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LIMITS OF CONTRACTUAL EXCLUSION OF LIABILITY FOR LEGAL DEFECTS IN CONTRACTS OF SALE – BETWEEN FREEDOM OF CONTRACT AND BUYER PROTECTION

ABSTRACT: This paper analyzes the seller's liability for legal defects in contracts of sale, with particular emphasis on the limits of contractual exclusion of such liability. The focus is on the normative framework established in Articles 508–515 of the Law on Obligations of the Republic of Serbia, which sets out the conditions under which the seller is liable for third-party rights over the object of sale, as well as situations in which contractual provisions excluding liability have no legal effect. The paper examines the role of principles of contract law—primarily good faith, fair dealing, and freedom of contract—in interpreting and limiting contractual autonomy. Relevant case law is also analyzed, with particular reference to the Supreme Court of Serbia ruling Rev. 742/06, which confirms that the seller's liability cannot be excluded when the principle of good faith is breached and when the buyer was not informed of legally relevant facts. The comparative section highlights similar solutions in the legal systems of France, Germany, Slovenia, Croatia, and Bosnia and Herzegovina, as well as in the Vienna Convention (CISG), confirming a high degree of normative alignment in

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European and international contexts. Particular attention is given to *de lege ferenda* issues, especially concerning the clarification of time limits and the standardization of contractual provisions that ensure a fair allocation of risk.

Keywords: *seller's liability, legal defects, contract of sale, contractual autonomy, legal certainty.*

1. Introduction

The seller's liability for legal defects affecting the subject of sale represents one of the fundamental institutes of contract law, crucial for safeguarding trust in legal transactions. A legal defect entails the existence of third-party rights over the object of sale, which may limit, reduce, or entirely preclude the buyer's ability to use the object. Although this type of liability is commonly addressed through the notion of eviction, its meaning is broader in modern contract law. The issue of legal defects remains relevant in contemporary legal systems, particularly in international trade, where conflicting normative regimes of buyer protection may arise. The Vienna Convention on Contracts for the International Sale of Goods (CISG) (1980) provides a general framework for seller liability, while national legislations (e.g., the Serbian Law on Contracts and Torts, the German BGB, and the French Code civil) introduce different approaches to the interpretation and limitation of liability. Legal certainty and stability of contractual relationships constitute the foundation of legal trust and are essential for the smooth flow of goods and services in modern legal systems.

It is important to recall that the issue of legal defects is not merely a contemporary theoretical concern. Over a century ago, Perić noted that "despite the principle that no one can dispose of another's rights, it may happen that a legal transaction, in which a third party did not participate, is not indifferent to that party," because the contracting parties included rights belonging to that third party (Perić, 1920, p. 13).

The aim of this paper is to analyze the legal framework governing the seller's liability for legal defects in contracts of sale, with special attention to the limits of contractual exclusion of such liability. The research will employ both dogmatic and comparative methods, through analysis of positive legal solutions in domestic and foreign legal systems, as well as current case law. Based on these issues, the paper will be structured into five main thematic sections: the concept and nature of legal defects; legal grounds of liability; possibilities of contractually excluding such liability; a comparative legal overview; and, finally, concluding considerations with *de lege ferenda* proposals.

2. Legal Nature of Liability for Legal Defects

The seller's liability for legal defects is rooted in the very structure of the contract of sale as a bilateral contract (Despotović, 2024, p. 21). The seller is obligated to transfer the object free of legal impediments originating from third parties, and if this obligation is not fulfilled, the seller is liable regardless of fault. The contract creates a legitimate expectation on the part of the buyer that they will be able to freely exercise the acquired right, and any breach of this expectation constitutes grounds for triggering the seller's liability.

This section examines the legal nature of liability for legal defects, the conditions under which it arises and is enforced, with particular attention to the concept of a legal defect, the moment it becomes legally relevant, and the resulting legal consequences.

2.1. Concept of Legal Defect and the Moment of Liability Arising

A legal defect arises when a third party holds a legally recognized right over the object of sale that may limit, exclude, or reduce the buyer's entitlements arising from the contract of sale. Legal doctrine emphasizes that a legal defect does not constitute an obstacle to the fulfillment of the contract as a whole, but only to the performance of a specific contractual obligation (Karanikić Mirić, 2024, p. 389). This occurs when the seller is not authorized to transfer the right stipulated in the contract because that right is already wholly or partially encumbered by third-party rights. As a result, the buyer acquires fewer rights than stipulated by the contract. This phenomenon is most commonly referred to as eviction, defined as legal disturbance of the buyer based on a right or legal claim of a third party, leading to exclusion, reduction, or limitation of the buyer's entitlements (Radišić, 2004, pp. 150–151).

