

TRADE LAW – QUESTIONS DATABASE

1. If the deadline for concluding the final contract is not specified:
 - a) the contract is invalid
 - b) the court sets the deadline
 - c) the entitled party may set an appropriate deadline
 - d) the deadline is always 1 year
2. A claim for concluding a final contract:
 - a) always applies
 - b) applies only if the form is notarial deed
 - c) applies when the preliminary contract meets the requirements for the form of the final contract
 - d) never applies
3. A preliminary contract is valid if:
 - a) it contains the substantively essential elements (*essentialia negotii*) of the final contract
 - b) it was concluded in the form of a notarial deed
 - c) it contains an obligation to conclude the final contract
 - d) it specifies the deadline for concluding the final contract
4. Claims arising from a preliminary contract include:
 - a) a claim for concluding the final contract
 - b) compensation for non-performance of an obligation (*ex contractu*)
 - c) compensation covering the full loss
 - d) compensation within the limits of the negative interest Contractual penalty
5. Contractual penalty may be stipulated:
 - a) for each obligation
 - b) only for monetary obligations
 - c) only for non-monetary obligations
 - d) only in mutual agreements
6. Contractual penalty may be moderated:
 - a) only ex officio
 - b) only at the debtor's request
 - c) only at the creditor's request
 - d) is never permissible
7. Contractual penalty:
 - a) may apply to monetary obligations
 - b) applies to non-monetary obligations
 - c) may be moderated
 - d) excludes the possibility of claiming damages exceeding the penalty (as a rule)
8. When claiming contractual penalty, the creditor:
 - a) must prove gross negligence
 - b) does not have to prove damage
 - c) must prove non-fulfilment of the obligation
 - d) must prove fault
9. A standard contract is binding if:
 - a) it was delivered before the conclusion of the contract
 - b) the other party could become familiar with it
 - c) it was signed
 - d) it was made available after the conclusion of the contract
10. Clauses Abusive:
 - a) do not bind the consumer

- b) render the entire contract invalid
 - c) are assessed taking into account the circumstances of the contract's conclusion
 - d) do not concern the principal obligations if they are unambiguous
11. In the case of joint and several debtors:
- a) the creditor may demand the entire obligation from one
 - b) the obligation is divisible
 - c) the fulfillment by one releases the others
 - d) each debtor is liable only for his or her share
12. A joint and several debtor may raise:
- a) common defenses for all debtors
 - b) personal defenses of other debtors
 - c) personal defenses
 - d) defenses arising from the relationship between the creditor and another debtor
13. A deposit:
- a) serves as compensation
 - b) is forfeited in the event of non-performance by the depositor
 - c) is refundable in double the amount if the depositor is at fault
 - d) is always refundable
14. Compensation:
- a) allows for withdrawal from the contract
 - b) requires payment of a specified sum
 - c) is a form of contractual penalty
 - d) has *ex tunc* effect (from the moment of conclusion of the contract)
15. Debtor should:
- a) perform the obligation in accordance with its content
 - b) act in accordance with the principles of social coexistence
 - c) perform the obligation at his own discretion
 - d) take into account established customs
16. A debtor is in default when:
- a) he is late
 - b) he does not perform the obligation on time
 - c) he is responsible for the delay
 - d) he acts without fault
17. Set-off is permissible when:
- a) the receivables are due
 - b) the receivables are of the same type
 - c) the receivables are actionable
 - d) one of the receivables is future
18. The effect of set-off is:
- a) the cancellation of the receivable
 - b) it requires the consent of the other party
 - c) it occurs by a declaration of will
 - d) none of the above a-c is correct
19. The conditions of an *actio pauliana* are:
- a) harm to the creditor
 - b) the debtor acting with knowledge of the harm
 - c) obtaining a benefit by a third party
 - d) invalidity of the act

20. Based on the legal provisions governing the *action pauliana*, a third party:

- a) is always liable
- b) is liable in bad faith
- c) is protected in good faith (paid act)
- d) is never liable

21. A contract for specific work:

- a) is a contract for the result
- b) may be paid
- c) concerns legal acts
- d) is subject to warranty

