CONTRACTOR AGREEMENT UNDER THE NEW ROMANIAN CIVIL CODE

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Abstract

Traditionally, the contractor agreement was considered a variety of the leasing contract. If in the case of the lease contract the owner transferred the right to use a good for a certain period of time and the tenant undertook to pay a rent calculated according to the period of use of the property in the case of the contractor agreement, he undertakes to make his work available to the client for a period of time so that at a certain point the work requested by the client is completed. At first glance the two contracts seemed to have a similar structure and mechanisms. In both cases, the client pays a sum of money. While in the case of the lease the lessor cedes the use of a good in the second case the contractor cedes his work. Nowadays, such a vision is found in the regulation provided by the Napoleonic civil code which was strongly influenced by the principles of Roman civil law. Thus, the chapter entitled "Du louage d'ouvrage et d'industrie" is placed in the section entitled "Du contrat de louage" which mainly regulates the types of rent. The Napoleonic civil code does not regulate very clearly the figure of the entrepreneur either. Also, the same regulation confuses the contractor contract with the employment contract for which it establishes some specific rules although the latter is a contract with a clearly distinct profile. The Italian Civil Code of 1942 went beyond this anachronistic vision and regulated the contractor contract as any

contract with its own autonomy. The new Romanian civil code has largely taken over the provisions of the Italian code, considering similarly the contract as distinct from the lease agreement. This study aims to study the regulation offered by the Romanian civil code entered into force in 2011 in order to observe similarity with the Italian civil code and the principles underlying the regulation.

Keywords: *commercial contract*, *contractor agreement*, *contractor obligations*, *client`s obligations*, *risks.*

Introduction

Economic relations are based on the production of goods and the provision of services. One of the legal forms of these social relations is the contractor agreement.

Traditionally, the contractor agreement was considered a variety of the leasing contract. According to the art. 1708 of the Napoleonic Civil Code, "il y a deux sortes de contrats de louage:

Celui des choses,

Et celui d'*ouvrage*".

In the case of the contractor agreement, the contractor undertakes to make his work available to the client for a period of time so that at a certain point the work requested by the client is completed.

While in the case of the lease the lessor cedes the use of a good in the second case the contractor cedes his work. Such a vision is found as we saw in the regulation provided by the Napoleonic Civil Code which was strongly influenced by the principles of Roman civil law[10].

This study aims to analyze the current regulation and to observe if the contract has acquired autonomy.

Unlike the old Civil Code of 1864, which briefly mentioned the lease of things, the new Romanian Code provides a much clearer definition of the contractor agreement.

[10] P. du Plessis, *Borkowski' Textbook on Roman Law*, (Oxford: Oxford University Press, 2010), 277-278.

Therefore, according to the provisions of Art. 1851 by concluding this Agreement, ”the contractor undertakes, at his own risk, to perform a certain work, material or intellectual, or to provide a certain service to the beneficiary, in exchange for a price”.

The legal text is inspired by the Italian Civil Code which provides in Art.1655 that ”l'appalto è il contratto col quale una parte assume, con organizzazione dei mezzi necessari e con gestione a proprio rischio, il compimento di una opera o di un servizio verso un corrispettivo in danaro”[11].

Despite a similarity, the regulation in the Romanian Civil Code does not retain the phrase ”by organizing the necessary means”, which together with the assumption of risks and the performance of a work or the provision of a service for a price outline the substance of the agreement.

It is also noteworthy that the text of the Romanian Civil Code details the fact that the work can be material or intellectual, a specification that we do not find in the Italian Code.

As regulated, the contractor agreement is one of the agreements in which the involvement of the entrepreneur as a production organizer providing goods or services to customers stands out, so we can consider the agreement as a typical commercial agreement.

Its Delimitation from Other Agreements

As the contractor agreement generates an obligation to do a work or thing against a price that will be paid by the beneficiary of the work, it is necessary to differentiate it from other similar contractual profiles. The purpose of the delimitation is to remove any doubt as to the nature of the agreement in view of the fact that it has a special regulation in terms of price, warranty against defects or risks.

Delimitation from the sales agreement. Undoubtedly, the contractor agreement can often be confused with the sales agreement, especially regarding the sale of future goods[12].

In Italian case-law, a contract whose parties have taken into account the intervention of the contractor, even when the raw material is supplied to him, is considered to be a contractor agreement: „si ha appalto quando la prestazione della materia costituisce un

[11] See A. Frondrieschi, “L’appalto d’opera” in Gregorio Gitti, *I contratti per l’impresa* (Bologna: Il Mulino, 2012), 141.
[12] M. Montanari, *Imprenditore. Contratti commercialli*, (Turin: Giuffre, 2001), 178.

mezzo per la produzione dell'opera e il lavoro é il scopo esenziale del negozio, in modo che le modifiche da aportare alle cose, pur rientranti nella normale attivita produttiva dell'imprenditore che si obbliga a fornire ad altri, consistono non gia in accorgimenti marginali e secondari diretti ad adattarle ale specifiche esigenze del destinatario della prestazione, ma sono tali da dare luogo ad un *opus perfectum*, inteso come effectivo e voluto risultato della prestazione"[13] .

The Italian Civil Code does not regulate assessment criteria, therefore the authors of the Romanian Code innovated by drafting art. 1855. According to it, the agreement is a sale one and not a contractor one 'when, according to the intention of the parties, the execution of the work does not constitute the main purpose of the agreement, taking also into account the value of the goods supplied'[14].

Delimitation from the employment agreement. We must add on the other hand that the contractor agreement can be confused with the employment agreement. We remember that the old Civil Code confused the contracts and the employment agreement was considered a variety of the contractor agreement. Thus, according to art. 10 from the Working Code, the individual employment agreement is the contract under which a natural person, referred to as an employee, undertakes to perform work for and under the authority of an employer, natural or legal person, in exchange for a remuneration referred to as a salary. Therefore, the employment agreement presupposes a legal link of subordination between the party who pays the employee's remuneration and the employee, subordination that is not found in the Contractor Agreement.

Delimitation from the Lease Agreement. According to art. 1777 NCC lease is the contract by which one party, called the lessor, undertakes to insure the other party, called the lessee, the use of a good for a certain period, in exchange for a price called rent.

Thereby, although the lease agreement is a contract with successive services and the lessee pays a sum of money as rent, what the lessee actually conveys is the right to use a property, whether it be movable or immovable.

[13] Cassazione, 30 martie 1995, nr. 3807 in Ruperto, Cesare, *La giurisprudenza sul codice civile* (Milano: Giuffre, 2005), p. 4795.

[14] See Gh. Gheorghiu, Contractul de antrepriză in Flavius-Antoniu Baias, *Noul Cod civil: comentariu pe articole: art. 1-2664,* (Bucharest: C.H. Beck, 2014), 2021 ; V. Nemeș and G. Fierbințeanu, *Dreptul contractelor civile si comerciale. Teorie, jurisprudență, modele*, (Bucharest: Hamangiu, 2020), 230.

Delimitation from the Mandate Agreement. According to art. 2009, the mandate is the contract by which a party, called the trustee, undertakes to conclude one or more legal documents on behalf of the other party, called the principal. It seems that there are some similarities but in fact the object is different.

Delimitation from the Deposit Agreement. Since the contractor agreement may assume that the work or service performed by the contractor could be performed on goods handed over by the customer or the principal, the contractor agreement may be confused with the deposit one. According to art. 2103 paragraph 1, the deposit agreement is the contract by which the depositary receives from the depositor a movable property, with the obligation to keep it for a period of time and to return it in kind.

In other words, the deposit agreement involves the preservation of the good received and its return as received, or, within the contractor agreement, the contractor intervenes on the substance of the good by making changes.

As we observed in the case of mandate the object is different even the depositary assume an obligation to do.

Legal Characteristics

The contractor agreement can be characterized by being bilateral and synallagmatic, as it is concluded between two parties, each assuming obligations towards the co-contractor[15].

It is onerous and commutative because the main obligation of the beneficiary is to pay the agreed price. It provides successive execution and, from a contractual point of view, it is consensual because in the absence of a legal provision imposing the authentic form, the principle of consensualism shall be applied.

Unlike the provisions of the old Civil Code, the new Code imposes certain limitations called incapacities. Thus, Art. 1853 refers to the provisions of Art. 1655 paragraph 1 providing that they apply accordingly to the contractor agreement.

[15] See V. Nemeș and G. Fierbințeanu, *Dreptul contractelor civile si comerciale. Teorie, jurisprudență, modele*, (Bucharest: Hamangiu, 2020), 227.

Validity Conditions

Thus, the trustees, for the goods they are entrusted to sell, the parents, the guardian, the curator, the provisional administrator, for the goods of the persons they represent, the civil servants, the syndic judges, the insolvency practitioners, the executors, as well as other such persons, which could influence the conditions of the contractor agreement made through them or which has as its object the goods which they administer or whose administration they supervise, cannot also conclude a contractor agreement for their own goods for a price consisting of a sum of money derived from the sale or exploitation of the good or patrimony that they administer or whose administration they supervise, as appropriate[16].

All these incapacities are regulated by the law in order to impose a fair behaviour of the contractor and the beneficiary.

Object of Agreement

As we have noted above, the performance of a work or the provision of a service is the main obligation of the contractor.

With regard to the price, Art. 1854 NCC paragraph 1 provides that it "may consist of a sum of money or any other goods or services".

Similar to the regulation of the sales agreement, the price must be significant and determined, or at least determinable[17].

In this sense, when the agreement does not include price clauses, the beneficiary owes the price provided by law or calculated according to law or, in the absence of such legal provisions, the price set in relation to the work performed and the expenses necessary to perform the work or service, taking into account the existing protocols as well (Art. 1854 NCC paragraph 3).

The norm is different from the Italian regulation which provides the following in Art. 1657: „Se le parti non hanno determinato la misura del corrispettivo né hanno stabilito il

[16] See V. Nemeș, and G. Fierbințeanu, *Dreptul contractelor civile si comerciale. Teorie, jurisprudență, modele*, (Bucharest: Hamangiu, 2020), 229.
[17] See Gh. Gheorghiu, Contractul de antrepriză in Flavius-Antoniu Baias, *Noul Cod civil: comentariu pe articole: art. 1-2664*, (Bucharest: C.H. Beck, 2014), 2020.

modo di determinarla, essa è calcolata con riferimento alle tariffe esistenti o agli usi; in mancanza, è determinata dal giudice".

That rule is necessary; without it the agreement has no object.

The Civil Code permits three ways to determine the price in order that one of this be compatible with the context and the parties' will.

The beneficiary is only required to pay this increase to the extent that it results from works or services that could not have been provided by the contractor at the time of the conclusion of the agreement.

The parties agree that the contractor agreement will rely on estimate prices, namely a provisional price. In this case, the total price may change depending on the evolution of material prices, labour required and additional works added.

If upon the conclusion of the agreement, the price of works or services has been estimated, the contractor must justify any increase in price (Art. 1865 paragraph 1).

If the price is set according to the value of the works performed, the services provided or the goods supplied, the contractor is required, at the request of the beneficiary, to account for the status of works, services already provided and expenses already incurred (Art. 1866).

On the other hand, the parties may agree on a price for the whole work or service - called a flat rate - without taking into account the amounts that make up the price.

Despite the various innovations brought to the old regulation, in the Romanian Civil Code there are no important provisions regarding various incidents or amendments to the initial agreement.

Thus, the amendments of the Italian Civil Code are as follows:

- amendments made by convention of the Parties,

- necessary changes and amendments ordered by the Beneficiary.

The first case is regulated by the provisions of Art. 1659. According to these, "l'appaltatore non può apportare variazioni alle modalità convenute dell'opera se il committente non le ha autorizzate.

L'autorizzazione si deve provare per iscritto.

Anche quando le modificazioni sono state autorizzate, l'appaltatore, se il prezzo dell'intera opera è stato determinato globalmente, non ha diritto a compenso per le variazioni o per le aggiunte, salvo diversa pattuizione"[18].

The second case is regulated by the provisions of Art. 1660. Thus, „se per l'esecuzione dell'opera a regola d'arte è necessario apportare variazioni al progetto e le parti non si accordano, spetta al giudice di determinare le variazioni da introdurre e le correlative variazioni del prezzo.

Se l'importo delle variazioni supera il sesto del prezzo complessivo convenuto, l'appaltatore può recedere dal contratto e può ottenere, secondo le circostanze un'equa indennità.

Se le variazioni sono di notevole entità, il committente può recedere dal contratto ed è tenuto a corrispondere un equo indennizzo".

Finally, the third case is covered by Art. 1661: „Il committente può apportare variazioni al progetto, purché il loro ammontare non superi il sesto del prezzo complessivo convenuto. L'appaltatore ha diritto al compenso per i maggiori lavori eseguiti, anche se il prezzo dell'opera era stato determinato globalmente.

