The Draft Common Frame of Reference: national and comparative perspectives
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PREFACE

The Draft Common Frame of Reference is the remarkable result of the long-standing efforts of the Study Group on a European Civil Code (the ‘Study Group’) on the one hand and the Research Group on Existing EC Private Law (the ‘Acquis Group’). Together with the comments, the Outline Edition of the DCFR is a most precious basis for the further development of European Private law.

The DCFR has received much academic, political and legal attention throughout Europe. Therefore, the undersigning editors of the book – all members of the Departments of Private and Economic Law of the University of Leuven – were convinced that the finalization of the Draft Common Frame of Reference should not pass without a thorough debate on its starting points and principles in relation to Belgian law. An international conference, largely attended by both legal practitioners and scholars, was organized in Kortrijk at 10–11 June 2010. This book bundles the written reports of this conference, together with other contributions which were submitted by mainly young legal scholars.

The aim of the conference was twofold. First of all, an academic involved in the drafting of the DCFR gives a presentation of a chapter of the DCFR, which provides the readers an overview of the general starting points and main provisions of the DCFR. Secondly, a Belgian scholar presents his view on the reconciliation between the DCFR and Belgian law. We were truly honoured to host such exceptional group of authoritative scholars in European private law, and we are grateful for the time and energy they invested to make this conference successful. Apart from the authors of contributions in this book, our gratitude is also directed towards the colleagues who have chaired the sessions of this conference: Prof. dr. G. Straetmans (University of Antwerp), Prof. dr. E. Hondius (University of Utrecht), Prof. dr. S. Van Erp (University of Maastricht) and Prof. dr. A. Verbeke (University of Leuven, KULeuven)

The conference was organized in the Kortrijk Campus of the University of Leuven. Kortrijk is situated ten kilometres east of the French border, five kilometres north of the language border in Belgium, and one hour by train from London. Geographically situated at a crossroad in Europe, Kortrijk is well placed to host such an international conference.
It should be noted, in reading the contributions, that the authors of the contributions were asked to stick to the outline edition of the Draft Common Frame of Reference. Except for one contribution, the authors could not take into account the optional instrument which aims to introduce “a common European Sales Law to facilitate cross-border transactions in the single market”. Thus, this book genuinely analyses the values and weaknesses of the DCFR, and of its relation to Belgian law, only taking into account the legal feasibility of the DCFR-rules and making abstraction of its political implementation.

Finally, we have to express our gratitude towards our partners, who have enabled us – not only financially – to organize such nice conference: KULeuven KULAK, the Ius Commune Research School, Interreg-Projects.

We modestly hope that this book will be a small step towards the common understanding in European Private Law.

Vincent Sagaert
Matthias Storme
Evelyne Terryn
CONTENTS

Preface ................................................................. v

PART I. GENERAL PRESENTATION OF THE DRAFT COMMON FRAME
OF REFERENCE

The Draft Common Frame of Reference: scope and purpose
Christian von Bar ................................................... 3

PART II. CONTRACTS AND OTHER JURIDICAL ACTS IN THE DCFR

Contracts and other juridical acts in the DCFR
Gerhard Dannemann .............................................. 9
1. "Juridical act" and domestic perspectives ..................... 9
   1.1. Chapter 1 (remaining provisions) ......................... 13
   1.2. Chapter 2: Non-Discrimination .......................... 13
   1.3. Chapter 3: Marketing and Pre-Contractual Duties .... 14
   1.4. Chapter 4: Formation ....................................... 16
   1.5. Chapter 5: Rights of Withdrawal ......................... 17
   1.6. Chapter 6 .................................................. 18
   1.7. Chapter 7: Grounds of Invalidity ......................... 18
   1.8. Chapter 8: Interpretation ................................. 19
   1.9. Chapter 9: Content and Effects of Contracts .......... 19

Book II, "Contracts and other juridical acts", of the Draft Common Frame of
Reference from a Belgian perspective
Patrick Wéry ......................................................... 21
1. The Belgian Civil Code ........................................ 22
2. The role of the judge in the DCFR .......................... 25
3. The protection of the weak party ............................ 28
PART III. OBLIGATIONS AND CORRESPONDING RIGHTS UNDER THE DCFR

