

Title:

IV.6.2 - Subsequent fixing of contract price



Content:

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If the contract does not contain a provision fixing the price or a method for determining it, the parties are to be treated, in the absence of any indication to the contrary, as having agreed to the price generally charged at the time of the conclusion of the contract for such performance in comparable circumstances in the trade concerned, or, if no such price is available, to a reasonable price.

Commentary:

1 The Principle is based on the assumption that a contract can be [concluded](#) between the parties even though the price for one party's performance has not yet been fixed.

2 If it is clear in such a scenario that the parties wanted to conclude the contract even absent the price stipulation, they are treated as having agreed to the price generally charged at the time of the conclusion of the contract for such performance in comparable circumstances in the trade concerned unless the circumstances indicate otherwise.

3 If the contract is unique or there are other reasons why no such market price is available, then the parties are treated as having agreed to a [reasonable](#) price.