

In **Al-Hanafi** doctrine, this option is granted to the buyer under Islamic Law and no need to the parties to mention this option in their contract. Namely, the buyer will have an option regardless if it is inserted as a clause in the contract of sale or not (Al-Kasany Ala' al-Deen abu Bakr bin Mas'od, (1986). Abd al-Sattar Abu Ghuddah, 1985). On the other hand, the **Maliki** doctrine has another viewpoint. This doctrine says that the option will take its effect only if it is inserted in the contract. That means, if it is not inserted in the contract, the buyer will remain bound to carry out the contract (Abd al-Sattar Abu Ghuddah, 1985).

1.2 Its Source and Proof

It is believed that the option of sight came from a statement narrated from the Prophet Mohammad (blessings and peace of Allah be upon him). That statements provides "he who buys something that he has not seen has the option, upon seeing it, either to accept or to refuse it" (Al-Biheeqy Aby Bakr Ahmad ibn al-Husayn ibn Ali, (n. d). al-Darqatny Aby al-Hasan Ali ibn Umar, n.d).[1] In addition to this statement, a story happened in the time of the followers of the Prophet approves this option. This happened when Telhah bin Abd Allaah bought a piece of land from Othman bin Affaan. The buyer and the vendor (both) had not seen that piece of land at the time of their agreement. A person told Othman that he had an unfair bargain. Another person also told Telhah the same. Othman said "I have an option because I sold a thing that I did not see". Then, they accepted Jobair bin Mot'im judges in the transaction. Jobair said that the option is given to Telhah (the buyer) and it is not to Othman. This decision issued with existence of a number of the followers of the Prophet (PBUH), and no one of the attenders said that the judgment is incorrect (Al-Ùahawy Abu Ja'far Ahmad ibn Muhammad ibn Salamah, (1399 ah).

Despite these proofs, the Old Muslim jurists had different viewpoints relate to prohibition or permissiveness of option of sight. This disagreement comes as a result of permissiveness or prohibition of "sale of the absent items (Commodity)". The jurists who do not allow selling the non-extant item do not confess in the option of sight. At the same time, the jurists who allow selling the absent item confess and regulate the option of sight (Abd al-Sattar Abu Ghudah, 1985). While the **Shafi'** doctrine is the former trend, the **Maliki**, **Hanbali and Hanafi** are the second trend. In other words, the **Shafi'i** doctrine do not regulate the option, the object of the study, because this doctrine prevents the sale of the non-existent thing. But the Majority of Muslim doctrines permit this option because they permit the sale of the non-existent

[1] Al-Darqetny said this statement is doubtable since one of its talkers (Abu Bekr bin Abu Maryyam) is not trusty.

thing (Rushd Muhammad ibn Ahmad, (n.d). Ibn Hammam Muhammad ibn Abd al-Wahid, (n.d). Muhammad Mahmod al-Umosh, (2010)). Thus, the different views of Muslim jurists are primarily based on the ground of the legality of selling and buying of unseen commodity during the contract taking place. As it is stated the **Maliki, Hanafi** and **Hanbali** doctrines are of the view that option of sight (Khayar Al-Ro'ya) is valid, **Shafi'i** school however invalidate it (Mohd Afandi Awang Hamat & Syakirah Bt Abd Halim, (2014).

1.3 What the Sight means

The aim of the sight is to introduce adequate information and knowledge to the purchaser about the object of the contract. Thus, the term "sight" does not point to seeing the item by the eyes in particular. But it means getting enough knowledge about the item and it is not important if the buyer used his eyes or used other sense to get this knowledge (Abd al-Sattar Abu Ghuddah, (1985)). According to that, Art 323 of Majlat al-ahkaam al-adlyah[2] provides "The object of the option of sight is to ascertain the nature of the sold item and the whereabouts thereof. Example: A person who examines the outside of a plain piece of cloth that is the same on both sides; or a piece of cloth marked with stripes or flowers; or the teat of a sheep bought for breeding; or the back of a sheep bought for killing; or who tries the taste of things for eating and drinking and who later makes a purchase, has no option of inspection (sight)".

