IV.5.4 - Interpretation against the party that supplied the term

Where, after the interpretation of a contract term that has been supplied by one party, doubts remain as to the meaning of that term, an interpretation against that party is to be preferred ("contra proferentem").

Commentary:
This rule may be applied if a contractual term is contained in standard terms drafted by one party. However, it may also be used in situations in which one party has drafted a contract which does not have the quality of standard terms. In such scenarios, the party which drafted the ambiguous term may not later rely on a meaning of that term which is to the disadvantage of the other side, unless this ambiguity was discussed between the parties when the contract was concluded.