

## ABSTRACT

**Art. 70 CESL, which is mandatory even for B2B contracts, establishes a duty to notify the other party about the standard terms to be introduced into the contract. In this presentation, Art. 70 CESL will be compared to Dutch private law (notably, Art. 232-234 BW).**

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Under Art. 70 CESL, there are in fact two situations in which the user may invoke the standard terms against the other party: (1) when that party is aware of them, or (2) when the user took *reasonable steps* to draw the other party's attention to them. Criticism has been voiced about the draft: its placement in Chapter 7 would be doubtful, its formulation unclear and its extension to B2B contracts undesirable. In this presentation, Art. 70 CESL will be compared to Dutch private law to see whether the CESL has been rightly criticised on these points.