Based on the abovementioned, the features of the sold item have a significant role to give the wanted information. Some products are recognized via the sense of sight such as tables, sofas, chairs, etc. Others are recognized via the sense of smell such as some chemical materials or perfumes. Besides that, some products are recognized by the taste such as the juice or fruits. Further, there are products recognized by the

[2] (The Ottoman Courts Manual (Hanafi)). It is a code of law that was prepared between 1868-1876 in the Ottoman State. It mostly covers property law, law of obligations, and procedural law.

sense of touch such as carpets or dresses. Furthermore, there are products recognized by the ears such as music devices (Abd al-Sattar Abu Ghudah, (1985).

Consequently, the term "option of sight" is linked with the sight not because the sight is the only way that informs the buyer about the subject of the contract, but because it is the most prominent way that gives the wanted knowledge (Abd al-Sattar Abu Ghudah, (1985). On basis of that, can we give the option of sight to a blind person? The answer is yes; the Classical Muslim Jurists give this option to the blind person. So, he can either confirm or rescind the contract when he gets enough knowledge about the item that he bought. He can do that although he does not have the sight sense (Abd al-Sattar Abu Ghuddah, (1985).

1.4 Conditions of Option of Sight

Four conditions should be available to apply the option of sight. They are:

- The thing sold should be a specified precisely.
- The option is applied on the rescindable contracts such as the sale contract. This requirement is important because this option, as aforementioned, either leads to confirm the contract or rescind it.
- The buyer should not have seen the object of the sale at the time of conclusion of the contract or before that time. If the buyer saw it, the option is dropped (canceled).
- The buyer should see the object of the sale contract after its formation. The buyer will not have the option unless he sees it. (Ala' Eddin Kharofa, 1997)

1.5 Existence of Option of Sight in the Modern Laws

As the option of sight finds its root in Islamic Law, a lot of Islamic countries regulate this option in the provisions of their civil laws. For example, it is regulated in Articles 140 – 144 of Omani Civil Law No. 29 of 2013. It is also regulated in Articles 184 – 188 of Jordanian Civil Law No. 43 of 1976. (Mohammad Bandari, 2014)

Although this option is rarely regulated in the commercial laws, it may be applied on the commercial transactions. This is because most of the commercial laws in Islamic countries depend on the civil law or in Islamic law as a source for the commercial law. For example, Article number 5 of Omani Commercial Law No. 55 of 1990 renders the Islamic law as a fourth source for the commercial law.[3] (Adil Maghdadi, (2010)) Accordingly, the court can refer to the Islamic law to judge between the parties if there is a dispute. Likewise, Article 2 of Jordanian Commercial Law No. 12 of 1966 states that if there is no rule in this law, then the court has to refer to the provisions of the civil law, i.e. the civil law is the second source that regulates the commercial transactions (Yaseen Muhammad al-Jbory, (2002).

Accordingly, option of sight may be applied on commercial transactions even if it is not regulated directly in commercial laws. This option may be applied on commercial transactions as its purpose is to inform the buyer precisely what he bought. In other words, existence of this option as a part of the rules that regulate commercial transactions ensures adequate knowledge about the subject matter of the contract. As a result, this will reduce the possibility of disputes between parties of various contracts.

2. Effect of Option of Sight

2.1 The General Effect of Option of Sight

The buyer who purchases an item, or goods, that he did not see at the time of conclusion of the sale contract is given the option when he sees it. Then, at that moment, he has right to affirm the sale contract or he can cancel it. Consequently, this option makes the sale, after its conclusion, rescindable until the purchaser determines if he wants to affirm the contract or cancel it (Yaseen Muhammad al-

[3] Article 5 states that "if no legislative provisions exists, the rules of custom shall apply with particular or local custom taking precedence over general custom. In the absence of custom, the provisions of the noble Islamic Sharia shall apply and thereafter the rules of justice".

