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STANDARD CONTRACTS AND THEIR IMPLEMENTATION IN TODAY'S LEGISLATION

Faton SHABANI[1*], Valdete MURATI[1]

[1] *Department of Civil Law, Faculty of Law, University of Tetovo*
[*] *Corresponding author e-mail: faton.shabani@unite.edu.mk*

Abstract

The research of this scientific paper is the applicability of standard contracts in the wide spectrum of economic-commercial and legal-international law, considering comparisons in the legislation of the Republic of North Macedonia in relation to some of the most influential legislation globally. The standard contracts are among the most common and controversial as these contracts require more specific training compared to traditional contracts. These contracts have gone beyond the traditional principles of classic contracts, which are in fact based on the fundamental concepts of equality of bargaining power and the autonomy of will of the parties. As such, standard contracts are rightly considered sui generis contracts, or modern complex contracts without names, pre-drafted or pre-formulated with rights and their obligations, which are also listed for tax purposes, and the conditions for accepting or rejecting these contracts. Moreover, these contracts being drafted by one party put the other party in position to accept them or not, which means that no significant changes can be made by the latter. The parties that have the privilege of drafting these contracts are those parties who impose their will on the other party, while the other party has little or no ability to negotiate more favourable terms, and therefore through a "take or leave "position is decided. The research is essentially two-dimensional: it addresses the theoretical and legal aspects of standard contracts. In this regard, through the empirical, normative, comparative method, analysis and synthesis, the authors provide an overview of the country they occupy and the legal regulation that standard contracts are made by Macedonian, German, Austrian, English and French law.

Keywords: standard contracts, pre-drafted, legal aspects, comparisons.

1. General overview

Standard contracts are the type of contracts that are more present in our daily lives, we encounter them more often than we can imagine. Almost everyone encounters standard contracts who sell their daily benefits or goods such as who buys a ticket for a bus or train or for a ship or a ticket for an airport flight, who opens a bank account or gets a security officer, or who buys a car or gets a laundry service or a shirt cleaning, or a service from Internet provider company, or a home renovation, or mark it, or promise it in a mortgage, etc. All these economic acts or legal contractual relationships are made possible by standard contracts. David Slawson said many years ago that 99% of the creation, execution and performance of contracts in the broader market, be it in the business or ordinary customer space, consist of standard contracts. For this reason, general research into the origin, implementation and content of these comparative law contracts is required[1].
Historically these contracts were introduced in the seventeenth century, but they became popular, and their use began to decline during the twentieth century. The development of these contracts has posed major problems in legal doctrine, as these contracts have bypassed

[1] W. David Slawson, Standard Form Contracts and Democratic Control of Lawmaking Power, *Harvard Law Review*, Vol. 84, No. 3, 1971, 529-566, 529.

the nineteenth-century classical theory that prevailed over the contract. This for the fact that in these types of contracts, not all contractual terms are negotiated, but most of them are made long before the legal relationship takes place, they are often drafted by only one party.
The traditional classical idea that contractual obligations are based on an agreement between the parties imposing them should be viewed in relation to their intentions and the principle of freedom of contract, the prevailing view being that persons with powers of attorney should generally be permitted to do so. Some contracts are based on the principle of the autonomy of will of the parties, while legal interventions can only take place for very specific reasons, such as incorrect interpretation of the contract, the effect of unjust enrichment (illegalness) or the illegality of the subject and form of the contract[2]. But this attitude was no longer enough, with the development of these contracts, as these contracts are not based on the principle of freedom of contract or the principle of the autonomy of the will of the parties, but are pre-contracts often drafted only by one party that is more stronger than the other side, this phenomenon for the doctrine of justice brings a new innovation not previously consumed with its benefits and difficulties.
These contracts differ from the classic ones in terms of their negotiation and drafting, where the negotiating party is almost always superior, which imposes its vulgarity on the other party. While the other party cannot make a drastic change to the contractual terms or choose additional options but is in a strict position: "Take it or leave it". Thus, these contracts are distinguished by the economic superiority of the party which dictates the terms of the contract over the party which adheres to the contract. Undoubtedly, the inequality of the parties in economic terms exists in these contracts and it is obvious. The contracting party who pre-sets the terms of the contract is most often a strong organization with great economic potential, while the party who accepts those terms is usually an individual or entity who in relation to the other party has modest economic power[3].
These contracts, although they violate the principle of autonomy of the will of the parties as an essential condition of a legal agreement, are still very widespread and are approved daily by consumers and businesses. These types of contracts have become very important for the circulation of goods and services in the national and international market. The functioning of the market cannot be thought of without these types of contracts. There are many contractual benefits to using this form contracts, as using them saves time and financial resources, such as contracts in the field of insurance, freight, banking can also be a very successful means of delivery of contractual risks (they can be used to determine in advance who will bear the cost of insurance against these risks), more concrete in these areas if no formal contract is used their day-to-day work will be infinitely complicated, if all the conditions of each the contracts they enter into would have to be newly regulated for each point of the agreement, in these respects formal contracts are convenient in their use[4].
Thus, the negotiations will probably take place before the conclusion of the contract for the concession, for the investment of capital, for the construction, while in the formal contracts, those of the accession, the negotiations do not come to the fore[5]. A standard contract leaves no room for negotiation between the parties and speeds up the bidding process of a bid by reducing costs and encouraging future trade. As standard contracts are being used more regularly, industry familiarity and trust in these terms is growing. As a result, these contracts are not preceded by any negotiations, but only the procedure of unilateral editing of contractual clauses. Consistency in these contracts reduces the number of "unforeseen

