Annex 4

Summary of academic achievements

presenting a description of the scientific achievements and rack record, in particular those referred to in Article 16(2) of the Act of 14 March 2003 on Academic Degrees and Scientific Title and the Title in the Field of Art (Journal of Laws of 2017 item 1789)

1. Name and surname

Ewa Wojtaszek-Mik

2. Diplomas and degrees held

In 1988, after graduating from the Department of Law and Administration at the University of Warsaw, I received the Master's degree in Law and a diploma with a very good result, on the basis of my Master's thesis entitled *Odpowiedzialność cywilna z tytułu szkód wyrządzonych nasciturusowi* [Civil liability for damages caused to nasciturus], written under the supervision of Prof. Dr. hab. Tomasz Dybowski.

On 6 June 2001, upon a resolution adopted by the Scientific Council of the Institute of Civil Law at the University of Warsaw, I was awarded the academic degree of *doktor nauk prawnych w zakresie prawa* [Doctor of Laws] on the basis of my doctoral thesis entitled *Umowa franchisingu w świetle prawa konkurencji Wspólnoty Europejskiej i polskiego prawa antymonopolowego* [Franchising agreement in the light of competition law of the European Community and Polish antitrust law], which was supervised by Prof. Dr. hab. Tomasz Dybowski and reviewed by Prof. Dr. hab. Marian Kępiński and Prof. Dr. hab. Krzysztof Pietrzykowski.

In the years 1988-1990 I completed part-time training for a judge in Warsaw, completed in 1990 with an exam for the status of a judge. In 2006 I was entered into the list of legal advisers [*radca prawny*] at the Regional Chamber of Legal Advisers in Warsaw.

3. Information on employment in scholarly institutions

Since graduation and until today I have been employed at the Department of Law and Administration, University of Warsaw, initially at the Unit of Civil Law and currently at the Chair of Civil Law (Institute of Civil Law).

I worked full time in the following positions: assistant (1988-1998); lecturer (1998-2001), assistant professor (2001-2005 - contract of employment, 2005-2017 - appointment), and now as senior lecturer (since 2017, 0.5 FTE).

4. Scientific achievements within the meaning of Article 16(2) of the Act of 14 March 2003 on Academic Degrees and Scientific Title and the Title in the Field of Art (Journal of Laws of 2017 item 1789)

As a scientific achievement in the scientific discipline of Law, within the meaning of Article 16(2) of the Act of 14 March 2003 on Academic Degrees and Scientific Title and the Title in the Field of Art, I would like to indicate a monograph of my authorship:

Przedumowne obowiązki informacyjne podmiotów profesjonalnych w polskim prawie cywilnym w świetle prawa Unii Europejskiej

[Pre-contractual information obligations of professional entities under Polish civil law in the light of European Union law]

Warszawa 2019, Wydawnictwo C.H. Beck, s. 256

ISBN: 978-83-8158-486-9

Publishing reviewer: Prof. of the University of Warsaw, Dr. hab. Maciej Kaliński

Scientific objective of the monograph

The monograph, prepared within a grant from the National Science Centre (NCN), considers problems of pre-contractual information obligations of professional entities under Polish civil law in the light of European Union law.

Agreements in consumer transactions and professional trade often have detailed and complicated content, while being subject to far-reaching standardisation at the same time. They are also often concluded in atipical circumstances (as distance contracts or contracts negotiated away from business premises). In these conditions, the role of providing contractors with reliable information at the stage preceding the conclusion of an agreement has been growing. There is a visible tendency to establish the pre-contractual information obligations of professional entities as a legal obligation, which stems from the exponential increase in the number of legal regulations.

The original assumption of the monograph is that it offers a comprehensive and yet compact presentation of the obligations incumbent on professional entities, both in relations with consumers and in relations with other professionals. While the consumers' right to information is an unchallenged right, well described in legal literature (but even there are new provisions concerning mortgage credit and tourism), much less attention has been paid to the right to information in relations between two professional parties. This study aims to fill this gap and, in addition, thanks to the aforementioned assumption, it aims to determine whether there is a need to extend the information obligations of professional operators beyond the consumer market. The monograph also considers the reasonability of the idea to introduce a general pre-contractual information obligation for professional entities regardless of the type of contract, and discusses the proposals formulated in this regard in the European contract law and the works on possible new Polish civil code. The complex and imperfect system of sanctions for breaches of obligations is also an important issue.