Jbory, (2002)). Affirming the contract happens via issuing a declaration that indicates his acceptance, such as "I accept" or "I agree" or any expression leads to the same result (Abd al-Sattar Abu Ghudah. (1985)). Affirming the contract also may happen by a disposal "conduct" that indicates the agreement of the purchaser as if he re-sells the goods that he bought to a third person after he sees them (Ali Haydar, (n.d). According to that, if the sale contract is affirmed, then it becomes mandatory to its parties and the option ends. Contrarily, if the contract is annulled, the both parties go back to the status on which they were before entering to the contract. Therefore, the purchaser returns the goods back to the vendor as well as the vendor returns the price back to the purchaser (Yaseen Muhammad al-Jbory, (2002).

2.2 The Time in which the Buyer Confirms or Rescinds the Contract

The effect of the option gives its result at the time of sight. That means, the buyer has right to reject the object of the contract only when he sees it even though he affirms the contract before. Consequently, the time in which the buyer sees the object of the contract is the cut-off point and the cornerstone on which the parties can depend to settle the contract down (Abd al-Sattar Abu Ghudah. (1985). However, it might be argued that should the buyer rescind or affirm the sale after the sight directly? Or, there is no time limitation? The classical Muslim jurists have several viewpoints for this critical issue. Several jurists believe that there is not time limitation for the buyer. Namely, he can, at any time after the sight, confirm or rescind the contract even if he is late to decide (Al-Kasany Ala' al-Deen abu Bakr bin Mas'od, (1986). Other jurists said that the buyer should decide directly at the time of seeing the item, i.e. there should be no gap of time between the sight and the rescission\ affirmation. That means, this viewpoint affirms that if the buyer sees the item and remains silent, the silence means affirmation and the option ends (Abd al-Sattar Abu Ghuddah. (1985).

2.3 Existence of Option of Sight in the International Sale

There are no rules about option of sight in the international conventions that regulate the international commerce. Although the United Nations Convention on Contracts for the International Sale of Goods (CISG) is dedicated to regulate the international sale, in particular, this convention is devoid from rules regulating this option. Rather, this convention does not contain rules regulating how the buyer can get enough knowledge about the goods, i.e. there is no criterion upon which we can depend to specify if the buyer got adequate knowledge about the goods or not. On the contrary, the civil laws regulate how the buyer gets adequate knowledge about the object of the contract. For example, Articles 117\ 356 of Omani Civil Law and Articles 161\466 of Jordanian Civil Law regulate this issue. .

However, there are a number of articles that give the buyer the right to recourse to some remedies in case that the goods do not conform the descriptions that the parties agreed upon. In other words, the buyer has some options in case if there is lack of conformity comes from a fundamental breach of the contract. However, it is worth mentioning that the conformity is different from sight. In addition, lack of conformity is different from option of sight. On the one hand, conformity means that the delivered goods fit the descriptions, which the parties agreed upon. Lack of conformity means that there is something in the delivered goods different from the descriptions, which the parties agreed upon, and the buyer has limited period to inform the seller about that. On the other hand, sight means that the buyer knows exactly what he bought whether he got this knowledge by his eyes or by other senses as mentioned early. Also, option of sight means that the buyer who did not see the sold goods at the time of conclusion of the sale contract has the right either to affirm or to rescind the sale when he sees it.

Lack of conformity usually happens when the buyer agrees with the seller on specific descriptions and these descriptions are not met. This, sometimes, happens when the

parties depend on a Catalogue or Brochure to specify the subject of the contract. Or, this may happen when the parties depend on a sample such as a sample of carpet or a sample of cloth, etc.