22. Based on the provisions governing a contract for specific work, the ordering party may:

- a) withdraw from the contract before completion
- b) demand the removal of defects
- c) demand a reduction in remuneration
- d) always refuse to pay

23. The tenant, as a party to a lease agreement:

- a) is obligated to pay rent
- b) should use the item in accordance with the agreement
- c) may freely change the purpose of the item
- d) is liable for the deterioration of the item

24. The landlord, as a party to a lease agreement:

- a) must hand over the item
- b) is liable for defects
- c) is not obligated to maintain the item
- d) may terminate the contract in the event of a breach

25. A contract for specific work, in accordance with the provisions of the Civil Code:

- a) concerns legal acts
- b) may be free of charge
- c) is always subject to payment
- d) is based on due diligence

26. A contractor:

- a) should act with due diligence
- b) is responsible for the result
- c) may entrust the performance to a third party
- d) is responsible for selecting a substitute

27. An agent:

- a) acts as an entrepreneur
- b) acts as an intermediary in concluding contracts
- c) always acts on behalf of
- d) may be entitled to a commission

28. An insurance contract:

- a) is subject to payment
- b) is contingent
- c) the benefit depends on the event
- d) is real

29. The insurer:

- a) provides the benefit upon the occurrence of an accident
- b) may refuse in the event of a breach of duty

- c) is liable regardless of the contract
- d) always acts free of charge

30. A donation:

- a) is gratuitous
- b) requires a notarial deed for validity
- c) may be revoked
- d) may contain an instruction

31. Revocation of a donation is:

- a) possible in the event of gross ingratitude
- b) possible after execution
- c) always possible
- d) requires adherence to the deadline

32. Set-off and joint and several liability:

- a) set-off by one person acts against all
- b) only to the extent of his/her share
- c) possible for due receivables
- d) has *ex tunc* effect

33. Regarding regulations regarding standard contracts:

- a) the general rule is that lack of delivery excludes binding standard contract
- b) the abusive clause is not binding
- c) the contract is automatically terminated
- d) none of the above answers a-c are correct

34. The following are generally not subject to the review of abusiveness of standard contract terms:

- a) always the principal obligations
- b) clearly formulated provisions specifying the principal obligations of the parties
- c) secondary obligations
- d) provisions not individually agreed

35. Joint and several liability of debtors means:

- a) divisibility of the obligation
- b) proportional liability of debtors
- c) liability for the entire debt
- d) only subsidiary liability of debtors

36. Fulfillment of the entire obligation by one joint and several debtor:

- a) releases all others from the creditor
- b) causes recourse against the co-debtors
- c) has no effect towards others
- d) causes the extinction of the obligation

37. Personal objections of a joint and several debtor:

- a) may be raised by all
- b) only by that debtor
- c) by the creditor
- d) are irrelevant

38. If the non-performance of the contract occurred due to Reasons attributable to the person giving the deposit:

- a) the deposit is forfeited
- b) the deposit is refundable
- c) the other party may demand twice the amount
- d) the deposit loses its significance

39. Compensation:

- a) is a contractual penalty
- b) allows for withdrawal from the contract upon payment
- c) replaces compensation
- d) requires a notarial deed

40. The debtor should perform the obligation:

- a) in accordance with its content
- b) in accordance with the principles of social coexistence
- c) in accordance with established customs
- d) none of the above

41. A debtor is in default when:

- a) the debtor fails to perform the obligation
- b) fails to perform on time through his own fault
- c) fails to perform regardless of fault
- d) the creditor does not demand the obligation

42. Statutory set-off requires that the claims be:

- a) mutual
- b) of the same kind
- c) due
- d) actionable

43. The condition for an *actio pauliana* is:

- a) moral damage
- b) harm creditor
- c) lack of performance
- d) awareness of harm if the performance is for consideration

44. The time limit for pursuing an *actio pauliana* is (counting from the date of the injurious act):

- a) 1 year
- b) 3 years
- c) 5 years
- d) 10 years

45. A contract for specific work is a contract of:

- a) due diligence
- b) result
- c) mixed
- d) none of the above

46. According to the regulations of a contract for specific work, the contractor's liability includes:

- a) only willful misconduct
- b) warranty for defects
- c) guarantee
- d) no liability