A. Performance and non-performance in the DCFR

Book III performance and non-performance of obligations and corresponding rights in the DCFR
Denis Philippe ......................................................... 35
1. Scope of application .................................................. 35
2. General principles .................................................... 36
3. Change of circumstances ........................................... 37
4. Remedies in case of non-performance ........................... 39
5. Termination ............................................................ 41
  5.1. Termination for fundamental non-performance can occur without intervention of the judge .......... 41
  5.2. Fundamental non-performance ................................ 42
  5.3. Nachfrist .......................................................... 42
  5.4. Right to cure ...................................................... 43
  5.5. Anticipatory breach .............................................. 44
6. Force majeure ......................................................... 45
  6.1. Impediment ....................................................... 46
  6.2. Conditions of this impediment ................................. 46
  6.3. Effects of this impediment .................................... 47
  6.4. Notification of this impediment ............................... 48
7. Damages ............................................................... 48
  7.1. Principles – Unforeseeable damages ......................... 48
  7.2. Mitigation of damages ......................................... 49
  7.3. Late payment and interest ..................................... 50
8. Exemption clauses .................................................. 51
9. Conclusion ............................................................ 52

Performance and non-performance in the DCFR. Perspectives from the Belgian law
Ilse Samoy and Tâm Dang Vu ........................................... 53
1. Introduction .......................................................... 53
2. Performance .......................................................... 54
  2.1. Introductory concepts .......................................... 54
  2.1.1. Solvens ..................................................... 55
  2.1.2. Accipiens .................................................. 57
  2.1.3. Method ...................................................... 59
  2.1.4. Place of performance ..................................... 61
  2.1.5. Time of performance – Early performance ............... 62
  2.1.6. Extra: Alternative obligations – Imputation of partial performance ........................................... 63
### Contents

3. Non-performance .................................................. 65
   3.1. Accountable non-performance .................................. 65
      3.1.1. Personal non-performance .................................. 65
      3.1.2. Non-performance by a third person ......................... 68
      3.1.3. Non-performance due to an object .......................... 69
      3.1.4. Burden of proof ........................................... 69
   3.2. Non-accountable non-performance .............................. 69
      3.2.1. Extraneous cause .......................................... 69
         3.2.1.1. Concept .............................................. 69
         3.2.1.2. Conditions of applicability .......................... 70
         3.2.1.3. Consequences of irresistible force and contractual risk ......................... 71
      3.2.2. Doctrine on unforeseen circumstances ...................... 73
         3.2.2.1. Concept .............................................. 73
         3.2.2.2. Rejection of the doctrine of unforeseen circumstances in Belgian law .......... 73
         3.2.2.3. Alternative solutions in Belgian law .................. 74
         3.2.2.4. Variation or termination by court on a change of circumstances in the DCFR .... 75
         3.2.2.5. Gains and losses ..................................... 75
   3.3. Terms excluding or restricting liability for non-performance: exemptions clauses ............... 76
      3.3.1. Lawfulness ............................................... 76
      3.3.2. Abuse of exemption ...................................... 78
4. General remedies for non-performance .......................... 78
   4.1. General provisions ........................................... 78
   4.2. Formal requisition of putting the debtor in delay .......... 79
      4.2.1. Concept .............................................. 79
      4.2.2. Form and contents ..................................... 80
      4.2.3. Consequences .......................................... 80
      4.2.4. Formal requisition of putting the debtor in delay in the DCFR? ......................... 81
   4.3. General remedies in case of faulty behaviour ................ 81
      4.3.1. Performance in kind .................................... 81
         4.3.1.1. Definition and priority rule .......................... 81
         4.3.1.2. Performance in kind by the debtor .................... 84
         4.3.1.3. Performance in kind by a third person ................ 84
      4.3.2. Performance by equivalent: damages ...................... 86
         4.3.2.1. Principle and scope .................................. 86
         4.3.2.2. Payment of a compensation in case of a late payment of a sum of money .......... 87
      4.3.3. Penalty clauses ........................................ 91
         4.3.3.1. Concept and function ................................ 91
         4.3.3.2. Qualification ...................................... 91
## Contents

