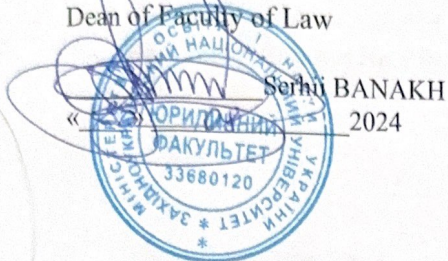


MINISTRY OF EDUCATION AND SCIENCE OF UKRAINE  
WEST UKRAINIAN NATIONAL UNIVERSITY  
FACULTY OF LAW

Approved

Dean of Faculty of Law



Serhi BANAKH

2024

Approved

Vice-rector for scientific and pedagogical work



Viktor OSTROVERKHOV

2024

**Work program**

**discipline**

**“European Contract Law”**

Higher education degree - bachelor

Field of knowledge - 29 International relations

Specialty - 293 International Law

Educational and Professional Program - International Law

Department of International Law and Migration Policy

Form of studying	Study year	Semester	Lectures	Practical classes	Individual work	Training	Student -self study	Total	Exam/ Credit
Full-time	4	8	24	24	3	8	91	150	Credit


30.08.2024

Ternopil – WUNU, 2024

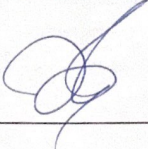



The work program was prepared by Associate Professor of the Department of International Law and Migration Policy Dr Liudmyla SAVANETS.

The work program adopted at the meeting of the Department of International Law and Migration Policy, Protocol No.1 from 26.08.2024.

Head of the Department \_\_\_\_\_  Yaryna ZHUKORSKA

Considered and approved by the specialty team of 293 International law, protocol No.2 from 30.08.2024.

Head of the specialty team \_\_\_\_\_  Yaryna ZHUKORSKA

Guarantor of EP \_\_\_\_\_  Liudmyla SAVANETS

## 1. DESCRIPTION OF THE DISCIPLINE «EUROPEAN CONTRACT LAW»

Discipline - European contract law	Field of knowledge, Specialty, Educational and Professional Program, higher education degree	Characteristics of the discipline
Number of ECTS credits –5	Field of knowledge – 29 International relations	Discipline status: non- mandatory Language of study: English
The number of credits modules - 4	Specialty – 293 International law	Study year – 4  Semester – 8
Number of contents module - 2	Educational and Professional Program - International Law	Lectures - 24 hours Practical classes – 24 hours
Total hours – 150 hours.	Higher education degree – bachelor	Student-self study – 91 hours. Training - 8 hours.  Individual work - 3 hours.
Weekly hours – 18 hours, including 8 hours of classroom hours		The type of final control is credit.

## **2. THE PURPOSE AND TASKS OF STUDYING THE DISCIPLINE «EUROPEAN CONTRACT LAW»**

### **2.1. The purpose of studying discipline**

The purpose of the course «European contract law» is the formation of scientifically sound representations of European contract law and the familiarization with peculiarities, basic concepts, categories, institutes and branches of European contract law.

**2.2. The task of studying the discipline «European contract law»** is the mastering of students' knowledge of the peculiarities and basic concepts, categories, institutions and branches of contract law in European Union; patterns of development of contractual relations, etc.

**2.3. Name and description of competencies, the formation of which provides the study of discipline:** the ability and readiness to use knowledge of the main categories of European contract law and the provisions of international legal acts, to choose and use methods of interpretation of legal norms, the ability to think logically, critically, creatively, scientifically analyze significant problems and processes of the legal sphere, to have a system of categories and methods necessary for the election and application of the current international legal norm of stagnation. To generalize scientific methods for solving various professional tasks.

### **2.4. Prerequisites for other disciplines.**

The list of disciplines, which was already in the past, carried great results of study:

- Compare civil law
- Comparative civil procedure
- European Union Law
- Private international law.

### **2.5. Learning outcomes**

As a result of studying the discipline «European contract law», students must:  
know:

- sources of European contract law,
- methods of regulation of contractual relations in EU,
- contract Law as Part of European Private Law,
- contract Law in the Acquis Communautaire,
- coherency of European contract law,
- core elements,
- conclusion and content of contracts,
- right of withdrawal,
- unfair contract terms,
- performance obligations,
- consequences of non-performance,
- preclusion and prescription.

