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Fact Sheet
Standard Terms and Conditions (ST) on a B-to-B level – UKRAINE (September 2012)

1. How must ST be made applicable on business contracts?	There is no special legislation regulating use of ST. Nevertheless, ST can be used on the basis of general rules set forth by the Civil Code of Ukraine. ST shall be considered as incorporated into a contract when they are signed by both contracting parties.
2. Is there a requirement to highlight unusual, or particularly onerous clauses in ST in order for these clauses to be valid?	There is no such requirement.
3. Can clauses in ST be challenged by the contract partner once the contract has been entered into?	Clauses in adhesion contracts on a B-to-B level can be recognised as invalid by the court when they violate the rights and lawful interests of the other party (e.g. clauses which exclude or limit the liability, permit unilateral termination of the contract, stipulate unreasonably high penalties for repudiation of a contract).
4. Must the ST be registered at the Chamber of Commerce or other authority?	There are no obligations to register terms and conditions.
5. What if the contract is concluded electronically?	The contract and the terms and conditions must correspond to the requirements for electronic documents, in particular, must contain electronic signatures.
6. How does the law deal with a “battle of the forms”, meaning a situation in which both parties seek to incorporate their own ST into the contract?	According to general rules, the contract is considered to be concluded only since the moment when the parties agreed all essential clauses of the contract. Furthermore, acceptance of an offer on the other conditions than it was offered, shall constitute a counter offer.

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