

Subject Index

A

Account-based assets, 1, 113–114, 119, 124, 126, 131, 133–134
Act Free of Constraints, 840, 847
ad substantiam, 937
Agency Law 1992, 84–86, 88, 94
Albanian Civil Code, 141, 144–149, 928, 933, 936
Albanian Constitution of 1998, 929
Albanian Constitutional Court (2023), 927, 929–934, 939
Albanian Succession Law, 3, 138, 140–143, 145, 927, 930–934, 939
Civil Code, 145–147
codification history, 141–145
EU Law, 139–140
EU Reg. 650/2012, 147–149
Alternative Dispute Resolution (ADR), 61, 193, 196–198, 208, 216–219, 937
Anticipated succession will, 938–940
App Tracking Transparency (ATT), 793
Article 319 Albanian CC, 934, 939
Article 377 Albanien CC, 930–933
Article 458 Italian CC, 937, 940
Artificial intelligence (AI), 741, 1004, 1007
AI Act, 728, 819, 1030–1036

B

Belgian law, 984, 995–996, 1042, 1044–1045, 1060
Belgian Proposal Book 7, 989, 1000
Book-Entry Accounts (827/1991) Act, 113, 114, 128, 131
Book-Entry System and Settlement Activities (348/2017) Act, 113

C

Cable cases, 681–682, 691–692
applicable law
in Germany, 682–684

in other legal systems, 684–689
contractual liability, 693–697
disclaimer, 692–693
evaluation, 689–691
Cambridge Analytica case, 1018
Case C-307/22, 722–724, 726, 728
Catch-all provision
black and gray lists, 187–188
freedom of contract, 188
model contractual terms, 188–189
Causation, 620–624
ChatGPT, 741–743
Circular Economy Action Plan, 10
Civil Code of 1994, 142–143
Civil fines
partial payment to the state, 598–603
procedural safeguards and material scope, 595–598
proposal for statutory provision, 594
relevant factors, 604–605
uncapped amount, 603–604
Co-ownership, 110–111
‘no other reasonable solution’ argument, 115–116
commixtio and *confusio*, 116–118
conceptualization, 112–115
possession, 118–119
quantity/quality, 119–120
results of analysis, 120–121
Co-ownership Act (180/1958), 121
Code of Civil Procedure, 5, 146, 215, 569–570, 900, 1044, 1077–1078
Code Zogu I of 1929, 928
Código Civil (CC), 92–93, 599, 628, 688, 748
Cognitive asymmetry, 254
Commercial Agency Directive 1986, 84
commercialization, 777
Commission Recommendation of 7 December 1994, implementing, 925–927
Albania and EU, 927

- current *vs.* communist succession law, 931
- intergenerational transfer of family firms before death
 - in Albanian legal system, 934-936
 - in Germany, 937-938
 - in Italy, 936-937
- succession contracts, 934-936
- Commission v. Italy*, 573
- Common Core in Groningen, Annual Conference
 - Akkermans, Bram, 153
 - Bartl, Marija, 152-153
 - Bétaille, Julien, 156
 - Breckenridge, Lee, 156-157
 - De Jong, Elbert, 155
 - Ekardt, Felix, 152
 - Quarta, Alessandra, 155-156
 - Robbie, Jill, 154
 - Terryn, Evelyne, 153-154
 - Werro, Franz, 151-152
- Common European Sales Law (CESL), 180, 185, 238, 432
- Comparative test, 415, 417, 419, 421
- Compensation for equal value
 - Doctrine Convergence, 249-253
 - Fairness in China, 248-249
 - incoherence in practice, 253-257
- Construction Projects, 944, 979-981, 994
 - contracting-construction actors, 986-990
 - cooperate within construction network, 984-986
 - network of relational contracts, 982-984
 - non-contracting-construction actors, 990-996
- Consumer arbitration, 214-216
- Consumer contracts, 55, 73, 76, 337, 347, 350
 - economic activities, 360-361
 - material scope of application, 362
 - public authority, 361
 - scope of application, contract terms
 - main subject of the contract, 374-386
 - mandatory, statutory/regulatory provisions, 367-374
 - seller/suppliers, 339-341
- Consumer disputes
 - arbitration and mediation, 195-196
 - claims, small
 - constitutionality, 209-211
 - definition and consequences, 209
 - justice fee, 218-219
 - consumer's option, EU law, 196-198
 - exercise, 211-213
 - legal protection, one-sidedness of, 213-214
 - dispute resolution venue, 215-216
 - justice fee, consumer claim, 218-219
 - out-of-court settlement
 - French law, 198-199
 - German law, 199-202
 - Italian law, 202-204
 - Spanish law, 204-206
 - Portuguese Rules, 206-208
- Consumer Protection Law (CPL), 195-196
- consumer sales law, Repairing
 - Article 2(20) Eco-design Regulation, 947
 - greenwashing directive, 965-966
 - independent contract, 955-957
 - lack of conformity, 950-953
 - producer's liability, 953-955
 - Right to Repair Directive, 966-974
 - third party and/or self-help, 957-960
- Consumer's right, 216-217
- Contract and Commercial Law Act 2017, 581
- Contractual fairness, Chinese law, 242-245
 - and French law, 246-247
 - and German law, 247
 - incoherence in practice, 253-257
- Contributory negligence, 624-626
- Corporate Sustainability Due Diligence Directive (CSDDD), 875-886, 893-895

