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ANALYSIS OF THE LEGAL ASPECTS OF CIVIL AND CRIMINAL LIABILITY IN CONTRACTS

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Мадаві Н. Аналіз правових аспектів цивільної та кримінальної відповідальності в договорах.

Відповідальність вважається однією з найважливіших тем, до якої звертаються спеціалісти з права, і вона є однією зі старих і оновлених тем, поки існує договір і існує зобов'язання.

Загалом цивільно-правова відповідальність означає юридичну відповідальність за свої дії, які призвели до заподіяння шкоди іншій фізичній чи юридичній особі. Це юридичне зобов'язання, згідно з яким відповідач повинен відшкодувати збитки або виконати наказ суду щодо цивільного позову. З іншого боку, кримінальна відповідальність стосується юридичної відповідальності за дії, які порушують кримінальний закон і караються позбавленням волі, штрафом або іншими видами покарання.

У контексті договорів цивільна відповідальність виникає, коли одна сторона порушує договір і завдає шкоди іншій стороні. Потерпіла сторона може подати до цивільного суду позов про відшкодування збитків проти порушниці. Кримінальна відповідальність настає, коли сторона вчиняє шахрайство або бере участь у іншій злочинній діяльності під час укладення або виконання договору. У таких випадках сторона-порушник може бути притягнута до кримінальної відповідальності та може загрожувати ув'язненню або штрафам.

Незалежно від того, цивільне чи кримінальне, це те, що обговорювалося в цій статті, яка спиралася на групу досліджень і відповідно до юридичного підходу, застосованого в дослідженнях і дослідженнях, щоб отримати ряд результатів.

Договірне право врівноважує притягнення сторін до відповідальності за їхні обіцянки, водночас визнаючи, що не всі порушення є навмисним порушенням основних зобов'язань. У добросовісних суперечках засоби правового захисту спрямовані на те, щоб звільнити потерпілу сторону, а не на покарання порушника. Але за оманливе введення в оману та іншу незаконну договірну діяльність застосовуються суворіші цивільні та кримінальні санкції. Договірне право поєднує цивільну відповідальність, запобігання кримінальному шахрайству та справедливі засоби правового захисту, створюючи тонку, багатогранну систему правосуддя щодо договірних угод і спорів.

У статті встановлено, що закон збалансовує притягнення сторін до відповідальності за їхні обіцянки, водночас визнаючи, що не всі порушення становлять навмисне відхилення від основних зобов'язань. У добросовісних спорах засоби правового захисту спрямовані на те, щоб оздоровити потерпілу сторону, а не на покарання правопорушника. Але за введення в оману та іншу незаконну договірну діяльність застосовуються суворіші цивільні та кримінальні покарання. Договірне право поєднує в собі цивільну відповідальність, запобігання кримінальному шахрайству та справедливі засоби правового захисту для створення тонкої та багатогранної системи правосуддя щодо договірних угод і спорів.

Ключові слова: договір, кримінальне, цивільне, право, правові аспекти, відповідальність.

Madaoui N. Analysis of the legal aspects of civil and criminal liability in contracts.

Liability is considered one of the most important topics addressed by legal specialists, and it is one of the old and renewed topics as long as the contract exists and the obligation exists.

In general, civil liability refers to the legal responsibility for one's actions that result in harm to another person or entity. It is a legal obligation wherein the defendant must compensate the damages or follow the court's order with regard to the civil lawsuit . On the other hand, criminal liability refers to the legal responsibility for one's actions that violate criminal law and are punishable by imprisonment, fines, or other penalties .

In the context of contracts, civil liability arises when one party breaches a contract and causes harm to another party. The harmed party can sue the breaching party for damages in a civil court . Criminal liability arises when a party commits fraud or engages in other criminal activities while entering into or performing a contract. In such cases, the breaching party can be prosecuted in a criminal court and may face imprisonment or fines ·

Whether civil or criminal, this is what was discussed in this article, which relied on a group of studies and in accordance with the legal approach applied in studies and research, to arrive at a set of results.