La disposizione del comma precedente non si applica quando le variazioni, pur essendo contenute nei limiti suddetti, importano notevoli modificazioni della natura dell'opera o dei quantitativi nelle singole categorie di lavori previste nel contratto per l'esecuzione dell'opera medesima"[19].

In this case, when the agreement is concluded for a global price, the beneficiary must pay the agreed price and cannot request a reduction thereof, motivating that the work or service required less work or cost less than provided (Art. 1867 paragraph 1).

Likewise, the contractor cannot claim a price increase for reasons contrary to those mentioned.

The flat rate remains unchanged, although changes have been made to the execution conditions initially provided, unless the parties have agreed otherwise.

[18] See D. Rubino and G. Iudica, Dell'appalto, (Bologna: Zanichelli, 1992), 405-406; O. Cagnasso, Il contratto di appalto, in G. Cottino, Contratti commerciali (Padova: CEDAM, 1991), 690-691.

[19] See D. Rubino and G. Iudica, Dell'appalto, (Bologna: Zanichelli, 1992), 432.

Obligations of Parties

Contractor's obligations

The contractor has the duty to do the work and surrender it when finished to the beneficiary.

In principle, in the execution of the work the contractor can work with his materials or with those procured by the beneficiary.

Unlike the previous Code, which only mentioned the two alternatives, the current Code imposes a presumption, namely that the contractor is obliged to execute the work with his materials in the absence of a contrary legal or conventional provision (Art. 1857 paragraph 1)[20].

When the beneficiary hands over the materials to the contractor, the latter is obliged:

a. to store and use them according to their destination, according to the applicable technical rules,

b. to justify how they have been used; and

c. to return what has not been used for the execution of the work (Art. 1857 paragraph 3 NCC).

A new obligation for the contractor comprised within the current Code is that of information[21]. That made the contractor careful regarding the materials.

In the Italian Code, the information obligation only takes into account the defects of the materials provided by the beneficiary: L'appaltatore è tenuto a dare pronto avviso al committente dei difetti della materia da questo fornita, se si scoprono nel corso dell'opera e possono comprometterne la regolare esecuzione (Art.1663)[22].

Therefore, according to Art. 1858 the Contractor is obliged to inform without delay the Beneficiary if the normal execution of the work, its durability or its use according to its destination would be endangered due to:

[20] See V. Nemeș, and G. Fierbințeanu, Gabriela, Dreptul contractelor civile si comerciale. Teorie, jurisprudenta, modele, (Bucharest: Hamangiu, 2020), 237; Gheorghiu, Gheorghe, Contractul de antrepriză in Baias, Flavius-Antoniu, Noul Cod civil: comentariu pe articole: art. 1-2664, (Bucharest: C.H. Beck, 2014), 2022.

[21] Gh. Gheorghiu, Contractul de antrepriză in Flavius-Antoniu Baias, Noul Cod civil: comentariu pe articole: art. 1-2664, (Bucharest: C.H. Beck, 2014), 2022.

[22] D. Rubino and G. Iudica, Dell'appalto, (Bologna: Zanichelli, 1992), 295.

a) the procured materials or other means that, according to the Agreement, the beneficiary made available;

b) inadequate instructions given by the beneficiary;

c) the existence or emergence of circumstances for which the contractor is not liable[23].

In the other case, the contractor working with his materials is responsible for their quality, according to the provisions of the sales agreement.

Since the contractor actually hands over the good in a similar way to the seller, he is obliged to guarantee against the defects of the work and for the qualities agreed pursuant to Art. 1863 which refers to the regulation of the warranty against latent defects in the thing sold[24].

The Italian code contains a special regulation regarding the guarantee against the defects.

The first paragraph of art.1667 is similar to the regulation from the sale contract: L'appaltatore è tenuto alla garanzia per le difformità e i vizi dell'opera. La garanzia non è dovuta se il committente ha accettato l'opera e le difformità o i vizi erano da lui conosciuti o erano riconoscibili, purché, in questo caso, non siano stati in mala fede taciuti dall'appaltatore.

The second paragraph impose to the beneficiary a special term to point out the defects: Il committente deve, a pena di decadenza, denunziare all'appaltatore le difformità o i vizi entro sessanta giorni dalla scoperta. La denunzia non è necessaria se l'appaltatore ha riconosciuto le difformità o i vizi o se li ha occultati.