4.3.3.3. Legality and restriction of exaggerated penalty clauses ........................................ 92
4.3.3.4. Penalty reduction in case of partial performance and control on abuse of rights .......... 93
4.3.3.5. Penalty clauses in the DCFR ................................................................. 94
5. Supplementary remedies for reciprocal contracts ..................................................... 94
   5.1. The right to choose ................................................................. 94
   5.1.1. The right to choose between performance and termination .......................... 94
   5.1.2. Cumulation prohibition and change of choice .................................. 95
   5.2. Termination .................................................. 96
   5.2.1. Three ways to terminate and requirements ........................................... 96
   5.2.2. Judicial termination .............................................. 97
   5.2.3. Extra-judicial termination due to an express resolutive clause .................. 98
   5.2.3.1. Concept and qualification ......................................................... 98
   5.2.3.2. Interpretation ........................................................................ 98
   5.2.3.3. Legality ............................................................................... 99
   5.2.3.4. Use of the clause .................................................................. 99
   5.2.3.5. A posteriori control by a judge ................................................. 99
   5.2.4. Extra-judicial termination in extraordinary circumstances (without expressive clause) .................................................. 100
   5.2.4.1. Concept ............................................................................. 100
   5.2.4.2. Effect and conditions of applicability ......................................... 101
   5.2.4.3. Recognition of termination by notice in the DCFR ........................... 101
   5.2.5. Consequences of termination and partial termination ....................... 102
   5.3. Suspension .................................................. 105
   5.3.1. In case of exceptio non adimpleti contractus ................................. 105
   5.3.2. Suspension of the duty to perform in case of irresistible force .................. 107
6. The duty to act in accordance with good faith in performing and the doctrine of prohibition of abuse of rights .......................................................... 107
   6.1. Overview of Belgian law ........................................................................ 107
   6.2. Comparison with the DCFR ................................................................. 109
   6.3. Gains and losses .............................................................................. 111
7. Conclusion ........................................................................... 112

The effects of a change of circumstances in the DCFR. A critical assessment
Rodrigo Momberg Uribe ................................................................. 113
1. Introduction ................................................................................. 113
2. General considerations ................................................................. 114
3. The conditions for the application of the remedies ........................................... 115
3.1. The changed circumstances have to be exceptional, unforeseen and they must have occurred after the time when the obligation was incurred ........................................ 116
  3.1.1. The exceptional nature of the change of circumstances........ 116
  3.1.2. The debtor did not take into account, and could not reasonably be expected to have taken into account, the possibility or the scale of the change of circumstances ........ 117
  3.1.3. The change of circumstances must have occurred after the time when the obligation was incurred .............. 118
  3.1.4. Criticism of the exceptionality test ........................................ 118
  3.2. Excessive and unjust onerousness of the performance ........ 119
  3.3. Risk allocation ........................................ 121
  3.4. The request for renegotiation ........................................ 124
    3.4.1. The absence of an obligation to renegotiate ............. 125
  4. Remedies ........................................ 129
  5. Conclusions ........................................ 130

B. Multiparty-relationships in the DCFR: representation, stipulation in favour of third party, plurality, change of parties

Multi-party relationships in the DCFR
Eric Clive ........................................ 135
  1. Introduction ........................................ 135
  2. Representation ........................................ 136
    2.1. Facilitation ........................................ 136
    2.2. Protection of reasonable expectations ................. 137
  3. Stipulations in favour of a third party ...................... 139
    3.1. Facilitation ........................................ 139
    3.2. Protection of reasonable expectations ................. 139
  4. Plurality of debtors and creditors .......................... 140
    4.1. Justice in solidary obligations .......................... 140
    4.2. Protection of reasonable expectations ................. 141
  5. Change of parties – general .................................. 141
  6. Change of parties – assignment .................................. 142
    6.1. Facilitation ........................................ 142
    6.2. Protection of reasonable expectations ................. 143
    6.3. Protection of reasonable expectations of assignee .......... 144
  7. Change of parties – substitution and addition of debtors ........ 144
  8. Change of parties – transfer of contractual position ........ 145
  9. Transfer of rights and obligations on agent’s insolvency ........ 145
The structure of the law on multi-party situations in the 2009 Draft Common Frame of Reference and Belgian law
Matthias E. Storme .......................................................... 147

1. Direct representation .................................................. 149
   1.1. The separation between the authority and the authorisation/mandate ........................................ 149
   1.2. The form and features of this separation ......................... 152
       1.2.1. Coming into existence .................................. 152
       1.2.2. Ending of authority .................................... 153
           1.2.2.1. General rule .................................... 153
           1.2.2.2. Special rule in case of an obligation not to revoke ... 154
   1.3. Effect on the resulting relationship ............................. 154