For a legal defect to be considered relevant, it must exist at the moment the contract is concluded. The seller's liability is based on the fact that they sold more rights than they possessed, thereby violating the principle of legal certainty (Loza, 2000, p. 139). This also follows from the nature of the contract of sale as a bilateral contract: the seller must guarantee that the object is free from third-party rights; otherwise, they bear consequences for the existence of legal defects (Bikić, 2005, p. 9).

Legal defects include both real rights of third parties—such as ownership, pledge rights, and similar rights—and certain personal rights, provided they limit the buyer's ability to dispose of or use the item. In this respect, the buyer's

position as the holder of contractual rights is fundamentally compromised (Fišer Šobot, 2015, p. 461). The seller's liability for legal defects does not depend on fault but is based on an objective criterion aimed at protecting the buyer's interests and preserving legal certainty in legal transactions.

2.2. Eviction, Disturbance, and the Buyer's Legal Remedies

Eviction is a legal concept denoting the buyer's legal disturbance by a third party, based on that party's legally recognized right. The term third-party right encompasses all real and personal rights existing over the object, through which the third party may affect the item or limit the buyer's ability to use, exploit, or dispose of it (Bamberger & Roth, 2003, p. 2831). Legal disturbance differs from factual disturbance: it involves a third party asserting a right that challenges the buyer's entitlement to the item, either through legal proceedings or another binding legal mechanism. There is no legally relevant disturbance if the third party invokes a non-existent or unfounded right—mere assertion of a stronger right without legal basis does not constitute eviction or legal disturbance (Loza & Misita, 1988, p. 30).

Factual disturbance manifests in situations where a third party deprives the buyer of the item by force (*vi*), stealth (*clam*), or deceit (*precario*), following classical Roman law classifications of disturbance (Perić, 1920, p. 41). Although such cases rarely arise in contemporary contract law disputes, they highlight the broad concept of disturbance underpinning the seller's liability.

Liability for eviction exists regardless of whether the seller knew about the third party's right. The key criterion is that the legal defect existed at the time of contract formation. In such cases, the buyer is entitled to claim damages, terminate the contract, or seek an appropriate reduction in price, depending on the degree of limitation imposed on their rights. The buyer is obligated to notify the seller of the eviction within a reasonable period, in accordance with the principles of good faith and fair dealing (Zindović, 2010, p. 37). The absence of a formal deadline in the Law on Obligations (1978) does not relieve the buyer of the duty to act with the diligence of a prudent businessperson.

3. Contractual Exclusion of Liability for Legal Defects

The issue of contractually excluding liability for legal defects is one of the most delicate matters in the law of obligations, as it lies at the intersection of two fundamental principles: freedom of contract and legal certainty. While parties are free to regulate their mutual rights and obligations, such freedom cannot extend to the point of endangering basic guarantees that protect the weaker party in the contractual relationship. The seller's liability for legal defects cannot be fully derogated even when there is mutual consent between the parties, if such exclusion would violate the principles of good faith, prohibition of abuse of rights, or infringe upon the essential legal interests of the buyer. The following section analyzes the statutory framework regulating the exclusion of liability, as well as its boundaries from the perspective of case law and legal doctrine.

3.1. Statutory Framework and Limits of Exclusion

Article 513 of the Law on Obligations (hereinafter: LO) (1978) provides that the seller may be contractually released from liability for legal defects. However, it also clearly stipulates the circumstances under which such exclusion has no legal effect. The basis for the seller's liability is found in Article 508, which provides that the seller is liable if the item is subject to a third-party right that excludes, reduces, or restricts the buyer's right, and of which the buyer was neither informed nor gave consent. Furthermore, Article 515 prescribes that the buyer must exercise their rights arising from legal defects within one year from becoming aware of the third-party right, unless that third party initiates legal proceedings within that period—in which case, the buyer's right expires six months after the final conclusion of the proceedings. These provisions set both temporal and substantive limits to liability, thereby ensuring legal certainty in eviction protection.

