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Sub-clause 20.1 of the FIDIC contract terms under civil and common law

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Abstract— **The purpose of the paper is to discuss the problems arising from the application of sub-clause 20.1 of the FIDIC contract templates in the civil and common law countries. For these considerations, the author chose the red and yellow book editions of 1999 in unmodified versions. The paper tries to determine whether it is possible to implement the sub-clause in their original wording in the above-mentioned legal systems. Another aspect under the scrutiny of the author is the legal nature of provisions of 20.1 sub-clause which concern, in particular, the issues related to the 28-day deadline for filing a claim and releasing the contracting authority from the obligation to provide compensation as a result of the Contractor's failure to meet the indicated deadline. The research was conducted using the legal-comparative method. With regard to the civil law system, the analysis concerned the compliance of the sub-clause provisions with mandatory standards, in particular Article 119 of the Civil Code, and Article 353¹ in conjunction with Article 58 of the Civil Code. When it comes to the common law jurisdiction, the study concerned the consequences of failure to comply with the obligation imposed by the sub-clause on the Contractor in the light of the prevention principle and on the basis of praemia that law does not arise from injustice. As a result of the conducted research, it was found that sub-clause 20.1 of the FIDIC contract terms requires prior modifications both in civil and common law countries and adaptation to the requirements of the law in force in the country in which it is to be implemented.**

Index Terms— FIDIC, civil law, common law, sub-clause 20.1, claim, construction contract.

I. INTRODUCTION

The International Federation of Engineers and Consultants (fr: Fédération Internationale Des Ingénieurs-Conseils, FIDIC) was founded in 1913 by organizations bringing together engineers from France, Belgium and Switzerland. It quickly became an international institution and started to publish contracts based on the British ICE (the Institution of Civil Engineers) contracts and ACE (the Association of Civil Engineers) contracts (Bunni, 2005). The contracts which are now referred to as FIDIC model contracts or templates were born out of the common law system. Therefore, a number of provisions included in the templates are found questionable while they are applied in the civil law system. Problems arise also during their implementation in the system of the positive law. An example of the above is sub-clause 20.1 of the FIDIC terms in the wording from red book (the Conditions of Contract for Construction for Building and Engineering Work Designed by the Employer) and yellow book (Conditions of Contract for Plant and Design-Build Contract) published in 1999, which in their wording are identical and to which, due to their greatest popularity, this publication will be narrowed down. The clause states that *if the Contractor considers himself to be entitled to any extension of Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as possible, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstances. If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended. The Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liabilities in connection with the claim. Otherwise, the following provisions of this sub-clause shall apply* (FIDIC, 2008). The thesis presented in this paper concerns the purposefulness of application of this sub-clause in the aforementioned legal systems in its unmodified original wording. Another aspect under examination is the legal nature of its provisions. The research was carried out in accordance with legal-comparative method, and the deliberations concern mostly issues related to the 28-day deadline for submitting notification of the claim and the release of the contracting authority from the obligation to provide compensation as a result of failure to meet the indicated deadline by the Contractor. In relation to the civil law system, an analysis of the compliance of the provisions of the sub-

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clause with mandatory standards was carried out on the example of Polish law, in particular with Article 119 of the Civil Code, and Article 353[1] in connection with Article 58 of the Civil Code. With respect to the common law jurisdiction, the research concerned the effects of failure to comply with the obligation imposed by the sub-clause on the Contractor in the light of prevention principle and according to praemia that law does not arise from injustice.

II. CIVIL LAW

Considerations on the application of sub-clause 20.1 in the continental legal systems in its original wording should begin with the analysis of the compatibility of the provisions of the sub-clause with the normatively indicated *ius cogens* formula. On the basis of the Polish law, in the light of the risk of replacing contract terms with code solutions, it is necessary to examine the validity of provisions of the sub-clause with respect to the mandatory standards contained in Article 119 of the Civil Code, and Article 353[1] in connection with Article 58 of the Civil Code.

