

Commentaries
on
European Contract Laws

Edited by

NILS JANSEN

REINHARD ZIMMERMANN

OXFORD
UNIVERSITY PRESS

Table of Contents

<i>Preface</i>	v
<i>Summary of Contents</i>	vi
<i>Contributors</i>	xxi
<i>European and International Sources of Law</i>	xxiii
<i>List of Abbreviations</i>	xxvii
<i>Principal Works Cited</i>	xxxv
<i>Table of Cases (Common Law and International Courts)</i>	xli
<i>Table of Historical Sources</i>	liii
<i>Table of National Legislation</i>	lxi
<i>Table of European Union Legislation</i>	xc
<i>Table of International Instruments</i>	ciii
GENERAL INTRODUCTION	1
European Contract Laws: Foundations, Commentaries, Synthesis (Nils Jansen and Reinhard Zimmermann)	1
CHAPTER 1: GENERAL PROVISIONS	19
SECTION 1: SCOPE OF THE PRINCIPLES	19
Introduction before Art 1:101 (Reinhard Zimmermann)	20
Art 1:101: Application of the Principles (Nils Jansen)	27
Art 1:102: Freedom of Contract (Eike Hosemann)	30
Art 1:103: Mandatory Law (Nils Jansen)	52
Art 1:104: Application to Questions of Consent (Nils Jansen)	53
Art 1:105: Usages and Practices (Helge Dedek)	54
Art 1:106: Interpretation and Supplementation (Oliver Unger)	64
(1) General Provision	64
(2) Issues not Expressly Settled	75
Art 1:107: Application of the Principles by Way of Analogy (Jan Peter Schmidt)	81
SECTION 2: GENERAL DUTIES	100
Art 1:201: Good Faith and Fair Dealing (Jan Peter Schmidt)	101
Art 1:202: Duty to Co-operate (Jan Peter Schmidt)	157
SECTION 3: TERMINOLOGY AND OTHER PROVISIONS	167
Art 1:301: Meaning of Terms (Nils Jansen)	167
Art 1:302: Reasonableness (Jan Peter Schmidt)	173

Table of Contents

Art 1:303: Notice (Jan Peter Schmidt)	179
Art 1:304: Computation of Time (Oliver Unger)	200
(1) Period of Time Fixed in a Document	200
(2) Official Holidays and Non-working Days	208
(3) Beginning and End of a Period of Time	214
Art 1:305: Imputed Knowledge and Intention (Lukas Rademacher)	222
CHAPTER 2: FORMATION OF CONTRACTS	230
SECTION 1: GENERAL PROVISIONS	231
Introduction before Art 2:101 (Gregor Christandl)	231
Art 2:101: Conditions for the Conclusion of a Contract (Gregor Christandl and Eike Hosemann)	236
(1) General	236
(2) Freedom of Form	249
Art 2:102: Intention (Gregor Christandl)	266
Art 2:103: Sufficient Agreement (Gregor Christandl)	268
Art 2:104: Terms not Individually Negotiated (Nils Jansen)	272
Art 2:105: Merger Clause (Gregor Christandl)	281
Art 2:106: Written Modification Only (Gregor Christandl)	285
Art 2:107: Promises Binding without Acceptance (Gregor Christandl)	289
SECTION 2: OFFER AND ACCEPTANCE	294
Art 2:201: Offer (Gregor Christandl)	294
Art 2:202: Revocation of an Offer (Gregor Christandl)	301
Art 2:203: Rejection (Gregor Christandl)	313
Art 2:204: Acceptance (Gregor Christandl)	316
Art 2:205: Time of Conclusion of the Contract (Gregor Christandl)	323
Art 2:206: Time Limit for Acceptance (Gregor Christandl)	328
Art 2:207: Late Acceptance (Gregor Christandl)	331
Art 2:208: Modified Acceptance (Gregor Christandl)	334
Art 2:209: Conflicting General Conditions (Gregor Christandl)	339
Art 2:210: Professional's Written Confirmation (Gregor Christandl)	343
Art 2:211: Contracts not Concluded through Offer and Acceptance (Gregor Christandl)	346
SECTION 3: LIABILITY FOR NEGOTIATIONS	348
Introduction before Art 2:301 (Ulrike Babusiaux)	348
Art 2:301: Negotiations Contrary to Good Faith (Ulrike Babusiaux)	359
Art 2:302: Breach of Confidentiality (Ulrike Babusiaux)	374

