The general principle which can be formulated as to the binding character of a contractual promise is narrow in theory although broad as to its practical implications. It reads: Contractual promises in a contract providing for mutual obligations of both parties are binding.

[Set out in detail.]

[...]

As to substance, two issues arise: First, when is a contract illegal or immoral? And second, what is the effect of an illegal or immoral contract? It will be obvious that in this area generalisations are impossible. Prohibitions express moral convictions or social policies. It will be very difficult to find a common denominator for these basic values. This is true even within a regional association like the European Community - except the provisions enacted by this Community itself which are binding upon all the member states.

Referring Principles:
- IV.1.2 - Sanctity of contracts
- IV.7.1 - Invalidity of contract that violates good morals ("<em>boni mores</em>")