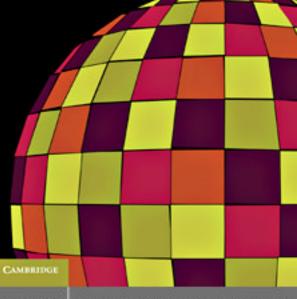
Boilerplate Clauses, International Commercial Contracts and the Applicable Law

Giuditta Cordero-Moss



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BOILERPLATE CLAUSES, INTERNATIONAL COMMERCIAL CONTRACTS AND THE APPLICABLE LAW

With the aim of creating an autonomous regime for the interpretation and application of the contract, boilerplate clauses are often inserted into international commercial contracts without negotiations or regard for their legal effects. The assumption that sufficiently detailed and clear language will ensure that the legal effects of the contract will only be based on the contract, as opposed to the applicable law, was originally encouraged by English courts, and today most international contracts have these clauses, irrespective of the governing law.

This collection of essays demonstrates that this assumption is not fully applicable under systems of civil law, because these systems are based on principles, such as good faith and loyalty, which contradict this approach.

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BOILERPLATE CLAUSES, INTERNATIONAL COMMERCIAL CONTRACTS AND THE APPLICABLE LAW

Edited by
GIUDITTA CORDERO-MOSS



CAMBRIDGE UNIVERSITY PRESS

Cambridge, New York, Melbourne, Madrid, Cape Town, Singapore, São Paulo, Delhi, Tokyo, Mexico City

Cambridge University Press The Edinburgh Building, Cambridge CB2 8RU, UK

Published in the United States of America by Cambridge University Press, New York

www.cambridge.org
Information on this title: www.cambridge.org/9780521197892

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First published 2011

Printed in the United Kingdom at the University Press, Cambridge

A catalogue record for this publication is available from the British Library

Library of Congress Cataloguing in Publication data

Boilerplate clauses, international commercial contracts and the applicable law / edited by Giuditta Cordero-Moss.

p. cm.

ISBN 978-0-521-19789-2 (hardback)

Standardized terms of contract.
 Contracts – Language.
 Foreign trade regulation.
 Cordero-Moss, Giuditta.
 Title.

K845.S7B65 2011 346.02'2-dc22 2010037106

ISBN 978-0-521-19789-2 Hardback

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