2. New creditors and/or plurality of creditors .................................. 155
   2.1. Stipulation in favour of a third party .......................... 155
       2.1.1. Rules on the binding character and revocability in conformity with general contract law .......... 156
           2.1.1.1. Belgian law .................................. 156
           2.1.1.2. DCFR ........................................ 157
       2.1.2. Effects in the resulting relationship (promisor – beneficiary) and defences .............................. 159
   2.2. Assignment ......................................................... 161
       2.2.1. Assignment as transfer of property ......................... 161
       2.2.2. Transfer of property v. substitution of creditor ............ 163
           2.2.2.1. Rules on consent of the debtor and on prohibition of assignment .................................. 164
           2.2.2.2. Substitution of creditor and protection of the debitor cessus .................................. 167
       2.2.3. Effect of substitution of creditor in the resulting relationship and defences ................................ 168
           2.2.3.1. Defences out of the provision relationship .......... 168
           2.2.3.2. Defences out of the valuta relationship .............. 172
   2.3. Appropriation of a right to performance by the principal in cases of indirect representation ............... 172
       2.3.1. Indirect representation in general .......................... 172
       2.3.2. When does the principal have a direct right against the third party? .................................. 173
       2.3.3. Effects of the take-over ................................... 175
   2.4. (Personal) subrogation .............................................. 176
       2.4.1. Cases of personal subrogation ................................ 177
       2.4.2. Effects of personal subrogation ............................ 178
   2.5. Real subrogation .................................................... 180
       2.5.1. Real subrogation leading to ownership of a right to performance ................................ 180
2.5.2. Real subrogation leading to a security right in a right to performance .............................................. 180
2.6. Granting a security interest in a right to performance ................................................................. 181
2.6.1. Creation and effectiveness .................................. 181
2.6.2. Effects in the internal relationship ......................... 182
3. New debtors and/or plurality of debtors ................................. 184
3.1. Forms of plurality of debtors in general ....................... 184
3.1.1. Co-debtors liable for the same obligation ............... 184
3.1.2. A debtor liable for a debt that is the debt of someone else ............................. 185
3.1.3. Two debtors each liable for a different obligation ....... 186
3.2. Guarantee function and payment function .................... 187
3.3. Classification of the internal relationship ..................... 188
3.4. Four basic types .............................................. 189
3.4.1. "Dependent" obligations with a guarantee function .................................................................. 189
3.4.1.1. Dependent personal security .......................... 189
3.4.1.2. Incomplete substitution of debtor ....................... 191
3.4.2. "Independent" obligations with a guarantee function .................................................. 192
3.4.3. "Dependent" obligations with a payment function .................................................................. 193
3.4.4. "Independent" obligations with a payment function .................................................................. 195
3.4.4.1. Independent delegation in general ...................... 195
3.4.4.2. Transfer of money .......................................... 197
4. Some conclusions ...................................................... 199

C. Interpretation of contracts

The DCFR rules on contract interpretation: efficient defaults? 
Robert Hardy .......................................................................................................................... 203
1. Introduction .......................................................................................................................... 203
2. Incomplete contracts and contract interpretation ...................... 204
2.1. Incomplete contracts ........................................................................................................ 204
2.2. Incompleteness, interpretive issues and methods of interpretation ................ 206
3. Economic consideration and interpretive strategies ....................... 208
3.1. Types of interpretive strategies ...................................................................................... 210
3.1.1. Majoritarian default rule ...................................................................................... 210
3.1.2. Hypothetical standard ......................................................................................... 211
3.1.3. Penalty default ........................................................................................................ 212
3.1.4. Efficiency ................................................................................................................ 213
4. Application to the DCFR rules on interpretation .......................................................... 214
5. Conclusion ....................................................................................................................... 217
# PART IV. NON-CONTRACTUAL LIABILITY ARISING OUT OF DAMAGE CAUSED TO ANOTHER IN THE DCFR

Non-contractual liability arising out of damage caused to another in the DCFR

**Reiner Schulze** ................................................................. 221

1. Introduction ................................................................. 221
2. Topic and scope ............................................................ 222
3. Fundamental principles and structure ............................... 224
4. Some main provisions ................................................... 225
   4.1. Legally relevant damage ........................................... 225
   4.2. Accountability ....................................................... 226
   4.3. Causation ............................................................. 227
   4.4. Remedies ............................................................. 228
5. Conclusion ................................................................. 229

The draft tort rules of the DCFR: a Belgian law perspective

**Ignace Claeys** ................................................................. 231

1. The crucial concept of ‘legally relevant damage’ ................ 232
2. The frequent use of equity concepts ................................ 235
3. Reduction or elimination of liability ................................ 236
4. Topics left out ............................................................. 237
5. Room left for national diversity ...................................... 237
6. Damage interwoven with accountability ............................. 238
7. Different structure of strict liability rules ......................... 238
8. Conclusion ................................................................. 239