[2] Sir Guenter Treitel, *The Law of Contract*, 11th Edition, London: Thomas Sweet&Maxwell, 2003, 2.
[3] Slobodan K. Perović, *Obligaciono pravo (Knjiga prva)* (peto izdanje), Beograd: Službeni list, 1981, 217-218.
[4] Sir Guenter Treitel, op. cit., 215-217.
[5] Vilim Gorenc et al., *Komentar zakona o obveznim odnosima*, Zagreb: Narodne Novine, 2014, 374.

anomalies" as they are prevented from making changes to the contract[6]. The offer that one party makes to the other party, in this case contains all the terms of the contract, including detailed issues, is understood except those for which by the nature of things the parties must agree, such as: quantity, number, volume, weight and quality[7].

Many standard contracts are based on the principle of balanced risk allocation, explicitly expressed as "balanced" or "fair" or "efficient" risk allocation. Many authors suggest that adhering to the principle of balanced risk allocation enhances the prospect of successful contracts, encouraging contractual performance that minimizes negative outcomes and thus reduces disagreement[8].

The dilemma of the problem arises here, since the national and international market can no longer be imagined without these types of contracts, then these contracts must be kept under control and regulated by laws, special laws, drafts, conventions, to prevent monopolization of and protect consumers and small businesses from the unfair terms of these contracts, where in most cases they cannot do without these types of contracts.

In various international legislations, standard contracts have received special attention, which are regulated by special acts and not only by civil codes. These contracts are also regulated by international organizations and international provisions such as: International Chamber of Commerce (ICC),[9] Treaty establishing the European Economic Community (EEC) (1992),[10] Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts,[11] Unfair Contract Terms Act (1977),[12] Unfair Terms in Consumer Contracts Regulations (1994),[13] Unfair Contract Terms Regulations (1999),[14] etc.

2. Drafting standard contracts in comparative legislations

The general principle of the modern system of contracts is that of freedom of form, which contradicts the formalization that has characterized the contract in the eras before and after modern codifications. Generally, contracts may result from express statements or may be tacit contracts, in turn expressed contracts may be oral contracts or written contracts. But the question arises: What is the form of a contract or agreement? The shortest answer would be that in this way the parties express their consent to their advantages for the conclusion of the contract.

The form of the contract is the external form of manifestation of the consent of the wills of the parties, which as a legal fact leads to the occurrence of an agreement. For the contract to be valid and to produce legal effects, it is sufficient for the will of the parties to be manifested, whatever the manner or form of this performance. The will of the parties is the basic precondition for concluding a contract, without the consent of the parties there can be

[6] "Benefits of Standard Form Contracting." LawTeacher. LawTeacher.net, November 2013. https://www.lawteacher.net/free-law-essays/contract-law/benefits-of-standard-form-contracting-contract-law-essay.php?vref=1 [last accessed on 18.04.2022].

[7] Slobodan K. Perović, op. cit., 217.

[8] Donald Charrett, The Application of Contracts in Engineering and Construction Projects, New York, Informa Law from Routledge, 2018, chapter 11.