The analysis and assessment of current standards of pre-contractual information is a difficult task because of a huge number, specificity and differences of regulation and first of all the dynamics of Polish and EU laws. Therefore the review of legal acts is extensive, albeit not

exhaustive, and yet it provides sufficient material for conclusions. In terms of the object of discussion, the work is limited to pre-contractual information because pre-contractual information obligations have a different role than obligations existing during the term of a contract. In terms of the subjects of discussion, the aim was to consider not only consumer transactions but also the most typical and widespread contractual relations between professional entities where pre-contractual information plays an important role.

Structure and subject-matter of the monograph

In the light of such assumptions, the study has a three-part structure. It consists of three chapters, preceded by an introduction and ending with a summary.

The first part (Chapter I) presents general issues concerning the pre-contractual information obligations of professional entities (information in civil law transactions, axiological basis for regulating pre-contractual information obligations, subjective aspects of pre-contractual information, sources of pre-contractual information obligations, pre-contractual information in the works on European contract law, legal natur

of pre-contractual information obligations, standards concerning form, method, time and language of providing pre-contractual information, criterions of right pre-contractual information, sanctions for breaches of pre-contractual information obligation). This part also contains considerations referring to the suitability of pre-contractual consumer information standards as a model in trading not specifically related to consumer protection and the proposal of regulating a general pre-contractual information obligation.

The remaining two parts of the study (Chapters II and III) present detailed content. Chapter II discusses pre-contractual information obligations of professional entities related to consumer protection (concerning distance contracts, contracts negotiated away from business premises, credit transactions, travel contracts, timeshare). Chapter III deals with pre-contractual information obligations of professional entities, not specifically related to consumer protection. It covers regulations that apply to mutual professional trading (e.g. distribution contracts, franchising), but also those that impose information obligations on the professional entity regardless of the status of its potential counterparty (e.g. insurance contracts where both the consumer and another party can be the policyholder). The monograph does not deal with general trading, because it considers obligations of professional entities.

The proposed division of the subject-matter between the two specific parts contained in Chapters II and III does not overlap with the traditional division into contracts with and without consumer participation. However, it is justified by the fact that in typical consumer contracts the imposition of information obligations on professional entities is closely related to the protection of consumers as the weaker party to the contract, whereas in other contractual relations discussed the professional entity is obliged to provide information to the other party, regardless of whether it is a consumer or a professional. Also in relations between professionals, one party may be in a weaker position in terms of knowledge or negotiating power, and information obligations are intended to compensate for this deficit by ensuring contractual balance. However, apart from consumer trade, other reasons for constructing these obligations come to the fore, such as legal certainty, fair trading or loyalty. The division used in the monograph makes it much easier to present the broad and extremely detailed matter of information obligations, especially in the group of contracts where such obligations are not closely related to consumer protection. Moreover, this structure of the monograph enables a joint analysis, in Chapter III, of those regulations which do not differentiate between information obligations in consumer trade and professional trade. Consequently, this means

that not only Chapter II but also some parts of Chapter III refer to the legal situation of consumers: in the latter chapter those are parts that relate to contracts where the consumer enjoys the same protection as other counterparties of a professional entity. Because of the same reasons of protection Chapter III also deals with bilateral professional trade.

Chapter I have discussed general matters. The starting point was to determine the role of information in civil law transactions (§ 1). This was done by defining information as a message which, when transmitted, influences the recipient's state of knowledge, and by defining the role of information as a good that influences individuals' standard of living, their awareness and decisions, and, on a wider scale, also the development of the information society. I have also pointed out the diversity of forms of information (e.g. oral, written, audio, visual, electronic) which, following technological progress, overcome spatial and temporal barriers to information flow. The information understood as such in civil relations intensifies contractual transactions, and the commercial exchange and market integration stimulate the approximation of information standards in EU member states. Information obligations repose on civil relations operators in two stages: pre-contractual and contractual. The subject-matter of analysis in the presented study are pre-contractual obligations. Their special nature lies in the fact that, in the absence of a contract (not yet concluded), the obligation to provide information, as well as the content of such information must be sought outside the will of the potential parties. While such obligations are often imposed by legislation, I have found out that non-binding, ethical rules also play an important role for certain types of contracts (e.g. European Code of Ethics for Franchising). Pre-contractual information must be seen as a factor that shapes the decision to enter into a contract and influences its content. Therefore, it is in the interest of the party which does not have such information to obtain information on the subject-matter of the contract, the rights and obligations of the future parties, the counterparty (especially in the case of contracts concluded without the simultaneous presence of the parties), the circumstances under which the contract is concluded and the risk involved in the transaction lies. Such information should be reliable and not misleading, since the disposer of the information may resort to manipulation in order to persuade the potential counterparty to enter into a contract. However, the multiplicity of information obligations resulting from the large number of fragmented provisions on consumer and non-consumer trade makes it difficult for information recipients to select, verify or even understand information, and this may sometimes lead to misinformation. Then the content of pre-contractual information obligations should be limited in law provisions to the necessary extend and that these provisions should shape also the quality, form, method and even reasonable time of communication of the information.

The axiological basis for regulating pre-contractual information obligations (§ 2) is traditionally seen in the aspiration to protect the weaker party to the contract, which is justified by referring to the macroeconomic paternalism (protectionism) or to the protection of freedom of appraisal and freedom of choice. Counteracting information asymmetry is an important factor in regulations, yet it may decrease in importance with the progress of technologies that create opportunities for various parties to search for necessary information independently. By looking at the EU law, one can trace the evolution of axiological foundations of consumer protection, which has led to the autonomisation of such protection and to ways of ensuring unrestricted action. In my opinion, however, an important motive for regulating pre-contractual information in the EU, both in consumer relations and beyond, is the aspiration to remove obstacles in trade between Member States, i.e. the strengthening of the internal market and a competitive market economy. In typical consumer trading (Chapter II), information serves primarily to protect the weaker party to the contract. With regard to contracts where information serves this purpose, irrespective of the status of the addressee

(consumer or professional entity - Chapter III), provision of information is more justified as a way to eliminate information asymmetries, to ensure contractual fairness, as well as fairness and safety of trading.

With respect to subjective aspects of pre-contractual information (§ 3), I have pointed out that the division into information obligations aimed at consumer protection and information obligations not specifically related to consumer protection, i.e. those that occur regardless of the status of the information recipient, adopted in the monograph, is different from the division into unilateral professional trading, including consumer trading, and bilateral professional trading. As regards the definition of a consumer, I have supported the interpretation provided in Article 22^1 of the Polish civil code, which covers the period where pre-contractual information is provided. I have also decided that the vague criterion of an activity not directly linked to economic or professional activity should not be based on a distinction between ordinary and specialised professionalism, or on the division into activities performed on a regular or occasional basis. I have propose that, when interpreting the direct relationship, one should refer, in an interpretation consistent with Directive 2011/83/EU, to the category of dominance of commercial purpose. In the context of the dispersion of consumer law in laws other than code (decomposition or decodification of the civil law), I have shown the lack of legislative consistency in the reference to the definition of consumer in the civil code and the need for references to this code and the Act on Consumer Rights in cases where a given legal act uses an autonomous concept (e.g. a traveller). With regard to the definition of an entrepreneur, I have found that the laws on strictly consumer trading and those where the obligation to provide information exists irrespective of the status of the addressee, vary considerably with regard to the names of the entities obliged to provide information (e.g. lender, insurance distributor, service provider, developer). For this reason, a descriptive term "professional entities" was used in the monograph. This leads, inter alia, to the conclusion that in Article 22^1 of the Polish civil code, which defines the consumer, the notion of an entrepreneur cannot be understood narrowly.

The sources of obligations to provide pre-contractual information (§ 4) within the consumer protection have the treaty and the Constitution grounds. In a decisive majority they derive from the EU law, but were sometimes introduced at the initiative of the Polish legislator (development contracts, reversed mortgage credit). They are also developed as ethical principles by entrepreneurs themselves (franchising). Pre-contractual information is the subject of extensive and detailed legislative proposals in the works on European contract law (§ 5). Although those proposals have not taken the shape of binding legislation, they can provide an inspiration for national regulations. The Principles of European Contract Law (PECL), which focuses on the consequences of a breach of contractual obligations, proposes to use a concept of evading the consequences of a declaration of intent made under the influence of an error. Within the Acquis Principles, which are based on the existing EC contract law, a model has been developed for regulating the content of pre-contractual obligations by introducing a catalogue of such pre-contractual obligations and standards of conduct with good faith and due diligence. The Draft of Common Frame of Reference (DCFR) proposes the introduction of general information standards in the consumer and professional trade as well as specific standards for certain types of contracts (services contracts, agency, distribution, franchising, insurance contracts). While Common European Sales Law (CESL) is limited to sales contracts, it formulates the most detailed standards of all, concerning consumer and professional trade relations.