SECTION 4: PRE-CONTRACTUAL INFORMATION DUTIES	383
Introduction before Art 2:401 (David Kästle-Lamparter)	384
Art 2:401: Duty to Disclose Information (David Kästle-Lamparter)	411
Art 2:402: Information Requirements for Consumer Contracts Other than Distance or Off-premises Contracts (David Kästle-Lamparter)	420
Art 2:403: Information Requirements for Distance and Off-premises Consumer Contracts (David Kästle-Lamparter)	446
Art 2:404: Formal Requirements for Off-premises Consumer Contracts (David Kästle-Lamparter)	470
Art 2:405: Formal and Additional Requirements for Distance Consumer Contracts (David Kästle-Lamparter)	478
Art 2:406: Remedies for Breach of Pre-contractual Information Duties (David Kästle-Lamparter)	492
 SECTION 5: RIGHT OF WITHDRAWAL IN DISTANCE AND OFF-PREMISES CONTRACTS	 505
Introduction before Art 2:501 (Phillip Hellwege)	505
Art 2:501: Right of Withdrawal (Phillip Hellwege)	522
(1) General	522
(2) Expiry of Withdrawal Period	525
Appendix I: Performance during Withdrawal Period	530
Appendix II: Definitions	531
Art 2:502: Omission of Information on the Right of Withdrawal (Phillip Hellwege)	544
Art 2:503: Exercise of the Right of Withdrawal (Phillip Hellwege)	548
Art 2:504: Effects of Withdrawal (Phillip Hellwege)	553
Appendix: Obligations of the Trader in the Event of Withdrawal	556
Art 2:505: Effects of the Exercise of the Right of Withdrawal on Ancillary Contracts (Phillip Hellwege)	567
Appendix: Exceptions to the Right of Withdrawal	571
Art 2:506: Mandatory Nature (Phillip Hellwege)	586
 CHAPTER 3: AUTHORITY OF AGENTS	 587
SECTION 1: GENERAL PROVISIONS	587
Introduction before Art 3:101 (Lukas Rademacher)	587
Art 3:101: Scope of the Chapter (Lukas Rademacher)	595
Art 3:102: Categories of Representation (Lukas Rademacher)	600
SECTION 2: DIRECT REPRESENTATION	609
Art 3:201: Express, Implied and Apparent Authority (Lukas Rademacher)	609
Art 3:202: Agent Acting in Exercise of its Authority (Lukas Rademacher)	616

Table of Contents

Art 1:303: Notice (Jan Peter Schmidt)	179
Art 1:304: Computation of Time (Oliver Unger)	200
(1) Period of Time Fixed in a Document	200
(2) Official Holidays and Non-working Days	208
(3) Beginning and End of a Period of Time	214
Art 1:305: Imputed Knowledge and Intention (Lukas Rademacher)	222
CHAPTER 2: FORMATION OF CONTRACTS	230
SECTION 1: GENERAL PROVISIONS	231
Introduction before Art 2:101 (Gregor Christandl)	231
Art 2:101: Conditions for the Conclusion of a Contract (Gregor Christandl and Eike Hosemann)	236
(1) General	236
(2) Freedom of Form	249
Art 2:102: Intention (Gregor Christandl)	266
Art 2:103: Sufficient Agreement (Gregor Christandl)	268
Art 2:104: Terms not Individually Negotiated (Nils Jansen)	272
Art 2:105: Merger Clause (Gregor Christandl)	281
Art 2:106: Written Modification Only (Gregor Christandl)	285
Art 2:107: Promises Binding without Acceptance (Gregor Christandl)	289
SECTION 2: OFFER AND ACCEPTANCE	294
Art 2:201: Offer (Gregor Christandl)	294
Art 2:202: Revocation of an Offer (Gregor Christandl)	301
Art 2:203: Rejection (Gregor Christandl)	313
Art 2:204: Acceptance (Gregor Christandl)	316
Art 2:205: Time of Conclusion of the Contract (Gregor Christandl)	323
Art 2:206: Time Limit for Acceptance (Gregor Christandl)	328
Art 2:207: Late Acceptance (Gregor Christandl)	331
Art 2:208: Modified Acceptance (Gregor Christandl)	334
Art 2:209: Conflicting General Conditions (Gregor Christandl)	339
Art 2:210: Professional's Written Confirmation (Gregor Christandl)	343
Art 2:211: Contracts not Concluded through Offer and Acceptance (Gregor Christandl)	346
SECTION 3: LIABILITY FOR NEGOTIATIONS	348
Introduction before Art 2:301 (Ulrike Babusiaux)	348
Art 2:301: Negotiations Contrary to Good Faith (Ulrike Babusiaux)	359
Art 2:302: Breach of Confidentiality (Ulrike Babusiaux)	374

