

test:

1) The contracting process is included

1. in the procedural civil law.
2. in the substantive civil law.
3. in the procedural business law.

2) The contracting process is currently regulated mainly in

1. the Public Procurement Act.
2. the Vienna Convention on the International Sale of Goods.
3. the Civil Code.

3) Which definition of a contract is correct?

1. The contract is a bilateral or multilateral legal act, the establishment of which requires the same expression of the will of two or more contracting parties regarding the entire content of the contract, the substance of which is a consensus.
2. The contract is a multilateral legal act, the establishment of which requires the same expression of the will at least three contracting parties regarding the entire content of the contract, the substance of which is a consensus.
3. The contract is a bilateral or multilateral legal act, the establishment of which requires the same expression of the will of two or more contracting parties regarding the entire content of the contract, the substance of which is a trust in others.

4) Which is the first step in the contracting process?

1. an offer withdrawal
2. a contract conclusion
3. an offer

5) The negotiating party starts and continues the negotiations as if it wanted to conclude the contract, but there is no intention of concluding it.

Will the negotiating party be liable in pre-contractual negotiations?

1. No, the liability does not take effect if the contract is not concluded afterwards.
2. Yes, it shall be liable for an offence.
3. Yes, it shall be liable for any damage.

6) The necessary particulars of an offer are

1. proposer identification, indication of who the offer is addressed to, essential content and the will to be bound by the contract if the offer is accepted.
2. proposer identification, indication of who the offer is addressed to and essential content.
3. proposer identification, indication of who the offer is addressed to, essential content, the will to be bound by the contract if the offer is accepted and term for accepting the offer.

7) The form of the contract itself

1. must be concluded first orally and then in writing.
2. must always be concluded in writing.
3. does not need to be concluded in writing.

8) Silence or failure to act as such

1. means the acceptance of an offer.
2. is not the acceptance of an offer.
3. means cancellation of an offer.

9) The contract is concluded

1. upon the term for conclusion expires.
2. at the moment both parties sign the contract.
3. upon acceptance reaching the disposition sphere of the offeror.

10) Which statement is correct?

1. If two entrepreneurs act as professionals between them, there is no need for such protection as in the case of a consumer.
2. If two consumers act as professionals between them, there is no need for such protection as in the case of an entrepreneur.
3. If two professionals act as consumers between them, there is no need for such protection as in the case of an entrepreneur.

11) The business terms and conditions

1. are the necessary particulars of a contract.
2. are normally determined by the offeror in the offer.
3. must be attached to the contract or otherwise demonstrably communicated to the other party by a reference.

12) Adhesion contracts are based on the

1. the “nulla poena sine lege principle”.
2. the “take-it-or-leave-it principle”.
3. the “freedom of contract principle”.

13) Special methods of entering into a contract are those

1. that differ from the general regulation of the contracting process.
2. that are not regulated in the Civil Code.
3. where the third party participate and become a contracting party.

14) Which statement about public tender for the best bid is correct?

1. The method of selecting a bid is never determined by the contracting authority in the invitation to tender.
2. The method of selecting a bid must be determined by the contracting authority in the invitation to tender.
3. The method of selecting a bid may or may not be determined by the contracting authority in the invitation to tender.

15) The public offer differs from the typical contracting process as

1. does not need to have the necessary particulars.
2. the offer is not addressed to a particular person.
3. the contract can be concluded with more than one person.