The seller's liability cannot be excluded if they were aware of the third-party right and failed to inform the buyer, if the defect could not have remained unknown to them, or if the legal defect stems from fraud, gross negligence, or intentional concealment.

Of particular relevance are cases where the legal defect arises from public law restrictions. For instance, the designation of a property as cultural heritage has a declaratory character—its absence from a public register does not mean the designation does not exist. The buyer of real estate cannot acquire ownership free of such encumbrance merely because it was not registered.

Even if the property was not officially registered as cultural heritage at the time of sale, the buyer cannot rely on good faith to acquire the property free of that burden. If the seller is aware of such a restriction and fails to inform the buyer, they remain liable despite any contractually agreed exclusion of liability (Živković, 2021, pp. 174–175). In this respect, buyer protection is not based solely on contractual terms, but also on general principles of fairness and legal certainty in commerce.

Rule on the invalidity of liability exclusion in cases of seller's bad faith is also confirmed in international instruments, such as the Vienna Convention. While the Convention recognizes the principle of contractual autonomy, it also imposes on the seller the obligation to deliver goods free from any right or claim of third parties (Art. 41 CISG), provided the buyer has not been informed thereof.

3.2. Case Law and Factual Limitations

In legal theory, the seller's liability for legal defects is based on objective criteria, while case law plays a crucial role in delineating the limits of contractual exclusion of such liability. In this context, the ruling of the Supreme Court of Serbia,¹ serves as a relevant and illustrative example of judicial protection of the buyer in a case involving a legal defect arising from a public law restriction.

In the cited case, the buyer purchased a motor vehicle from an authorized seller, which was later confiscated by a competent state authority due to its prior importation in violation of customs regulations. Although the vehicle was physically functional and registered, its legal status was encumbered—there were grounds for its later confiscation. The seller did not inform the buyer of these circumstances, despite, according to the court's assessment, being under a duty to know about them.

The Supreme Court clearly stated that this constituted a legal defect, as the object was subject to a public law restriction that existed prior to the conclusion of the contract. The court applied Article 510(3) and Article 512 of the Law on Obligations (1978), emphasizing that the seller is liable even in cases where they were not traditionally acting in bad faith, but failed to disclose relevant circumstances affecting the acquisition and use of the item. It was thus confirmed that the seller's liability cannot be excluded by contract when the principles of good faith and buyer information are violated.

¹ Presuda Vrhovnog suda Srbije [Judgment of the Supreme Court of Serbia]. Rev. 742/06 od 28 Juna, 2006. godine.

Particularly important is the court's restrictive stance toward contractual autonomy — even if the contract contained a clause excluding liability, it would have no legal effect, as the seller was under a duty to be aware of the defect. This judgment thus confirms that contractual freedom has its limits, shaped around the principles of fairness, protection of the weaker party, and legal certainty in commerce.

Based on this ruling, it can be concluded that Serbian case law consistently holds that the seller's liability for legal defects cannot be contractually derogated when the seller withholds the existence or risk of a legal restriction affecting peaceful and lawful use of the object. Such a judicial stance aligns with the core values of contract law and contributes to stability and trust in legal transactions.

4. Comparative Legal Framework

Comparative legal analysis plays a crucial role in understanding the limits of contractual exclusion of liability for legal defects, particularly in the context of international trade in goods and the diversity of legal systems. A comparative approach allows for the identification of similarities and differences among various legal regimes, thereby deepening the understanding of domestic norms and highlighting potential directions for their development. The analysis begins with the solutions contained in the Vienna Convention (CISG), German and French law, followed by an examination of the legal systems of Bosnia and Herzegovina, Croatia, and Slovenia as representative frameworks from the regional legal context.

4.1. Comparative Solutions in German, French Law and the CISG

In modern contract law, standards of liability for legal defects in contracts of sale have largely been harmonized through international conventions and national legislative traditions. A review of relevant solutions in these three legal systems provides a foundation for a comparative understanding of liability standards.

The Vienna Convention on Contracts for the International Sale of Goods (CISG) establishes a precise and balanced system of seller liability for legal defects. According to Article 41 CISG, the seller must deliver goods free from any right or claim of a third party, unless the buyer has expressly agreed to accept the goods subject to such encumbrances. This provision establishes

the seller's objective liability, regardless of fault, closely paralleling civil law systems that affirm strict liability in connection with legal defects.