[9] *International Chamber of Commerce*, https://iccwbo.org [last accessed on 26.05.2022].

[10] *Treaty establishing the European Community* (1992), OJ C 224, 31.8.1992, https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A11992E%2FTXT [last accessed on 26.05.2022].

[11] *Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts*, OJ L 95, 21.4.1993, https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A31993L0013 [last accessed on 26.05.2022].

[12] *Unfair Contract Terms Act* (1977), https://www.legislation.gov.uk/ukpga/1977 [last accessed on 26.05.2022].

[13] *Unfair Terms in Consumer Contracts Regulations* (1994), No. 3159, https://www.legislation.gov.Uk/uksi/1994/3159/made [last accessed on 26.05.2022].

[14] *The Unfair Terms in Consumer Contracts Regulations* (1999), No. 2083, https://www.legislation.gov.uk/uksi/1999/2083/made [last accessed on 26.05.2022].

no contract. When a form is provided by law (legal form) for a certain contract, the parties according to the rule, are not allowed to enter such a contract in the absence of the prescribed form. In the case of a contract for which the law does not provide for any form, the parties are allowed to be able to agree on the fulfilment of a certain form, as an essential condition for the conclusion of the contract (contractual form). In such a case, the contract is also formal. Form, so in these contracts does not take the role of proof, although at first glance it may seem so.

In the area of contracts, the most common dilemma is whether the contract can be concluded in full force in oral form or in written form is necessary. For this there are differences in different legislations. The difference also exists on the issue of changing and supplementing the contract. The main connecting point with which the competent right is defined in terms of form, remains locus rigid actum (lex loci actus) - the country leads the action. This rule stipulates that the form must be evaluated based on the place where the contract was concluded[15].

The manifestation of the form and the drafting of the contract, as we said above, is a basic precondition for the existence of a contract in which the parties must agree on the elements of the agreement which, whether according to the imperative norms or their will, are considered important elements of contract. For that consent to become apparent and generally to become relevant to the appearance of the contractual agreement, the parties must express or declare that will. According to Article 20 paragraph 1 of the Law on Obligations of the Republic of North Macedonia,[16] the will to enter a contract can be expressed in words, signs or other behaviours from which its existence can be concluded with certainty. While regarding the form of the contract based on this law, it supports the informal contractually based on the principle of consulate, this lies in the content of Article 59 paragraph 1 explicitly states: "The contract can be concluded in any form, except unless otherwise provided by law". However, this principle of contractual informality should not be taken in the absolute sense, but should be seen as a relatively limited principle, even in frameworks in which the parties freely regulate their relationship and the form in which they will express their consent. must be in accordance with Article 3 of the Law, which stipulates that the parties must regulate their relations within the limits set by the Constitution, the Law and good customs. Furthermore, the general terms of the contract as contractual provisions drawn up for the largest number of contracts that one contracting party (the compiler), before or at the time of entering the contract, proposes to the other party, are contained mainly in formal contracts[17].

German law provides that in all cases in which a special form for the conclusion of the contract is required, the contract must be signed by the issuer, his hand or his notarized initials. While the contracting parties are free to choose the internal content of the contract, they can draft one or choose one themselves, they do not have to choose a form of contract that is regulated by law[18]. Under German law, the written form may be replaced by an electronic form, except in cases where the concrete law provides otherwise[19]. So the real form of the contract is considered only the agreement between the parties concluded in accordance

[15] Tibor Varadi et al *Međunarodno privatno parvo,* Trinaesto izdanje, Beograd: Pravni fakultet Univerziteta Beograda, 2010, 397.

[16] *Law on Obligations*, Official Gazette of the Republic of North Macedonia, No. 18/2001. Amended by the Law amending the Law on Obligations, Official Gazette of the Republic of North Macedonia, No. 4/2002, 5/2003, 84/2008, 81/2009, 161/2009. Decision of the Constitutional Court of Republic of North Macedonia, No. 121/2001, 78/2001, 67/2002, 59/2002.

[17] Article 130 paragraph 1 of the Law on Obligations.

[18] Wolfgang Kallwass, Peter Abels, *Privatrecht*, München: Vahlen Franz, 2015, 37-40.

