

Boilerplate Clauses, International Commercial Contracts and the Applicable Law

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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.

GIUDITTA CORDERO-MOSS is a professor at the Institute of Private Law, University of Oslo, where her main areas of expertise are international commercial law, comparative law and private international law. She is also an international arbitrator and has in the past practised as an international commercial lawyer in Italy, Norway and Russia.

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CONTRIBUTORS

JEAN-SYLVESTRE BERGÉ is a professor at Université Paris Ouest Nanterre La Défense. He specialises in European law, international law and private law, and co-directs the Centre for European and Comparative Law (CEJEC) and the PhD programme at Paris Ouest. He has written several books in French on international and European protection of intellectual property (1996), European law and national private law (2003) and an introduction to European law (2008).

EDWARD T. CANUEL holds the position of European Liaison in the US State Department's climate office and is Regional Hub Officer in Copenhagen. Previously he served, inter alia, as Energy and Economic Officer in Oslo, leading the US Embassy's energy, finance, trade, economic, trade and commercial issues. Prior to joining the US Foreign Service, he practised commercial and government relations law at the international law firm McDermott, Will & Emery.

GIUDITTA CORDERO-MOSS, J.D. (Rome), PhD (Moscow), D. Jur. (Oslo), is a professor at the Institute of Private Law, University of Oslo and is Principal Research Fellow at the Centre for Energy, Petroleum and Mineral Law and Policy, University of Dundee, Scotland. She teaches and publishes within international commercial law, arbitration, comparative law and private international law. A former corporate lawyer, she acts as arbitrator in international commercial and investment disputes.

GERHARD DANNEMANN is a professor at the Humboldt University of Berlin. He is active in the field of comparative law and is, among other things, Fellow of the Institute of European and Comparative Law at the University of Oxford, where he has been a lecturer for several years and eventually became a reader in comparative law. He is general editor and founder of the Oxford University Comparative Law Forum and publishes actively. Since 2005, he has held the position of Chair of

the Redaction Committee and Chair of the Terminology Group of the European Research Group on Existing EU Private Law (Acquis Group). He is also Door Tenant at 3 Pump Court Chambers, London.

GIORGIO DE NOVA is a professor at the University of Milan. He is the author of numerous publications on Italian private and contract law, many of which are generally recognised as fundamental works in their respective fields. He is the editor of various prestigious legal reviews in Italy. In addition, he is a practising lawyer with wide experience of commercial contracts, and he is often appointed as arbitrator in international and domestic arbitrations.

DAVID ECHENBERG is Senior Contract Risk Manager, Energy Infrastructure, General Electric, Milan. He is a qualified attorney-at-law in New York and a solicitor in England and Wales, and has worked in private practice in Sao Paulo, Brussels and Washington DC, as well as in-house in Florence, Italy. In addition, he previously acted as an expert legal consultant evaluating the body of law developed by UNCITRAL at the United Nations in New York. His areas of specialisation include international contract and commercial law, M&A and international dispute resolution.

LARS GORTON is a professor emeritus at the University of Lund, is presently a visiting professor at the Center for Kreditret og kapitalmarkedsret (Copenhagen Business School) and is tied to the Stockholm Center for Commercial Law at the Faculty of Law, Stockholm University. He is active in the fields of contract law, maritime law and banking law. In addition to publishing mainly in these areas of law, he has also been a corporate lawyer. He is also presently a board member of the Scandinavian Institute of Maritime law.

VIGGO HAGSTRØM is a professor at the University of Oslo. He is the author of numerous publications on Norwegian private and contract law that are recognised as fundamental in Norwegian legal doctrine. He is the general editor of the most recognised Scandinavian legal doctrinal review and has significant commercial experience, among other things, as a commercial arbitrator.

XAVIER LAGARDE is a professor at Université Paris Ouest Nanterre La Défense. He specialises in contract law, civil procedure and alternative dispute resolution, as well as in law and economics. He has written