Article 42 further specifies that the seller is also liable for disturbances arising from intellectual property rights, provided that they knew or ought to have known of their existence. Liability is tied to rights recognized in the country where the goods are to be used, if such use was foreseeable at the time of contract conclusion, thereby introducing a standard of diligence and foreseeability in cross-border transactions.

According to Article 43, the buyer must notify the seller in a timely manner of the existence of third-party rights, or else loses the right to invoke the legal defect. This rule affirms the principle of good faith and fair dealing, enabling the seller to protect themselves or take appropriate measures

However, Article 44 introduces some flexibility: in cases where the buyer has a reasonable excuse for failing to notify the seller in time, they may still claim a price reduction or damages. This exceptional provision mitigates the strict procedural discipline and enables equitable dispute resolution, taking into account the specific circumstances of the case.

In the German Civil Code (BGB), seller liability for legal defects is defined in § 435. A legal defect exists if a third party has or may assert a right over the object that restricts the buyer's ownership. Under § 437 BGB, the buyer is entitled to repair, replacement, price reduction, contract termination, or damages. Similar to Serbian law, German law recognizes strict seller liability, but allows contractual exclusion only under certain conditions.

The French Code civil, in Articles 1625 to 1641, governs liability for so-called *éviction*—legal dispossession. Article 1626 states that the seller guarantees the buyer peaceful possession, while Article 1628 provides that the seller is liable for any interference by a third party with a right to the item, even if the seller was unaware of it. Article 1641 further declares that any contractual provision excluding liability is null and void if the seller knew of the defect. French law strongly emphasizes the guarantee obligation, and even a buyer acting in bad faith enjoys a degree of protection if unable to use the item in accordance with the contract.

The CISG, German, and French legal systems all start from the general assumption that the seller must guarantee legally unencumbered use of the item. While terminology and the scope of third-party rights constituting legal defects may differ, the core legal concept remains the same: the buyer has the right to acquire the item free from third-party claims unless explicitly agreed otherwise. A common element is the possibility of contractually limiting liability, but only under strictly defined conditions and in line with good faith

principles. This comparative basis serves as the foundation for further analysis of the legal frameworks of former Yugoslav republics.

4.2. Comparative Analysis with the Legislation of BiH, Croatia, and Slovenia

The laws of Bosnia and Herzegovina, Croatia, and Slovenia, as successors of the Yugoslav system of obligations, have retained the fundamental structure and norms concerning the seller's liability for legal defects. However, certain differences in formulation and judicial interpretation open space for comparative analysis aimed at a more precise understanding of domestic law and potential *de lege ferenda* initiatives.

In Bosnia and Herzegovina, the entity-level laws on obligations remain in force, based on the text of the 1978 Federal Law on Obligations, with editorial changes and adaptations to each entity's legal framework. According to Article 513 of the Law on Obligations of the Republika Srpska (1993), the seller is liable if it turns out that a third-party right exists on the item, while paragraph 2 of the same article provides that a contractual provision excluding liability has no legal effect if the seller knew of that right and failed to inform the buyer. Legal literature emphasizes the importance of the principle of good faith and the seller's duty to ensure the buyer peaceful and unhindered use of the item, even when ownership is not explicitly guaranteed by contract.

The Croatian Obligations Act, in Articles 430 to 437, provides for seller liability for legal defects, particularly stressing the seller's obligation to guarantee that no third-party rights exist which could limit or exclude the buyer's ownership right (Slakoper, 2007, pp. 7 and 9). If the buyer did not know and could not have known of such a right, the seller is liable by operation of law, regardless of fault, while exclusion of liability is possible only if the buyer was expressly informed of the legal defect and consented to it. Croatian legal doctrine consistently holds that these norms are interpreted restrictively in favor of the buyer, especially in cases of standardized contracts and informational imbalance between the parties (Slakoper, 2007, p. 12).

The Slovenian Obligations Code (2001) contains corresponding norms on legal defects in Articles 488 to 495. According to Article 488 OZ, the seller is liable if a third-party right exists that excludes, reduces, or limits the buyer's right, unless the buyer knew and explicitly accepted that right. Article 493 OZ provides that contractual exclusion of liability may be agreed, but such exclusion has no legal effect if the seller knew or ought to have known

of the third-party right and failed to disclose it to the buyer. Slovenian legal literature and commentary emphasize the principle of fairness and the duty to inform, particularly valuing the conduct of the parties during negotiations and contract conclusion, especially in transactions involving professional sellers.