In the doctrine there are two opposing positions. The courts have ruled on many occasions on the issue of the time limits for the submission of claims by a Contractor to an Engineer of a contract (the so-called claims), as defined in the FIDIC model contracts, not infrequently recognising them as modified by the parties, which resulted in the invalidity of the provisions and their replacement with regulations specified in Article 119 of the Civil Code (Olszewski, 2010). In the justification to the judgment of the District Court in Warsaw of 11 July 2012, it is written that *the provisions of clause 20.1 of the FIDIC, to the extent that they provide for the expiry of the claim in the event of its late submission, are invalid because they are intended to circumvent the law. (...) the introduction of such a regulation results in a contractual modification of the limitation institution, introducing in its place abnormally shorter deadlines, i.e. periods which have legal effects much more far-reaching than the effects of expiry of the limitation periods* (the District Court in Warsaw, 2012). According to the court, such edition of sub-clause 20.1 violates provisions of Article 119 of the Civil Code, but also Article 353[1] in connection with Article 58 of the Civil Code, *and there is no reason to assume that the scope of contractual freedom is so far-reaching that it can be considered admissible to freely create time limits resulting in the expiration of property claims* (the District Court in Warsaw, 2012). The District Court in Warsaw, in a ruling issued in 2016, also declared sub-clause 20.1 invalid. Referring to the content of the Civil Code, the court held that Article 353[1] of the Civil Code does not give the parties the possibility to establish contractually binding complaint deadlines under pain of expiry of the law. The court pointed out *that claims and other rights are subject to the effect of time limits set only in the cases provided for in the Act and only on the expiry of the time limits specified in individual provisions. Only limited civil law rights, which are expressly provided for in the Act, are limited by the time claims* (the District Court in Warsaw, 2016). Interestingly, the court stated that *there are no obstacles to fully take into account the sanction in the form of termination of the claim in the scope of these rights, which have their source only in the contract of the parties, and do not arise from the provisions of generally applicable law, and especially do not arise from circumstances related to improper performance of the contract by the contracting authority* (the District Court in Warsaw, 2016). In its reasoning, the court paid special attention to issues related to compensation for the costs arising from the breach of the contract by the contracting authority itself.

However, in the analysis of sub-clause 20.1, one should also consider the contrary standing on the topic. The limitation institution described in Article 119 of the Code of Civil Procedure, concerns the creditor's ability to avoid the claim that is already due and which, as a result of the expiry of the time specified in the Act, does not expire, becoming a natural obligation, and the obligation to satisfy it continues. In contrast, the 28-day contractual period for notification of the claim defines the time until which the party can effectively request time extension or additional payment. In accordance with sub-clause 20.1, *the Execution Time will not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be released from all liability in connection with such a claim* (FIDIC, 2008). The introduction of a notification element in the contract is only a premise, the fulfillment of which causes the creation of rights specified in the contract on the part of the Contractor, which is within the limits of the freedom of contracts. It should also be noted, as correctly stated by J. Glover, which also results from the literal wording of the sub-clause, that the obligation imposed on the Contractor concerns the notification of the right of the party, and not of the circumstances justifying the creation of the right (Glover, 2007). In contrast to the contractual terms of NEC4, where the notification specified in sub-clause 61.3 concerns strictly the circumstances justifying the claim, *the Contractor notifies the Project Manager of an event which has happened or which he expects to happen as a compensation event* (NEC4, 2017), and not the Contractor's subjective conviction of an entitlement to the compensation.

Freedom of contract is not denied by the concept of interpretation of sub-clause 20.1 proposed by the Court of Appeal in Warsaw in which the so-called contractual deadline is used. In the explanatory memorandum of 13 March 2013, the court stated that it shared the view *(...) as to the possibility of contractual reservation of a deadline after which the creditor's claims expire. Such regulation falls within the scope of Article 353[1] of the Civil Code, the principle of freedom of contract, is not in particular contrary to the provisions of law, including Article 119 of the Civil Code (...) The effects and functions of curfews and limitation periods are different* (the Court of Appeal in Warsaw, 2013).

With regard to the above quoted statements of the District Court in Warsaw concerning the contractual issue of modification of the limitation periods, it is worth recalling the resolution of a panel of seven judges of the Supreme Court of 19 May 1969 on the validity of the legal rule concerning the relationship between the institution of the limitation period and the final dates. The panel stated that, apart from the limitation

period *regulated in Title VI of Book 1 of the Civil Code, there are other types of time limits for pursuing claims, the expiry of which results different and more severe than the effects provided for in the statute of limitation, which cannot, therefore, be included in the limitation period (...), and the "characteristic" feature of these terms is that their expiry causes the claims to* lapse (the Supreme Court, 1969). Thus, the statute of the limitation period should not be confused with the final dates.