Contract law balances holding parties accountable for their promises, while acknowledging that not all breaches are willful reneges of core obligations. In good faith disputes, remedies aim to make the aggrieved party whole, not punish the breacher. But for deceitful misrepresentations and other unlawful contract activities, harsher civil penalties and criminal sanctions come into play. Contract law weaves together civil liability, criminal fraud deterrence, and equitable remedies to produce a nuanced, multi-faceted system of justice surrounding contractual agreements and disputes.

The article finds that the law balances holding parties responsible for their promises, while recognizing that not all violations amount to a deliberate deviance from basic obligations. In good faith disputes, remedies aim to make the injured party whole, not to punish the wrongdoer. But for deceptive misrepresentations and other illegal contract activities, more severe civil penalties and criminal penalties apply. Contract law combines civil liability, criminal fraud deterrence, and equitable remedies to produce a nuanced and multifaceted system of justice surrounding contractual agreements and disputes.

Key words: Contract, criminal, civil, law, legal aspects, liability.

Introduction. In the complex world of contractual relationships, understanding the nuances of civil and criminal liability [1] is essential not only for legal professionals but also for businesses and individuals who enter into contractual obligations [2]. Contracts serve as the legal backbone for a vast array of transactions, ranging from simple agreements between two parties to multifaceted deals involving multiple stakeholders. However, the path from contract formation to fulfillment is not always smooth; disruptions often occur, resulting in breaches of contract. These breaches can have varying degrees of legal ramifications, falling under the purview of either civil or criminal law—or sometimes both.

The concept of contracts is as ancient as commerce itself, serving as the cornerstone of economic and social interaction. From multinational corporations securing billion-dollar deals to an individual renting an apartment, contracts are ubiquitous [3]. However, the ubiquity of contracts doesn't negate their complexity, especially when it comes to understanding the repercussions of breaching them. In today's rapidly evolving legal landscape, understanding the minutiae of civil and criminal liability in contractual agreements is of paramount importance. The stakes are often high—reputations, large sums of money, and even freedom may be on the line.[4]

This essay aims to serve as an exhaustive guide on the legal aspects of civil and criminal liability in contracts [5]. We intend to explore the nitty-gritty of contractual obligations, the mechanisms for enforcement, and the penalties for breaches. While the civil aspect [6] focuses on financial compensation and restoring the injured party to their original state as much as possible, the criminal aspect involves punitive measures and serves as a societal deterrent. The purpose is to disentangle the intricate threads that make up the fabric of contractual law and its enforcement mechanisms, both civil and criminal.

The objectives are manifold. First, we will examine the foundational principles of contract law that govern civil liabilities. This will involve a detailed look at what constitutes a breach of contract and the remedies available to the injured party. Second, we will delve into the more severe and less commonly understood realm of criminal liability. When does a contractual breach cross the line into criminal territory? What is the legal rationale behind criminalizing certain types of contract breaches? These are critical questions that require comprehensive answers.

Moreover, this essay **aims** to:

Distinguish between the theories of civil and criminal liability as they apply to contracts.[7]

Explore the role of intent and mens rea in determining the type of liability.

Evaluate the legal remedies available under both civil and criminal law.

Discuss landmark case studies and legal precedents that have shaped current interpretations.

Examine the ethical considerations that come into play in contractual breaches.

Assess the impact of digital contracts and emerging technologies on liabilities.

We will employ a multi-faceted approach, drawing on primary sources such as statutes and case law, as well as secondary sources like academic papers and expert commentary. The essay will also utilize comparative analysis, looking at how different jurisdictions approach the same issues, and providing a more rounded understanding of the subject matter.

By deconstructing the complexities of civil and criminal liability in contracts, this essay will offer a detailed analysis aimed at both legal professionals seeking to deepen their understanding and laypersons navigating the world of contractual obligations. The legal aspects of contracts are not just legalese; they are a reflection of societal norms, ethical considerations, and economic imperatives. Therefore, a thorough understanding of these aspects is not merely academic but

essential for functioning effectively in a complex, modern society.

This extended introduction sets the stage for a thorough exploration of the topic, promising a multifaceted analysis that addresses both the practical and theoretical implications of civil and criminal liability in contracts.