#### **Be able to:**

- analyze phenomena and processes in the field of European contract law;
- assess the conformity of the processes and actions of the participants of international relations to the principles of European contract law;
- to timely determine the problems of legal regulation of contract relationships in European Union;
- to analyze the cases of European contact law.

## **3. CONTENT OF THE DISCIPLINE «EUROPEAN CONTRACT LAW».**

### **Content module 1.**

#### **Topic 1. Foundations**

Introduction. European contract law. Aim and structure of the course. Sources and literature.

## **Topic 2. Contract law as part of European private law**

Concept: overview and variations. Dualism of national and supranational law: origins, independence of the supranational legal order, interdependency between national and supranational law. Contract Law in the Acquis Communautaire: types of rules, primary law, directives, development, fragmentation, minimum and full harmonization. Selected legislation and case law: consumer protection, small and medium-sized enterprises, e-commerce, payment services, non-discrimination, insurance contracts, others. Coherency of European Contract Law: academic approaches, principles of European Contract Law, Pavia Draft, General contract law and commercial law, Acquis Principles, Commission Action Plan and the Common Frame of Reference. The CESL as a codification: concept, preparation, structure and scope of application, codification character, legislative process and withdrawal. Focus on the Digital Single Market.

## **Topic 3. Core elements of contract**

Concept of Contract. Contract and juridical act. Contract as consensus ad idem?: contract and inertia selling, complex process of conclusion of contract. Contract and notice. Types of Contract in the Acquis Communautaire. Specific circumstances: commercial agency, timeshare, consumer sales, consumer credit. Increase in contract types in the Acquis Communautaire: framework contract, advisory services, service contracts, contract types under the CESL, contracts for the Supply of Digital Content. Mixed Contracts. Freedom of Contract: overview, non-mandatory and mandatory law, limitations on contract drafting by controlling contract terms. Good faith. Non-discrimination: foundation, discrimination due to a personal characteristic, discrimination as an obstacle to the internal market. Party status. Consumers and other protected parties: overview, notion of the consumer in the Acquis Communautaire, other protected parties.

## **Topic 4. Conclusion and content of contracts**

Pre-contractual duties: overview, comparative perspectives. Pre-contractual duties and good faith in the Acquis Communautaire. Pre-contractual duties and good faith in the CESL. Pre-contractual duties and good faith in the DCFR. Liability under the Acquis Principles. Information duties in the Acquis Communautaire. Between pre-contractual information duties and fair trading. Standardized performance. Pre-contractual information duties in the CESL. Pre-contractual information duties in the Acquis Principles and DCFR. Consequences of breach. Conclusion of Contract: overview, introduction, Acquis Communautaire, academic and legislative drafts. Agreement: principle, requirements, additional requirements? Modes: offer and acceptance, conclusion without offer and acceptance, conclusion via distance means of communication. Pre-contractual public statements: party to the contract, third parties. Unilateral promises: binding effect, protecting the offeror. Inertia selling: principle, functions, requirements, legal effects. Defects in Consent: an alternative concept for protecting against flawed decisions? Defects in consent in the Acquis Communautaire. Mistake and protection against unfair commercial practices. Defects in consent in the CESL.

## **Topic 5. Right of withdrawal**

Overview. Introduction. Emergence of a general part. Functions. Protection. Creating confidence. Scope. Legal nature. Formative right. Distinction from revocation and termination rights. Mandatory nature.

## **Topic 6. Exercise and effect of right of withdrawal**

Exercise of right of withdrawal. Notice of right of withdrawal. Dispatch principle of right of withdrawal. Information on the right of withdrawal of right of withdrawal. Effect of right of withdrawal. Restitution. Termination. Obligations of the parties. Service contracts. Ancillary contracts.

## **Content module 2.**

## **Topic 7. Unfair contract terms**

Unfair terms law as a core area of contract law. Unfair Terms Directive: structure, standard under the general clause, relationship to German law, approaches to further development. Unfair Terms in the Acquis Principles and DCFR. Unfair Terms in the CESL. Comparative Law Foundations: development in German law, control of terms under the French system, English and Scandinavian Systems. Unfair Terms Directive as a Compromise. General Clause and the List of Unfair Terms. Late Payment Directive. Acquis Principles. DCFR. Reform. The Exclusion of Unfair Terms from the Consumer Rights Directive. CESL.