As regards the legal nature of pre-contractual information obligations (§ 6), I have noted that a detailed analysis of their content and of the accompanying sanctions reveals the specific

nature of the legal relationships arising from these obligations. If these obligations are breached, the interest of the protected person is not so much connected with obtaining benefits or even compensation. In fact, what is more commonly preferred is to protect the person by enabling them to evade the consequences of a declaration of intent, to withdraw the contract, to terminate it or to limit or eliminate the obligation of the protected party to perform the contract.

In the study I have formulated several proposals concerning form, method, time, language and criterions of right pre-contractual information providing, the publicity including (§ 7, 8, 9, 10). In particular I have referred to the standardisation by using information forms. I have proposed to introduce a general rule that the information should be provided in a sufficient (reasonable) time before concluding contract.

Sanctions for breaches of pre-contractual information obligations (§ 11) may have civil, administrative or criminal nature, however they do not represent a coherent system. Some of them are limited to a certain type of contract. Some apply only to consumer trading, others apply only to the professional market. In the monograph I have discussed the following types of sanctions: sanctions affecting the right of withdrawal, no obligation to pay, reduction of costs and withdrawal of the credit contract, liability for *culpa in contrahendo*, evasion of the effects of a declaration of intent made under the influence of an error, combating unfair competition, unfair contract terms, combating unfair commercial practices, prohibition of practices that infringe the collective interests of consumers, and criminal sanctions.

As the result of analysis concerning the suitability of pre-contractual consumer information standards as a model in trading not specifically related to consumer protection (§ 12) I have identified the ways in which this process takes place *de lege lata*. These include: a broader interpretation of the notion of consumer, analogous application of consumer standards to individuals not covered by Article 22^1 of the civil code, a broader definition of the addressee of pre-contractual information in legislation (e.g. the client, the policyholder), the practice of information providers who use the standard of consumer information without determining the profile of the potential counterparty. The trend towards regulating pre-contractual information in trading not specifically related to consumer protection, including professional trading, is already a fact. However, one should conclude *de lege ferenda* that certain phenomena occurring in consumer law are not worth duplicating, i.e.: excessive interference in contractual relations, excessive level of detail, complex catalogues and excessive formalism. However, such provisions are desirable when the contractual risk is serious and the complexity of the contract is considerable (e.g. insurances, credit relations).

Due to my critical assessment of the excessive detailed information obligations, the monograph presents the idea of a general pre-contractual information obligation (§ 13) which could be introduced in the Polish legal system and would be imposed on professional entities, regardless of the nature of their counterparties. Such regulations should be included in the current civil code, as well as in the new Polish civil code, if it is ever adopted. I have spoken in favour of placing such provisions in the general section of the civil code. In the new code, the place of such provisions would be determined by the structure of this act, which is not yet finally determined. As regards the content of the general pre-contractual information obligation, I have considered two options: a universal catalogue of general information types, indicating the information to be provided on request, and a general formula for pre-contractual information obligation, without general catalogue. I am inclined towards the latter solution, as suggested by the Acquis Principles model and the new French law of obligations, which stipulates that a party which knows information that is decisive for the consent of the

other party must inform that party if, for justifiable reasons, such party does not know that information or has confidence in the counterparty. It would also be advisable to 'relativise' this obligation in order to ensure better protection of beneficiaries with the status of consumers, to define the methods, reasonable timing and free-of-charge the provision of information and the burden of proof. The general information obligation in the Polish law will not stop the EU activity of creating detailed obligations, which would keep the nature of *lex specialis*. It seems however that is necessary to try to limit such a legislative trend for the future.

Chapter II deals with pre-contractual information obligations aimed at consumer protection. This chapter covers: consumer contracts covered by the Act on Consumer Rights (concluded in typical circumstances, concluded in atypical circumstances – distance contracts and contracts negotiated away from business premises, contracts concerning the distance marketing of consumer financial services); consumer sales; consumer credit; mortgage credit; reversed mortgage credit; package travel and linked travel arrangements; as well as timeshare and similar contracts.