- Counter-performance, 392, 406, 413
- Court of Justice of European Union, 1069–1095
 - European and Lithuanian, 1073–1077
 - Lithuanian Civil Cases in the ECJ, 1077–1090
 - procedural analysis, 1077–1081
 - substantive analysis, 1081–1090
 - road to European law and justice, 1070–1073
 - way forward, 1090–1093
- Covid-19 pandemic lessons, 849–851
 - extraordinary circumstances defence fundamentals, 863–864
 - pandemic, 864–869
- Regulation 261/2004, 852–854
 - impact, 855–857
- reimbursement or re-routing, rights, 857–862
- right to compensation, 862–863
- culpa in contrahendo*, 617, 821, 825, 966, 990–991
- D
- Damages Directive, compensatory damages
 - Article 17(2), 647–650
 - Article 9(1), 645–646
- claims
 - anticompetitive behaviour, 640–643
 - information misstatements, 640–643
 - issuer liability, 637–638
 - private enforcement, 636–639, 643
 - private plaintiffs, 635
- Data Act (DA), 174, 182–184, 199. *See also* Unfair Contract Terms Directive (UCTD)
- Data Governance Act (DGA), 174
- Digital Content Directive 2019/770/EU (DCD), 779
- Digital Markets Act (DMA), 77–78, 174, 801
- Digital Services Act (DSA), 78–79, 174, 674, 803, 805, 810, 819, 820, 834, 1003, 1007, 1021
- Digital vulnerability
 - inability of the assumptions
 - information asymmetry, 832–835
 - presence of personal characteristics, 836–839
 - presence of special relationships, 835–836
 - power imbalance, 830–831
 - combat digitally enhanced, 846–847
 - context-dependency, 840–845
- Digitized infringements, 71–72
- Directive on common rules, repair of goods, 35–36
 - manufacturer's liability, independent repairer, 38–39
 - R2R applicable within seller's liability period, 36–37
 - substantially modified, 37–38
- Dispositive succession agreements, 934–935
- Draft Common Frame of Reference (DCFR), 98–99, 106–107, 120–121, 761, 989, 1075
- Dual protection system, 426–427
- Dual purpose contracts, 347–351
 - case C-570/21, YYY, 347–349
 - consumer protection, 349–350
 - ECJ conditions, 348–349
 - mixed contracts, 351
 - non-binding effects, 350
 - non-prevailing purpose, 349
 - personal and material scope of application, 350
- Dutch BW, 993–994
- Dutch Authority for Consumers and Markets (ACM), 895
- Dutch Rechtbank Gelderland, 741–742
- E
- Eco-design
- Directive 2009, 961