### **Topic 8. General clause and the list of unfair terms**

General Clause of Unfair Terms. List of Unfair Terms. Case C-478/99 Commission v Sweden ECLI:EU:C:2002:281. Joined Cases C-240/98 – C-244/98 Océano ECLI:EU:C:2000:346. Case C-237/02 Freiburger Kommunalbauten ECLI:EU:C:2004:209. Case C-40/08 Asturcom Telecomunicaciones ECLI:EU:C:2009:615. Case C-472/10 Invitel ECLI:EU:C:2012:242. Case C-119/15 Biuro podróży ECLI: EU: C: 2016: 987.

### **Topic 9. Unfair terms Directive as a compromise**

Late Payment Directive. Unfair contract terms and practices. Acquis Principles. Acquaintance with terms not individually negotiated. Unfairness of terms. DCFR. Meaning of ‘unfair’ in contracts between non-business parties. Meaning of ‘unfair’ in contracts between businesses. Reform. The Exclusion of unfair terms from the Consumer Rights Directive. CESL. Duty to raise awareness of not individually negotiated contract terms. Meaning of ‘unfair’ in contracts between a trader and a consumer. Meaning of ‘unfair’ in contracts between traders.

### **Topic 10. Performance obligations**

Performance obligations: Acquis Communautaire, proposed legislation (typical performance obligations, counter-performance, further areas of regulation under the CESL-D, emergence of a general conceptual basis). Forms of performance: overview, place and type of performance, time. Risk: basic features, consumer contracts, commercial contracts. Features of long-term contracts: overview, types, Acquis Communautaire, supply of digital content, performance and non-performance, termination.

### **Topic 11. Consequences of non-performance**

Innovative approaches in the Acquis Communautaire: system, Acquis Communautaire, CESL, services. Non-performance: overview, requirement in the Acquis Communautaire, types of non-performance in the Acquis Communautaire, requirement in the CESL, right to cure: Acquis Communautaire, DCFR, CESL. Remedies for the injured party. Performance: overview, requirements and exclusion, subsequent performance. Withholding performance: overview, requirements, consequence. Termination: overview, requirements, notice of termination, examination and notification duties, consequences. Price reduction: overview, requirements and exclusion, consequences. Damages and interest: overview, damages in the CESL, interest. Restitution.

### **Topic 12. Preclusion and prescription**

Acquis Communautaire. Proposal for Comprehensive European Rules. Conclusions.

#### 4. STRUCTURE OF THE CREDIT LOAN «EUROPEAN CONTRACT LAW»

##### Full-time

№	Themes	Number of hours					
		Lectures	Practical classes	Student-self study	Individual work	Training, CPIT	Control measures
<b>Content module 1</b>							
1.	Topic 1. Foundations	2	2	6	1	4	Tests, questions, cases
2.	Topic 2. Contract law as part of European private law	2	2	7			
3.	Topic 3. Core elements of contract	2	2	7			
4.	Topic 4. Conclusion and content of contracts	2	2	7			
5.	Topic 5. Right of withdrawal	2	2	7			
6.	Topic 6. Exercise and effect of right of withdrawal	2	2	7			
<b>Content module 2</b>							
7.	Topic 7. Unfair contract terms	2	2	8	2	4	Tests, questions, cases
8.	Topic 8. General clause and the list of unfair terms	2	2	7			
9.	Topic 9. Unfair terms Directive as a compromise	2	2	8			
10.	Topic 10. Performance obligations	2	2	9			
11.	Topic 11. Consequences of non-performance	2	2	9			
12.	Topic 12. Preclusion and prescription	2	2	9			
<b>Total</b>		<b>24</b>	<b>24</b>	<b>91</b>	<b>3</b>	<b>8</b>	

## **5. TOPICS OF PRACTICAL CLASSES ON THE DISCIPLINE «EUROPEAN CONTRACT LAW»**

Practical classes are aimed at deepening students' theoretical knowledge and acquiring the necessary practical skills for solving specific practical situations, working with regulatory acts and their application.

Preparation for practical classes consists in the study of theoretical material, current legislation, and familiarization with special scientific literature on the subject of the class. In order to check the level of assimilation of the material, it is necessary to answer control questions and complete practical tasks.

An important form of deepening knowledge of private international law is the preparation of abstract reports by students on problematic issues of the course, their listening and discussion in classes.