Finally, the third paragraph impose a special term for the beneficary's action: L'azione contro l'appaltatore si prescrive in *due anni* dal giorno della consegna dell'opera. Il committente convenuto per il pagamento può sempre far valere la garanzia, purché le difformità o i vizi siano stati denunziati entro sessanta giorni dalla scoperta e prima che siano decorsi i due anni dalla consegna.

[23] V. Nemeș, and G. Fierbințeanu, Dreptul contractelor civile si comerciale. Teorie, jurisprudenta, modele, (Bucharest: Hamangiu, 2020), 241; Gheorghiu, Gheorghe, Contractul de antrepriză in Baias, Flavius-Antoniu, Noul Cod civil: comentariu pe articole: art. 1-2664, (Bucharest: C.H. Beck, 2014), 2022.

[24] Gh. Gheorghiu, Contractul de antrepriză in Flavius-Antoniu Baias, *Noul Cod civil: comentariu pe articole: art. 1-2664*, (Bucharest: C.H. Beck, 2014), 1888 et seq.

Beneficiary's Obligations

The beneficiary has two main obligations.

Like the buyer, he has the obligation to participate in the acceptance of the work.

Thus, according to Art. 1862 paragraph 1 immediately after receiving the communication by which the contractor notifies him that the work is completed, the beneficiary has the obligation to verify it, within a reasonable time according to the nature of the work and protocols in the field, and, if it meets the conditions established by contract, to accept it, and, where appropriate, to retrieve it.

If, without good reasons, the beneficiary fails to appear or does not communicate without delay to the contractor the result of the verification, the work is considered accepted without reservations[25].

The beneficiary who has accepted the work without reservations no longer has the right to invoke the apparent defects of the work or the apparent lack of agreed qualities.

Art. 1862 is inspired by Art.1665 from the Italian Code. According to the latter "il committente, prima di ricevere la consegna, *ha diritto di verificare l'opera compiuta*.

La verifica deve essere fatta dal committente appena l'appaltatore lo mette in condizione di poterla eseguire.

Se, nonostante l'invito fattogli dall'appaltatore, il committente tralascia di procedere alla verifica senza giusti motivi, ovvero non ne comunica il risultato entro un breve termine, l'opera si considera accettata.

Se il committente riceve senza riserve la consegna dell'opera, questa si considera accettata ancorche' non si sia proceduto alla verifica".

Regarding the payment of the price, the new Code introduces a rule linking the payment to the acceptance of the good.

The Italian Code provided that rule: "Salvo diversa pattuizione o uso contrario, l'appaltatore ha diritto al pagamento del corrispettivo quando l'opera e' accettata dal committente".

[25] V. Nemeș and G. Fierbințeanu, *Dreptul contractelor civile si comerciale. Teorie, jurisprudenta, modele*, (Bucharest: Hamangiu, 2020), 244-45.

Therefore, according to Art. 1864 paragraph 1 when the object of the agreement is a work, the Beneficiary is obliged to pay the Contractor the price on the date and place of acceptance of the entire work, unless otherwise provided by law or agreement.

Legal Mortgage

Sometimes, the beneficiary may not pay the price. This is a major risk for the contractor because he has to pay the pice of materials and surely the salaries of his employees.

In order to guarantee the payment of the price due for the work, the contractor benefits from a legal mortgage on the work, constituted and preserved in accordance with the law.

In comparison with the Italian Code the choice of the Romanian Code authors' is innovative.

Incidents during the Performance of Agreement. Good Risks and Agreement Risks

Sometimes, the work may be in danger without one of the parties' fault.

That's why the law intervenes: If the beneficiary, although notified by the contractor under the conditions of Art. 1858, does not take the necessary measures within a period appropriate to the circumstances, the contractor may terminate the agreement or may continue its execution at the risk of the beneficiary, notifying him in this regard (Art. 1859 paragraph 1).

Art. 1859 paragraph 2 is innovative also. The contractor is obliged to request the termination of the agreement, under the sanction of taking over the risk and being liable for the damages caused, including to third parties, when the work would be likely to threaten a person's health or bodily integrity.

An aspect related to the specifics of the contractor agreement regulation is related to the loss of the work before acceptance. The regulation is found in Article1860.

According to this norm, if prior to the acceptance the work is lost or damaged due to causes not attributable to the beneficiary, the contractor who purchased the material is obliged to restore it at his own expense and in compliance with the initial conditions and

terms, taking into account, if necessary, the rules on the fortuitous suspension of the execution of obligations.