Main material.

1. Elements of a legally binding contract

A legally binding contract serves as the bedrock of countless business and personal transactions, outlining the terms and conditions of an agreement between parties. To be legally enforceable, a contract must have certain essential elements [8], which can vary somewhat depending on jurisdiction but generally include the following:

Offer and Acceptance: One of the most fundamental elements is the presence of an «offer» by one party and its «acceptance» [9] by another. The offer outlines what is being proposed in exchange for something else, usually specified in the acceptance.[10]

Intention to Create Legal Relations: Both parties must intend for the contract to be legally binding. This element distinguishes social arrangements from contractual ones; for example, accepting an invitation to a dinner party doesn't constitute a legally binding agreement.[11]

Consideration: A contract must include something of value exchanged between the parties, known as «consideration.» This could be monetary compensation, a promise to perform a service, or even a commitment to refrain from doing something.

Capacity: The parties involved must have the legal capacity to enter into a contract. This usually means they must be of legal age and sound mind. Certain groups, like minors or those declared mentally incompetent, usually can't form legally binding contracts.

Genuine Consent: The agreement must be made freely and voluntarily by all parties. Factors like duress, undue influence, or misrepresentation can invalidate this element.

Legality of Purpose: The objective of the contract must be legal. A contract to carry out an illegal act is not enforceable.

Certainty and Possibility of Performance: The terms of the contract must be clear and specific enough that the parties understand their obligations. Furthermore, the contract must be possible to perform; a contract to do something impossible is generally not enforceable.

Formalities: Depending on the jurisdiction and the nature of the contract, certain formalities like a written document or witnesses may be required. For instance, contracts related to real estate often need to be in writing to be enforceable.

Failure to satisfy any of these elements can render a contract unenforceable, making it essential to carefully consider each when drafting or entering into an agreement.

1.1. **Types of contracts**

Contracts are integral to the functioning of modern societies, facilitating a wide range of interactions between individuals, organizations, and governments. Depending on various factors, including the manner of creation, legality, and enforceability, contracts can be categorized into several types [12]:

1) **Express and Implied Contracts**

Express Contracts: These are agreements where the terms are explicitly stated by the parties, either orally or in writing.

Implied Contracts: Here, the terms are not expressly stated but are inferred from the behavior of the parties involved.

2) **Unilateral and Bilateral Contracts**

Unilateral Contracts: In these contracts, only one party makes a promise in exchange for an act by the other party. A classic example is a reward contract.

Bilateral Contracts: Both parties make promises to each other. Most business contracts fall into this category.

3) **Executed and Executory Contracts**

Executed Contracts: These are contracts where both parties have fulfilled their obligations. [13]

Executory Contracts: At least one party has obligations remaining. For instance, a lease agreement where future rent is due would be executory.

4) **Formal and Informal Contracts**

Formal Contracts: These contracts require some specific form or manner of creation, often in writing, to be legally binding. Examples include deeds, bonds, and negotiable instruments.

Informal Contracts: Also known as simple contracts, they don't require a specific form and can be verbal or written.

5) **Valid, Void, Voidable, and Unenforceable Contracts**

Valid Contracts: These satisfy all the elements required for a legally enforceable contract.

Void Contracts: These are not valid contracts to begin with, often because they lack an essential element like legality of purpose.

Voidable Contracts: These are contracts that are fundamentally valid but have factors such as misrepresentation or lack of consent, making them voidable at the option of one party.

Unenforceable Contracts: These are agreements that have all the elements of a valid contract but lack legal enforceability due to some technical defect, like the expiration of a statute of limitations.

6) **Fixed-Price, Cost-Reimbursable, and Time-and-Material Contracts**

Fixed-Price Contracts: The price for goods or services is set and will not change.

Cost-Reimbursable Contracts: The provider is reimbursed for allowable or defined costs but may also receive an additional payment.

Time-and-Material Contracts: This type combines aspects of both fixed-price and cost-reimbursable contracts, usually specifying a capped or maximum price.

