Titre préliminaire - Chapitre Premier

§ 2. Application des lois. Conflits des lois quant au lieu

Art. 19

Translation Les obligations contractuelles sont régies par la loi du domicile quand elle est commune aux parties contractantes et, à défaut de domicile commun, par la loi du lieu où le contrat a été conclu. Le tout, à moins que les parties ne conviennent ou qu'il ne résulte des circonstances qu'une autre loi devra être appliquée.

Toutefois, les contrats relatifs à des immeubles seront soumis à la loi de la Situation de l'immeuble.

When, however, as a result of exceptional and unpredictable events of a general character, the performance of the contractual obligation, without becoming impossible, becomes excessively onerous in such way as to threaten the debtor with exorbitant loss, the judge may according to the circumstances, and after taking into consideration the interests of both parties, reduce to reasonable limits, the obligation that has become excessive. Any agreement to the contrary is void.

The contract makes the law of the parties. It can be revoked or altered only by mutual consent of the parties or for reasons provided for by law.

Civil Code

Art. 19

Original The contractual obligations are governed by the domestic law if the domicile is the same for both parties, and, if there is no common domicile, by the law of the country where the contract is concluded. This rule is not applicable if the
parties have agreed on another applicable law or that another applicable law results from the circumstances.

Art. 147

The contract makes the law of the parties. It can be revoked or altered only by mutual consent of the parties or for reasons provided for by law.

When, however, as a result of exceptional and unpredictable events of a general character, the performance of the contractual obligation, without becoming impossible, becomes excessively onerous in such way as to threaten the debtor with exorbitant loss, the judge may according to the circumstances, and after taking into consideration the interests of both parties, reduce to reasonable limits, the obligation that has become excessive. Any agreement to the contrary is void.

Art. 148

A contract must be performed in accordance with its contents and in compliance with the requirements of good faith.

A contract binds the contracting party not only as regards its expressed conditions, but also as regards everything which, according to law, usage and equity, is deemed, in view of the nature of the obligation, to be a necessary sequel to the contract.

Art. 216

The judge may reduce the amount of damages or may even refuse to allow damages if the creditor, by his own fault, has contributed to the cause of, or increased, the loss.

[French text extracted from Kropholler, Außereuropäische IPR-Gesetze, Hamburg 1999]


Referring Principles:

- I.1.1 - Good faith and fair dealing in international trade
- IV.1.2 - Sanctity of contracts
- VII.4 - Duty to mitigate
- VIII.1 - Definition
- XIV.2 - Law applicable to international contracts