SECTION 4: PRE-CONTRACTUAL INFORMATION DUTIES	383
Introduction before Art 2:401 (David Kästle-Lamarter)	384
Art 2:401: Duty to Disclose Information (David Kästle-Lamarter)	411
Art 2:402: Information Requirements for Consumer Contracts Other than Distance or Off-premises Contracts (David Kästle-Lamarter)	420
Art 2:403: Information Requirements for Distance and Off-premises Consumer Contracts (David Kästle-Lamarter)	446
Art 2:404: Formal Requirements for Off-premises Consumer Contracts (David Kästle-Lamarter)	470
Art 2:405: Formal and Additional Requirements for Distance Consumer Contracts (David Kästle-Lamarter)	478
Art 2:406: Remedies for Breach of Pre-contractual Information Duties (David Kästle-Lamarter)	492
SECTION 5: RIGHT OF WITHDRAWAL IN DISTANCE AND OFF-PREMISES CONTRACTS	505
Introduction before Art 2:501 (Phillip Hellwege)	505
Art 2:501: Right of Withdrawal (Phillip Hellwege)	522
(1) General	522
(2) Expiry of Withdrawal Period	525
Appendix I: Performance during Withdrawal Period	530
Appendix II: Definitions	531
Art 2:502: Omission of Information on the Right of Withdrawal (Phillip Hellwege)	544
Art 2:503: Exercise of the Right of Withdrawal (Phillip Hellwege)	548
Art 2:504: Effects of Withdrawal (Phillip Hellwege)	553
Appendix: Obligations of the Trader in the Event of Withdrawal	556
Art 2:505: Effects of the Exercise of the Right of Withdrawal on Ancillary Contracts (Phillip Hellwege)	567
Appendix: Exceptions to the Right of Withdrawal	571
Art 2:506: Mandatory Nature (Phillip Hellwege)	586
CHAPTER 3: AUTHORITY OF AGENTS	587
SECTION 1: GENERAL PROVISIONS	587
Introduction before Art 3:101 (Lukas Rademacher)	587
Art 3:101: Scope of the Chapter (Lukas Rademacher)	595
Art 3:102: Categories of Representation (Lukas Rademacher)	600
SECTION 2: DIRECT REPRESENTATION	609
Art 3:201: Express, Implied and Apparent Authority (Lukas Rademacher)	609
Art 3:202: Agent Acting in Exercise of its Authority (Lukas Rademacher)	616

