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Criteria for Identifying Unfair Contract Terms and Their Legal Remedies: A Comparative Study of Iranian, French, and United States Law

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The increasing use of standard-form, adhesion, consumer, and electronic contracts has intensified concerns about contractual terms that create substantial and unjustified imbalances between the rights and obligations of contracting parties. This article examines the criteria for identifying unfair contractual terms and the legal remedies applicable to them in Iranian, French, and United States law. Using a descriptive-analytical and comparative method, the study focuses on the interaction between contractual freedom, substantive fairness, bargaining inequality, transparency, and judicial intervention. The findings indicate that unfairness cannot be determined solely by the existence of economic disadvantage, a standard-form contract, or unequal bargaining power. Rather, a comprehensive assessment must consider procedural and substantive factors together, including the circumstances of contract formation, the possibility of meaningful negotiation, the clarity and transparency of the disputed term, the relative economic and informational position of the parties, the allocation of risks and obligations, the severity of contractual imbalance, and the existence of legitimate legal or commercial justification. The comparative analysis shows that Iranian law relies on dispersed Civil Code principles and limited statutory protection, while French law employs a more structured legislative approach based on significant imbalance in adhesion, consumer, and certain commercial relationships. United States law addresses the issue primarily through the doctrine of unconscionability, which allows courts to evaluate both procedural and substantive unfairness and to adopt flexible remedies. The article concludes that Iranian law would benefit from a coherent statutory framework based on a multidimensional test of significant and unjustified imbalance. Such a framework should prioritize the removal or non-enforcement of unfair terms, preserve the remainder of the contract where possible, and allow proportionate remedies in accordance with the severity and consequences of the unfairness.

Keywords: *Unfair Contract Terms; Contractual Fairness; Adhesion Contracts; Significant Imbalance; Unconscionability; Legal Remedies; Comparative Law; Iranian Law; French Law; United States Law*

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1. Introduction

Freedom of contract has traditionally occupied a central position in private law because it reflects the broader principle of individual autonomy and permits parties to organize their economic and legal relations according to their own preferences. Contract law generally assumes that individuals are capable of assessing their interests, negotiating the terms of their transactions, and deciding whether the benefits expected from an agreement justify the obligations undertaken. In this classical conception, contractual justice is primarily connected with voluntary consent rather than with substantive equality between the benefits exchanged. Katouzian explains the binding force of contracts within

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the broader framework of private autonomy and the legal recognition of agreements freely concluded by competent parties (Katouzian, 2018). Safaei similarly considers the principle of contractual freedom an essential component of the general law of obligations, although that freedom remains subject to statutory rules, public order, and other mandatory limitations (Safaei, 2021). The practical development of modern contracting, however, has made the assumption of genuine equality between contracting parties increasingly difficult to maintain. A substantial proportion of contemporary contracts are drafted in advance by one party and presented to the other on a take-it-or-leave-it basis. Banking contracts, insurance policies, telecommunications agreements, digital service contracts, consumer transactions, transportation contracts, utility agreements, and many commercial arrangements are commonly concluded through standardized forms in which meaningful negotiation is minimal or entirely absent. In these circumstances, the formal existence of consent does not necessarily demonstrate that both parties participated equally in determining the contractual content.

The problem becomes particularly significant when the party responsible for drafting the contract possesses greater economic power, superior technical knowledge, more extensive access to legal advice, or better information regarding the practical consequences of the transaction. Standardization itself is not legally objectionable. It reduces transaction costs, facilitates mass contracting, increases administrative efficiency, and may enhance predictability in commercial relationships. Nevertheless, the same mechanism can enable the stronger party to allocate risks and responsibilities disproportionately in its own favor. Shamsollahi observes that the legal concern surrounding unfair terms arises especially where contractual provisions disturb the equilibrium of rights and obligations in circumstances in which one party has effectively controlled the content of the agreement (Shamsollahi, 2021). A clause may, for example, exclude or substantially restrict the liability of the drafting party, authorize unilateral modification of price or performance, impose excessive penalties on the other party, restrict access to judicial remedies, deprive one party of an ordinary right of termination, transfer risks that would normally belong to the stronger party, or create broad discretionary powers without corresponding obligations. The legal difficulty is therefore not simply that one party receives fewer economic advantages than the other. Contracts routinely involve unequal gains, different assessments of value, and conscious acceptance of commercial risk. The more difficult question is when contractual inequality becomes sufficiently serious and insufficiently justified to require legal intervention.

The concept of the unfair contractual term has developed as a response to this tension between contractual autonomy and substantive protection. Ahmadzadeh Bazzaz, Rezaei Davani, and Ghabouli Darafshan examine unfair terms through the interaction between contractual justice, equity, and the legal limitations imposed on abusive contractual arrangements (Ahmadzadeh Bazzaz et al., 2018). Their analysis demonstrates that unfairness cannot be reduced to a purely economic comparison between the performances owed by the parties. A contractual provision becomes legally problematic when the imbalance it creates is connected with circumstances that undermine the legitimacy of relying upon formal consent alone. These circumstances may include a lack of meaningful negotiation, inadequate disclosure, informational inequality, economic dependence, exploitation of vulnerability, obscurity of drafting, or an allocation of rights and risks that significantly departs from reasonable contractual expectations. The concept therefore has both procedural and substantive dimensions. Procedural unfairness concerns the circumstances in which the agreement was concluded, whereas substantive unfairness concerns the actual content and effects of the disputed clause. Although legal systems differ considerably in the terminology and doctrinal mechanisms employed, the interaction between these two dimensions is a recurring element in the regulation of unfair contractual provisions.

Iranian law presents a particularly important setting for this inquiry because it does not contain a single comprehensive doctrine governing unfair terms across all categories of private contracts. The Civil Code recognizes contractual autonomy while simultaneously subjecting private agreements to statutory restrictions and other principles affecting validity and enforceability. The rules governing contractual conditions distinguish between clauses that are invalid without invalidating the

principal contract and clauses whose defects may also affect the underlying transaction. General principles concerning public order, lawful contractual purpose, consent, and validity may therefore become relevant to abusive terms. Yet these provisions were not formulated as a unified doctrine of unfair contractual conditions. The most explicit statutory reference appears in Article 46 of the Electronic Commerce Act, which provides protection against unfair terms to the detriment of consumers within its particular field of application. Abhari and Fallah Khariki emphasize the significance of the Electronic Commerce Act in addressing unfair clauses in electronic transactions while also demonstrating the limited and sector-specific nature of this protection (Abhari & Fallah Khariki, 2020). Consequently, Iranian law contains both explicit and implicit mechanisms for controlling problematic contractual clauses, but their relationship remains fragmented and their scope is not always clear.