There is, therefore, no obstacle to classify the time specified in the FIDIC templates for submitting a notification of the claim as a contractual term reserved by the parties. Such a contractual stipulation of the deadline in the content of sub-clause 20.1 was also recognized as binding by the District Court in Warsaw, which in its justification to the judgment of 7 March 2012 stated that *the provisions of the contract excluded the possibility of demanding additional payments in the event of failure to report them in the prescribed manner and time. The plaintiff filed his claims after the end of the contract, and thus it should be considered that the plaintiff's claims have expired* (the District Court in Warsaw, 2012). The procedure described in sub-clause 20.1 in the version proposed by the authors of the templates, also did not meet with criticism of the Supreme Court, which, when dealing with the issue of parties' access to arbitration, in the justification to the ruling of 19 March 2015, IV CSK 443/14 stated *that it is obligatory for the Contractor to submit the claim to the contract Engineer, and failure to comply with the procedure provided results in the contracting authority being released from liability* (the Supreme Court, 2015).

The legislature itself introduced a term with a similar effect in Article 563 § 1 of the Civil Code. There are some similarities between the two constructions. Under Article 563 § 1 of the Civil Code, the buyer loses his warranty rights if he does not immediately notify the seller of the defect. In both cases, the rights of the party who did not notify the other party of its right expire. However, the judgment of the Supreme Court of 23 March 2017, in which the court unequivocally stated that, under the Polish law, the effectiveness of the reservation of the time limit for filing the claim as a contractual notification period, during which the other party should be notified of the circumstances, under pain of losing certain rights, confirming that the nature of the time limit, is similar to the aforementioned statutory deadline to perform the act of diligence indicated in Article 563 of the Civil Code. In the light of arguments presented above and the case law of common courts, one should disagree with the view that such a contractual settlement of the time limit for making a claim exceeds the scope of contractual freedom.

Attention should be paid, however, to the short notice period reserved by the parties. In contracts whose subject is connected with construction or renovation of a building, the 28-day deadline for submission of notification calculated from the *moment when the Contractor learned or should find out about (...) the event or circumstances* will be insufficient to detect the circumstances giving rise to the claim, or to formulate it properly. It is surprising that despite conducting an in-depth analysis, the deadline for filing claims was not referred to by the District Court in Warsaw on the occasion of the verdict of 11 April 2016, XXV 561/15, although the deadline, as examined by the the court, was shortened from the usual 28 days to 14 days. Therefore, the arguments of the District Court in Warsaw presented in the justification to the judgment of 11 July 2012, seem to be accurate in so far as the court indicated violation of Article 353[1] in connection with Article 58 of the Civil Code. This violation, however, does not constitute a contradiction of provisions regarding the introduction of a contractual time-limit for filing the claims with the Act, but on the possible opposition of the resulting legal relationship to the principles of social coexistence. Establishing such a short deadline for submitting a notification means that it is practically impossible for the Contractor to notify, which may, as a consequence, unduly favor the contracting authority. B. Kordasiewicz argues that *with respect to contractual deadlines, the scope of possible interference is wider, based on the allegation of abuse of individual rights* (Kordasiewicz, et al. 2008). The above observation is also confirmed by analogies to be found in his earlier arguments where he assumed that the admissibility of contractual modification of deadlines should be assessed individually for each of the deadlines. Consequently, it seems appropriate that contractual time limits should be also subjected to such analysis.

It should also be mentioned that the fragment of sub-clause 20.1 claiming that *the contracting authority will be released from all liability under the claim* should be interpreted in accordance with the mandatory provision of Article 473 § 2 of the Civil Code. Otherwise, such a provision would have an effect contrary to the Act, exempting the contracting authority from liability for damage that may be caused to the Contractor intentionally. The question remains whether this exemption from all liability also applies to tort liability. Undoubtedly, as a rule, contractual exemption from liability *ex delico* is permissible under the Polish legal system (Malinowska, 2017). However, bearing in mind the justification for the Supreme Court's judgment of 23 March 2017 in which the court ruled that *the exemption from liability applies only to the contracting authority's contractual liability, and therefore its application in the event of a breach of the notification deadline adopted therein could lead to at most, the Contractor's right to request the contracting authority to pay remuneration for additional works based on the provisions of the contract* (the Supreme Court, 2017), the exemption from liability does not extend to torts. Therefore, the court, in line with its previous reasoning, allowed, pursuant to Article 405 of the Civil Code, the possibility to seek compensation in the event of the Contractor's failure to meet the notification deadline, explaining that *there are no grounds for assuming that clause 20.1, in the event of failure to meet the deadline provided for therein, also excluded the contracting authority's liability under the provisions on unjust enrichment, which constitute a separate statutory, non-contractual basis for liability and its exclusion by contract (Article 473 of the Civil Code) would have to be clear and unambiguous. The exclusion of such liability does not result from the content or socially and economically justified purpose of this clause* (the Supreme Court, 2017). With respect to the