- Emotion recognition systems (ERS), 1003–1004, 1006
- Emotion Recognition/ Personalised Advertising
 - AI Act, 1030–1034
 - automated processing, form of, 1021–1027
 - bio-characteristics, 1011
 - consumer law and regulation, 1027–1029
 - data protection law, 1007
 - processing of biometric data, 1008–1011
 - regulation on digital services, 1027
 - second generation, 1010
- Energy Labelling Regulation, 962
- Enforcement, 498–501
 - choice of law, 413
 - consumer protection directives, 510
 - jurisdiction clauses, 412
 - Omnibus directive, 511–512
 - time limits, 413–415
 - waiving of rights, 413
- EU Charter of Fundamental Rights (CFR), 508, 776, 796
- EU consumer law, private and public enforcement, 44. *See also* Private enforcement, EU law; Public enforcement, EU law
- European law, 45–48
- ex officio* control, 49–51
- national traditions and preferences, 43–44
- pre-contractual information, 51–54
- public enforcement, 59–63
- rights and obligations, 45
- EU Market Abuse Regulation (MAR), 637–640
- EU private international law
 - Article 14(1) Rome I
 - Article 12 Rome Convention, 1048–1050
 - BNP Paribas/Teambank, 1054–1055
 - legislative history, 1050–1052
 - proprietary effects, 1052–1054
 - effects and proposal, 1055–1061
 - amendments, 1057–1059
 - one rule, 1059–1061
 - relation to Rome I, 1056–1057
 - third-party and proprietary effects
 - claims and nature, 1046
 - exercise of rights, 1046
 - interim conclusion, 1048
 - relationship between rights, 1046–1048
 - transfer, 1043–1046
 - third-party effects of assignment, 1061–1066
 - attachment, 1064–1065
 - detrimental acts, avoidance of, 1065–1066
 - insolvency practitioner/ insolvent estate, 1062–1063
- European Competition Network, 895
- European Convention on Human Rights (ECHR), 3–4, 1016
 - Article 6, 4–5
 - co-ownership, 1
 - hazardous event, 7
 - judicial accountability, 7
 - legal principles, 6
 - principle of legality, 6
 - socio-economic problems, 4
 - transnational judicial process, 4–5
- European Court of Human Rights (ECtHR), 595–596
- European Court of Justice (ECJ), 311, 500, 572–573
- European Data Protection Board (EDPB), 727, 775–776, 782
- European Data Protection Supervisor (EDPS), 776, 781, 796
- European Green Deal, 35, 877, 960–961
- European Network of Supervisory Authorities, 894–895
- European Repair Information Form (ERIF), 967–968
- Ex officio* control, 49–51, 331, 349, 465, 521–523
- dispute boundaries, 537–538

- harmonious interpretation principle, 523–525
 - national resistance, 546–547
 - obligatory nature, 533–534
 - practical and legal issues
 - boundaries, 540–541
 - consumer, 543
 - default cases, 541–543
 - enforcement procedures, 543–545
 - non-judicial entities, 545–546
 - threshold, 539–540
 - principle of effectiveness
 - passive consumer, 525–526
 - protection, 527
 - principle of equivalence, 531–533
 - right to be heard (equality of arms), 538–539
 - spin off, 529–530
 - threshold
 - consumer contract, 534–535
 - legal and factual elements, 535–536
- Exclusion clauses, 626–628
- F
- Fair, Reasonable, and Non-discriminatory (FRAND), 183
- Fairness assessment
- assessment methods, 330
 - B2C contract, 325
 - declaratory terms, 326–327
 - economic imbalance, 416–418
 - hypothetical negotiations, 329
 - imbalance of rights (legal position), 418–419
 - imbalance test, 328
 - indicative list comparison, 328
 - judgment based on personal experience and ethical values, 329
 - legislator's concept, 327
 - precontractual information, 408–409
 - res iudicata*, 327
 - services/goods, 325
 - statutory provisions comparison, 328–329
 - statutory rules, 326
- unfairness assessment and transparency
- enforcement, 412–415
 - information on consequences, 409–410
 - information on risk, 410–411
 - unilateral change, 411–412
- Family Agreement, 936–937, 940–941
- Festschrift G. Rammos*, 3
- Financial investments, European Union Legislation, 666
- consumers' investment choices, 675–676
 - dark patterns, 673–674
 - Directive 2002/65/CE, 666–669
 - Directive 2002/65/UE, 669–670
 - Directive 2023/2673/UE, 670–673
 - social media, 675–676
- Financial Markets Authority (AMF), 894
- Finnish Co-ownership Act (180/1958), 115
- Finnish Law. *See also* Co-ownership
- Bankruptcy Act (120/2004), 122–124
 - client assets, 129–133
 - KKO 2021:36 judgment, 124–129
 - Nordic tradition, 124
- Free effect, 798
- Freedom of control
- EU Law conformity, 183
 - main subject matter of the contract, 184
- French Civil Code, 141, 245
- Future Financing Act, 185
- G
- GameStop Saga
- investment apps
 - financial instruments types, 660
 - 'gamification' of investing activities, 661
 - investment costs, 659
 - retail investors' behaviours, 661–665
 - social networks use, 660
 - trading abilities impairment, 660