The working program of studying the course "European contract law" provides for practical classes in the amount of 24 hours.

### **Content module 1 Practical class № 1**

#### **Topic: Foundations**

*Purpose:* Study of the notion, aim, structure, sources and literature of the course, the dualism of national and supranational law.

#### **Questions for discussion:**

1. Introduction. European contract law.
2. Aim and structure of the course. Sources and literature.
3. Dualism of national and supranational law: origins, independence of the supranational legal order, interdependency between national and supranational law.

### **Practical class № 2**

#### **Topic: Contract law as part of European private law**

*Purpose:* Study of the contract law in the Acquis Communautaire, selected legislation and case law, coherency of European contract law, the CESL as a codification.

#### **Questions for discussion:**

1. Contract law in the Acquis Communautaire: types of rules, primary law, directives, development, fragmentation, minimum and full harmonization.
2. Selected legislation and case law: consumer protection, small and medium-sized enterprises, e-commerce, payment services, non-discrimination, insurance contracts, others.
3. Coherency of European contract law: academic approaches, principles of European contract law, Pavia Draft, general contract law and commercial law, Acquis Principles, Commission Action Plan and the Common Frame of Reference.
4. The CESL as a codification: concept, preparation, structure and scope of application, codification character, legislative process and withdrawal.
5. Focus on the digital single market.

### **Practical class № 3**

#### **Topic: Core elements of contract**

*Purpose:* Study of the concept of contract, types of contract, specific circumstances, mixed contracts, freedom of contract and good faith.

#### **Questions for discussion:**

1. Concept of contract. Contract and juridical act. Contract as consensus ad idem?: contract and inertia selling, complex process of conclusion of contract. Contract and notice. Types of contract in the Acquis Communautaire.
2. Specific circumstances: commercial agency, timeshare, consumer sales, consumer credit. Increase in contract types in the Acquis Communautaire: framework contract, advisory services, service contracts, contract types under the CESL, contracts for the Supply of Digital Content.



3. Freedom of contract: overview, non-mandatory and mandatory law, limitations on contract drafting by controlling contract terms. Non-discrimination: foundation, discrimination due to a personal characteristic, discrimination as an obstacle to the internal market.

4. Consumers and other protected parties: overview, notion of the consumer in the Acquis Communautaire, other protected parties.

5. Pre-contractual duties: overview, comparative perspectives. Pre-contractual duties and good faith in the Acquis Communautaire, CESL, DCFR. Information duties in the Acquis Communautaire, CESL, Acquis Principles and DCFR.

#### **Practical class № 4**

##### **Topic: Conclusion and content of contracts**

*Purpose:* Study of the conclusion and content of contracts.

##### **Questions for discussion:**

1. Conclusion of contract: overview, introduction, Acquis Communautaire, academic and legislative drafts.

2. Modes: offer and acceptance, conclusion without offer and acceptance, conclusion via distance means of communication.

3. Pre-contractual public statements: party to the contract, third parties. Unilateral promises: binding effect, protecting the offeror.

4. Liability under the Acquis Principles. Consequences of breach.

5. Inertia selling: principle, functions, requirements, legal effects. Defects in consent: an alternative concept for protecting against flawed decisions?

6. Defects in consent in the Acquis Communautaire, CESL.

7. Mistake and protection against unfair commercial practices.

#### **Practical class № 5**

##### **Topic: Right of withdrawal**

*Purpose:* Study of the overview, functions, legal nature of right of withdrawal.

##### **Questions for discussion:**

1. Emergence of a general part the right of withdrawal.

2. Main functions of the right of withdrawal: protection, creating confidence, scope.

3. Legal nature of the right of withdrawal.

#### **Practical class № 6**

##### **Topic: Exercise and effect of right of withdrawal**

*Purpose:* Study of the exercise and effect of right of withdrawal.

##### **Questions for discussion:**

1. Exercise of right of withdrawal: notice, dispatch principle, information on the right of withdrawal.

2. Effect of right of withdrawal: restitution, termination, obligations of the parties.

3. Effect of right of withdrawal in service contracts.

4. Effect of right of withdrawal in ancillary contracts.

#### **Content module 2**

##### **Practical class № 7**

##### **Topic: Unfair contract terms**

*Purpose:* Study of the unfair contract terms

##### **Questions for discussion:**

1. Unfair terms law as a core area of contract law.

2. Unfair terms Directive: structure, standard under the general clause, relationship to German law, approaches to further development.

