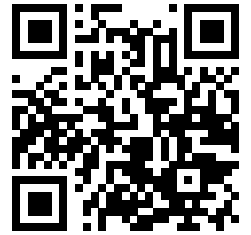


Title:

IV.4.1 - Freedom of form



Content:

No. IV.4.1 - Freedom of form

(a) Contractual declarations are valid even when they are not made in or evidenced in writing unless mandatory rules of any applicable domestic law provide otherwise.

(b) Parties to international business contracts may not insist on undue formalism without any good reason.

Commentary:

1 The need for speed and efficiency and the [presumed professional competence of businessmen](#) result in the fact that international business contracts or unilateral contractual declarations by the parties to such contracts prior to the conclusion of the contract or during the lifetime of the contract are not subject to any requirement as to form.

2 The parties are of course [free to agree](#) on a specific form requirement for declarations to be made by them during the contract or for its termination. In the latter case, the need for legal certainty as to the question whether the contract was in fact terminated may dictate such a contractual form requirement.