[19] German Civil Code *(Bürgerliches Gesetzbuch - BGB)*, 1896, in the version promulgated on 2 January 2002, https://www.gesetze-im-internet.de/englisch_bgb/[last accessed on 22.05.2022], section 126 part of the section on general obligations, which deals with the written form of contract.

with the imperative rules and designed with dispositive norms by the contracting parties.
In French law the principle of consensual is acceptable, which follows that a single exchange of consents is sufficient to characterize the existence of the contract. The principle of consensual means that except in the case of a pronounced conclusion, a contract is formed only by exchange of consent (solo consensus) without any special form that is necessary. In particular, the processing of a written document is a fortress, the signing of a document is not one of the conditions for the formation of the contract, such formalities are necessary for proving the contract, ad probationem, but not ad validitatem, for the importance of that contract, unless a concrete text requires it[20].
English law historically, has a similar attitude in terms of form. The Statute of Fraud 1677 requires that certain categories of contracts be evidenced in writing, but most of its provisions were repealed in 1954[21]. However, in some cases, the law does not impose a formal requirement and requires only one between the two parties. In other words, the contract does not have to be made in writing, or signed, and how to use the special word form. A purely verbal exchange may result in a binding contract.[22]
In practice, the formulation of the contract is not instantaneous, but is a process in the framework of which the parties gradually agree and accept the contractual rights and obligations. German law has a word for the description of this contract formation gradually, it is about the term "Punktation" which means that the parties expose their media in stages, agree on each point in turn, discuss the clauses one of one, which focuses on the confrontation between supply and acceptance and gives supreme value during contract formation. This means of contract formation relies on the autonomy of the will of the parties, so that the parties can freely choose the form, content and contractual rights and obligations without prejudice to the other party, but on the other hand the prolongation of negotiations hinders the free movement of goods and services in the international market, therefore the use of standard contract types is increasing.
Standard contracts are a new category of modern contracts that have revived contractual formalization. The use of these contracts enables the development and control of trade relations and ensures the circulation of goods and services, as these contracts are fast, as they eliminate the negotiating time, so they are not negotiable, the rights and obligations are known in advance, have a written form and are safe. These contracts are a mix of solemn and consensual forms with which they have their similarities and differences. The standard contract has a solemn form as they have an essential form and a constructive element of the contract is the written form, but the formal contract does not require the realization of a manifesto, more precisely by the specific procedure of a ceremony, but these contracts are drafted by only one party, the other party expresses their voluntary manifestation only by accepting the contract with those conditions that are defined in advance. The standard contract has a solo consensus form as it can be concluded simply based on the will of the contracting parties, although these contracts are drafted by one party, their validity requires the manifestation of compatibility of both parties, without the need for the content of definite form.
The validity of standard contracts does not require a formal form on the basis, but in most cases these contracts are written contracts, so that the consent of the will can be reached, while the drafting of these types of formal contracts are done unilaterally mainly by one party, provided in advance, while the other party has no right to discuss or change the content of the contract, the only solution is to accept it as a whole respecting all the contractual provisions or refuse to enter into a contract. Compliance is in such a way that the access is

[20] Muriel Fabre-Magnan, *Droit des Obligations*, Paris: Presses Universitaires de France, 2007, 210–216.
[21] Ewan McKendrick. *Contract Law*, Twelfth Edition, Oxford: Palgrave Law Masters, 2017, 61.
[22] Richard Stone, *The Modern Law of Contract*, Ninth Edition, New York: Routledge, 2011, 30.