In case of Catalogue, Muslim jurists believe that the sale that happens through it is similar to the sale that happens via Dafter (notebook). The Dafter usually contains details and descriptions about the sold item. Most of the old Muslim jurists believe that the sale here is obligatory to the parties and none of them can rescind it provided that the item exactly fits the descriptions that are stated in the dafter. Namely, there is no choice to the buyer here unless the object of the contract varies from the descriptions. On the other hand, the Hanafi doctrine has another viewpoint in this field. This doctrine says that the contract is not binding here and the buyer can cancel the sale when he sees the object (Al-Khateeb Shams al-Deen Muhammad ibn Ahmad al-Shareeny, (n. d).

In case of sample, most of Muslim scholars believe that if the sale contract is built on a sample, the buyer should not have the option of sight. This is because he sees a pattern of the sold item\ goods. But they provided that the sold item\ goods should conform with the sample. Otherwise, the buyer will remain having the option of sight and, consequently, he can rescind the contract (Ibn Abdeen Muhammad Ameen bin Umar (1386 AH). So, unconformity grants the buyer right to refuse the sold item\ goods. That means, the sample cancels the option of sight provided that it conforms with the sold item\ goods.[4] This is confirmed in the Arabian Civil Laws, which regulate the Option of Sight when they state in their provisions that there is no option of sight when the parties depend on a sample. For example, this is regulated in Art 1049 of Jordanian Civil Law and also in Art 828 of Omani Civil Law.

[4] The Arabian Civil Laws which regulate the Option of Sight state in their provisions that there is no option of sight when the parties depend on a sample. For example, see Art 1049 of Jordanian Civil Law. See also Art 828 of Omani Civil Law.

Lack of conformity is mostly considered a breach of contract. However, it may sometime come from a hidden defect. But in all cases, it is different from option of sight because option of sight is not a breach of contract.

Existence of a hidden defect in the object of the contract is known in Islamic law and in some Arabian Laws as khar al-ayb "option of defect". This option does not mean that the buyer did not see the object of the contract at the time of conclusion of the contract. On the contrary, he sees it at that time. But there is a hidden defect that is not easy to be known. If this defect appeared later, then the rules of that option are applied (Saiful Azhar Rosly, Mahmood Sanusi and Norhashimah Mohd Yasin (n. d).

Regarding CISG, this convention focuses on conformity (and lack of conformity) between the descriptions of the goods which the parties agree upon and the delivered goods. This conformity (or lack of conformity) is different from the option of sight as this option, as aforementioned, ensures that the buyer gets what he desires to get and gives him right to rescind the contract under the requirements that have been mentioned above.

2.4 Expenses of Delivery

It becomes known that the option of sight gives the buyer who did not see the goods at the time of conclusion of the contract the right to rescind it when he sees them. But, in international sale, the buyer may see the goods at his place. That means, expenses are paid to transport the goods to that place. So, if the buyer sees the goods at that time and decides to rescind the contract, who will bear these expenses?

By referring to the Muslim classical jurists, we find that the buyer can rescind the contract provided that he pays the expenses of two ways of transportations. Namely, the transportation of the goods from the place of the seller to the place of the buyer and the transportation of them from the location of the purchaser to the location of the vendor (Burhan al-Deen Aby Al-Ma'aly Al-Bukhary, (2004).

This position ensures that protecting the buyer and, at the same time, keeps the seller away from deceit or random decision that may come from the buyer. So, this position ensures balance between the parties of the sale.

2.5 Effect of Option of Sight in the Electronic Sale

The option of sight is granted to the purchaser if the object of the contract is not shown to him at the time of conclusion of the sale contract. Usually, this happens in the traditional sale when the object is not existent in the location where the parties form the contract. Or, this may happen, if there is an obstacle forms a barrier from seeing the object. However, in the new era and with the emergence of technology, the sellers can offer their goods via electronic media such as the screen of the computer, and the buyer have a look at them through screens. In other words, the high-developed technology in the communication field has enabled the companies and the traders to market and display their products via the websites in a high degree of clarity. Thus, the question that may be raised is that does this sight (viewing the goods electronically) cancel the option of sight?