Art 3:203: Unidentified Principal (Lukas Rademacher)	617
Art 3:204: Agent Acting without or outside its Authority (Lukas Rademacher)	618
Art 3:205: Conflict of Interest (Lukas Rademacher)	621
Art 3:206: Subagency (Lukas Rademacher)	626
Art 3:207: Ratification by Principal (Lukas Rademacher)	628
Art 3:208: Third Party's Right with Respect to Confirmation of Authority (Lukas Rademacher)	631
Art 3:209: Duration of Authority (Lukas Rademacher)	633
SECTION 3: INDIRECT REPRESENTATION	637
Art 3:301: Intermediaries not Acting in the Name of a Principal (Lukas Rademacher)	637
Art 3:302: Intermediary's Insolvency or Fundamental Non-performance to Principal (Lukas Rademacher)	638
Art 3:303: Intermediary's Insolvency or Fundamental Non-performance to Third Party (Lukas Rademacher)	645
Art 3:304: Requirement of Notice (Lukas Rademacher)	648
CHAPTER 4: VALIDITY	649
Introduction before Art 4:101 (Sebastian Lohsse)	649
Art 4:101: Matters not Covered (Sebastian Lohsse)	652
Art 4:102: Initial Impossibility (Sebastian Lohsse)	653
Art 4:103: Fundamental Mistake as to Facts or Law (Sebastian Lohsse)	657
Art 4:104: Inaccuracy in Communication (Sebastian Lohsse)	674
Art 4:105: Adaptation of Contract (Sebastian Lohsse)	681
Art 4:106: Incorrect Information (Sebastian Lohsse)	685
Art 4:107: Fraud (Sebastian Lohsse)	689
Art 4:108: Threats (Sebastian Lohsse)	695
Art 4:109: Excessive Benefit or Unfair Advantage (Sebastian Lohsse)	701
Art 4:110: Unfair Terms not Individually Negotiated (Nils Jansen)	707
Art 4:111: Third Persons (Sebastian Lohsse)	708
Art 4:112: Notice of Avoidance (Sebastian Lohsse)	714
Art 4:113: Time Limits (Sebastian Lohsse)	717
Art 4:114: Confirmation (Sebastian Lohsse)	720
Art 4:115: Effect of Avoidance (Phillip Hellwege)	724
Art 4:116: Partial Avoidance (Sebastian Lohsse)	726
Art 4:117: Damages (Sebastian Lohsse)	730
Art 4:118: Exclusion or Restriction of Remedies (Sebastian Lohsse)	734
Art 4:119: Remedies for Non-performance (Sebastian Lohsse)	737

CHAPTER 5: INTERPRETATION	740
Introduction before Art 5:101 (Stefan Vogenauer)	740
Art 5:101: General Rules of Interpretation (Stefan Vogenauer)	754
Art 5:102: Relevant Circumstances (Stefan Vogenauer)	765
Art 5:103: <i>Contra Proferentem</i> Rule (Stefan Vogenauer)	772
Art 5:104: Preference to Negotiated Terms (Stefan Vogenauer)	775
Art 5:105: Reference to Contract as a Whole (Stefan Vogenauer)	777
Art 5:106: Terms to Be Given Effect (Stefan Vogenauer)	781
Art 5:107: Linguistic Discrepancies (Stefan Vogenauer)	784
CHAPTER 6: CONTENTS AND EFFECTS	786
SECTION 1: CONTENTS AND EFFECTS IN GENERAL	786
Introduction before Art 6:101 (Helge Dedek)	787
Art 6:101: Statements Giving Rise to Contractual Obligations (Helge Dedek)	791
Art 6:102: Implied Terms (Helge Dedek)	801
Art 6:103: Simulation (Helge Dedek)	814
Art 6:104: Determination of Price (Helge Dedek)	820
Art 6:105: Unilateral Determination by a Party (Helge Dedek)	832
Art 6:106: Determination by a Third Person (Helge Dedek)	840
Art 6:107: Reference to a Non-existent Factor (Helge Dedek)	851
Art 6:108: Quality of Performance (Helge Dedek)	853
Art 6:109: Contract for an Indefinite Period (Helge Dedek)	859
Art 6:110: Stipulation in Favour of a Third Party (Stefan Vogenauer)	866
Art 6:111: Change of Circumstances (Thomas R�fner)	899
Art 6:112: Right to Terminate for Compelling Reason (Walter Doralt)	912
SECTION 2: UNFAIR CONTRACT TERMS	919
Introduction before Art 6:201 (Nils Jansen)	920
Art 6:201: Unfairness of Terms (Nils Jansen)	933
Art 6:202: Indicative List of Unfair Terms (Nils Jansen)	949
Art 6:203: Terms not Individually Negotiated (Nils Jansen)	964
Art 6:204: Effects of Unfair Contract Terms (Nils Jansen)	971
Art 6:205: Exclusions from Unfairness Test (Nils Jansen)	978
Art 6:206: Transparency of Terms (Nils Jansen)	985
Art 6:207: Mandatory Nature (Nils Jansen)	994
CHAPTER 7: PERFORMANCE	995
Introduction before Art 7:101 (Sebastian Martens)	995
Art 7:101: Place of Performance (Sebastian Martens)	1006
Art 7:102: Time of Performance (Sebastian Martens)	1014