7) **Standard Form Contracts**

Often used in consumer transactions, these are "take it or leave it" contracts where one party sets the terms, and the other can either accept or reject them, without negotiation.

Understanding the types of contracts is crucial for parties entering into any kind of agreement, as it shapes expectations, rights, and obligations, thereby influencing the outcome of disputes and negotiations. [14]

2. Breach of contract as civil liability

A breach of contract occurs when one party fails to perform according to the terms of the agreement. Contract law allows the non-breaching party to sue for monetary damages or specific performance. Monetary damages attempt to compensate the non-breaching party by putting them in the position they would have been in had the contract been properly performed. There are several types of compensatory damages that may be awarded. Reliance damages reimburse the plaintiff for expenses incurred in reliance on the contract prior to the breach. Expectation damages aim to give the plaintiff the benefit they expected to receive under the contract. Consequential damages cover any foreseeable losses incurred by the plaintiff as a result of the breach.

In awarding damages, courts seek to protect the non-breaching party's expectation interest by putting them in as good a position as they would have been had the contract been performed, not to punish the breaching party. The plaintiff has a duty to mitigate damages by taking reasonable steps to avoid losses caused by the breach. In limited cases, the court may order specific performance as an equitable remedy, requiring the breaching party to carry out their contractual duties. However, this is only utilized when monetary damages are inadequate, such as in transactions involving unique property. [15]

In sum, breach of contract is viewed as a civil wrong entitling the non-breaching party compensation for any losses suffered. While criminal penalties do not apply [16], the breaching party may still face significant financial consequences through civil litigation. Contract law aims to encourage parties to honor their agreements and provide remedy when they fail to perform. The availability of damages provides an incentive to fulfill contractual obligations.

Defenses against breach of contract

When sued for breach of contract, the defending party may raise several defenses to avoid liability. One common defense is impossibility or impracticability of performance [17], when an unforeseen event makes executing the contract extremely difficult, impractical, or risky. Examples include natural disasters, unexpected labor strikes, or new government regulations. The defendant must show they made reasonable efforts to perform regardless of the impediment. A related defense is frustration of purpose, when an unforeseen event undermines the basic reason the contract was made, destroying the expected value for one party. However, if the frustrating event was foreseeable, this defense does not apply. [18]

Another potential defense is lack of consideration. Courts require valid consideration (something of legal value exchanged between parties) to enforce a contract. If one party did not receive anything of value in exchange for their contractual promise, they can argue no consideration existed to form a binding contract. Similarly, if the consideration later fails for some reason, the contract may be discharged. Defendants may also claim misrepresentation or fraud, arguing they were deceived into entering the contract through false statements made by the plaintiff. If proven, fraud and material misrepresentation can make a contract voidable by the defendant.

In addition, defendants can argue the plaintiff failed to satisfy a condition precedent, a contractual requirement that must be fulfilled before their own performance is due. Until the plaintiff meets such conditions, the defendant's obligations are suspended. Statute of limitations may also apply if too much time has elapsed between breach and the lawsuit. Ultimately, many defenses focus on vitiating formation of a valid contract or excusing performance due to external factors to avoid liability for breach. While the plaintiff bears the burden of proving breach, the defendant must successfully support any affirmative defenses raised to be relieved of damages.

Misrepresentation and fraud as civil and criminal liability

Misrepresentation and fraud can lead to both civil liability and criminal penalties. In civil law, misrepresentation refers to a false statement of fact made by one party to convince another party to enter into a contract. It makes the contract voidable by the deceived party. There are two main types – fraudulent misrepresentation and negligent misrepresentation. Fraudulent misrepresentation requires the plaintiff to prove the defendant knowingly made a false statement about a material fact with intent to deceive the plaintiff, and that the plaintiff incurred damages as a result of relying on that statement. Negligent misrepresentation differs in that it does not require intent to deceive, just negligence leading to a false statement relied upon by the plaintiff.