It is submitted that the old Muslim scholars did not talk over this matter, as there was no developed communication in their eras. Nevertheless, they discussed the sight via several means close to the sight via the new communication media. Their discussion may be useful and helpful to clarify if the new communication media (particularly, the electronic means) are enough or not enough to cancel the option of sight. There discussion was as follow:

2.5.1 The Sight via Glass

Most of the old Muslim scholars have a belief that seeing the object of the contract via a glass is not adequate to get the required information about it. Consequently, the option of sight is not dropped in this case. That means, the buyer will still having the

right either to affirm or to rescind the sale when he sees the object directly without glass (Al-Khateeb Shams al-Deen Muhammad ibn Ahmad al-Shareeny, (n. d).

2.5.2 The Sight via Mirror

Likewise, seeing the object trough a mirror is also not adequate to get perfect knowledge about it. This is the viewpoint of majority of Muslim scholars. This is because the sight here is not the sight of the object itself. But it is the sight of the alike object. Thereby, the buyer will still having the right either to affirm or to rescind the sale when he sees the object without mirror (Ibn Abdeen Muhammad Ameen bin Umar (1386 AH).

2.5.3 The Sight via the Water

This case is similar to the previous two cases. The majority of jurists say that the sight which occurs via the water does not cancel the option of sight because this sight is not adequate to introduce enough information about the object (Ibn Abdeen Muhammad Ameen bin Umar (1386 AH).

2.5.4 The Sight via Screen

Seeing the object through screen is mostly identical to the aforementioned cases. It is, particularly, identical to the sight that is concluded through the glass and through the water. Thus, the high similarity between the screen and the previous materials gives the same result. So, we can come out with a result that the sight which happens through the screen is not adequate method to give enough information about the object of the sale contract. Thereby, the option is not dropped. Namely, the purchaser has the right either to affirm or to cancel the sale contract when he sees the object without screens.

In addition, the concept of the sight, which is mentioned earlier, shows that the sense of sight is not the only method that the buyer may use to get information about the

object of the contract. Rather, the all senses are important to have the required knowledge. Accordingly, the electronic media are not enough to give the buyer the details about the object of the contract. This is because he uses only his eyes and the other senses are disabled. For instance, if a purchaser sees a jacket on a website, he may only get its color and its shape. However, he may still need to know its touch and how its smell. Besides, foodstuffs products are also not easy to be known via the electronic media. Further, carpenters products are known by sight and by touch. It also may have specific smell. In these examples, the buyer needs to use several senses.

Conclusion

Option of sight is an option granted to the purchaser in the contract of sale. The rules of this option give the purchaser, who did not see the goods that he bought at the time of conclusion of the contract, right either to confirm the contract or rescind it when he sees them. Namely, this option makes the contract rescindable and it remains rescindable until the purchaser sees the goods that he bought. Then, the contract will either be confirmed or canceled.

Although CISG regulates unconformity, this convention does not regulate this option. Unconformity means that there is a difference between the goods, which the parties agreed upon, and the goods, which are delivered in reality. Meanwhile, option of sight depends on seeing the object of the contract. If it is seen, there is no option. But if it is not seen, then the buyer has this option when he sees it. Thus, the implication of the option of sight is linked with the sight itself. This is limited only to the goods, which are not seen at the time of conclusion of the contract.

Finally, it is argued that the sight that may happen via the electronic media is not enough to cancel this option. So, the buyer is still having this option even if he sees the object of the contract through screens. It is dropped only when he sees the object

directly. Thereby, it is ensured that the buyer knows, perfectly, the goods, which he bought. However, the rapid growth of telecommunication field my bring new media that bring the descriptions of the goods exactly as if they are available with the buyer. In this case, is the option canceled? This is left to the future.

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