3. Unfair terms in the Acquis Principles and DCFR.

4. Unfair terms in the CESL.

5. Comparative law foundations: development in German law, control of terms under the French system, English and Scandinavian Systems.

#### **Practical class № 8**

##### **Topic: General clause and the list of unfair terms**

*Purpose:* Study of the general clause and the list of unfair terms.

##### **Questions for discussion:**

1. General clause of unfair terms
2. List of unfair terms
3. Late payment Directive

#### **Practical class № 9**

##### **Topic: Unfair terms Directive as a compromise**

*Purpose:* Study of the unfair terms Directive as a compromise.

##### **Questions for discussion:**

1. The reform of legal regulation of unfair terms.
2. The exclusion of unfair terms from the Consumer Rights Directive.

#### **Practical class № 10**

##### **Topic: Performance obligations**

*Purpose:* Study of the forms of performance obligations, risk, features of long-term contracts.

##### **Questions for discussion:**

1. Performance obligations: Acquis Communautaire, proposed legislation (typical performance obligations, counter-performance, further areas of regulation under the CESL-D, emergence of a general conceptual basis).
2. Forms of performance: overview, place and type of performance, time.
3. Risk: basic features, consumer contracts, commercial contracts.
4. Features of long-term contracts: overview, types, Acquis Communautaire, supply of digital content, performance and non-performance, termination.

#### **Practical class № 11**

##### **Topic: Consequences of non-performance**

*Purpose:* Study of the non-performance, remedies for the injured party, withholding performance, termination, price reduction, restitution.

##### **Questions for discussion:**

1. Innovative approaches in the Acquis Communautaire: system, Acquis Communautaire, CESL, services.
2. Non-performance: overview, requirement in the Acquis Communautaire, types of non-performance in the Acquis Communautaire, requirement in the CESL, right to cure: Acquis Communautaire, DCFR, CESL.
3. Remedies for the injured party.
4. Performance: overview, requirements and exclusion, subsequent performance.
5. Withholding performance: overview, requirements, consequence.
6. Termination: overview, requirements, notice of termination, examination and notification duties, consequences.
7. Price reduction: overview, requirements and exclusion, consequences.
8. Damages and interest: overview, damages in the CESL, interest.
9. Restitution.

#### **Practical class № 12**

##### **Topic: Preclusion and prescription**

*Purpose:* Study of the preclusion and prescription in European contract law.

##### **Questions for discussion:**

1. Preclusion and prescription in Acquis Communautaire.
2. Preclusion and prescription in Proposal for Comprehensive European Rules.

## **6. STUDENT-SELF STUDY ON THE DISCIPLINE «EUROPEAN CONTRACT LAW»**

Student-self-study is the main way for students to learn educational material outside of classroom time without the participation of a teacher. The scope and content of independent work is determined by the work program and work plan within the established number of hours from the academic discipline, methodical instructions of the teacher. The student's independent work is provided by a system of educational and methodological tools: notes of the teacher's lectures, textbooks, educational and methodical guides, monographic literature and periodicals, as well as self-monitoring tools (tests, situational tasks). Students have the opportunity to study the educational material independently in the library, classrooms and computer classrooms using the Internet, as well as at home (when receiving the appropriate package of educational and methodological literature).

Student-self-study on the academic discipline "European contract law" is aimed at deepening the student's knowledge, teaching him to think original, non-standard, independently, creatively. For this purpose, various tasks are offered regarding the preparation of scientific work (essays, scientific articles, theses), annotations to scientific articles, and participation in scientific conferences. The v module can be credited upon confirmation by a relevant certificate of participation in the School of European Union Law, the School of European Contract Law.

### **Proposed variants**

1. EU law on certain aspects concerning contracts for the sale of goods (Directive (EU) 2019/771)
2. EU law on certain aspects concerning contracts for the supply of digital content and digital services (Directive (EU) 2019/770)
3. EU law on consumer rights (Directive 2011/83/EU)
4. EU law on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market ('Directive on electronic commerce') (Directive 2000/31/EC)
5. Preclusion and Prescription
6. Acquis Communautaire
7. Proposal for Comprehensive European Rules
8. Remedies for the injured party
9. Right to cure
10. Non-performance

## **7. TRAINING ON THE DISCIPLINE «EUROPEAN CONTRACT LAW»**

Training is the planned process of modifying (changing) the attitude, knowledge or behavioral skills of the learner, by acquiring learning experience in order to achieve effective performance in one type of activity or in a particular field. Training - a set of exercises for training in something. Training - a system for preparing the human body to adapt it to the increased demands and difficult conditions of work and life.