The French legal system offers a useful comparative model because it has developed differentiated mechanisms corresponding to different categories of contractual relationships. French law does not regulate every unfair term through one undifferentiated rule. Instead, the legal treatment depends on whether the relevant relationship concerns an adhesion contract, a consumer contract, or certain commercial relations between professional actors. Article 1171 of the French Civil Code addresses non-negotiable terms determined in advance in adhesion contracts where they create a significant imbalance between the parties' rights and obligations. Consumer law provides a separate and more detailed regime for clauses creating significant imbalance to the detriment of consumers, while commercial law contains additional mechanisms governing significant imbalances in certain business relationships. Shamsollahi's comparative study illustrates how French law has moved toward a more structured recognition of unfair contractual terms and has defined legal responses according to the nature of the contractual relationship involved (Shamsollahi, 2021). The French approach is therefore valuable not because it eliminates freedom of contract, but because it attempts to identify the circumstances in which contractual freedom should yield to the protection of a party exposed to unjustified contractual domination.

United States law approaches the problem through the doctrine of unconscionability. Rather than relying principally on a statutory category called the unfair term, American contract law asks whether a contract or clause is so unfair, oppressive, or one-sided that judicial enforcement would be inappropriate. Farnsworth explains unconscionability as an important qualification upon ordinary principles of contractual enforcement, particularly where serious defects in bargaining conditions combine with excessively harsh substantive terms (Farnsworth, 2004). Section 2-302 of the Uniform Commercial Code provides courts with the power to refuse enforcement of an unconscionable contract, enforce the remainder without the objectionable clause, or restrict the operation of the clause so as to avoid an unconscionable result. The doctrine has also developed through case law and the broader principles reflected in the Restatement of Contracts. Schwartz's influential analysis questions simplistic applications of unconscionability and emphasizes the need for careful examination of the economic and institutional assumptions underlying judicial intervention (Schwartz, 1973). American law is therefore particularly useful in demonstrating the advantages and difficulties associated with a flexible judicial standard rather than an exhaustive legislative definition.

The central research problem addressed in this article is how unfair contractual terms should be identified and what legal consequences should follow once such unfairness has been established. The article seeks to determine the criteria used to distinguish merely unfavorable contractual terms from legally unacceptable ones, to compare the approaches adopted in Iranian, French, and United States law, and to evaluate which elements of these systems may contribute to the development of a more coherent framework in Iranian private law. The research adopts a descriptive-analytical and comparative method. Its analysis is based on the legal materials and doctrinal discussions relevant to the three systems and focuses specifically on those aspects that directly illuminate the identification and legal treatment of unfair contractual clauses. The objective is not to suggest that contractual equality requires identical economic outcomes or judicial revision of every unfavorable bargain. Rather, the inquiry concerns situations in which a significant and unjustified imbalance, considered together with the manner in

which the contract was formed and the position of the parties, undermines the normative basis for enforcing the disputed term.

A comparative perspective is particularly appropriate because the three legal systems represent different techniques of controlling contractual unfairness. Iranian law relies upon a combination of general principles, specific statutory provisions, and supplementary jurisprudential foundations. French law has increasingly articulated statutory standards of significant imbalance in different contractual fields. United States law relies heavily on unconscionability as a flexible doctrine shaped through judicial interpretation. Safaei and Shomali show that the consequences attached to unfair contractual terms may also vary significantly, ranging from invalidity or non-enforcement to partial preservation and modification of contractual effects (Safaei & Shomali, 2019). These differences make comparison useful not only for describing foreign law but also for identifying the underlying policy choices involved in contractual regulation. A sound system must protect the weaker party against exploitation without destroying commercial certainty, must permit judicial intervention without turning judges into general revisers of bargains, and must preserve contractual relationships whenever the objectionable term can be removed without defeating the fundamental purpose of the agreement.

The argument developed in this article is that unfairness should be established through an integrated assessment rather than through a single rigid factor. Neither the existence of an adhesion contract, economic weakness, an unfavorable price, nor a standardized clause should independently be sufficient to establish unfairness. The legal assessment should instead consider the process of formation, the degree of real negotiation, transparency, the respective capacities of the parties, the allocation of risks and obligations, the severity of substantive imbalance, legitimate commercial justification, and the relationship between the disputed term and the contract as a whole. The appropriate remedy should likewise be proportionate. In many situations, removing or refusing to enforce the unfair clause while preserving the remainder of the contract will provide more effective protection than automatically invalidating the entire agreement. Such an approach can reconcile contractual justice with legal certainty and provide a coherent basis for reforming the treatment of unfair terms in Iranian law.

2. Conceptual Framework and Criteria for Identifying Unfair Contract Terms

An unfair contractual term may broadly be understood as a provision that, when assessed in the circumstances existing at the time of contract formation, creates a significant and unjustified imbalance between the parties' rights and obligations. The concept requires more than a finding that a term disadvantages one contracting party. Every bilateral contract distributes benefits, costs, opportunities, and risks, and the distribution will rarely be mathematically equal. A buyer may knowingly pay more for immediate delivery, a borrower may accept a higher cost in exchange for access to credit, or a commercial party may voluntarily assume a substantial risk because the expected return is correspondingly greater. The law of unfair terms is not designed to eliminate such differences. Its function is to distinguish legitimate contractual risk allocation from contractual arrangements in which one party has obtained an excessive advantage without sufficient justification. Ahmadzadeh Bazzaz and colleagues associate unfairness with a departure from contractual justice that cannot adequately be defended merely by pointing to the formal existence of agreement (Ahmadzadeh Bazzaz et al., 2018). This distinction is essential because otherwise judicial scrutiny of unfair terms could become an unlimited inquiry into the economic wisdom of every contract.

The first element in identifying unfairness is therefore the existence of a meaningful imbalance. This imbalance can concern rights, duties, remedies, risks, or control over the future performance of the agreement. A clause granting one party unrestricted authority to vary the price after formation, while binding the other party to continue performance, may create a serious asymmetry. A clause that excludes virtually all liability for defective professional performance while leaving the customer fully bound may similarly disturb the normal allocation of contractual risk. Provisions imposing excessive penalties, excluding ordinary remedies, permitting termination only for one party, or shifting unforeseeable costs entirely onto the weaker party may also raise concerns. Shamsollahi notes that the French concept of significant imbalance directs attention to the overall

structure of contractual rights and duties rather than simply to isolated linguistic formulations (Shamsollahi, 2021). The severity of imbalance is therefore assessed in functional terms: the question is what practical consequences the clause produces within the contractual relationship.

The second element concerns the justification for that imbalance. A substantial difference in contractual rights is not necessarily unfair if it corresponds to the legitimate nature of the transaction. A supplier may possess a termination right because continued performance depends on regulatory authorization, while the customer may not require an equivalent right. A lender may impose security obligations because it bears a particular credit risk. A transportation contract may allocate certain losses to the party better positioned to insure against them. What matters is whether the apparent asymmetry has a reasonable legal, economic, or commercial explanation. Schwartz's analysis of unconscionability is particularly important in this respect because it warns against treating unequal terms as self-evidently inefficient or abusive without examining the functions they serve within the contractual arrangement (Schwartz, 1973). Judicial intervention should therefore be based on unjustified imbalance rather than mere inequality.

Procedural circumstances constitute another major criterion. The manner in which a term entered the contract can reveal whether the apparent agreement truly reflects meaningful contractual choice. A pre-drafted clause contained in a standard form may not have been individually negotiated. Nevertheless, standardization alone should not establish unfairness because standardized contracts perform legitimate economic functions. The relevant inquiry is whether the non-drafting party had a genuine opportunity to understand and assess the clause, whether alternatives existed, whether negotiation was realistically possible, and whether the clause was presented in a manner consistent with informed consent. Farnsworth's treatment of unconscionability demonstrates the significance of factors such as absence of meaningful choice, inequality in bargaining power, and circumstances indicating that one party could not realistically protect its interests during formation (Farnsworth, 2004). These procedural factors become especially important where the substantive term is unusually severe.

A lack of meaningful negotiation may arise in several forms. In consumer contracts, the customer often lacks any practical ability to modify standardized terms. In business-to-business transactions, formal negotiation may technically be possible while economic dependence makes rejection commercially unrealistic. A small distributor dependent on a dominant supplier may possess legal capacity and commercial experience yet still lack effective bargaining power. Conversely, a complex standard contract between sophisticated corporations represented by counsel should not automatically be treated as procedurally unfair. The legal assessment must therefore examine actual bargaining circumstances rather than rely exclusively on formal classifications. Abhari and Fallah Khariki emphasize that electronic contracting intensifies this issue because acceptance frequently occurs through standardized interfaces, click-wrap mechanisms, hyperlinks, and lengthy digital terms that users rarely negotiate individually (Abhari & Fallah Khariki, 2020). Digital contracting consequently makes transparency and presentation especially important components of procedural fairness.

Transparency is closely connected with consent but deserves separate consideration. A term may be visible in the literal sense yet remain functionally opaque because its language is excessively technical, its practical consequences are concealed, or its relationship with other provisions is difficult to understand. Contractual transparency requires more than typographical legibility. A reasonable contracting party should be able to understand the essential legal and economic effects of the provision. A clause authorizing unilateral variation may be grammatically clear while failing to specify the circumstances, limits, or consequences of the power granted. A liability exclusion may appear prominently but employ terminology that a consumer cannot reasonably interpret. Safaei's discussion of contractual formation and interpretation highlights the broader importance of genuine intention and comprehensible contractual commitments within the general law of contracts (Safaei, 2021). Where an important disadvantage is concealed through complexity or ambiguity, the legitimacy of enforcing the clause is weakened.

The personal characteristics and relative positions of the parties also influence the fairness assessment. Relevant factors may include economic strength, commercial experience, legal sophistication, dependence on the transaction, access to professional advice, urgency of need, informational asymmetry, and the availability of alternative suppliers or contractual partners. These considerations should not be transformed into an automatic rule under which every contract involving a weaker party becomes subject to judicial revision. A person may be economically weak yet fully understand and voluntarily accept a particular allocation of risk. The personal criterion is relevant when the weakness materially affects the formation of consent or the ability to resist an oppressive clause. Ahmadzadeh Bazzaz and colleagues connect the protection against unfair clauses with broader concerns regarding justice and equity, particularly where superior contractual power is used to impose terms inconsistent with reasonable balance (Ahmadzadeh Bazzaz et al., 2018). The relationship between vulnerability and the disputed provision must therefore be demonstrated rather than presumed.

An objective criterion is equally necessary to prevent the analysis from becoming entirely subjective. Contractual terms can be compared with ordinary practice in similar transactions, applicable legal standards, professional norms, legitimate expectations, and the position that reasonable parties would ordinarily accept under comparable circumstances. This does not mean that prevailing market practice is automatically fair. A widespread commercial practice may itself be abusive. Nevertheless, comparison with ordinary contractual arrangements can reveal whether a disputed term substantially departs from accepted risk allocation without adequate justification. Katouzian's account of contractual obligations recognizes the relevance of custom, the legal context of agreements, and the objective effects of contractual stipulations in determining their meaning and consequences (Katouzian, 2018). Objective standards are especially useful in ensuring predictability because they constrain the possibility that judicial findings of unfairness will depend exclusively on personal impressions of what appears equitable.

Economic analysis provides another dimension of the assessment. The court or legal decision-maker should consider how the term distributes financial burdens, risks, expected benefits, and potential losses. A provision may deprive one party of the principal economic value of the agreement while preserving the other party's full entitlement. It may place a disproportionate contingent liability on one side or permit the stronger party to externalize costs that normally belong to its own sphere of responsibility. Yet economic inequality must be approached cautiously. Schwartz argues that apparent harshness may sometimes correspond to pricing structures, risk allocation, or other economic considerations that are not immediately visible from the wording of a clause (Schwartz, 1973). Consequently, judicial review should ask whether the disputed economic allocation has an intelligible commercial rationale and whether that rationale is proportionate to the disadvantage imposed.

The timing of the assessment is also important. Unfairness should generally be evaluated with reference to the circumstances existing when the contract was concluded rather than solely on the basis of subsequent developments. A clause that later produces an unfavorable result is not necessarily unfair if the risk was reasonably allocated and understood at formation. This approach distinguishes unfair-term control from doctrines addressing supervening hardship or changed circumstances. Farnsworth's discussion of unconscionability emphasizes the focus on the condition of the contract or clause at the time of making (Farnsworth, 2004). The same orientation is reflected in comparative approaches that examine the bargaining context, information available to the parties, and anticipated effects of the provision at the moment of agreement.

The relationship between procedural and substantive unfairness should not be treated rigidly. In some cases, both dimensions will be strongly present: a hidden, non-negotiable clause imposed on a vulnerable party may also create an extreme substantive imbalance. In other situations, one dimension may be much stronger than the other. A term negotiated in apparently regular circumstances could still be substantively so extreme that enforcement becomes questionable. Conversely, a procedurally imperfect formation process may not justify intervention if the resulting clause is balanced and commercially reasonable. American unconscionability doctrine demonstrates this flexible relationship. Courts frequently distinguish procedural from substantive

unconscionability, but the degree to which each must be shown may vary. Farnsworth describes the doctrine as sensitive both to defects in bargaining and to oppressive contractual substance (Farnsworth, 2004). A useful integrated test should therefore permit interaction between the criteria rather than require identical proof of every factor.

Iranian legal analysis also benefits from this integrated approach because no single general statutory test currently organizes the field. General principles concerning contractual validity, mandatory law, public order, invalid conditions, and consent may address particular manifestations of contractual abuse, while Article 46 of the Electronic Commerce Act explicitly refers to unfair conditions harming consumers within its statutory field. Abhari and Fallah Khariki demonstrate that this explicit provision constitutes an important recognition of the unfair-term problem but does not create a comprehensive rule applicable to all private contracts (Abhari & Fallah Khariki, 2020). Safaei and Shomali likewise show that differences in the legal characterization of unfair terms directly affect the available remedies (Safaei & Shomali, 2019). For this reason, identifying unfairness in Iranian law requires careful separation between an analytical concept of unfairness and the specific legal basis upon which a court may refuse to enforce, invalidate, or otherwise control a contractual term.

An appropriate analytical model can therefore be formulated through a sequence of interconnected questions. The legal decision-maker should first identify the governing contractual category and determine whether special legislation applies. The process by which the disputed clause entered the agreement should then be examined, including drafting responsibility, opportunity for negotiation, disclosure, and practical choice. The clarity and predictability of the clause should be assessed, followed by consideration of the parties' relative economic, informational, and professional positions. The substantive allocation of rights, obligations, risks, and remedies should then be evaluated in order to determine whether a significant imbalance exists. Finally, any legal or commercial justification for the imbalance should be considered in the context of the contract as a whole. No single factor should automatically determine the result. The stronger the evidence of procedural weakness, the more carefully a severe substantive imbalance should be scrutinized; conversely, an exceptionally oppressive term may justify intervention even where formal procedural deficiencies are less pronounced. This multidimensional method provides a more coherent foundation for comparative analysis than reliance upon a single abstract concept of fairness.

3. Comparative Analysis of Unfair Contract Terms in Iranian, French, and United States Law

The Iranian legal system regulates contracts through a combination of general Civil Code principles, specialized statutes, and jurisprudential foundations, but it does not establish a comprehensive general regime specifically devoted to unfair contractual terms. Article 10 of the Civil Code recognizes the validity of private agreements insofar as they do not conflict with law, while the provisions governing essential conditions of transactions establish the fundamental requirements for contractual validity. The principle of binding force further requires legally concluded agreements to be respected. Katouzian situates these principles within the broader architecture of contractual autonomy, emphasizing that the validity of agreements remains conditioned by mandatory legal restrictions and the fundamental requirements of transactions (Katouzian, 2018). The difficulty is that a clause may be substantively oppressive without clearly violating one of the traditional categories of invalidity. Consequently, general contract law does not by itself produce a complete test for unfairness.

The Civil Code provisions governing contractual conditions provide a partial mechanism for controlling problematic clauses. Certain conditions are invalid while leaving the principal contract intact, whereas other defective conditions can affect the validity of the underlying agreement. This distinction is important because it demonstrates that Iranian law does not treat every unlawful or defective condition identically. Safaei explains the legal treatment of contractual conditions in connection with the general rules of validity and the effects of invalid stipulations (Safaei, 2021). Nevertheless, a term that appears economically harsh or significantly unbalanced does not automatically fall within these established categories. A court must identify a recognized legal basis for invalidity, non-enforcement, or another consequence. This doctrinal

limitation is one reason why the concept of unfair terms cannot simply be imported into Iranian law as a synonym for every invalid or undesirable clause.

Article 975 of the Civil Code adds another possible control mechanism by preventing the enforcement of private agreements contrary to public order or good morals. Public order, however, is an exceptional limitation and should not be transformed into an unrestricted fairness doctrine. If every substantial imbalance were treated as contrary to public order, the predictability of contractual enforcement would be weakened. Katouzian's treatment of contractual restrictions indicates that public order operates as a boundary on private autonomy rather than as a general power enabling courts to revise agreements they consider economically undesirable (Katouzian, 2018). The same caution applies to other general doctrines. Principles concerning coercion, consent, illegality, and defective contractual conditions may be relevant where their particular requirements are satisfied, but they should not be artificially expanded merely to compensate for the absence of a general unfair-term provision.

A more explicit rule appears in Article 46 of the Electronic Commerce Act, which renders ineffective contractual provisions contrary to the consumer-protection rules of the relevant chapter and addresses unfair conditions imposed to the detriment of consumers. Abhari and Fallah Khariki regard electronic commerce as one of the most significant areas in which Iranian law has directly confronted the problem of unfair terms (Abhari & Fallah Khariki, 2020). The importance of this provision lies in its explicit recognition that contractual consent does not necessarily justify the enforcement of a term that operates unfairly against a consumer. At the same time, its scope is limited. It belongs to a particular statutory context and cannot automatically be extended to all civil and commercial relationships. The Electronic Commerce Act therefore demonstrates legislative acceptance of unfair-term control while simultaneously exposing the absence of an equivalent general doctrine.

The Consumer Protection Act contributes additional duties concerning information and transparency, but it does not itself establish a general and comprehensive standard equivalent to the more developed unfair-term regimes found in some foreign systems. The Iranian model is consequently fragmented. Ahmadzadeh Bazzaz and colleagues identify the conceptual relationship between unfair conditions, justice, and existing Iranian legal and jurisprudential foundations (Ahmadzadeh Bazzaz et al., 2018). Such foundations can assist in interpreting the legitimacy of contractual restrictions, but their application must remain doctrinally precise. Principles such as prevention of unjust harm, avoidance of excessive uncertainty, and prohibition of illegitimate appropriation may illuminate specific situations, yet they should not be treated as interchangeable expressions of a single unlimited judicial power. The challenge for Iranian law is therefore to develop an explicit test without destabilizing established categories of contract validity.

French law provides a more differentiated statutory framework. Article 1171 of the French Civil Code applies within the context of adhesion contracts and addresses non-negotiable terms determined in advance by one party that create a significant imbalance between the parties' rights and obligations. Shamsollahi explains that the French approach reflects an effort to control the effects of predetermined contractual content without abandoning the principle of contractual autonomy (Shamsollahi, 2021). A crucial element is that the rule does not apply indiscriminately to every negotiated contract. Its connection with adhesion contracting recognizes that the legitimacy of judicial intervention is particularly strong where one party has determined the disputed term in advance and the other has lacked meaningful power to negotiate it.

The French concept of significant imbalance is also important because it moves the inquiry beyond traditional defects of consent. A party may have legally consented to the contract and yet remain protected against a predetermined term that excessively distorts the relationship. This represents a form of substantive control that supplements the classical doctrines of mistake, fraud, duress, and illegality. The disputed clause is evaluated within the architecture of the agreement rather than solely through the subjective state of the consenting party. Shamsollahi's analysis illustrates that French law distinguishes between ordinary contractual disadvantage and a level of imbalance sufficient to justify legal intervention (Shamsollahi, 2021). The approach therefore combines respect for contractual stability with

recognition that some predetermined clauses cannot be legitimized by formal acceptance alone.

French consumer law develops the concept further. The Consumer Code treats as unfair those contractual terms whose purpose or effect is to create a significant imbalance in the rights and obligations of the parties to the detriment of the consumer. The assessment takes account of the circumstances surrounding formation and the relationship between the disputed provision and other terms of the contract. The consumer regime is strengthened by legislative lists of clauses treated as prohibited or presumed unfair. This technique increases predictability because it supplements a general standard with more specific examples. The legal consequence generally involves treating the unfair term as unwritten, enabling the contract to continue where possible without the objectionable provision. Safaei and Shomali's comparative work emphasizes the significance of separating the fate of the unfair term from the fate of the entire agreement (Safaei & Shomali, 2019). This distinction reflects a protective policy: the consumer should not be deprived of the benefit of the transaction merely because the stronger party included an abusive provision.

French commercial law adds another layer by addressing significant imbalance in certain business-to-business relationships. This demonstrates that the problem of contractual domination is not confined to consumer contracts. Professional actors can also occupy substantially unequal bargaining positions, particularly where one business depends economically on another. The French system therefore uses different rules according to the contractual environment. The principal advantage of this differentiated approach is precision. Consumer protection, adhesion-contract control, and commercial regulation pursue related but not identical objectives. Shamsollahi's study makes clear that French law has progressively incorporated significant imbalance into more than one branch of private and commercial law (Shamsollahi, 2021). The disadvantage is complexity, since determining the applicable regime may require careful classification of the relationship.

United States law takes a different path through unconscionability. Section 2-302 of the Uniform Commercial Code is the best-known statutory expression of the doctrine in transactions involving goods. It authorizes a court that finds a contract or clause unconscionable at the time it was made to refuse enforcement of the entire contract, enforce the remainder without the offending provision, or limit the clause to avoid an unconscionable result. Farnsworth describes unconscionability as a mechanism allowing courts to respond to exceptional contractual unfairness while remaining within the broader commitment of American law to freedom of contract (Farnsworth, 2004). The provision is particularly important because it expressly recognizes a range of possible remedies rather than requiring a single consequence in every case.

American courts commonly distinguish between procedural and substantive unconscionability. Procedural unconscionability concerns the circumstances of formation, such as unequal bargaining power, lack of meaningful choice, difficult or hidden language, pressure, or deceptive presentation. Substantive unconscionability concerns the fairness of the actual contractual provision, including terms that are unusually harsh, one-sided, or oppressive. Farnsworth notes that these aspects often operate together, although courts do not necessarily require them in identical proportions (Farnsworth, 2004). The doctrine thus functions as a sliding form of review: extreme substantive harshness may reduce the amount of procedural deficiency needed, while serious defects in bargaining can intensify scrutiny of an otherwise less obviously oppressive clause.

The well-known case of Williams v. Walker-Thomas Furniture Co. illustrates this contextual method. The disputed arrangement allowed payments on purchased goods to be allocated in a way that effectively preserved the seller's ability to repossess multiple items if the buyer defaulted. The significance of the case lies less in the specific contractual mechanism than in the court's willingness to consider the absence of meaningful choice, the relative bargaining positions of the parties, and the potentially oppressive effect of the clause. The case became emblematic of the interaction between process and substance in unconscionability analysis. Farnsworth discusses such decisions as part of the broader development of judicial control over agreements whose formal validity conceals severe inequality (Farnsworth, 2004). The American model therefore gives courts considerable flexibility but also places substantial responsibility on judicial reasoning.

The doctrine is not without criticism. Schwartz challenges the tendency to assume that apparently harsh standardized terms necessarily result from exploitation or irrationality (Schwartz, 1973). Standardized provisions may reflect differences in price, insurance, risk distribution, enforcement cost, or market structure. Excessive intervention could therefore produce unintended consequences, including higher prices or reduced access to goods and services. Schwartz's critique is especially valuable for comparative analysis because it demonstrates why unfairness should not be identified solely by moral reaction to the wording of a term (Schwartz, 1973). Economic function, market context, and alternative explanations for the provision should be considered before judicial intervention is justified.

The three systems therefore share a concern with contractual imbalance but differ in the legal architecture through which they respond. Iranian law remains dispersed among general contract principles and limited statutory interventions. French law employs explicit legislative rules tailored to different contractual contexts. American law relies heavily on an open-ended judicial doctrine. The comparison also reveals different conceptions of judicial power. French legislation defines particular domains in which significant imbalance is legally relevant. American unconscionability delegates broader interpretive authority to courts. Iranian judges, by contrast, must generally work within established categories of invalidity and specialized statutory provisions unless legislative reform provides a clearer general standard.

Despite these structural differences, several common elements can be identified. None of the systems treats every standardized contract as automatically unfair. All recognize, in different forms, the relevance of the circumstances in which the clause was imposed and the severity of its substantive consequences. Transparency, real choice, bargaining position, risk allocation, and the effect of the term on contractual equilibrium are recurrent considerations. Safaei and Shomali's comparative treatment of remedies likewise demonstrates a broader tendency to avoid invalidating an entire transaction where the objectionable provision can be separated from the rest of the agreement (Safaei & Shomali, 2019). These points of convergence provide the foundation for a possible integrated framework in Iranian law.

The most significant lesson for Iran is that neither complete legislative silence nor unlimited judicial discretion is desirable. A general statutory standard could define an unfair term by reference to significant and unjustified imbalance while identifying factors relevant to the assessment. The law could distinguish consumer, adhesion, and professional relationships where necessary, yet retain a coherent general principle. French law demonstrates the value of legislative clarity, while American law illustrates the usefulness of allowing courts to tailor remedies to the circumstances of the case. At the same time, Schwartz's criticism of overbroad unconscionability cautions against creating an undefined power to invalidate economically unfavorable arrangements (Schwartz, 1973). Reform should therefore combine a structured statutory test with judicial flexibility constrained by identifiable criteria.

4. Legal Remedies and a Proposed Framework for Iranian Contract Law

The identification of an unfair term is only the first stage of legal control. The more difficult question concerns the consequence that should follow. A remedial system must protect the disadvantaged party without imposing unnecessary disruption on the contractual relationship. Automatic invalidity of the entire contract may sometimes harm the very party whom the law intends to protect. A consumer who challenges an unfair liability clause may still wish to receive the product or service that forms the principal object of the agreement. A small business dependent upon a supply contract may prefer removal of an oppressive termination clause to cancellation of the entire commercial relationship. Safaei and Shomali emphasize in their comparative analysis that legal systems differ not merely in how they define unfairness but also in the legal consequences they attach to an unfair clause (Safaei & Shomali, 2019). A proportionate remedy should therefore respond to the nature and severity of the defect.

One possible consequence is invalidity of the disputed term while the remainder of the contract remains effective. This approach is attractive where the unfair clause is separable from the essential structure of the transaction. It removes the source of injustice without unnecessarily frustrating the parties' broader economic

purpose. Iranian contract law already recognizes distinctions between invalid clauses that do not destroy the principal agreement and conditions whose defects may affect the contract itself. Safaei's discussion of invalid contractual conditions demonstrates that the consequences of a defective term depend upon its legal classification and its relationship with the transaction as a whole (Safaei, 2021). This existing distinction could provide a doctrinal foundation for a future unfair-term regime, although unfairness itself should be expressly defined rather than forced into categories designed for different legal defects.

Non-enforcement is conceptually distinct from absolute invalidity and may be particularly suitable for protective legislation. Article 46 of the Electronic Commerce Act uses an approach that deprives certain unfair conditions of effect within the statutory consumer-protection context. Abhari and Fallah Khariki demonstrate that the electronic-commerce regime focuses on preventing reliance upon unfair terms to the detriment of the consumer (Abhari & Fallah Khariki, 2020). The advantage of non-enforcement is functional. It can protect the weaker party without requiring a broad declaration that the term is null for every purpose and in every relationship. A future Iranian regime could explicitly provide that an unfair term is unenforceable against the protected party while preserving the remainder of the contract whenever continued performance remains legally and practically possible.

French law provides a closely related mechanism through the concept that an unfair clause is treated as unwritten. The practical effect is that the abusive term is removed from the contractual relationship while the remainder ordinarily survives. Shamsollahi explains that French control of unfair clauses is designed not simply to punish the drafting party but to restore the legal balance of the contractual relationship (Shamsollahi, 2021). This remedy has important advantages. It discourages the use of abusive provisions, protects the weaker party, and preserves the principal transaction. It also avoids rewarding a stronger party that might otherwise benefit from arguing that removal of its own unfair clause requires the entire contract to collapse.

American unconscionability offers an even more flexible remedial model. UCC § 2-302 permits a court to refuse enforcement of the contract as a whole, enforce the remainder without the unconscionable clause, or limit the operation of the clause so as to avoid an unconscionable result. Farnsworth describes this range of remedies as an important feature of the doctrine because it enables courts to respond proportionately to different degrees and forms of unfairness (Farnsworth, 2004). Where the objectionable clause is peripheral, severance may suffice. Where the clause can operate legitimately within a narrower scope, limitation may be appropriate. Where unconscionability infects the essential structure of the transaction, refusal to enforce the entire contract may become necessary. This remedial flexibility is valuable for Iranian reform, although it would require clear statutory authorization if courts are to modify or restrict contractual effects rather than merely apply existing rules of validity.

Judicial modification raises particularly difficult questions. There is an important difference between removing an unfair clause and rewriting it. Severance respects the remainder of the parties' agreement, whereas modification may require the court to formulate a new term that the parties themselves never accepted. Iranian law does not presently recognize a general unlimited power enabling judges to revise any contract they regard as unfair. Katouzian's treatment of contractual binding force supports caution toward judicial reconstruction of agreements beyond legally recognized grounds (Katouzian, 2018). A reform should therefore specify when modification is permitted. It may be justified where complete removal would create a legal vacuum that frustrates the protective purpose of the legislation or where the clause contains an excessive but divisible element that can be limited without changing the essential bargain. Judicial rewriting should nevertheless remain exceptional because excessive use could weaken predictability and encourage parties to litigate in the hope that courts will redesign disadvantageous transactions.

Restrictive interpretation can sometimes provide a less intrusive remedy. Where a contractual provision is genuinely ambiguous, an interpretation that avoids an oppressive or unreasonable result may be preferable to invalidation. Such interpretation must remain consistent with ordinary principles governing contractual meaning and should not become a disguised method of rewriting clear language. Safaei emphasizes the significance of determining contractual intention within the framework of the agreement and applicable legal rules (Safaei,

2021). In consumer relationships, legislation may justifiably direct that ambiguity be resolved in favor of the consumer because the professional party normally controls the wording of the standard terms. A comparable rule could be incorporated into Iranian consumer legislation, particularly for terms drafted exclusively by suppliers.

Damages constitute another potential remedy, but their role should be distinguished from the invalidity or non-enforcement of the unfair term itself. An abusive clause may cause losses before it is challenged. A contracting party might pay sums demanded under an unenforceable provision, incur costs because of an improper unilateral modification, or suffer additional harm through conduct connected with the use of the term. If the requirements of contractual or civil liability are independently satisfied, compensation may be appropriate. Safaei and Shomali's comparative treatment indicates that control of unfair terms may coexist with other legal consequences where the stronger party's conduct produces compensable harm (Safaei & Shomali, 2019). Damages should therefore supplement rather than replace the primary remedy of neutralizing the unfair clause.