Chapter III deals with pre-contractual information obligations not specifically related to consumer protection. This chapter covers service contracts; agency contracts; distribution contracts; franchising; insurance; insurance distribution; insurance distribution; payment services; land development contracts; and e-commerce.

The structure of the paragraphs relating to individual contracts in Chapters II and III is similar. Most often, each paragraph contains: general remarks indicating the legal acts regulating a given category of contracts, the scope of contracts to which the pre-contractual information obligations relate, the content of those obligations, their form, the definition of the relationship between the pre-contractual information and the contract, the right of withdrawal.

Chapters II and III are complementary and illustrative versus the considerations set out in Chapter I. However, they also contain a number of specific proposals, such as the links between pre-contractual information and the right of withdrawal or the legal nature of the information forms provided for certain contracts in the legislation (e.g. credit, tourism or development contracts).

Conclusions

Extensive pre-contractual information standards have long been shaped in EU directives, mainly consumer-related ones, implemented in the Polish law. However, the development of regulation on pre-contractual information is not only characteristic of consumer trade. There is a visible tendency to impose such obligations on professional entities for a given category of contracts, regardless of the status of the potential counterparty (e.g. insurances). It is therefore justified in the monograph to introduce a division into pre-contractual information obligations aimed at consumer protection and not specifically related to consumer protection. The standards of pre-contractual information also take the form of not-binding rules (*soft law*), in particular in the professional trade and they are the subject-matter of concrete legislative proposals (e.g. PECL, Acquis Principles, DCFR, CESL).

The intensively increasing number of legal acts imposing new pre-contractual information obligations on professional entities raises concerns due to its scale. The separated information standards for particular categories of contracts dominate and the harmonisation of rules through the different categories of contracts is very limited. It occurred only in relation to

distance contracts and contracts negotiated away from business premises in Directive 2011/83/EU and the Act on Consumer Rights. Restrictions on freedom of contract appear to be excessive in some cases and too burdensome for professional operators in terms of organisation and cost. The great degree of detail of the provisions establishing the standards of information and their dispersion in different law acts may cause confusion for the professionals themselves as to the scope of their obligations and for the beneficiaries of the information, who want to identify their rights and make sure that the contractor has duly fulfilled his obligations. It can provoke the information overload. This calls for particular care to be taken by the legislator to ensure that the rules are clear and consistent. Nor is there any reason to over-protect the beneficiary through information, relieving the beneficiaries of the need to make a reasonable assessment of the contractual risks they are taking on.

The maximum harmonisation that is being pushed through within the EU under the policy of consumer protection, instead of minimum harmonisation, makes it necessary for member states to adapt their laws rigidly to the standards imposed and appears to be excessive interference into contractual matters. However, the statutory introduction of pre-contractual obligations is not always linked to the EU law (development contracts, reversed mortgage credit).

The unwillingness to go ahead with projects drawn up as part of the works on European contract law means that information obligations are not made increasingly general as concerns the content and universal as concerns the trade operators involved. The proposals formulated in the Acquis Principles or DCFR have not taken the form of legal acts.

The increasing degree of detail in the regulatory lists of required pre-contractual information leads to standardisation and formalism. Different types of documents (forms, prospectuses, advertisements, price lists, etc.) are used to provide information at the pre-contractual stage. Many provisions contain comprehensive catalogues of the required information, and they also serve as instructions on how professional entities should draw up information documents. Some legal acts contain templates of forms (consumer and mortgage credits, timeshare, development contracts) which impose the content and form of information. This is advisable, but only for these types of contracts, due to their complex content or relatively high contractual risk and the possibility to compare offers. However, a high degree of detail is not justified in the case of small contracts, in particular where the right of withdrawal is guaranteed. Attempts to develop information standards have also been made on a bottom-up basis by those who seek to comply with fair trading rules in a particular area (ethical codes).

The regulation of pre-contractual information obligations in the Polish law results primarily from the necessity of successive implementation of EU directives. Legislative acts are issued that introduce pre-contractual obligations in new areas, existing directives are replaced by new ones, and maximum harmonisation is often introduced. At the same time, the consolidation of EU consumer law has only had limited success. Each consumer directive has its own preamble, glossary, concepts, and a list of information requirements. Therefore, the process of implementation in the Polish law is difficult. This makes it necessary to introduce a large number of new provisions and to revise and amend existing ones. Inconsistencies in consumer law at EU level affect the coherence of national law. The legislators' fear of not respecting the principle of maximum harmonisation leads to a situation where the content of directives is strictly duplicated and there is a proliferation of separate information provisions for each type of contract. There is also a lack of a clear legislative policy as to the relationship between consumer laws and the civil code.

A important number of legal acts regulates pre-contractual information in similar way for some contracts regardless of the status of the potential counterparty, so in these cases the consumer protection standard is spreading on no-consumer relations. But what is very characteristic that the development of pre-contractual information occurred also in both parties professional trade. There seems to be no need to multiply catalogues of specific pre-contractual information obligations in trading not specifically involving consumer protection, except where the complexity and significant transactional risk of the contract so indicates.

In view of the growing importance of pre-contractual information in consumer trade and elsewhere, it seems appropriate to introduce a general pre-contractual information obligation into the Polish legal system, to be imposed on professional entities, regardless of the profile of their counterparty. The provisions governing this obligation should be included in the current civil code and, if adopted, in the new Polish civil code. To this end, a catalogue of general pre-contractual information obligations can be formulated. However, it seems more appropriate to seek a general formula for the obligation to provide pre-contractual information within consumer trade and beyond, where such formula would refer to the body of work on European contract law and the provisions of the new French law of obligations.

It is also a good idea to introduce the requirements to ensure that the information is made available within a reasonable time before the conclusion of the contract and is free of charge. The burden of proof as to the provision of pre-contractual information should lie with the entity obliged to provide such information. The sanctions that may be taken into account when considering the consequences of a breach of pre-contractual information obligations do not make up a satisfactory system. Some of those sanctions are used only in consumer trade (e.g. combating unfair commercial practices or practices infringing the collective interests of consumers). However, those that are universal do not always ensure the required protection (e.g. evasion of the effects of a declaration of intent made under the influence of an error, liability for *culpa in contrahendo*).

5. Other research and scholarly achievements

My scientific interests are concentrated on contract law and protection of competition and consumers, in particular considering the impact on the Polish law of the EU law.

In respect f the previous period I have significantly extended the area of my studies on the contract law. The consumer law became my new field of interest. I have given also attention to other contracts harmonised in the EU law (e.g. agency contracts, combating late payment in commercial transactions). I have dealt with others contracts exempted in the EU ad the Polish competition (antimonopoly) law, than franchising, which had been the subject of my doctoral thesis, in particular exclusive sale, exclusive purchase and selective distribution. I can be find out in my publications.

My publications after my doctorate can be divided into four (not fully separable) groups.

a/ Law of contracts. I am particularly concerned with contracts that are harmonised in the EU law. In my view, the Europeanisation of contract law is a desirable token of market integration and the introduction of modern legal solutions in the Member States. However, I have pointed out to problems with the coherence of civil law, particularly because of the implementation of EU legal acts outside the civil code (*Europeizacja polskiego prawa umów*).

This encourages me to analyse the causes and effects of regulating new phenomena in contract law via directives, which leads to new areas of regulation in the Polish law [*Zawieranie umów za pomocą środków komunikacji elektronicznej w świetle prawa polskiego (z uwzględnieniem prawa prywatnego międzynarodowego i europejskiego), Zwalczanie opóźnień w płatnościach w transakcjach handlowych w świetle dyrektywy 2000/35/WE Wspólnoty Europejskiej i prawa polskiego*]. Such analysis enables conclusions that laws implementing directives have a concrete impact on classic concepts of the civil code, e.g. form of contract, when it is concluded by using the electronic signature, or interests, if they are sanctions stated by the law combating late payments in commercial transactions.

The interpretation of contract law directives is significantly influenced by the jurisprudence of the CJEU. This jurisprudence clarifies the provisions generally formulated in directives, but does so in a way which is sometimes difficult for national legislators to predict when implementing an EU act. This leads to detailed conclusions on the compliance of Polish law with the EU implemented directives, e.g. as it concerns the interpretation of the exclusive agency contracts (*Wpływ orzecznictwa ETS na polskie prawo cywilne w okresie członkostwa Polski w UE, Umowa agencji w dyrektywie o przedstawicielach handlowych na tle orzecznictwa Europejskiego Trybunału Sprawiedliwości*).

The law of obligations in the jurisprudence of the Supreme Court is regularly reviewed by me in the Supreme Court's yearbook *Studia i Analizy Sądu Najwyższego. Przegląd orzecznictwa.*

b/ Consumer protection. In addition to the problems of general contract law and professional trading highlighted above, I have also dealt more broadly with consumer law, which is also heavily influenced by the EU law.

I have paid particular attention to core consumer rights: the right to information and to withdrawal from a contract umowy [*Informacja konsumencka w świetle orzecznictwa Europejskiego Trybunału Sprawiedliwości, Informacja przedumowna w dyrektywie 2011/83/UE w sprawie praw konsumentów (problemy implementacyjne w prawie polskim), Charakter prawny wzorów formularzy informacyjnych w obrocie konsumenckim, Prawo odstąpienia w umowach zawieranych na odległość dotyczących usług finansowych*). The main problems are associated with sources, coverage, standardisation and sanctions concerning pre-contractual and contractual information. Furthermore, I have identified legislative problems arising from the lack of consolidation of EU consumer law, the replacement of minimum harmonisation with full harmonisation, and the need to ensure consistency in the Polish civil law, e.g. different methods of calculation terms for witdrawal.

I have also examined the case law of the CJEU on other fundamental institutions of consumer law: unfair commercial practices and unfair contract terms (*Nieuczciwe praktyki handlowe w orzecznictwie Europejskiego Trybunału Sprawiedliwości, Badanie przez sąd z urzędu nieuczciwego charakteru postanowienia umowy konsumenckiej w orzecznictwie TSUE*). On the basis of several judgments, I have identified directions for interpretation of the relevant directives and assessed the compliance of the binding provisions of Polish law with those directives, e.g. as it concerns the role of the black list of commercial practices.

c/ Protection of competition (antimonopoly law). My doctoral thesis published after my doctoral viva *Umowa franchisingu w świetle prawa konkurencji Wspólnoty Europejskiej i polskiego prawa antymonopolowego* was devoted to this issue. In that thesis, I have showed to what extent the rules concerning the exclusion of vertical agreements from the prohibition of competition in antitrust law constitute a restriction of freedom of contract in the light of Article 353^1 of the Polish civil code.

I also applied this approach, at the borderline between antitrust law and contract law, in *System Prawa Prywatnego*, vol. 15, *Prawo konkurencji* (Chapter XVII *Wyłączenia grupowe*), where I have comprehensively presented the Polish and EU legal provisions relating to contracts covered by block exemptions (vertical agreements, transfer technology, research and development, insurance and transport agreements). In particular, I have analysed the effects of block exemption in competition law and civil law.

I have paid particular attention to distribution agreements containing vertical restraints (distribution and franchising agreements) [*Porozumienia wertykalne w sektorze pojazdów samochodowych w prawie polskim, Standardy dotyczące informacji przedumownej w odniesieniu do umów franchisingu*" and comments: *Dystrybucja paliw (ograniczenia czasowe umowy zakupu wyłącznego i ustalanie cen odsprzedaży) – glosa do wyroku TS z 2.04.2009 r. w sprawie C-260/07, Pedro IV Servicios v. Total Espaňa i Komisja Wspólnot Europejskich przeciwko Volkswagen A*]. One of considered problem was the interpretation of a notion of agreement and prices clauses on fuel and car services markets.

My reviews of two books focuses on the issues of reforms and new phenomena in EU competition law: D. Miąsik, T. Skoczny, M. Surdek (red.), *Sprawa Microsoft – stadium przypadku. Prawo konkurencji na rynkach nowych technologii* and *Nowe tendencje w prawie konkurencji UE*, pod red. E. Piontka.

d/ EU law – general issues. Given my interest in the impact of EU law on national law, I have also tackled more general issues concerning the EU. Taking into account my experience with translations of EC legal acts on the basis of English, French and Italian versions during my work at the European Institute in Łódź in 1995-1998, I have published in 2005, in co-authorship with C. Mik, a translation of legal acts entitled *Unia Europejska. Wspólnota Europejska. Zbiór dokumentów*.

I was also a co-editor (together with M. Wiaderek-Wąsek) and co-author (together with M. Domańska, M. Wiaderek-Wąsek and A. Zielony) of a monograph *Pytanie prejudycjalne do Trybunału Sprawiedliwości Wspólnot Europejskich*, in which I have discussed the function of the institution of preliminary ruling, *acte éclairé* and *acte clair* doctrines, nature and effects of preliminary rulings and the liability of state.

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Ewa Wojtaszek-Mik