- Meme Stock, 657-659
 - nonprofessional investors, 656-657
 - gamification/gamblification, 803, 807
 - Gap-filling, 475-476
 - Banco Español* rule, 476
 - and no gap-filling, 477-479
 - proportionality, 480-484
 - weaker party protection and dissuasiveness
 - Kásler* rule, 484-486
 - supplementary law, 486-490
 - General Data Protection Regulation (GDPR), 721-722, 773, 775-776, 831, 1006, 1035, 1098
 - Article 6(1)(b), 781
 - at doctrinal level, 724-725
 - at legislative level, 726-728
 - General Principles of Civil Law (1986), 249-250
 - General Product Safety Regulation, 24
 - General terms and conditions (GTC), 174-175
 - Member State Law, 177-178
 - principles, 175-176
 - and UCTD. *See* Unfair Contract Terms Directive (UCTD)
 - German Civil Code (BGB), 245, 247, 251, 748, 761-763, 938
 - German Court of Appeal, 712-719
 - Ghestin, Jacques, 169-172
 - Goodwill indemnity, 82-83
 - analogia juris*, 92, 95-97
 - analogia legis*, 93-95
 - analogy, 91-92
 - backward-looking methodology, 105
 - Civil Code, 87-88
 - consolidation, 89-91
 - Directive 86/653/EEC, 88-89
 - distribution agreements legal framework, 85-86
 - Agency Law 1992, 84-85
 - atypical contract, 83-84
 - Commercial Code proposal, 86
 - European private law to the rescue, 98-100
 - monetary value, 102
 - one-size-fits-all approach, 101
 - quaestio facti*, 103
 - quantum determination, 102-106
 - Grey list, 419-420
- ## H
- Hague Conventions (1964)
 - international sales of goods, 227
 - PIL roles, 225-226
 - universal application, 225-226
- ## I
- Illegal contract, 575, 595, 605
 - flexible purposive approach
 - contradictory outcomes, 581-584
 - discretionary approach, 579-581
 - policy considerations
 - instrumental arguments, 589-592
 - non-instrumental arguments, 586-589
 - two finalities, 584-586
 - private law, 593-594
 - Impresa Familiare*, 937, 940
 - in toto*, 897, 899, 902, 923-924
 - indirect *vs.* active/direct addictive practices, 810
 - Institute succession agreements, 934, 936
 - Intention and negligence, 609-615
 - causation, 620-624
 - contributory negligence, 624-626
 - exclusion clauses, 626-628
 - interests and rights, protection for, 615-619
 - periods of prescription, 629-632
 - set-offs and rights of retention, 628-629
 - inter vivos* agreements, 934-935
 - Interdisciplinary Robotics Conference, 1097-1105
 - conference and stakeholders, 1097
 - moderation by Hannah Ruschemeier, 1099-1101
 - Ghost in the Shell, 1100
 - Technical University of Berlin, 1099

- three-layered governance methodology, 1100-1101
- Moderation by William Smart, 1103-1105
 - AI/ Climate/ Regulation, 1103
 - Japanese Robotics, 1104-1105
- Political Keynote/ Paul Nemitz, 1097-1099
- presentation session, 1101-1102
 - Alexander von Janowski, 1102
 - Markus Lehnshack, 1101
- Viros Project Panel, 1102-1103
 - regulating smart robotics, 1102-1103
 - Robot Edition/ Naomi Lintvedt, 1102
- Internal Market and Consumer Protection (IMCO), 811
- International Filiation Law, EU level, 261
 - applicable law, 166
 - parenthood establishment
 - Article 17 paragraph 1 Prop. Reg., 270
 - Article 17 paragraph 2 Prop. Reg., 270-274
 - habitual residence, 261-266
 - subsidiary conflict rule, 269
 - temporal criterion, 267-269
- Italian Data Protection Authority (Garante Privacy), 1013, 1018
- J
 - Jinding Corp. v. Jirong Corp.*, 253
 - Juntas Arbitrales de Transporte (JAT)*, 205
- K
 - Knock-on effect, 869-871
- L
 - Law of delict, 576, 609-615, 619, 623, 626, 628-629, 632
 - legatum per damnationem*, 143, 148, 933
 - legatum per vindicationem*, 143, 145, 148, 150, 933
- Liability of economic operators
 - defective products, proposal for irective
 - legislative procedure, 27-29
 - original manufacturer and substantial modifier, 25-27
 - producer's liability period, 24-25
 - substantial modification, 21-24
 - general product safety regulation
 - product under new regulation, 30-32
 - substantial modification, 32-35
 - independent repairer and manufacturer's liability, 38-39
 - product is repaired, substantially modified, 37-38
 - proposal, directive on common rules, 35-36
 - seller's liability period, R2R, 36-37
- Lithuanian private law cases, 944, 1069-1095
- lock-in effect, 799
- M
 - Meme Stock, 656-658
 - Meta's fee, 799
 - Ministry of Interior, 918-920
 - Mobile phone applications, 654-656
 - Directive (EU) 2023/2673, 669-678
 - European Union on financial investments, 666-669
 - GameStop Saga, 656-665
 - Mufti marriages, 897, 923-924
- N
 - National Procedural Rules, ECJ
 - 'burden of proof,' EU Law, 558-562
 - EU law and member states, 550-554
 - legal costs and representation, 570-571
 - limitation periods and time limits
 - contract terms, 563-564

- statute of limitation, reasonableness, 564-566
- res iudicata*, 566-570
- unfairness assessment, 554-558
- Natural person
 - average consumer, 343
 - as co-debtor in credit contracts, 354-355
 - consumer, 341-343
 - in dual purpose contracts
 - case C-570/21, YYY, 347-349
 - consumer protection, 349-350
 - ECJ conditions, 348-349
 - mixed contracts, 351
 - non-binding effects, 350
 - non-prevailing purpose, 349
 - personal and material scope of application, 350
 - ex officio* control, 345-346
 - grey zones, 346
 - his/her employer, 355-356
 - principal and ancillary contracts, 351-354
 - start-up contracts, 356
 - unfair contract terms, 344-345
- Nelson v. Nelson* (1995), 603
- Non-acceptance of civil marriages, 897-900
 - acceptance, 100th anniversary, 905-910
 - problems in reception, 910-914
 - reception of the ZGB, 900-905
 - authorizing muftis to marriages, 920-923
 - collusion of legal cultures, 904-905
 - current situation and assessment, 918-920
 - overcoming, 914-918
- Non-fungible tokens (NFTs), 114
- Normative transparency framework, 427-429
- O
- Obliegenheit*, 997-1001, 1019
- Ocean Maritime Enterprises (OME), 293-295, 299
- Online Dispute Resolution (ODR), 61, 971
- P
- Pandora's box, 381, 494
- Patel v. Mirza*, 579, 580, 591
- Pay-or-Consent, 773-777
 - data processing necessary for the performance of a contract, 781
 - CJEU's approach and the lenient view of the Irish DPC, 781-782
 - data processing unnecessary for the performance of a contract, 785
 - free consent under GDPR, 785-787
 - freely given consent, dominant position and beyond, 787-788
 - focus of this paper, 779-781
 - GDPR, contract, and the data economy, 778-779
 - multi-layered protection beyond competition law, 794-795
 - pay-or-okay model, 796
 - substantive control digital platforms, 789
 - concerns flagged by antitrust lawyers, 791-794
 - data protection and competition authorities, 789-791
- Pay-or-okay model
 - unfounded skepticism, 796-798
- Portuguese Rules, 206-208
- Possible agreement test, 415
- Principles of European Contract Law (PECL), 100, 989, 1077
- Principles of European Law on Service Contracts (PELSC), 955-956
- Private enforcement, EU law, 636-638, 643-645, 652
 - barriers breaking down, 78-80
 - binding force, 54-63, 76-77
 - compensatory function, 66-71
 - consumer law, 72-74
 - digitized infringements, 71-72

- ex officio* control, 49-51
- pre-contractual information, 51-54
- specific rules, 75-76
- Private international law (PIL), 222, 226-235, 239
- Private international law
 - interaction between CSDDD, 880-887
 - applicable law, 883-887
 - jurisdiction, 888-893
 - public enforcement, 893-895
 - strengthening CSDDD, 875-880
- Private law and consumer protection
 - facing addictions
 - overview, 806-809
 - remedies and safeguard measures, 809-811
 - damages and compensation, 821-823
 - due remedy, 823-824
 - ex ante* approach, 811-813
 - fairness & addictive-capability assessment, 818-820
 - information duties & addictive digital architecture design, 814-818
- Producer's Liability Period (PLD), 24-25
- Product safety regulation
 - product under new regulation, 30-32
 - substantial modification, 32-35
- Proportionality test, 415
- Prussian General State Law, 1794, 598
- Public enforcement, EU law
 - binding force, 76-77
 - consumer law, 72-74
 - CPC Regulation, 64-65
 - European legislator, 64
 - evolutions, 56
 - specific rules, 75-76
- R
- R.W. v. Bank BPH SA*, 58
- rabbit-hole effects, 806
- Renouncement succession agreements, 935
- Republic of Türkiye, 897-899, 901, 907-910, 913
- res extra commercium*, 777, 794
- Retail investors' behaviours, 665
 - negative effects, 662-664
 - nudges, biases and choice architecture, 661-662
 - positive effects, 664-665
- Roman Succession Law, 938
- S
- Schutzpfllichten*, 999
- Scope of application, 337-339
 - Conflict Rules of Article 17 Prop.
 - adoptions, 275-277
 - filiation of children, 274
 - non-unilateral legal acts, 278-279
 - overriding mandatory rules, 281-284
 - pros and cons of the inclusion, 279-281
 - public policy exception, 284-288
 - unilateral legal acts, 277-278
 - consumer contracts, 339-346, 360-362
 - grey zones, 346
 - individually negotiated contract terms, 362-366
 - main subject of the contract, 374-386
 - mandatory application, 178
 - mandatory, statutory/regulatory provisions, 367-374
 - natural person, 347
 - ratione materiae*, 179
 - burden of proof, 181
 - contractual term, 179-180
 - unilateral imposition, 180-181
 - ratione personae*
 - enterprise-to-enterprise contracts, 182
 - third parties as contracting parties, 182-183
 - seller/supplier, 357-360

- temporal scope of application, 178-179
- Seller's liability period, 36-37
- Spanish Consumer Protection Act (SCPA), 476-477
- Stabilization and Association Agreement (SAA), 137, 145, 927
- Starlight shipping
 - court decision, 294-299
 - quasi anti-suit injunctions, 292-294
- mutual trust principle, 299-306
- Start-up contracts, 356
- Substantial modification
 - 'take-make-use-dispose' pattern, 10-11
 - consumer empowerment, 11
 - defective products liability
 - implications, 21-24
 - legislative procedure, 27-29
 - original manufacturer, 25-27
 - producer's liability period, 24-25
 - economic operators, liability of
 - defective products, 20-29
 - general product safety regulation, 29-35
- European Commission, 11-12
- refurbishment
 - Article 2(18) PRED, 12-13
 - Directive 2008/98/EC, 13
 - EU legislation, 13-14
 - industrial process, 14
 - performance/functionality, 14
- remanufacturing, 14-15
- repair concept
 - Article 2(20) PRED, 15-16
 - Article 5 PRED, 17-18
 - defective products, 19
 - Directive 2009/125/EC, 16-18
 - ecodesign, 17
 - R2R, 16
- Substantive consumer law, 43, 45, 57, 65, 71, 77-79
- Sustainable Economy Act 2011, 85
- Sustainable subjective rights, 943-944
- Swiss Civil Code (ZGB), 899, 905-907
- Swiss *vs.* Ottoman Family Law, 907

T

- Termination for breach of contract, 745
 - Anglo-American law, 747, 753, 763
 - American law, 766-768
 - English law, 763-766
 - rescission and restitution, 768
- common law *vs.* civil law, 746-747
- counter-return benefits, 753-757
- and damages, 760-761
- Draft Common Frame of Reference (DCFR), 761
- French civil code, 756-757
- Italian and French law, 751, 753-754
- restitution in kind, 769-771
- restitution of the price, 750-752
- return of the price and counter-restitution, 746-750
- sample of civil law jurisdictions
 - glimpse at the BGB, 761-763
 - Italian sales law, 757-761
- Theory of Demogue, 988
- Third-party and proprietary effects of assignment, 1037-1067
- Tong Xu v. Liang ZF*, 253, 256
- Tort liability
 - line layers and operators, 698-700
 - site plan management, 700-701
 - third party negligence, 698-699
- Transparency, 51-54, 59, 76, 78, 322-324
- C-421/14 *Banco Primus*, 452
- C-76/10 *Pohotovos*, 450
- consumer
 - informational duties, 437, 439-441
 - plain and intelligible language requirement, 438-439
- D.V. C-395/21*, 452-453
- dual protection system, UCTD, 426-427
- ECJ, 432
- financial crisis, 441
- foreign currency conversion mechanism, 445-447
- indication, 430-431
- information, 425-426, 447-448

- juxtaposition, 429
- normative transparency framework, 427-429
- price and variations, 441-444
- total cost of credit, 445
- trader's amendments, 449
- unified standard, 433-437
- variable interest rate and floor clauses, 444-445

Turkey

- appeal procedure, 704-706
- Turkish Court of Appeal, 706-710
 - prohibition of innovation, 710-712

U

UN Convention on the International Sale of Goods (CISG)

- Article 95, 232-234
- laws rule conflict, 229-232
- universal application rejection, 226-229

Unfair Commercial Practices Directive (UCPD), 401, 777, 803, 813, 815, 819, 823, 837

Unfair Contract Terms Directive (UCTD), 49, 50, 59, 499, 522

- deter and sanction, 510-513
- Directive 93/13/EEC, 316-319
 - fairness test, 324-327
 - structure and content, 319-320
 - transparency test, 320-322
 - unfairness, sanctions for, 331-332

EU Data Law, 174-175

freedom of control, 183-184

GTC Law, 176-177

- Member State Law, 177-178
- principles, 175-176

hybrid, multifaceted and differentiated enforcement mechanisms, 501-506

procedural autonomy, 507-510

scope of application, 178-183

temporal scope of application, 179-180

unfairness

- catch-all provision, 187-189
- commercial legal transactions, 184-185
- German GTC law, 186-187
- no transparency control, 185
- presumed, 187
- structure, 186

Unfair Contract Terms Directive 1993/13, 794, 801

Unfairness assessment, 388-390, 400.

