Title:
IV.2.2 - Silence by offeree

Content:
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(a) Silence by the offeree does not in and of itself amount to acceptance.

(b) Silence by the offeree amounts to acceptance if the offeree begins with the performance of his contractual obligations or is required to reject the offer due to a long-standing business relationship with the offeror or is subject to a practice which the parties have established between themselves or a trade usage requiring rejection of the offer ("qui tacet consentire videtur").

Commentary:
1 The Principle confirms that, unless the parties agree otherwise or have established a usage or course of dealing between them, mere silence of the party that has received an offer to conclude a contract does not amount to acceptance because that silence does not constitute a binding declaration of will.

2 This situation must be distinguished from scenarios in which, though the party receiving an offer does not issue a statement, an implied acceptance of the offer can be inferred from its conduct, e.g. because that party begins to perform the contract. In such a case, acceptance becomes effective once the act indicating the party’s implied acceptance is performed, even though the offeror may not have taken note of this act at this point in time.