Art 7:102-1: Time of Performance in Consumer Contracts	
(Sebastian Martens)	1019
Art 7:103: Early Performance (Sebastian Martens)	1022
Art 7:104: Order of Performance (Sebastian Martens)	1025
Art 7:105: Alternative Performance (Sebastian Martens)	1029
Art 7:106: Performance by a Third Person (Sebastian Martens and Constantin Willems)	1033
Art 7:107: Form of Payment (Sebastian Martens)	1041
Art 7:108: Currency of Payment (Sebastian Martens)	1046
Art 7:109: Appropriation of Performance (Sebastian Martens)	1052
Art 7:110: Property not Accepted (Sebastian Martens)	1060
Art 7:111: Money not Accepted (Sebastian Martens)	1068
Art 7:112: Costs of Performance (Sebastian Martens)	1071
CHAPTER 8: NON-PERFORMANCE AND REMEDIES IN GENERAL	1074
Introduction before Art 8:101 (Jens Kleinschmidt)	1075
Art 8:101: Remedies Available (Jens Kleinschmidt)	1088
Art 8:102: Cumulation of Remedies (Jens Kleinschmidt)	1099
Art 8:103: Fundamental Non-performance (Thomas R�fner)	1110
Art 8:104: Cure by Non-performing Party (Jens Kleinschmidt)	1121
Art 8:105: Assurance of Performance (Sebastian Martens)	1144
Art 8:106: Notice Fixing Additional Period for Performance (Jens Kleinschmidt)	1153
Art 8:107: Performance Entrusted to Another (Sebastian Martens and Constantin Willems)	1160
Art 8:108: Excuse Due to an Impediment (Thomas R�fner)	1164
Art 8:109: Clause Excluding or Restricting Remedies (Sebastian Martens)	1178
CHAPTER 9: PARTICULAR REMEDIES FOR NON-PERFORMANCE	1185
SECTION 1: RIGHT TO PERFORMANCE	1185
Introduction before Art 9:101 (Jens Kleinschmidt)	1186
Art 9:101: Monetary Obligations (Jens Kleinschmidt)	1189
Art 9:102: Non-monetary Obligations (Jens Kleinschmidt)	1203
(1) Principle	1203
Appendix: Modalities of the Buyer’s Remedy of Cure in Consumer Sales	1232
(2) and (3) Limitations	1240
Art 9:103: Damages not Precluded (Jens Kleinschmidt)	1273
SECTION 2: WITHHOLDING PERFORMANCE	1276
Art 9:201: Right to Withhold Performance (Kristin Boosfeld)	1276

SECTION 3: TERMINATION OF THE CONTRACT	1285
SUBSECTION 1: GENERAL REQUIREMENTS	1285
Introduction before Art 9:301 (Jens Kleinschmidt)	1285
Art 9:301: Right to Terminate the Contract (Jens Kleinschmidt)	1292
Art 9:302: Contract to Be Performed in Parts (Jens Kleinschmidt)	1327
Art 9:303: Notice of Termination (Jens Kleinschmidt)	1340
Art 9:304: Anticipatory Non-performance (Jens Kleinschmidt)	1358
SUBSECTION 2: EFFECTS OF TERMINATION AND RESTITUTION	1367
Introduction before Art 9:305 (Phillip Hellwege)	1367
Art 9:305: Effects of Termination in General (Phillip Hellwege)	1384
Art 9:306: Restitution (Phillip Hellwege)	1391
Appendix I: Benefit and Expenses	1417
Appendix II: Refining the Rules	1421
SECTION 4: PRICE REDUCTION	1422
Art 9:401: Right to Reduce Price (Kristin Boosfeld)	1422
SECTION 5: DAMAGES AND INTEREST	1432
Introduction before Art 9:501 (Reinhard Zimmermann)	1433
Art 9:501: Right to Damages (Reinhard Zimmermann)	1435
(1) General	1435
(2) Non-pecuniary and Future Loss	1447
Art 9:502: General Measure of Damages (Reinhard Zimmermann)	1455
Art 9:503: Foreseeability (Reinhard Zimmermann)	1467
Art 9:504: Loss Attributable to Aggrieved Party (Reinhard Zimmermann)	1475
Art 9:505: Reduction of Loss (Reinhard Zimmermann)	1476
Art 9:506: Substitute Transaction (Reinhard Zimmermann)	1488
Art 9:507: Current Price (Reinhard Zimmermann)	1492
Art 9:508: Delay in Payment of Money (Reinhard Zimmermann)	1498
Art 9:508-1: Interest when the Non-performing Party is a Consumer (Reinhard Zimmermann)	1508
Art 9:508-2: Delayed Payment of a Price by a Business (Reinhard Zimmermann)	1512
(1) Conditions	1512
(2) Accrual	1517
(3) Acceptance or Examination Procedure	1519
(4) Maximum Period	1521
(5) Interest Rates	1522
(6) Further Loss	1525
(7) Recovery Costs	1526

Art 9:508-3: Unfair Contract Terms Relating to Interest for Late Payment (Reinhard Zimmermann)	1528
Art 9:508-4: Capitalisation of Interest (Reinhard Zimmermann)	1532
Appendix to Art 9:508: Refining the Rules (Reinhard Zimmermann)	1536
Art 9:509: Agreed Payment for Non-performance (Reinhard Zimmermann)	1539
Art 9:510: Currency by which Damages to Be Measured (Reinhard Zimmermann)	1555
CHAPTER 10: PLURALITY OF PARTIES	1557
SECTION 1: PLURALITY OF DEBTORS	1557
Introduction before Art 10:101 (Sonja Meier)	1557
Art 10:101: Solidary, Separate and Communal Obligations (Sonja Meier)	1564
Art 10:102: When Solidary Obligations Arise (Sonja Meier)	1571
Art 10:103: Liability under Separate Obligations (Sonja Meier)	1575
Art 10:104: Communal Obligations: Special Rule when Money Claimed for Non-performance (Sonja Meier)	1576
Art 10:105: Apportionment Between Solidary Debtors (Sonja Meier)	1577
Art 10:106: Recourse Between Solidary Debtors (Sonja Meier)	1580
Art 10:107: Performance, Set-off and Merger in Solidary Obligations (Sonja Meier)	1586
Art 10:108: Release or Settlement in Solidary Obligations (Sonja Meier)	1588
Art 10:109: Effect of Judgment in Solidary Obligations (Sonja Meier)	1593
Art 10:110: Prescription in Solidary Obligations (Sonja Meier)	1596
Art 10:111: Opposability of Other Defences in Solidary Obligations (Sonja Meier)	1599
SECTION 2: PLURALITY OF CREDITORS	1603
Introduction before Art 10:201 (Sonja Meier)	1603
Art 10:201: Solidary, Separate and Communal Claims (Sonja Meier)	1607
Art 10:202: Apportionment of Separate Claims (Sonja Meier)	1613
Art 10:203: Difficulties of Executing a Communal Claim (Sonja Meier)	1614
Art 10:204: Apportionment of Solidary Claims (Sonja Meier)	1616
Art 10:205: Regime of Solidary Claims (Sonja Meier)	1618
CHAPTER 11: ASSIGNMENT OF CLAIMS	1626
SECTION 1: GENERAL PRINCIPLES	1627
Introduction before Art 11:101 (Nils Jansen)	1627
Art 11:101: Scope of Chapter (Nils Jansen)	1640
Art 11:102: Contractual Claims Generally Assignable (Nils Jansen)	1649