See also Unfair Contract Terms Directive (UCTD)

- all circumstances, 400-403
- all terms, 403
- consumer, 471-473
- contract existence, 474-475
- enforcement
 - choice of law, 413
 - freedom and fairness, 406-408
 - jurisdiction clauses, 412
 - time limits, 413-415
 - waiving of rights, 413

EU Law

- Article 6(1) UCTD, 462-463
- de-harmonizing Article 6(1) UCTD, 493-495
- ECJ interpretation, 464
- mandatory provision, 464-468
- National Law, 490-493

exclusion, 454-455

freedom and fairness, 406-408

of individual terms, 331-332

judges roles, 332

legal consequences

- gap filling, 191-192
- restrictive and validity-preserving interpretation, 190-191
- severability, 189-190
- voidness, 189

main subject-matter of the contract, 390-392

- C-335/21 Vicente, 396
- C-452/18 Ibercaja Banco, 396-397
- insurance, 395-396

- payment terms, 392-395
 - withdrawal clause, 396
- National Procedural Rules, ECJ, 554-558
- and non-transparent terms, 468-471
- plain intelligible language, 399-400
- price and remuneration, 397-398
 - adequacy evaluation, 398
 - price/quality adequacy, 398-399
 - requirement, 399
- transparency, 453-454
- unconscionability, 248-249
- UNIDROIT
 - 1939 fine-tuning, 223-224
 - business establishment, 223
 - habitual residence, 223-224
 - international sale, 223
 - smart contracts, 239
- UNIDROIT Principles 2016, 989
- UNIDROIT Principles of International Commercial Contracts (UPICC)
 - international character of contract, 236-238
 - opt-in instrument, 235-236
- Unified standard of transparency
 - consumer, 437-438
 - ECJ, 433-434
 - information, 439-441
 - intelligible language requirement, 438-439
 - interpretation, 433
- Uniform Law on the International Sale of Goods (ULIS), 225-226
- Uniform substantive law, 222-223, 227, 231, 235, 239-240

V

- value of the defective asset (Vd), 754

W

- Western European law, 897, 923-924
- will *vs.* succession agreements, 935

Published by:
Kluwer Law International B.V.
P.O. Box 316
2400 AH Alphen aan den Rijn
The Netherlands

Sold and distributed by:
Wolters Kluwer Legal & Regulatory U.S.
920 Links Avenue
Landisville, PA 17538
United States of America
Email: customer.service@wolterskluwer.com

ISSN 0928-9801
© 2024, Kluwer Law International

This journal should be cited as (2024) 32 ERPL 6

The *European Review of Private Law* is published six times per year.

This journal is also available online at www.kluwerlawonline.com.
Sample copies and other information are available at lrs.wolterskluwer.com.
For further information at please contact our sales department at +31 (0) 172 641562 or at
lrs-sales@wolterskluwer.com.

For Marketing Opportunities please contact international-marketing@wolterskluwer.com

All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without written permission from the publisher.

Permission to use this content must be obtained from the copyright owner. More information can be found at: www.wolterskluwer.com/en/solutions/legal-regulatory/permissions-reprints-and-licensing

The *European Review of Private Law* is indexed/abstracted in the *European Legal Journals Index*.
Printed on acid-free paper

Aims and Scope

The *European Review of Private Law* aims to stress the considerable practical, as well as academic, importance of national private laws in integrating Europe in the face of the current overwhelming emphasis placed on European Union Law. Cross-border research will become increasingly important as transnational legal work develops. There is a need for a law review that focuses on legal developments within a broad European perspective and provides a platform for debate on the desirability of a unified private law in Europe as a complement to economic, monetary, and political union.

The *European Review of Private Law* will have an appeal across the academic/practitioner divide. By providing accessible and comparative surveys of legal developments in a number of countries, with summaries of articles and case notes in French, German and English, the Review will provide a valuable source of information for lawyers wishing to look for new ideas with which they hope to induce their courts into various innovations in the private law. The impact of European Union Law has made national courts more receptive to importing new conceptual devices and legal techniques directly from the foreign case law, without necessarily waiting for the legislature to act.

But et Portée

La Revue Européenne de Droit Privé vise à souligner l'importance pratique et académique des droits privés nationaux dans une Europe de plus en plus intégrée face à l'importance écrasante donnée au droit communautaire. Le développement de l'activité juridique transfrontalière rend la recherche en ce domaine de plus en plus importante.