above, it can be assumed that the court would not subscribe to the automatic exclusion of the tort liability of the contracting authority pursuant to provisions of sub-clause 20.1. The thesis claiming that the ordering party wishes to charge the Contractor with a contractual penalty as a result of the contractor's failure to recognize the claim for additional time for completion only due to the contractor's failure to give a timely notice, is confirmed in the Supreme Court's judgment of 27 September 2013. The court indicated that both doctrine and jurisprudence accepts that the debtor's liability under the contractual penalty is conditioned by the prerequisites of Article 471 of the Civil Code. Therefore, the court argued that *the contractual penalty constitutes contractual damages and is entitled to the creditor only if the non-performance or improper performance of the contract is a consequence of circumstances for which the debtor is responsible.* As a result, pursuant to Polish law, the ordering party cannot benefit from its own breach of contract or tort if the Contractor fails to notify the claim in time.

On the sidelines of the considerations concerning the application of sub-clause 20.1 in the Polish legal system, it is worth recalling the complications that occur with respect to FIDIC contracts under German law. Basically, a party who does not make a claim within the contractual deadline, will be deprived of the right to additional payment or time (Klee, 2015). However, with reference to Article 307 of the Bürgerliches Gesetzbuch (hereafter BGB), practitioners point out to the invalidity of provisions when, by acting contrary to the principles of good faith, a party puts the other party to a legal relationship at an unjustified disadvantage, or the contractual provisions are formulated exclusively in favor of one of the parties. An unjustified disadvantage is considered to be a situation where a provision does not comply with fundamental principles of law or limits fundamental rights or obligations related to the nature of the contract to such an extent that the achievement of the purpose of the contract is endangered. Therefore, the time limits set out in sub-clause 20.1 may be considered by the court to be too short, which will consequently lead to the invalidity of the provisions of the whole sub-clause. Therefore, in both doctrine and case-law (including the judgment of the Oberlandesgericht München of 16 November 1993), there are voices that it is unreasonable for the contracting authority not to recognize a materially justified claim solely because the contractor has failed to comply with the formalities set out in sub-clause 20.1. The content of the clauses must also comply with the mandatory standards set out in the German Standard Form Contract Act (Gesetz zur Regelung des Rechts der Allgemeinen Geschäftsbedingungen, ABGB). The above considerations are leading to the conclusion that the content of the aforementioned sub-clause is detrimental to the Contractor, which consequently results in its invalidity pursuant to Article 9 of ABGB which states that the provisions are ineffective if they unjustifiably harm the other party contrary to the principles of good faith.

III.COMMON LAW

Despite the fact that the FIDIC model contracts derive from the system of positive law, also in this system the provisions of sub-clause 20.1 raise considerable controversy. In the research concerning the common law system, the author examined the consequences of failure to comply with the Contractor's obligation to submit notice in due time in the context of the prevention principle and the Anglo-Saxon rule that the law does not arise from injustice.

According to the prevention principle*,* the Contractor is protected against payment of contractual penalties for delay in the performance of the obligation due to an act or omission on the part of the contracting authority. Bearing in mind the lack of code provisions, the idea behind establishing the principle that *no one can obtain an advantage by its own wrong* was precisely to eliminate the situation in which a party would benefit from its breach of contractual provisions. In the event of an obstacle to the performance of the contract arising from the acts of the contracting authority e.g. a failure to provide a construction site or project documentation, ordering additional work, non-delivery of building materials, delay in the transmission of instructions; the Contractor is not bound by the completion deadline specified in the contract. The deadline then becomes indefinite, which means that the work must be completed within *reasonable time*. This means that the provisions on contractual penalties in the event of a delay due to the lack of a precisely defined deadline, as the deadline is no longer binding, cease to apply, and thus the contracting authority may only demand compensation for damage on general terms. This also explains the reason why the authors of the templates described in the contract, unprecedented in the domestic contract texts, proposed such an extensive and formalised *claim notification* procedure by the Contractor. Therefore, when concluding a contract under common law, it will be beneficial for the contracting authority to include in the contract a clause containing a mechanism for extending and redefining the time for completion (the so-called *extension of time clause, EOT*), which was also included by the authors of the FIDIC templates.