from the proposal of the other party, having no room for counterproposal, the offer is about accepting or rejecting the contract.
Drafting such an agreement, i.e., a formal contract is a challenge and a commitment for every drafting party, whether it is the law office, trade organizations or business activities. Their design requires time, punctuality, high costs and efforts to correct, then the publication continues, providing security to the other party, while on the other hand unfair conditions to consumers and commercial activities should be avoided. Providing security and avoiding unfair terms is the key to a successful contract, but these terms are not adhered to by every drafter, so these contracts are very controversial and simultaneously designed and used every day.
The drafting of a formal contract generally consists of three parts:[23]
Agreement - this is where the binding contract between the parties is made and recorded.
Conditions - usually the longest section of the contract, these are the main clauses comprising the contract.
Schedules and - or appendices - project-specific information is incorporated here.
In these contracts the contractual terms cannot be changed. Since the terms cannot be changed, you can reduce the costs of completing the contract by selling only the agreement and schedules - attachments in hard copy by setting the terms from the general commercial rules. Also, these contracts can only be offered in electronic format all contracts that users print. This includes several shorter standard forms that contain tax-exempt contractual rights and obligations.
Standard contracts generally contain a language not simple but high in legal terms, which are not understood by every angle, but only by professionals. But this fact is fading, and contracts are now being written in a simpler, more natural language for the sake of providing assurance of the meaning of contractual terms, it is a process of drafting and editing to see if the final product is as concise and smooth as possible. art, taking care not to sacrifice clarity.
Standard contracts, in their forms contain several gaps which must be filled with those essential conditions that are negotiable, such as quality, quantity, price, payment and delivery. Usually, on the back of such forms, there will be general pre-compiled, pre-printed terms and terms commonly referred to as "clauses". These clauses often favour the party who drafted the document. This necessarily means that standard terms coined by, for example, a seller, will often conflict with those coined by a buyer. Such conflicts can trigger what has become known as a "battle of forms."[24]
Clauses are the most important and longest part of contracts, they include the essential elements of the contract, there are clauses which are likely to appear in almost every contract that is drafted which are just pre-printed and the terms are acceptable and known to both parties, but there are also clauses containing unfair terms, which are constantly checked by international organizations for the protection of consumers from these types of clauses.

3. Comparisons in the legislative implementation of standard contracts

Standard contracts, due to the complexity they have in providing, concluding and drafting them as well as in the superiority of one party over the other, various world legislations have developed new protection mechanisms against them for the injured party from these contracts. Keeping these types of contracts under control is enabled by their regulation through civil codes and international acts.

[23] https://www.cms-lawnow.com/ealerts/2015/01/how-to-draft-a-standard-form-construction-contract?cc_lang=fr [last accessed on 22.05.2022].
[24] Michael Furmston, Greg Tolhurst, *Contract Formation: Law and Practice*, 2nd Edition, Oxford: Oxford University Press, 2016, 4.122.

Comparing the world legislations, we find that Germany approaches the issues of formal contracts with a more special treatment than other countries. Historically the German Civil Code did not deal at all with the standard terms of the standard contract. Thus, the courts developed a special set of rules for formal terms based on three principles: the concept of assent, the invalidity of legal transactions which exploit one party to give the other a disproportionate advantage or which violate public policy and the general requirement of good faith in contract performance[25]. On April 1, 1977 the Standard Contract Terms Act was issued - Gesetz zur Regelung des Rechts der Allgemeinen Geschäftsbedingungen (AGBG) - which regulated the terms of standard contracts and gave protection to consumers and commercial activities, the right to request orders protection of consumers and commercial activities, the right to seek orders against the formal contract clauses against unfair form and unfair terms. The purpose of this Act was to eliminate mutually contradictory opinions and interpretations of the inclusion and control by the Standard Contract Terms Act in the contract and to make a detailed adjustment. This Act then continued to be implemented with minor changes, which brought Directive 93/13 EEC to strengthen consumer protection until the modernization of the Civil Code in 2002. With the reform of the German Civil Code the rules of the Standard Contract Terms Act were repealed along with other consumer protection regulations and transferred to the Civil Code, which resulted in these rules today being found in §305-310 of the Civil Code.

Austrian law through Standard Contract Terms Provisions under the General Civil Code - Allgemeines bürgerliches Gesetzbuch (AGBA)[26] as a separate Act is still in force, but a number of special binding regulations apply, including the Consumer Protection Act (KSchG)[27] in particular the regulations on “inadmissible parts of the contract” are contained in §6 KSchG, as well as Directives 93/13 and 93/12 as a result of which EU Member States are obliged to adopt certain legal standards that protect consumers from the terms and abusive conditions.

In English law compared to German and Austrian law, there is no specific set of rules governing the contracting of formal contracts, but the general principles of contracting apply. The signature, or any other objective manifestation of the intent to enter legally, binds the signatory to the contract, regardless of whether he has read or understood the terms. However, the reality of the formal contract means that many common law jurisdictions have developed specific rules regarding them[28]. Generally, when there is an ambiguity, the courts will interpret the forms, the standard terms of the contract contra proferentem (against the party who drafted the contract) because that party (and only that party) had the opportunity to draft the contract to resolve the ambiguity.