### **The order of the training**

**The introductory part** is conducted in order to familiarize students with the topic of the training session.

**The organizational part** is to create a working mood in a team of students, defining the rules for conducting a training session. Possibility of distributing material in the form of tables, forms of documents.

**The practical part** is realized by performing tasks in groups of students on certain issues of the topic of the training session.

**Summing up.** The results of the tasks performed in the groups are discussed. Exchange of views on the issues that were put on training sessions.

### The topic of the training

1. Evaluation of European contract law
2. Defects of consent and their usefulness in case of consumer contracts.
3. Goals and methods of approximation of European contract law.
4. Goods with digital content: European regulation

## 9.ASSESSMENT TOOLS AND METHODS OF DEMONSTRATION OF LEARNING RESULTS

In the process of studying the discipline «European contract law», assessment tools and methods of demonstrating learning results are used: current survey; credit module survey; abstracts, essays; presentations of the results of completed tasks and research. When studying the discipline «European contract law», the following teaching methods are used: lectures, practical classes, individual classes, performing scientific works under the guidance of a teacher.

## 10. CRITERIA, FORMS OF CURRENT AND FINAL CONTROL

The final score (on a 100-point scale) from the discipline «European contract law» is determined as a weighted average, depending on the specific weight of each credit component.

Module 1		Module 2		Module 3	Module 4
20 %	20 %	20 %	20 %	5 %	15 %
Current assessment	Modular control 1	Current assessment	Modular control 2	Training	Student-self-study
The grade is defined as the arithmetic average of the grades obtained during practical classes (from 1 to 6 classes). Each applicant must be evaluated at least once every two classes and receive at least three evaluations. Missing practical classes must be made up during consultation hours, otherwise they are considered a grade of "0" and are taken into account when determining the arithmetic average. For applicants who study according to an individual schedule, ongoing assessment is carried out during consultations and by completing tasks in the Moodle system.	The modular control is scheduled after half of the classes and covers 1 to 6 topics, and involves the completion of 20 test tasks and two cases.	The grade is defined as the arithmetic average of the grades obtained during practical classes (from 7 to 12 classes). Each applicant must be evaluated at least once every two classes and receive at least three evaluations. Absences of practical classes must be made up during consultation hours, otherwise they are considered a grade of "0" and are taken into account when determining the arithmetic average. For applicants	The modular control is planned after half of the classes and covers 7 to 12 topics, and involves the performance of 20 test tasks and two cases.	The grade is defined as the arithmetic mean of the grades obtained for the performance of the training tasks.	The grade is defined as the arithmetic mean of the grades obtained for the performance of various tasks related to the preparation of a scientific work (essay, scientific article, theses), annotation to a scientific article, participation in scientific conferences. The "Independent Work" module can be credited upon confirmation by a relevant certificate of participation in the School of European Union Law, the School of European Contract Law.

The current assessment is conducted through an oral survey, preparation of scientific reports, problem solving, testing through the Moodle system in practical classes.		who study according to an individual schedule, ongoing assessment is carried out during consultations and by completing tasks in the Moodle system. The current assessment is conducted through an oral survey, preparation of scientific reports, solving problems, testing through the Moodle system in practical classes.			
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The final score (on a 100-point scale) from the discipline «European contract law» is determined according to the rating scale:

**Rating scale:**

According to the scale of the University	On a national scale	According to the ECTS scale
90-100	excellent	A (excellent)
85-89	good	B (very good)
75-84		C (good)
65-74	satisfactory	D (satisfactory)
60-64		E (enough)
35-59	non-satisfactory	FX (non-satisfactory with possibility of repeated passing)
1-34		F (non-satisfactory with repeated course of lectures)

**11. TOOLS, EQUIPMENT AND SOFTWARE USED BY THE COURSE**

№	Name	Number of topics
1	Flipchart	1-12
2	Laptop	1-12
3	Projector	1-12
4	Package of presentation materials	1-12