However, in the view of the above, sub-clause 20.1 of the FIDIC contract templates may still contradict the principle mentioned in the introduction. According to its current wording, the clause allows the ordering party to demand payment of *contractual penalties* for a delay resulting from an act or omission of the ordering party in the event that the Contractor fails to submit a timely notification of the claim. According to the provisions of the clause, in this case *the time will not be extended and the Contractor will not be entitled to additional payment* (FIDIC,2008). The courts treat the submission of the notification by the Contractor as a *conditio precedent*. This is a concept similar in nature to the institution of a condition precedent known under Polish law. Such formulation of sub-clause 20.1 with respect to notification of a claim, fulfils all conditions required for *conditio precedent* set by the House of Lords in the case of Bremer Handelgesellschaft mbH v Vanden Avenne Izegem PVBA. There is little chance, that if the parties include an ETA clause in the contract, the Contractor will be exempted from paying contractual penalties by the court pursuant to the *prevention principle*. In the case of

Turner Corporation Pty Ltd v Austotel Pty Ltd, the court held that failure to give notice excludes *prevention principle if the Builder, having a right to claim an extension of time, fails to do so, it cannot claim that the act of prevention which would have entitled it to an extension of time for Practical Completion resulted in its inability to complete by that* time (the Supreme Court of New South Wales, 1992).

However, there are cases, such as the case of City Inn Ltd vs. Shepherd Construction Ltd in which the court, due to the circumstances of the case, ruled in favor of the Contractor who did not give the notification under the terms of the contract. However, in each case the validity of notification provisions should depend on a specific case (Tolson, Glover, 2008). The judgment of the CIA Borcad & Panona SA vs. GeorgeWimpey & Co [1980] 1 Lloyd Rep 598, in which the court held that the principle of fundamental justice is that if a party's action resulted in improper performance of an obligation by reason of its obligation or circumstances for which it is responsible, this party cannot benefit from that. Which means that if the contracting authority has knowledge of the circumstances justifying the additional payment or time, regardless of whether it received the notification from the Contractor or not, then it will not always be the case that raising the charge of not receiving the notification will release the contracting party from the obligation of additional payment or the obligation to extend the time for completion of works (Klee, 2015). A. Wybranowski, however, is of a different opinion when it comes to the consequences of failure to notify under the common law system. He claims that *while under English law the provisions of clause (...)20.1 of Red Book 1999 are sufficient to consider that the denial of time extension due to the lack of notification, automatically determines the legitimacy of the calculation of the contractual penalty, under Polish law and under the discussed judgment of the Supreme Court, those provisions lead to a conclusion to the contrary* (Wybranowski). As it has already been signalled, in accordance with the position of the Supreme Court's which stated that *the fact that the Contractor did not apply for the extension of time due to a delay caused by defaults of the contracting authority, did not deprive the Contractor of the right to invoke, in the contractual penalties proceedings, the fact that the reason of the delay lies on the part of the contracting authority* (the Supreme Court, 2013). It is then unfounded to charge the Contractor with contractual penalties due to the fact that the works were not completed within the deadline which was not extended because the Contractor's failed to file the claim for time extension.

It is no coincidence that the authors of NEC3, a competitor to FIDIC, in a clause on claim filing which is very similar to sub-clause 20.1, explicitly took into account the principles of the case-law by including a provision that in the event of the Contractor’s failure to give notice within the contractual period *the Contractor is not entitled to a change in the Prices, the Completion Date or a Key Date unless the Project Manager should have notified the event to the Contractor but failed to do so* (NEC4, 2017).

IV. CONCLUSIONS

To sum up the above considerations, it should be stated that both in civil and common law, the time specified in sub-clause 20.1 of the FIDIC contract terms and conditions for notifying the Engineer of the claim must be regarded as effectively reserved and entailing identical legal consequences in the form of no extension of the time limit for completion or no additional payment by the Contractor. In both systems, however, there are situations where the court, on a case-by-case basis, may rule otherwise. Indeed, regardless of the arguments presented above, the Polish Supreme Court, in its judgment of 23 March 2017, also allowed for another possibility, claiming at the end of the argument that the effectiveness of such a contractual reservation with respect to a specific claim is subject to examination from the point of view of the principles of Article 353[1] in conjunction with Article 56 of the Civil Code on the basis of the legal relationship in which the reservation was made. And the court in the City Inn case stated that the circumstances of each situation should be considered because the circumstances of the case may determine the provisions concerning the time limit for making a claim to be non-binding. In the view of the above, in order not to expose the parties to problems of interpretation in the future, they should make appropriate modifications to the content of the sub-clause 20.1 already at the stage of preparation of the contract.

V. REFERENCES

[1978] 2 Lloyd’s Rep. 113, (HL) per Lord Salmon.

[1992] Turner Corporation Pty Ltd v Austotel Pty Ltd.

[2007] CSOH 190; City Inn v Shepherd Construction.

Bunni, N. (2005). The FIDIC Forms of Contract. Cornwall: Blackwell Publishing.

Decision of Oberlandesgericht München of 16 November 1993, 9 U 3155/93.

Decision of the District Court in Warsaw of 11 July 2012, XXV C 647/11.

Decision of the District Court in Warsaw of 11 June 2012, XXV C 567/11.

Decision of the District Court in Warsaw of 11 April 2016, XXV 561/15.

Decision of the District Court in Warsaw of 7 March 2012, XXV C 249/11.

Decision of the Supreme Court of 23 March 2017, V CSK 449/16.

Decision of the Supreme Court of 19 March 2015, IV CSK 443/14.

Decision of the Supreme Court of 27 September 2013, I CSK 748/12.

FIDIC, Warunki kontraktowe dla budowy dla robót inżynieryjno – budowlanych projektowanych przez Zamawiającego, wydanie angielsko-polskie niezmienione 2008 (translation of the 1 issue 1999), (Conditions of contract for construction for building and engineering works designed by the Employer).

FIDIC, Warunki kontraktowe dla urządzeń oraz projektowania i budowy dla urządzeń elektrycznych i mechanicznych oraz robót inżynieryjnych i budowlanych projektowanych przez wykonawcę wydanie angielsko-polskie niezmienione 2008 z erratą (translation of the 1 issue 1999), (Conditions of Contract for Plant and Design-Build; for electrical and mechanical plant, and for building and engineering works designed by the contractor; General Conditions; Guidance for the preparation of particular conditions; forms of letter of tender, contract Agreement and dispute adjudication agreement).

Glover, J., (2008). Fidic: An Overview The latest developments, comparisons, claims and a look into the future.

DOI: 10.5604/01.3001.0013.6828 ASEJ ISSN: 2543-9103 ISSN: 2543-411X (online)

Klee, L. (2015). International Construction Law. Wiley- Blackwell.

Kordasiewicz, B. (2008). System Prawa Prywatnego, vol. 2: Prawo cywilne – część ogólna. Warszawa.

Malinowska, A., (2017). Uwagi w przedmiocie umownego ograniczenia odpowiedzialności deliktowej, Rynek- Społeczeństwo-Kultura, (26).

NEC, Engineering and Construction Contract, NEC3, 1995.

Olszewski, A., (2010). Kontraktowe procedury rozwiązywania sporów w umowach o roboty budowlane opartych na wzorcach umownych FIDIC – w świetle prawa polskiego, Monitor Prawniczy, Legalis.

Resolution of the Supreme of 19 May 1969, III CZP 5/68.

Tolson, S. and Glover, J. (2007). Time bars in construction and global claims, [online] Fenwick Elliott. Available at: https://www.fenwickelliott.com/sites/default/files/Time%20bars%20in%20constructions%20contracts%20and%20global%20claims.pdf.majeure

Wybranowski, A. O karach umownych i Warunkach Kontraktowych FIDIC - Sąd Arbitrażowy przy SIDiR. [online] Sąd Arbitrażowy przy SIDiR. Available at: http://arbitraz-sidir.pl/publikacje/o-karach-umownych-i-warunkach-kontraktowych-fidic/.