Basically, the risk of losing the goods is the contractor's responsibility. It is normally because the goods are in the contractor's possession.

The law impose to the contractor to assume the the agreement risk. According to Art.1864 paragraph 2 if the work perished or deteriorated before acceptance, without the fault of the beneficiary, the contractor is not entitled to the price if he gave the material or if the loss or damage had a cause other than defects of the material given by the beneficiary. In this case, the agreement remains in force, with the provisions of Art. 1860 applicable.

A particular situation is when the material belongs to the beneficiary and is handed over to the contractor for processing. A special rule establishes the person who assumes the agreement risk.

In this case according to Art. 1860 paragraph 2, when the material was purchased by the beneficiary, he is required to bear the costs of restoring the work only if the loss was due to a defect in the materials. In other cases, the beneficiary is obliged to provide the materials again, if the loss or damage is not attributable to the contractor.

The provisions of this Article do not apply when the loss or damage occurs after the acceptance of the work, in which case the contractor remains liable, if applicable, under the warranty against latent defects and for the agreed qualities.

Work Control and Execution

The work must be done as the parties agreed.

In order to prevent some execution defects and to be able to exercise the rights specified above, Art. 1861 of the NCC recognizes the beneficiary's right, at his own expense, to control the work during its execution, without unduly embarrassing the contractor, and to communicate his observations to the latter.

So defects can be avoid and the work will be as the parties conceived it.

According to the Italian Code, namely Art. 1662. Verifica nel corso di esecuzione dell'opera "il committente ha diritto di controllare lo svolgimento dei lavori e di verificarne a proprie spese lo stato. Quando, nel corso dell'opera, si accerta che la sua esecuzione non

procede secondo le condizioni stabilite dal contratto e a regola d'arte, il committente può fissare un congruo termine entro il quale l'appaltatore si deve conformare a tali condizioni; trascorso inutilmente il termine stabilito, il contratto è risoluto, salvo il diritto del committente al risarcimento del danno".

It means that the contractor has a term within he must do the work according to the agreement.

Direct Action of Workers

Sometimes the workers of the contractor are not paid in time. That's why it was necessary a rule to protect them.

According to the Art.1856 to the extent that they have not been paid by the contractor, the persons who, under an agreement concluded with him, have carried out an activity for the provision of services or the execution of the contracted work, have direct action against the beneficiary, up to the amount owed by the latter the contractor at the time of commencement of the proceedings[26].

This action assures the payment in time of the salaries.

Termination of Agreement

Obviously, like any bilateral and synallagmatic agreement, the contractor Agreement can be terminated by an event that makes the obligation impossible to perform or by termination of the agreement due to the fault of one of the parties (art.1871-1872 NCC).

Assuming that the contractor was a natural person, the possibility of agreement termination is traditionally recognized when he dies during the performance of the contract, as the contract was considered an *intuitu personae* legal act[27]. It was therefore presumed that since the qualities of the contractor or handyman were the basis for concluding the contract, it was natural that by the death of the handyman, architect or contractor - as provided in Art. 1485 of the old Code - the Lease Agreement to be terminated.

[26] V. Nemeș and G. Fierbințeanu, Dreptul contractelor civile si comerciale. Teorie, jurisprudență, modele, (Bucharest: Hamangiu, 2020), 250-51.
[27] *Idem*, 246-7.

The rule is also taken over by the new Civil Code which states that when the contractor dies or becomes, without any fault of his own, unable to complete the work or provide the service, the contract terminates if it was concluded in consideration of the contractor's personal skills (Art.1871 paragraph 1)[28].

The regulation of the Romanian Code follows that of the Italian Code which stipulates that „il contratto di appalto non si scioglie per la morte dell'appaltatore, salvo che la considerazione della sua persona sia stata motivo determinante del contratto (Art. 1674).

Conclusions

The new regulation of the contractor agreement from the Romanian Civil Code can only be welcomed. Through it, the Company agreement has acquired a special regulation and the forced similarities with the lease agreement have been removed. Even if by this new regulation the contractor agreement exceeds the influence of Roman law, clearer and more specific rules were necessary for various situations in practice and the choice of the Italian Civil Code as a source of inspiration can only be a realistic one.

[28] Gh. Gheorghiu, Contractul de antrepriză in Flavius-Antoniu Baias, *Noul Cod civil: comentariu pe articole: art. 1-2664*, (Bucharest: C.H. Beck, 2014), 2028.

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