Art 11:103: Partial Assignment (Nils Jansen)	1657
Art 11:104: Form of Assignment (Nils Jansen)	1662
SECTION 2: EFFECTS OF ASSIGNMENT AS BETWEEN ASSIGNOR AND ASSIGNEE	1665
Art 11:201: Rights Transferred to Assignee (Nils Jansen)	1665
Art 11:202: When Assignment Takes Effect (Nils Jansen)	1669
Art 11:203: Preservation of Assignee's Rights Against Assignor (Nils Jansen)	1670
Art 11:204: Undertakings by Assignor (Nils Jansen)	1674
SECTION 3: EFFECTS OF ASSIGNMENT AS BETWEEN ASSIGNEE AND DEBTOR	1679
Art 11:301: Contractual Prohibition of Assignment (Nils Jansen)	1679
Art 11:302: Other Ineffective Assignments (Nils Jansen)	1689
Art 11:303: Effect on Debtor's Obligation (Nils Jansen)	1693
Art 11:304: Protection of Debtor (Nils Jansen)	1707
Art 11:305: Competing Demands (Nils Jansen)	1708
Art 11:306: Place of Performance (Nils Jansen)	1713
Art 11:307: Defences and Rights of Set-off (Nils Jansen)	1718
Art 11:308: Unauthorised Modification not Binding on Assignee (Nils Jansen)	1723
SECTION 4: ORDER OF PRIORITY BETWEEN ASSIGNEE AND COMPETING CLAIMANTS	1725
Art 11:401: Priorities (Nils Jansen)	1725
CHAPTER 12: SUBSTITUTION OF NEW DEBTOR; TRANSFER OF CONTRACT	1728
SECTION 1: SUBSTITUTION OF NEW DEBTOR	1728
Introduction before Art 12:101 (Sarah Woyciechowski)	1728
Art 12:101: Substitution: General Rules (Sarah Woyciechowski)	1735
Art 12:102: Effects of Substitution on Defences and Securities (Sarah Woyciechowski)	1744
SECTION 2: TRANSFER OF CONTRACT	1750
Art 12:201: Transfer of Contract (Sarah Woyciechowski)	1750
CHAPTER 13: SET-OFF	1756
Introduction before Art 13:101 (Andreas Martin Fleckner)	1756
Art 13:101: Requirements for Set-off (Andreas Martin Fleckner)	1777
Art 13:102: Unascertained Claims (Andreas Martin Fleckner)	1793
Art 13:103: Foreign Currency Set-off (Andreas Martin Fleckner)	1797

SECTION 3: PASSING OF RISK	2022
Art 18:301: Effect of Passing of Risk (Thomas Rűfner)	2022
Art 18:302: Identification of Goods to Contract (Thomas Rűfner)	2030
Art 18:303: Time when Risk Passes (Thomas Rűfner)	2036
Art 18:304: Goods Placed at Buyer's Disposal (Thomas Rűfner)	2049
Art 18:305: Carriage of the Goods (Thomas Rűfner)	2053
Art 18:306: Goods Sold in Transit (Thomas Rűfner)	2060
Art 18:307: Passing of Risk in a Consumer Sales Contract (Thomas Rűfner)	2065
CHAPTER 19: OBLIGATIONS OF THE PARTIES TO A (RELATED) SERVICE CONTRACT	2073
SECTION 1: SCOPE OF CHAPTER	2073
Introduction before Art 19:101 (Constantin Willems)	2073
Art 19:101: Scope of Chapter (Constantin Willems)	2075
SECTION 2: OBLIGATIONS OF THE SERVICE PROVIDER	2088
Art 19:201: Obligation to Achieve Result and Obligation of Care and Skill (Constantin Willems)	2088
Art 19:202: Obligation to Prevent Damage (Constantin Willems)	2095
Art 19:203: Obligation to Provide Invoice (Constantin Willems)	2100
Art 19:204: Obligation to Warn of Unexpected or Uneconomic Cost (Constantin Willems)	2103
SECTION 3: OBLIGATIONS OF THE CUSTOMER	2109
Art 19:301: Payment of the Price (Constantin Willems)	2109
Art 19:302: Duty to Co-operate (Constantin Willems)	2116
<i>Index</i>	2121