Tort law and the violation of statutory provisions

**Wouter den Hollander** ....................................................... 241

1. Introduction ................................................................. 241
2. Statutory provisions and tort law ................................... 242
3. The Dutch turn ............................................................. 246
4. A frame of reference ..................................................... 251
5. Evaluating Book VI of the DCFR ...................................... 252
6. Conclusion ................................................................. 259

# PART V. PROPERTY LAW IN THE DCFR

A. General role of the DCFR in European property law

The role of the (D)CFR in the making of European property law

**Bram Akkermans** ............................................................. 265

1. Introduction ................................................................. 265
2. Contractual aspects of property law in the DCFR: indirect property law and a new type of Trennungsprinzip? 267
3. Property law in the DCFR: direct making of European property law  . . . . . . . .  275
4. European Union property law in development. . . . . . . . . . . . . . . . . . . . . . . . . . . .  282
5. Conclusion: the making of European property law . . . . . . . . . . . . . . . . . . . . . . . .  286

Property law accessories under the DCFR
Koen Swinnen . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  289
1. Introduction . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  289
2. The definition of ‘an accessory’ in Article IX.–1:201(2) DCFR . . . . . . . . . . . . . .  290
   2.1. Introduction . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  290
   2.2. The meaning of the word ‘part’ in the definition . . . . . . . . . . . . . . . . . . . . .  292
   2.3. Conclusion . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  295
3. Legal comparative analysis of the definition . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  297
   3.1. Belgian law and French law . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  297
   3.2. English law . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  299
4. Conclusion . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  301

B. Security rights in movables in the DCFR
Security rights in movables in the DCFR: general presentation
Anna Veneziano . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  305
1. Introduction . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  305
2. Overview of the DCFR proposals and most important policy choices . . . . . . .  306
3. Enforcement of creditor’s rights . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  308
4. Treatment of “acquisition finance devices” . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  309
5. Conclusive remarks . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  312

Security rights in the DCFR from a Belgian perspective
Eric Dirix . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  313
1. Introduction . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  313
2. Features of the Belgian system . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  313
3. Objectives of reform in Belgium . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  315
4. The non-possessory pledge . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  316

C. Transfer of movables in the DCFR
Book VIII DCFR on acquisition and loss of ownership of goods
Wolfgang Faber . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  323
1. Introduction . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  323
2. Scope and definitions . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  324
3. Derivative transfer of ownership . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  327
   3.1. ‘Causal’ versus ‘abstract’ approach . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  327
   3.2. No separate ‘real agreement’ required . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  329

xv
Contents

3.3. Transfer upon delivery versus transfer upon conclusion of the underlying contract ........................................... 331
3.4. Selected further content of Chapter 2 ........................................... 335
4. Good faith acquisition from a non-owner ...................................... 337
5. Acquisition by continuous possession ........................................... 338
6. Production, combination and commingling ...................................... 339
7. Protection of ownership and possession ........................................... 341
8. Consequential questions on restitution of goods .............................. 341

Acquisition of ownership of goods in the DCFR: a Belgian perspective
Vincent Sagaert and Julie Del Corral ........................................... 343

1. Introduction ................................................................. 343
2. Title-based transfer of ownership .............................................. 344
   2.1. Definitions ........................................................... 344
   2.2. Requirements for the transfer of ownership ............................ 345
      2.2.1. Valid title to the transfer of ownership .................................... 346
          2.2.1.1. General observations on the Belgian transfer system ...................... 346
          2.2.1.2. Draft Common Frame of Reference .......................................... 348
      2.2.2. Delivery requirement ............................................... 349
          2.2.2.1. General observations on the Belgian transfer system ...................... 349
          2.2.2.2. Draft Common Frame of Reference .......................................... 355
   2.3. Effects .............................................................. 359
      2.3.1. Risk for loss due to ‘vis maior’ ......................................... 359
          2.3.1.1. General observations on the Belgian transfer system ...................... 359
          2.3.1.2. Draft Common Frame of Reference .......................................... 360
      2.3.2. Risk of insolvency .............................................. 361
          2.3.2.1. General observations on the Belgian transfer system ...................... 361
          2.3.2.2. Draft Common Frame of Reference .......................................... 364
   2.4. Specific constellations .............................................. 364
      2.4.1. Transfer of generic and future goods .................................. 364
          2.4.1.1. General observations on the Belgian transfer system ...................... 364
          2.4.1.2. Draft Common Frame of Reference .......................................... 366
      2.4.2. Multiple transfers ............................................... 367
          2.4.2.1. General observations on the Belgian transfer system ...................... 367
          2.4.2.2. Draft Common Frame of Reference .......................................... 368