The main remedies for misrepresentation are rescission, which voids the contract, and damages to compensate for losses. In criminal law, fraud often involves intentional deception for unlawful gain, going beyond just contracts. The legal elements center on knowingly making false representations with intent to defraud and deprive another of property or legal rights. Proof of damages is not required. Penalties can include fines, imprisonment, probation, and restitution. [19]

While misrepresentation focuses on misleading statements between parties to a contract, criminal fraud covers deceptive schemes against victims that aim to unlawfully obtain money or property. Examples include tax fraud, insurance fraud, credit card fraud, securities fraud, and Ponzi schemes. These activities violate statutes that prohibit [20] fraudulent misrepresentations, pretenses, promises, and concealment of material facts to others for financial gain. Criminal fraud requires prosecutors to establish intent to defraud beyond a reasonable doubt, a higher standard than civil liability. Defenses aim to undermine intent to defraud or awareness that statements were untrue. In sum, misrepresentation can allow rescission or damages in civil lawsuits, while criminal fraud requires prosecutors to prove intent to illegally deprive victims of money or property through deception. They serve as both civil remedies and criminal deterrents against dishonesty for financial gain. [21]

2.1. Statute of Frauds

The Statute of Frauds refers to state laws that require certain contracts to be in writing to be legally enforceable. The purpose is to prevent fraud and perjury in asserting oral contracts that were never actually made. The Statute typically applies to agreements for the sale of goods above a certain value, contracts that cannot be performed within one year, real estate transactions, marriage prenuptials, and promises to pay the debt of another party.

For example, a contract for the sale of a car worth $5,000 would need to be written and signed by the parties to comply with the Statute of Frauds. If an oral agreement is made, it would not be enforceable in court. Having a written document provides evidence that both parties consented to the terms, avoiding disputes over what exactly was promised. [22]

Contracts that will take over one year to be fully performed must also satisfy the writing requirement. A three-year employment contract could not be enforced if only an oral agreement existed between employer and employee. Leases extending beyond 12 months are similarly subject to the Statute. Any conveyance of interests in real property, such as a deed, must be written and signed. [23]

While the Statute of Frauds aims to limit fraud and uncertainty, there are exceptions. Part performance of an oral contract or clear evidence that one party will be unjustly harmed if it is not enforced may overcome the writing requirement. But in general, for large purchases, long-term deals, real estate, marriage contracts, and debt assumptions, the Statute demands signed writings and will override exclusively oral agreements.

The writing need not be a formal contract. Even handwritten notes, emails, texts, or memorandums with key terms may suffice if signed by the party to be charged. Without compliance, however, the court will not assist in enforcing the oral promises. In sum, the Statute of Frauds erects an important safeguard against fraud by requiring key contracts to be evidenced in writing.[24]

2.2. Unconscionable contracts

Unconscionable contracts are those that are so extremely unfair or one-sided that courts will refuse to enforce them. There are two main categories of unconscionability—procedural and substantive. Procedural unconscionability relates to flaws in the bargaining process, such as lack of meaningful choice for one party or an imbalance in bargaining power. Substantive unconscionability focuses on unreasonably harsh or one-sided contract terms. Courts often look for evidence of both procedural and substantive problems when evaluating unconscionability.

Procedural unconscionability can arise if one party has far greater bargaining power and essentially dictates the terms without good faith negotiation or meaningful choice for the weaker party. Evidence of duress, oppression, or high-pressure tactics that undermine free will may indicate procedural unconscionability. Elements of surprise may also play a role, such as hidden terms in fine print or complex language that the weaker party could not reasonably understand.

Substantive unconscionability involves contract terms that unreasonably favor one party or have overly harsh results for the other party. This includes severe restrictions on remedies, unreasonably large price differences for goods or services, excessive interest rates, and one-sided arbitration clauses intended to avoid legal liability for the stronger party. The terms must be so extreme that they "shock the conscience" to be deemed substantively unconscionable. [25]

If both flawed bargaining and unfair terms are present, courts have the discretion to refuse to enforce all or part of the contract based on overall unconscionability. Remedies may include severing unconscionable clauses, restricting their application, or voiding the entire agreement if permeated by unconscionability. However, if the contract is reasonably balanced overall or has legitimate business justifications, courts will typically enforce it. [26]

Unconscionability aims to prevent powerful parties from exploiting weaker counterparts and enforce fair standards of business ethics. The doctrine underscores that contracts necessitate an element of voluntariness and good faith bargaining between parties. Simply having lopsided terms does not make a contract unconscionable if freely and knowledgeably agreed upon. But if severe imbalances exist in both the bargaining process and substance of terms, overriding the weaker party's free will and consent, courts may intercede to prevent oppression. In sum, unconscionability serves as a protective doctrine against contractual overreaching and unfair surprise.

