Title:
Principles of the Existing EC Contract Law (Acquis Principles)

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Content:
Chapter I: General Provisions
Section 3: Notice and form

Article 1:303: Freedom of form

Unless provided otherwise, no form needs to be observed in legal dealings.

Chapter 2: Pre-contractual Duties
Section 1: General duties

Article 2:101: Good faith

In pre-contractual dealings, parties must act in accordance with good faith.

Article 2:103: Negotiations contrary to good faith

(1) A party is free to negotiate and is not liable for failing to reach an agreement.

(2) However, a party who has conducted or discontinued negotiations contrary to good faith is liable for loss caused to the other party.

(3) In particular, a party acts contrary to good faith if it enters into or continues negotiations with no real intention of reaching an agreement.

Chapter 4: Formation

Article 4:101: Agreement between the parties
A contract is concluded if the parties intend to be legally bound, and they reach a sufficient agreement.

**Article 4:102: Conclusion of contract**

(1) A contract can be concluded by the acceptance of an offer in accordance with the following provisions.

(2) The rules in this chapter apply accordingly when the process of conclusion of a contract cannot be analysed into offer and acceptance.

**Chapter 6:**

**Article 6:203: Interpretation of terms**

(1) Where the meaning of a term is unclear, that term is to be interpreted against the party who supplied it.

**Chapter 7: Performance of Obligations**

**Section 1: General duties**

**Article 7:102: Good faith in the exercise of rights**

The creditor must exercise its rights to performance and remedies for non-performance in accordance with good faith.

**Article 7:104: Duty to co-operate**

The debtor and the creditor must co-operate with each other to the extent that this can reasonably be expected for the performance of an obligation.

**Referring Principles:**

- I.1.1 - Good faith and fair dealing in international trade
- IV.2.1 - Contractual consent
- IV.4.1 - Freedom of form
- IV.5.4 - Interpretation against the party that supplied the term
- IV.6.9 - Duty to notify / to cooperate
- IV.8.1 - Principle of pre-contractual liability