3. Good faith acquisition .................................................. 370
   3.1. Similarities between Belgian law and the DCFR .......................... 371
   3.2. Differences between the DCFR and Belgian law .......................... 372
Contents

4. Production, Combination and Commingling ........................................... 373
   4.1. Introduction and party autonomy .................................................. 373
   4.2. Production (‘specificatio’) ......................................................... 375
   4.3. Combination of goods (‘accessio’ between movables) ........................ 377
   4.4. Commingling of goods (‘commixtio’ or ‘confusio’) ........................... 379
5. Conclusion ............................................................................................. 381

PART VI. SPECIFIC CONTRACTS IN THE DCFR

A. Commercial agency, franchise and distributorship in the DCFR

Commercial agency, franchise and distributorship in the DCFR
   Odavia Bueno Díaz ................................................................. 387
   1. Introduction ....................................................................................... 387
   2. The DCFR on commercial agency, franchise and distributorship ........... 388
      2.1. Preliminary issues: sources, methodology, main underlying values
           and policies .................................................................................. 388
         2.1.1. Sources and methodology .................................................. 388
         2.1.2. Main underlying values and policies .................................... 389
               2.1.2.1. Freedom of contract and efficiency ........................... 389
               2.1.2.2. Protection of the weak party and of mutual
                       cooperation ........................................................................ 390
         2.1.2.3. Balance of particular interests and protection of
                       the business reputation (win-win situations) ....................... 391
      2.2. Model rules for commercial agency, franchise and distributorship ....... 392
         2.2.1. General provisions ............................................................. 392
               2.2.1.1. Ratio legis ................................................................. 392
               2.2.1.2. Model rules ............................................................. 392
         2.2.2. Specific provisions on commercial agency: Chapter 3 Part E .. 397
               2.2.2.1. Ratio legis ................................................................. 397
               2.2.2.2. Model rules ............................................................. 398
         2.2.3. Specific provisions on franchise: Chapter 4 Part E .................. 403
               2.2.3.1. Ratio legis ................................................................. 403
               2.2.3.2. Model rules ............................................................. 404
         2.2.4. Specific provisions on distributorship: Chapter 5 Part E ........... 408
               2.2.4.1. Ratio legis ................................................................. 408
               2.2.4.2. Model rules ............................................................. 409
   3. From the PEL CAFDC to the DCFR: academic incoherence ................. 411
      3.1. From mandatory to default ......................................................... 412
      3.2. Framework distributorship also subject to specific regulation .......... 412
      3.3. A coherent explanation of the academic choices needed ................. 413
   4. Conclusion ............................................................................................. 415
B. Sales agreements

Sales law in the DCFR
Marco B.M. Loos ................................................................. 453

1. Introduction ................................................................. 453
2. Scope of the provisions of Book IV.A DCFR ....................... 454
   2.1. Substantive scope .................................................. 454
   2.2. Personal scope ..................................................... 457
3. The main obligations of the parties and the passing of risk .......... 461
   3.1. Overview of the main obligations under the sales contract .... 461
   3.2. Transfer of ownership ............................................. 462
   3.3. Transfer of documents ............................................. 463
   3.4. Delivery ............................................................. 465
   3.5. Passing of risk ..................................................... 467
4. Conformity and non-conformity ..................................... 470
   4.1. Introduction ........................................................ 470
   4.2. Time for establishing (non-)conformity ....................... 471
   4.3. The notion of non-conformity .................................... 473
   4.4. Liability of the seller for third party statements ............ 474
   4.5. Third party claims ................................................. 475
5. The duty to notify and the period of liability ..................... 476
6. Partial and excess delivery .......................................... 480
7. Remedies for non-conformity ....................................... 481
   7.1. General remedial scheme ....................................... 481
   7.2. The seller’s right to cure ....................................... 483
   7.3. Specific rules on remedies for non-conformity ............... 484
8. Summary of the main findings and concluding remarks ............ 487

Optional European contract law as a means to adjust our fragmented domestic sales law
Bernard Tilleman and Willem Swinnen ............................... 491