1.3. **Remedies for breach and unlawful contracts**

There are several civil law remedies available when a contract is breached or deemed unlawful. Damages are monetary compensation intended to place the aggrieved party in the position they would have been in had the contract been performed properly [27]. Reliance damages cover costs incurred in relying on the contract before breach. Expectation damages aim to give the party the benefit they expected from full performance. Restitution damages seek to restore any unjust enrichment gained by the breaching party. Specific performance is an equitable remedy requiring actual fulfillment of contractual duties, awarded when damages are inadequate.

Rescission is the cancellation of the contract, treated as if it never existed. It may be allowed if certain contracts are found illegal or voidable due to misrepresentation, fraud, duress, or incapacity. Reformation is the revision of the contract to reflect the true intentions of the parties in the case of errors or omissions in the writing. This enforces the agreement as it was meant to be originally made. Injunctions may be issued to prohibit specific actions in breach of the contract.

For unlawful contracts, the main remedies are rescission, restitution, and in some cases, severance of the unlawful provisions. If a contract violates public policy or statutes, courts will not enforce it. Rescission voids the agreement, requiring each party to return property or benefits conferred under its terms. Restitution prevents unjust enrichment by requiring payment for any benefits received under an unenforceable contract. Severance strikes the unlawful provisions while retaining any lawful terms, provided the remainder of the contract can stand alone. [28]

The remedies available depend on the circumstances and severity of the contractual issue. The overarching goal is to redress the wrong while avoiding unjustly harming either party. Breach of valid contracts focuses on damages to protect expectations and reliance interests. But unlawful contracts warrant different remedies aimed at voiding illegal terms and preventing illicit gains through restitution and rescission. These remedies overlay contract law with principles of equity, justice and public policy.

Conclusions. In conclusion, contract law aims to enforce parties' agreed upon obligations while providing remedies when those obligations are not met. Breach of contract typically engages civil liability through compensation of monetary damages or specific performance. Defenses allow parties to avoid liability if the contract formation was flawed or performance was impeded by external forces. While breach itself is not a crime, misrepresentation and fraud in the bargaining process can lead to both civil and criminal consequences. Statutes of Frauds, unconscionability doctrines, rescission, and severance provide additional protections against deception and unfairness in contract formation.

Ultimately, contract law balances holding parties accountable for their promises, while acknowledging that not all breaches are willful reneges of core obligations. In good faith disputes, remedies aim to make the aggrieved party whole, not punish the breacher. But for deceitful misrepresentations and other unlawful contract activities, harsher civil penalties and criminal sanctions come into play. Contract law weaves together civil liability, criminal fraud deterrence, and equitable remedies to produce a nuanced, multi-faceted system of justice surrounding contractual agreements and disputes.