47. Lease consists of:

- a) transfer of ownership
- b) handing over the item for use
- c) provision of services
- d) storage

48. Rent may be:

- a) only monetary
- b) only in kind

c) monetary or non-monetary

d) always specified

49. According to the Civil Code, a mandate concerns:

a) acts actual

b) legal acts

c) services only

d) advice only

50. The contractor:

a) acts on a risk basis

b) is liable for lack of diligence

c) is liable only for the result

d) none of the above

51. The agent generally acts:

a) in his own name

b) on behalf of the principal

c) as an intermediary entrepreneur

d) as an employee

52. The insurance contract is:

a) real

b) consensual

c) unilateral

d) gratuitous

53. The insurer's benefit:

a) always in cash

b) contingent on the occurrence of an accident

c) immediate

d) optional

54. A donation:

a) is payable

b) always requires a notarial deed

c) is gratuitous

d) is a mutual obligation

55. A donation may be revoked:

a) always

b) in the event of gross ingratitude

c) only within 1 year of its conclusion

d) never after performance

56. A preliminary contract without observing the specific form required for a final contract results in:

a) a claim for the conclusion of the contract

b) only a claim for damages

c) that the preliminary contract is invalid

d) the possibility of demanding full compensation

57. In the event of a significant partial performance of the obligation secured by a contractual penalty, the debtor may:

a) demand an automatic proportional reduction of the penalty

b) demand that the contractual penalty be moderated by the court

c) effectively evade payment of the penalty

d) demand a declaration of invalidity of the penalty provision

58. The effect of an abusive clause in a standard contract is:

- a) invalidity of the entire contract
- b) lack of binding force on the consumer
- c) administrative fine imposed on the entrepreneur by the Office of Competition and Consumer Protection
- d) relative invalidity of the contract

59. A joint and several debtor, after paying the entire debt:

- a) has no recourse against the remaining debtors
- b) has recourse against other joint and several debtors
- c) has recourse against the creditor
- d) none of the above

60. A creditor's default results in:

- a) transfer of the risk of loss of the item from the debtor to the creditor
- b) the possibility of demanding a contractual penalty
- c) invalidity of the contract
- d) invalidity of the contract

61. In the event of defective performance of the work, the ordering party may, as a rule:

- a) exercise its warranty rights
- b) demand compensation for damages under general principles
- c) withdraw from the contract in the cases provided for by law
- d) demand invalidation of the contract by operation of law

62. If the parties provide an item for use without the obligation to pay rent, the legal relationship is generally classified as:

- a) lease
- b) lending
- c) leasing
- d) irregular deposit

63. If neither the contract nor the circumstances indicate that the mandatary has undertaken to perform it without remuneration, the mandatary:

- a) is not entitled to remuneration
- b) is entitled to appropriate remuneration
- c) is entitled only to reimbursement of expenses
- d) is entitled to remuneration only if the mandatary is an entrepreneur

64. An agent is entitled to commission if:

- a) the contract was concluded with the agent's participation
- b) the act was performed during the term of the agency contract
- c) the contract was fully performed
- d) the agent acted with due diligence

65. An insurance contract is generally:

- a) always subject to payment, but the premium may be unpaid
- b) invalid if no premium is stipulated
- c) a paid (equivalent) contract, regardless of the method of payment contributions
- d) always free of charge

66. A donation that has not been made (before it is made) may be:

- a) revoked at any time
- b) revoked in cases provided for by law
- c) deemed invalid by operation of law
- d) unilaterally amended by the donor

67. Offsetting a time-barred receivable:

- a) is always inadmissible
- b) is permissible if the offset was possible before the limitation period
- c) requires court consent
- d) is effective only against entrepreneurs

68. The basic difference between a contract for specific work and a mandate is that:

- a) a contract for specific work is a result-based contract, while a mandate is a contract for diligent action
- b) differs only in form
- c) differs only in payment
- d) no differences

69. A lease agreement concluded for a period longer than one year without written form:

- a) is invalid
- b) is considered to have been concluded for an indefinite period
- c) is valid in its entirety
- d) requires a notarial deed

70. A contract for specific work is The principle expires:

- a) never expires
- b) upon the death of the mandatary
- c) solely by notice
- d) upon the execution of the mandate