In France, standard contracts, to be more precise, adhesion contracts occupy a special place in French law, as a consequence of giving importance to the commitment of the lawyer Raymond Saleilles, where in many scientific papers it is mentioned that he was the one who

[25] Eric Mills Holmes, Dagmar Thürmann, A New and Old Theory for adjudicating Standardized Contracts, *Georgia Journal of International & Comparative Law*, Vol. 17, No. 3, 1987, 323-429, 330.

[26] *Allgemeines bürgerliches Gesetzbuch (AGBA)* (1811), entire legislation for the General Civil Code, version of 05.06.2022, https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&cad=rja&uact=8&ved=2ahUKEwiUupStkJf4AhUuSfEDHZkzCKQQFnoECAYQAQ&url=https%3A%2F%2Fwww.ris.bka.gv.at%2FGeltendeFassung.wxe%3FAbfrage%3DBundesnormen%26Gesetzesnummer%3D10001622&usg=AOvVaw2JgqNxipl95jnfUV0CwaRF [last accessed on 22.05.2022].

[27] *Bundesgesetz vom 8. März 1979, mit dem Bestimmungen zum Schutz der Verbraucher getroffen werden (Konsumentenschutzgesetz – KSchG)*, https://www.ris.bka.gv.at/Dokumente/Erv/ERV_1979_140/ERV_1979_140.pdf [last accessed on 22.05.2022].

[28] Michael Furmston, Greg Tolhurst, op. cit., 4.122.

invented this name for this type of contract,[29] which aimed to account for the inequality of contactors resulting in a lack of prior discussion, and includes all hypotheses where the terms and content of the contract are pre-formulated, pre-drafted and can no longer be reduced. Standard contracts and types of these contracts such as adhesion contracts have had their impact on national legislation around the world under French law, which greatly influences the development and importance of these contracts today for commercial and industrial operators. If we analyse the French Civil Code (Code de Civile - CC),[30] it distinguishes between two groups of contracts, depending on whether the contractual provisions are formed during free negotiations and thus determined by the common will of the contracting parties or the general conditions determined by one party without negotiations[31]. This second set of contracts described in the Civil Code is called contrat d'adhésion.
In the Republic of North Macedonia and in the region, the applicability of standard contracts is almost identical, as the region has emerged from the former communism and the implementation of laws and legal reforms refers to the law of the European Union. The standard contracts in this country mentioned in the part of contractual terms within the Law on Obligations referring to the general terms of the contract as contractual provisions drawn up for the largest number of contracts that one contracting party (the compiler), before or at the time of entering the contract, proposes to the other party, are contained mainly in formal contracts.
For the protection of consumers and small commercial activities from the unfair terms of standard contracts, these states have in force special laws and acts such as the Law on Consumer Protection.

4. Conclusion

Standard contracts are agreements that employ standardised, non-negotiated provisions, usually in pre-printed forms. These are sometimes referred to as boilerplate contracts, contracts of adhesion, or take it or leave it contracts. The importance that this type of contracts has for international business contracting, is expressed in the commitment of organizations and institutions that aim to unify and harmonize the legal regulations of contracts. In this regard, the International Chamber of Commerce in particular stands out with the so-called Model Contracts and Clauses. These contracts and clauses are carefully drafted by experts of the Commission on Commercial Law and Practice without expressing a bias for any one legal system.
The analysis of the legal provisions of countries such as Germany, Austria, England and France, give a clear picture of their more serious treatment in the legislation of the civil law system compared to the common law system. In this regard, the legislation of the Republic of North Macedonia turns out to be poor, with only one provision within a legal article that guides standard contracts in a very general way. Such a lack of protection of the non-drafting party of standard contracts, which mainly appear in the role of the consumer, this country tries to cover through the provisions of the Law on Consumer Protection.

[29] Nora K. Duncan, Adhesion Contracts: A Twentieth Century Problems for a Nineteenth Century Code, *Lousiana Law Review*, Vol. 34, No. 5, 1974, 1081-1100, 1081.
[30] French Civil Code *(Code Civil - CC)*, 1804, in force with the new provisions created by Ordonnance No. 2016-131 of the 10 February 2016, https://www.trans-lex.org/601101/_/french-civilcode-2016 [last accessed on 22.05.2022].
[31] Article 1110 paragraphs 1 and 2 of the Civil Code.

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