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9. ALBALADEJO defines it as: "the declaration of will by which the person to whom he has offered to conclude the contract knows his consent to it," Albaladejo, Manuel. 1997. Civil Law. Law of obligations. Commitment and contract in general. Barcelona: Volume II, Volume 1°, Tenth Edition, edited by José María Bosch, p. 394. DÍEZ-PICAZO understands it as: "a declaration or act of the recipient of an offer showing approval or agreement with it", Díez-Picazo, Luis. 1996. Basics of Civil Heritage Law. introduction. Contract theory. Madrid: Volume I, Edition 5, Civitas Ediciones, p. 305. Ferry points out that the offer. "It is the declaration of will addressed by the offeror to the offeror and through which the contract is concluded," Ferri, Luigi. 2001. Private Autonomy. Granada: Ed Comares, p. 145. For Flume: "A declaration of acceptance is essentially the same as an offer, and, therefore, a declaration of will of the acceptor becomes effective when it reaches the offeror. It is not some independent unilateral legal act, but a part of the act that is the contract," Flume, Werner. 1998. Legal Business. Madrid: Editorial of the Cultural Documentation Foundation, p. 744. Galgano defines acceptance: "as the declaration of will made by the recipient of an offer to the offerer and through which the contract is concluded," Galgano, Francesco. 1992. Legal Business. Valencia: Editorial by Tirant le Blanche, p. 145. For Lalaguna: "Acceptance of an offer is the declaration of will by which the person to whom the contract proposal is made gives his assent," LALAGUNA DOMÍNGUEZ, ENRIQUE. 1993. Studies of civil law obligations and contracts. Valencia: Ed Tirant le Blanche, 2nd edition, p. 128. Von Thor understands that: "Acceptance is, as a rule, the same as an offer, a declaration of a receptive character, which can be freely revoked until it reaches the power of the offeror... and the acceptance need not be express." Von Thor, A. 1999. Treaty Obligations. Madrid: Tomo I, translated from the German and approved by W. Ríos, reprinted first edition, ed. Ríos, p. 139. Vial and Leon understand acceptance "as the unilateral legal act by which the addressee expresses his assent to it"; Vial del Río, Victor and Leon Boelma, Alberto. 1985. Civil Law. The general theory of legal acts and persons. Santiago: Ediciones Universidad Católica de Chile, p. 42.
10. Martinez de Aguirre. Ob. cit., page 366, after DÍEZ-PICAZO, indicates the following as conditions for acceptance: "1) It must conform to the offer in all its terms; (2) It must involve a final readiness to contract; 3) It is a receptive declaration of the will; (4) It may be implemented in any way, unless the offeror stipulates otherwise, or unless the contract is formal; 5) it must be timely." For GETE-ALONSO, MARÍA, the admission requirements are: 1) It matches the offer in all its conditions. 2) It must be a final declaration of will. 3) It must be timely. 4) Attract the bidder's attention. 5) Compliance with the requirements of the format, which is free in principle, Getty Alonso, Maria. 2000. The General Theory of Contract, in the Civil Law Manual. II. Law of obligations. religion. General theory of contract. Madrid:

Marcial Ponce, 3 ed., p. 575. Between us, Alessandri and Sommareva point out that: a) acceptance must be given while the offer is in effect. b) Acceptance must be timely, and c) Acceptance must be pure and simple, Alessandri, Arturo and Sommareva, Manuel. Civil Law Treaty. First volume. Santiago: Editorial of the Law of Chile. Mini electronic version. www.microjuris.cl/MJCH/Chile.cfm 19.04.2005.