## RECOMMENDED SOURCES

1. Arvind T.T., Steele J. Contract law and the legislature: autonomy, expectations, and the making of legal doctrine. Oxford etc.: Hart, 2020.
2. Basedow J. EU Private Law. Intersentia, 2021.
3. Catterwell R. A unified approach to contract interpretation. Oxford etc.: Hart, 2020.
4. Ebers M., Poncibò C., Zou M. Contracting and contract law in the age of artificial intelligence. Oxford etc: Hart, 2022.
5. European contract law and the creation of norms / Ed. By Stefan Grundmann, Mateusz Grochowski. Intersentia, 2021.
6. Gardiner C. Unfair contract terms in the digital age: the challenge of protecting European consumers in the online marketplace. Cheltenham, UK ; Northampton, Massachusetts : Edward Elgar Publishing, 2022.
7. Gardiner C. Unfair contract terms in the digital age: the challenge of protecting European consumers in the online marketplace. Cheltenham, UK ; Northampton, Massachusetts : Edward Elgar Publishing, 2022.
8. Garro A., Moreno R., José A. Use of the UNIDROIT principles to interpret and supplement domestic contract law. Cham: Springer, 2021.
9. Geert van Calster. European Private International law. Hart Publishing, 2021.
10. Grundmann S., Grochowski M. European contract law and the creation of norms. Cambridge; Antwerp; Chicago: Intersentia, 2021.
11. Hesselink M.W. Justifying Contract in Europe: Political Philosophies of European Contract Law. Oxford: Oxford University Press, 2021.
12. Hofmann O. Breach of contract: an economic analysis of the efficient breach scenario. Cham, Switzerland: Springer, 2021.
13. Kötz H., Mertens G., Weir T. European contract law. Oxford etc. : Oxford University Press. 2nd edition, 2020.
14. Mak V. Legal pluralism in European contract law. Oxford: Oxford University Press, 2020.
15. Noto La Diega G. Internet of things and the law: legal strategies for consumer-centric smart technologies. Abingdon U-K ; New York : Routledge, Taylor & Francis group, 2023.
16. Schulze R., Zoll F. European contract law. Baden-Baden München Oxford : Nomos C.H. Beck Hart Publishing, 2020.
17. Schwenzer I., Muñoz E. Global Sales and Contract Law. Oxford: Oxford University Press, 2022.
18. Seppälä Ch. The FIDIC Red Book Contract : An International Clause-By-Clause Commentary. Alphen aan den Rijn : Wolters Kluwer Law International, 2023.

## INFORMATION SOURCES

- a) The three most important sources for European contract law are:
- The EU Treaties, i.e. the Treaty on the European Union (TEU), Treaty on the Functioning of the European Union (TFEU) and the Charter of Fundamental Rights of the European Union (CFR);
  - EU regulations and, in particular, EU directives concerning contract law. EU legislation is published in the Official Journal of the European Union (OJ): legislation is contained in the ‘L series’; whereas information and notices can be found in the ‘C series’. The Official Journal can be accessed via the website <http://eur-lex.europa.eu>;

– Decisions of the General Court and of the Court of Justice of the European Union (CJEU). The decisions until 2011 are published in the European Court Reports (ECR). Citation of the source begins with the case reference number, the short title, the year, the ECR volume (since 1990) and the page number. The ECR volume number is indicated in roman numerals. Reports from 1 January 2012 are available in digital format only. All decisions from both European courts can be accessed via the websites <http://eur-lex.europa.eu> and <http://curia.europa.eu>. Decisions have a ‘European Case Law Identifier’ (ECLI): a uniform identification format for all Member States and the EU Courts. The ECLI comprises five mandatory elements: ECLI, a country code (EU for European Courts), a court code (C = Court of Justice, T = General Court), the year of the judgment, and a unique number for the individual case.

b) Further sets of rules that are not legally binding but are of considerable importance for European contract law include, inter alia, the Principles of European Contract Law (PECL), the Principes du Droit Européen du Contrat, the Principles of the Existing EC Contract Law (Acquis Principles), and the Draft Common Frame of Reference (DCFR).

### **Literature**

a) Journals on European contract and private law include:

- *Contratto e impresa/europa* (CIEU)
- *European Review of Contract Law* (ERCL)
- *European Review of Private Law* (ERPL)
- *European Union Private Law Review* (GPR)
- *Journal of European Consumer and Market Law* (EuCML)
- *Zeitschrift für europäisches Privatrecht* (ZEuP)