Le besoin est né d'une revue de droit qui se concentre sur les développements juridiques dans une perspective européenne large, et qui fournit une plateforme de discussion sur la désirabilité d'un droit privé unifié en Europe, comme complément d'une Union Économique, Monétaire et politique.

La Revue Européenne de Droit Privé est particulièrement intéressante pour combler le fossé existant entre le monde académique et les praticiens du droit. En fournissant des études accessibles et comparatives sur les développements juridiques dans un certain nombre de pays, avec des résumés d'articles et des commentaires d'arrêts en Français, Allemand et Anglais, la revue offre une source précieuse d'informations pour les juristes cherchant de nouvelles idées à soumettre à leurs tribunaux pour innover dans le cadre du droit privé. L'impact du droit communautaire a conduit les tribunaux nationaux à être plus réceptifs à l'importation directe de la jurisprudence étrangère, de nouveaux concepts et de techniques juridiques sans attendre toujours l'action du législateur.

Ziel und Umfang

Die *European Review of Private Law* beabsichtigt, sowohl die praktische als auch die akademische Bedeutung der nationalen Zivilrechtssysteme im europäischen Integrationsprozess, im Hinblick auf die derzeitige überwältigende

Bedeutung des Europäischen Unionsrechts zu unterstreichen. Grenzüberschreitende wissenschaftliche Untersuchungen werden mit dem Fortschreiten des grenzüberschreitenden

Rechtsverkehrs und den damit zusammenhängenden Rechtsfragen stets bedeutsamer. Aus diesem Grund besteht ein Bedarf für eine rechtswissenschaftliche Zeitschrift, die sich auf die rechtliche Entwicklung innerhalb einer weiten europäischen Perspektive richtet und die ein Forum für eine Auseinandersetzung über die Notwendigkeit

eines einheitlichen Privatrechts in Europa, als Ergänzung zur Wirtschafts-, Währungs- und Politikunion, entwickelt. Die *European Review of Private Law* beabsichtigt, einen Anreiz zu bieten, um die Kluft zwischen Rechtswissenschaft und rechtliche Praxis zu schließen. Durch die Bereitstellung zugänglicher und rechtsvergleichender Darstellungen der rechtlichen Entwicklung in einer bestimmten Anzahl von Staaten, mit Zusammenfassungen der Beiträge sowie der Urteilsanmerkungen in französischer, deutscher und englischer Sprache, ist die *European Review of Private Law* eine sehr wertvolle Informationsquelle für diejenigen Juristen, die nach neuen Ideen Ausschau halten, mit denen sie ihre nationalen Gerichte überzeugen können, das Zivilrecht zu erneuern. Der Einfluss des Europäischen Unionsrechts hat

The European Review of Private Law is indexed/abstracted in the leading European Legal Journals.

Style Guide

A style guide for contributors can be found in volume 11, issue no. 1 (2003), pages 103-108, and online at: <http://www.kluwerlawonline.com/europeanreviewofprivatelaw>

Index

An annual index is published in issue no. 6 of this year.

Errata

Where errors have been found in the printed copy, they are corrected in the electronic version which is available online.

La Revue Européenne de Droit Privé est indexée/resumée dans les Journaux juridiques Européens.

Directives pour les auteurs

Des directives pour les auteurs peuvent être trouvées dans le vol. 11, No. 1 (2003), 103-108 ainsi qu'en ligne à l'adresse suivante: <http://www.kluwerlawonline.com/europeanreviewofprivatelaw>.

Index

Un index annuel est publié dans le numéro 6 de chaque année.

Errata

Lorsque des erreurs ont été relevées dans la version imprimée de la Revue, les corrections correspondantes sont apportées à la version électronique.

die nationalen Gerichte mehr für die Einführung neuer konzeptioneller Konzepte sowie juristischer Techniken unmittelbar aus ausländischen Rechtsquellen empfänglich gemacht, ohne dabei auf konkrete gesetzgeberische Maßnahmen zu warten.

In den *European Legal Journals* ist die *European Review of Private Law* katalogisiert als auch auch ihre Auszüge enthalten.

Autorenhinweise

Die Autorenhinweise können einerseits im Band 11, Heft 1 (2003), 103-108, sowie auch online unter der Adresse: <http://www.kluwerlawonline.com/europeanreviewofprivatelaw> abgerufen werden.

Inhaltsverzeichnis

Das Inhaltsverzeichnis wird einmal jährlich im Heft 6 des jeweiligen Jahres veröffentlicht.

Errata

Sollten sich in der gedruckten Ausgabe Fehler befinden, so werden diese in der elektronischen Online-Fassung korrigiert.

<http://www.kluwerlawonline.com/europeanreviewofprivatelaw>