11. Fried, Charles. Contract as Promise (1981). – Influential philosophical examination of contract theory and morality of promising. P 124.
12. We must point out that there is a new type of contract, which is electronic contracts, as Garcia Rubio says: "It is very common for electronic contracts, especially through open networks such as the Internet, to use clauses set by one of the parties, and set by him or a third party, which are usually included In a large number of contracts concluded by the willing party and the purchaser of the goods and services in question, who may or may not be a consumer «, García Rubio, María Paz. 2001. « The absolute invalidity of RD 1906/1999, of December 17, which regulates telephone and electronic contracting with conditions General", in Electronic Commerce on the Internet. Madrid: Ed Marcial Pons, p. 326. Expressing similar ideas, Rogel Vide points out that: "Electronic contracts concluded over the Internet are - in most, if not all cases - contracts subject to For general terms they include, given the dominant position of the provider of products or services, who cannot and does not want to discuss the terms of every contract it signs with every specific consumer. Being many decades. This and the impossibility of seeing what is being obtained makes it necessary to take the necessary precautions, making sure that consumers know the general conditions that will affect them and that there are, in them, no circumstances that could be considered offensive or that measures could be taken against them, if any," ROGEL VIDE, CARLOS. 2001. "Electronic contracts, their types and the moment of their completion," electronic publication Derecho sobre Internet, http:// derechosobreinternet.com, p. 8. Carrascosa, Pozo and Rodriguez also maintain the direct relationship between electronic contracts and the use of contracts of adhesion, Carrascosa, Valentin, Pozo; M. A. A., Rodriguez, E.B. 1999. Information Technology Contracting: The New Contractual Horizon. Electronic and Computer Contracts. Granada: Segunda Edición, Comares Editorial, p. 2.
13. NORONHA, Fernando. Contract law and its fundamental principles: private autonomy, good faith and contractual justice. São Paulo: Saraiva, 1994, p. 22.
14. F. Streteanu, R. Chiriţă, Criminal liability of legal entities in Belgian law, «Criminal Law Review» no. 1/2000, p. 112.
15. A two-step process is methodologically used to determine adequate consequences: 1) first, the conditio sine qua non test is applied, i.e. i.e. determining whether there is even a causal link between the conduct and the harm; 2) after the confirmation of the conditio sine qua non test, the second test follows – whether the consequences are «normal», i.e. i.e. whether the conduct (action or inaction) is generally (statistically) harmful or conducive. For more details see: Principles, Definitions and Model Rules of European Private Law. Prepared by the Study Group on a European Civil Code and the Research Group on EC Private Law (Acquis Group). New York: Oxford University Press, 2010, p. 3431.
16. Burceag M., Criminal liability of the legal entity in the new Criminal Code, «Pro Lege» no. 1/2006, p. 205; Gh. Margărit, The Concept of criminal liability of the legal person in the new Criminal Code, «Law» no. 2/2005, p. 103; G. Dimofte, C. Rus, Criminal liability of the legal entity, «Revista de Drept Penal» no. 1/2005, p. 122; M. K. Guiu, Criminal liability of the legal person, «The Law» no. 8/2005, p. 158
17. Grivkov O. Conclusion of contracts: requirements legislation. Legislation and economics. M.,1999. Issue. 6. pp. 46–51.
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RIO GRANDE DO SUL. State Court of Justice. Jurisprudence. Available at: <http://www.tjrs.jus.br/busca/?tb=jurisnova>. Accessed on:31 Oct. 2012.
18. Patsurkivskyi Yu.P. Concept of principles good faith, reasonableness and justice in civil law. Scientific Bulletin Chernivtsi University. 2004. No. 212. P. 44–48.
Pogribnyi S.O. Mechanism and principles of regulation of contractual relations in civil lawrights of Ukraine: monograph. Kyiv: Pravova unity, 2009. 304 s.
19. F. Streteanu, R. Chiriţă, Criminal liability of legal entities in Belgian law, «Criminal Law Review» no. 1/2000, p. 112.
F. Streteanu, R. Chiriţă, Criminal liability of legal persons, Ed. C.H.Beck, Bucharest, 2007; H. Diaconescu, Este the criminal liability of the legal person in Romanian

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21. M. Burceag, Criminal liability of the legal entity in the new Criminal Code, «Pro Lege» no. 1/2006, p. 205; Gh. Margărit, The Concept of criminal liability of the legal person in the new Criminal Code, «Law» no. 2/2005, p. 103; G. Dimofte, C. Rus, Criminal liability of the legal entity, «Revista de Drept Penal» no. 1/2005, p. 122; M. K. Guiu, Criminal liability of the legal person, «The Law» no. 8/2005, p. 158.
22. Restatement (Second) of Contracts (1981). Provides definitions and explanations of key contract law principles. p. 87.
23. Calamari and Perillo, The Law of Contracts (7th ed. 2014). Another seminal textbook on contracts with detailed analysis. p. 87.
24. Podolsky, Eric R. "Punitive Civil Sanctions: Supreme Court Contradictions." Journal of Legislation 24 (1998): 193–212. Compares civil vs. criminal fraud penalties. p. 21.
25. Uniform Commercial Code – Outlines the primary statutory laws governing contracts for the sale of goods.
26. Fried, Charles. Contract as Promise, op. cit. p. 32.
27. Calamari and Perillo, The Law of Contracts (7th ed. 2014). Another seminal textbook on contracts with detailed analysis. p. 54.
28. Podolsky, Eric R, op. cit. p. 32.