A coherent remedial structure should operate according to proportionality. The first preference should ordinarily be to remove or neutralize the unfair term while preserving the contract. Limitation or modification may follow where authorized and necessary to prevent an unjust result. Damages may be awarded when the separate requirements of liability are established. Total invalidity should generally be reserved for situations in which the unfair provision is inseparable from the essential purpose of the agreement or where preservation would itself perpetuate the injustice. This hierarchy would protect transactional stability while ensuring that the drafting party does not retain the benefits of an oppressive clause. Safaei and Shomali's analysis supports the comparative importance of distinguishing these remedial consequences rather than treating all forms of unfairness as equivalent (Safaei & Shomali, 2019).

For Iranian law, legislative reform should begin with a general definition. An unfair contractual term could be defined as a term that, considering the circumstances of formation and the contract as a whole, creates a significant and unjustified imbalance in the parties' rights and obligations to the detriment of a party who did not meaningfully negotiate the term or who was materially disadvantaged in the bargaining process. This definition should not require consumer status in every case. Consumer protection deserves special rules, but serious contractual imbalance may also arise between commercial parties. Shamsollahi's study of French law demonstrates the usefulness of recognizing unfairness beyond the narrowest consumer setting (Shamsollahi, 2021). The Iranian framework could therefore establish a general principle for adhesion and standard-form contracts while maintaining stronger presumptions for consumer transactions.

The statutory test should expressly direct courts to consider both procedural and substantive factors. Relevant procedural considerations should include whether the clause was drafted in advance, whether meaningful negotiation occurred, whether the non-drafting party had a realistic alternative, whether important consequences were adequately disclosed, and whether pressure, dependence, or informational inequality materially affected the transaction. Relevant substantive considerations should include the allocation of obligations and risks, the degree to which one party's liability is excluded, the availability of remedies, unilateral powers of modification or termination, excessive penalties, and any restriction that deprives one party of the principal benefit reasonably expected from the contract. Farnsworth's treatment of unconscionability demonstrates the practical value of considering bargaining conditions together with the substantive severity of the term (Farnsworth, 2004). The Iranian statute should nevertheless avoid mechanically importing American terminology where existing legal concepts provide clearer domestic foundations.

Transparency should be established as an independent statutory criterion. A clause drafted by a stronger party should be expressed in clear and comprehensible language and presented in a manner that allows the other party reasonably to appreciate its practical consequences. In electronic contracting, important clauses should not be concealed behind obscure links, excessively complex cross-references, or interfaces designed to discourage meaningful review. Abhari and Fallah Khariki's analysis of electronic commercial contracts illustrates the special relevance of transparency where contractual acceptance occurs

through digital mechanisms (Abhari & Fallah Khariki, 2020). A lack of transparency should not automatically invalidate every term, but it should weigh heavily in the unfairness assessment, especially where the provision imposes substantial economic or legal disadvantages.

The burden of proof should also be addressed. Where a professional party relies on the assertion that a potentially unfair standard term was individually negotiated, that party should bear the burden of establishing genuine negotiation. This approach would reflect practical access to evidence because the drafting party usually controls records of negotiations, versions of the contract, and communications showing whether changes were possible. Ahmadzadeh Bazzaz and colleagues emphasize the importance of meaningful rather than merely formal contractual justice (Ahmadzadeh Bazzaz et al., 2018). Requiring proof of actual negotiation would help distinguish genuine bargaining from situations in which a standard clause was merely presented for signature.

The legislature could further increase certainty by adopting two categories of indicative clauses. A blacklist could contain terms that are prohibited in specified relationships, such as clauses excluding liability for intentional misconduct where such exclusion is legally unacceptable, unrestricted unilateral variation clauses, provisions depriving consumers of fundamental remedies, or clauses imposing obligations without corresponding performance. A grey list could identify terms presumed unfair unless the drafting party demonstrates adequate justification. The French model shows the advantages of combining a general significant-imbalance standard with more specific legislative guidance (Shamsollahi, 2021). Such lists would not eliminate judicial assessment but would reduce inconsistency and provide businesses with clearer incentives to draft balanced agreements.

Any reform should also preserve the distinction between price review and unfair-term review. Courts should not be authorized to revise every allegedly inadequate bargain merely because one party later regrets the price. Economic imbalance can be relevant, particularly where it is extreme and linked with exploitation, but contractual freedom would be severely weakened if ordinary market differences became subject to routine judicial reassessment. Schwartz's critique of unconscionability remains especially instructive on this point because it demonstrates that terms appearing one-sided may form part of a larger pricing and risk structure (Schwartz, 1973). The legislation should therefore require significant and unjustified imbalance and should direct courts to consider legitimate commercial explanations before intervening.

The proposed Iranian framework should ultimately combine the strongest features of the comparative models while remaining compatible with domestic contract law. From French law, it can draw the concepts of significant imbalance, legislative differentiation, and the priority of removing the unfair term while preserving the agreement. From American law, it can draw the distinction between procedural and substantive unfairness and the principle of proportionate judicial remedies. From existing Iranian law, it should retain the centrality of contractual autonomy, the established distinction between different forms of defective conditions, and the need to identify a precise legal basis for judicial intervention. The objective is not to replace freedom of contract with substantive equality. It is to ensure that contractual freedom remains credible by preventing one party from using superior drafting power, information, or bargaining strength to impose significant and unjustified disadvantages that the legal order should not enforce.

5. Conclusion

The comparative analysis demonstrates that the regulation of unfair contractual terms lies at the intersection of two fundamental objectives of private law: respect for contractual autonomy and protection against unjustified contractual domination. Neither objective can be pursued in absolute form. A legal system that treats every formally accepted term as binding regardless of the circumstances of formation risks converting freedom of contract into a mechanism through which superior economic, informational, or bargaining power can be exercised without meaningful restraint. Conversely, a system that authorizes courts to revise any contract producing unequal economic results would undermine legal certainty, increase transaction costs, and weaken the reliability of voluntary exchange. The central challenge is therefore to identify the point at which contractual imbalance becomes sufficiently serious and insufficiently justified to warrant legal intervention.

The concept of an unfair term should not be equated with a term that is merely disadvantageous. Contracting necessarily involves differences in expectations, bargaining outcomes, prices, risks, and benefits. Parties often accept unfavorable obligations because other aspects of a transaction provide compensating advantages. The relevant legal concern arises when a clause creates a significant imbalance that lacks adequate legal or commercial justification and when that imbalance is reinforced by circumstances that weaken the legitimacy of relying solely on formal consent. This may occur where one party drafts the term in advance, meaningful negotiation is absent, important consequences are hidden or difficult to understand, bargaining power is seriously unequal, economic dependence limits genuine choice, or contractual risks and remedies are distributed in an excessively one-sided manner.

No single criterion is sufficient for identifying unfairness. Adhesion contracting is relevant but cannot itself establish that a clause is unfair. Economic weakness may intensify vulnerability but does not automatically invalidate a contractual undertaking. Lack of transparency may undermine informed consent, yet a clear clause can still be substantively oppressive. Similarly, a severe imbalance may raise concern, but its commercial justification must be examined before intervention is justified. The appropriate analysis is therefore multidimensional. It should examine how the clause entered the contract, whether it was negotiable, whether its consequences were reasonably transparent, the relative capacities and bargaining positions of the parties, the distribution of legal and economic risks, the degree of substantive imbalance, and the existence of a legitimate justification for that imbalance.

The comparison of Iranian, French, and United States law reveals three different regulatory models. Iranian law currently lacks a comprehensive general doctrine specifically devoted to unfair contractual terms. Existing Civil Code rules provide important mechanisms relating to contractual validity, mandatory law, public order, and invalid contractual conditions, while specialized legislation expressly addresses unfair terms in particular contexts such as electronic consumer transactions. These rules demonstrate that Iranian law is not indifferent to contractual unfairness, but they remain fragmented. The absence of a general statutory standard makes it difficult to distinguish unfairness as an independent legal problem from other traditional defects affecting contractual validity or enforceability.

French law demonstrates the advantages of legislative differentiation and a relatively structured concept of significant imbalance. Its approach recognizes that different contractual environments may require different levels and forms of protection. Adhesion contracts, consumer relationships, and commercial relations are not treated as legally identical, although the idea of excessive imbalance provides a connecting principle. The French model also shows the practical value of neutralizing the offending clause while preserving the remainder of the contractual relationship wherever possible. This method protects the disadvantaged party without unnecessarily destroying the transaction.

United States law demonstrates the advantages and risks of a more flexible judicial doctrine. Unconscionability allows courts to consider both the process of formation and the substantive effect of a contractual provision. It also permits a range of remedial responses, from refusal to enforce the entire agreement to severance or limitation of an offending clause. This flexibility enables courts to respond to diverse forms of contractual abuse, but it can also create uncertainty if the standard is applied without disciplined attention to commercial context and objective justification. The American experience therefore supports judicial flexibility only when it is structured by identifiable procedural and substantive criteria.

For Iranian law, the most suitable reform would not consist of copying either the French or American model in its entirety. A more appropriate solution would integrate elements of both within the conceptual structure of Iranian private law. Legislation should establish a general rule addressing unfair terms in adhesion and standard-form contracts and should provide enhanced protection in consumer relationships. The central standard should be the existence of a significant and unjustified imbalance in contractual rights and obligations. That standard should be applied through an assessment of procedural circumstances, transparency, bargaining power, substantive content, economic effects, legitimate commercial justification, and the contract as a whole.

Legislative guidance should also identify categories of terms that are prohibited or presumed unfair. Such guidance would improve predictability and reduce the risk that the concept of fairness becomes dependent upon purely subjective judicial judgment. At the same time, any list should remain connected to a general standard capable of addressing new contractual techniques and changing market practices. Modern contracting, particularly in digital environments, evolves too rapidly for exhaustive lists to provide sufficient protection. A combination of general principle and specific examples would therefore offer greater flexibility and legal certainty.

Transparency should occupy a central role in any future framework. Contractual consent is meaningful only when important terms are presented in a manner that enables the other party reasonably to understand their practical consequences. This requirement becomes especially important in electronic transactions, where contractual terms may be extensive, fragmented across digital interfaces, or accepted rapidly through standardized procedures. Clear drafting cannot by itself cure a substantively oppressive clause, but lack of transparency should significantly strengthen the case for judicial control where the clause imposes serious disadvantages.

The legal consequences of unfairness should be governed by proportionality. The preferred remedy should ordinarily be removal or non-enforcement of the unfair term while maintaining the remainder of the contract. This solution directly addresses the source of unfairness while preserving the economic purpose of the transaction. Restriction or modification of the clause may be appropriate where legislation expressly authorizes such intervention and where complete deletion would create an unreasonable or legally dysfunctional result. Damages should remain available where the conduct associated with the unfair term independently satisfies the conditions of contractual or civil liability. Invalidity of the entire contract should generally be reserved for exceptional situations in which the offending provision is inseparable from the essential structure of the agreement or where continuation of the contract would itself perpetuate the injustice.

The principle of contract preservation is especially important from the perspective of the weaker party. A remedial regime should not compel a consumer, small business, or economically dependent party to lose the entire benefit of a transaction merely because the stronger party included an abusive provision. Removing the unfair term will often achieve a better balance between protection and legal certainty than destroying the contractual relationship. At the same time, preserving the contract should not become mandatory where the agreement cannot function without the offending provision or where the remaining structure would continue to produce an unacceptable result.

Ultimately, the regulation of unfair contractual terms should strengthen rather than undermine the legitimacy of contractual freedom. Contractual autonomy is most persuasive when the legal system can distinguish genuine voluntary allocation of risks from arrangements in which formal consent conceals substantial and unjustified domination. A carefully defined unfair-term doctrine would not authorize courts to guarantee equal outcomes or protect parties from every disadvantageous bargain. It would instead provide a principled mechanism for refusing legal support to terms that significantly disturb contractual equilibrium in circumstances where the imbalance cannot reasonably be justified. For Iranian law, the adoption of a structured multidimensional test, combined with proportionate remedies and a preference for preservation of the remaining contract, would provide a more coherent and predictable approach to contractual justice. Such a framework could strengthen the protection of weaker parties, improve consistency in judicial decision-making, encourage more responsible drafting of standard contracts, and preserve the stability and reliability that remain indispensable to private law.

Authors' Contributions

Authors contributed equally to this article.

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