Compared to the aforementioned legal frameworks, it can be concluded that the regional laws largely share a common basis rooted in the 1978 Yugoslav Obligations Act, but differences in statutory formulations and interpretations highlight the need for continuous alignment with modern legal standards. All analyzed systems recognize the seller's objective liability for legal defects, allowing for contractual exclusion only under conditions of good faith and timely notification of the buyer about relevant circumstances. Judicial practice shows a tendency toward restrictive interpretation of contractual clauses that derogate statutory buyer protection, thereby affirming the public interest in preserving fairness and stability in legal transactions.

5. Conclusion

The seller's liability for legal defects in contracts of sale plays a crucial role in preserving trust in the legal order and the stability of contractual relations. Its purpose is not limited to the protection of the buyer's individual interests, but extends to maintaining the balance of obligations and the principle of fairness in commerce. The normative framework set out in Articles 508–515 of the Law on Obligations of the Republic of Serbia (1978) confirms that this is a case of objective seller liability, which may only be excluded under strictly defined conditions.

Article 508 serves as the cornerstone of this institution, establishing the seller's obligation to be liable if a third-party right exists over the item that limits or excludes the buyer's right, and about which the buyer was neither informed nor consented to. Article 513 allows for contractual exclusion of liability, but only within the boundaries defined by the principles of good faith, fairness, and loyalty between the contracting parties. In this regard, Article 512 categorically denies legal effect to any contractual provision when the seller knew, or ought to have known, of the third-party right and failed to inform the buyer. Finally, Article 515 specifies the deadlines for the buyer's claims—one year from discovering the legal defect, or six months from the final conclusion of legal proceedings if they had been initiated. Together, these provisions establish a balanced protection system that respects both freedom of contract and legal certainty.

In judicial practice, particularly through the ruling of the Supreme Court of Serbia Rev. 742/06, standards have been affirmed that limit the seller's ability to rely on contractual exclusion of liability if they have withheld legally relevant facts. Thus, the courts emphasize that contractual autonomy, though constitutionally and legally protected (Article 10 LO), must be exercised within the framework of good faith, fairness, and the prohibition of abuse of rights. The court cannot recognize the effect of clauses that disrupt the balance of obligations and the justified expectations of the party suffering the consequences of another's bad faith.

Comparative legal solutions further confirm the consistency of these principles. The legal systems of Germany and France, as well as the laws of Slovenia, Croatia, and Bosnia and Herzegovina, start from a common approach—seller liability for legal defects is objective in nature and can only be excluded if the seller acted in good faith, informed the buyer of the third-party right, and the buyer gave express, informed, and voluntary consent to the legal burden. In all analyzed legal frameworks, the buyer's right to acquire an item free from legal encumbrances prevails over contractual clauses that derogate statutory guarantees, especially in situations of information imbalance, denial of relevant information, and violation of the principle of trust. The Vienna Convention on Contracts for the International Sale of Goods (CISG), as an international legal standard, further reinforces these principles, emphasizing the seller's duty to deliver goods free from legal encumbrances, unless the buyer was duly informed and explicitly agreed to their existence.

De lege ferenda, it would be beneficial to consider more precisely defining the relationship between the buyer's awareness of the legal defect and the commencement of the deadline under Article 515 LO, as well as introducing sanctions for the seller's failure to inform the buyer of relevant legal obstacles. In international contracts, special attention should be given to the standardization of contractual clauses that would enhance legal predictability and ensure a better balance of contractual rights and obligations.

The limits of contractual exclusion of liability for legal defects in contracts of sale must remain grounded in the systemic values of contract law: the principles of good faith, fairness, and legitimate reliance on trust in contractual dealings. Freedom of contract, as a fundamental element of dispositive contract law, must not be a source of legal imbalance but an instrument for achieving equality, stability, and legal certainty in contractual relations.

Conflict of Interest

The authors declare no conflict of interest.

Author Contributions

Conceptualization, D.D.; methodology, D.D.,; formal analysis, D.D.; writing - original draft preparation, D.D.; writing - review and editing, R.Ž. All authors have read and agreed to the published version of the manuscript.

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GRANICE UGOVORNOG ISKLJUČENJA ODGOVORNOSTI ZA PRAVNE NEDOSTATKE KOD UGOVORA O PRODAJI – IZMEĐU SLOBODE UGOVARANJA I ZAