

Propositions pertaining to the doctoral thesis
LETTER OF INTENT IN INTERNATIONAL CONTRACTING
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1. The assessment of contract formation should take into account the distinction between the obligations under the final contract and those limited to the process of negotiations.
2. The duty of *bona fides* in negotiations of an international contract does not require compromising one's commercial self-interest, but the duty does preclude the possibility of disclaiming liability for deliberate conduct with an intention to deceive the counterpart in negotiations or to obtain profit unrelated to the negotiated deal.
3. The approaches to contractually organized negotiations in the Netherlands, France, England and Wales and the United States are converging to a greater extent than the regulation generally referred to as precontractual liability.
4. Contractually organized negotiations fall outside the scope of the 1980 United Nations Convention on Contracts for the International Sale of Goods.
5. Since contract formation involves a multitude of issues relevant to various fields of private law, instruments harmonising contract law at the international level should not disregard the non-contractual roots of this regulation.
6. International unification of the law in the field of international contracting is likely to remain fragmented, because not all matters in this field can be regulated by hard law.
7. The principle that the buyer should be curious (*debet esse curiosus*) is in decline in general contract law.
8. Gain-based damages, e.g. disgorgement of profits, should not be made available as a general remedy for breach of contract; however, exceptional cases where this remedy is appropriate may be taken into account in the international harmonisation of contract law.
9. Article 5 of EU Regulation 864/2007 (Rome II) should include a rule defining the law applicable to a non-contractual obligation arising out of damage caused by a product, if the facts of the case at hand fit none of those included in the Article.
10. Hard or soft law rules on damages recoverable for termination of long-term international distribution contracts would considerably contribute to legal certainty.
11. The drafting practice constantly evolves, one of the latest tendencies relates to the use of punctuation;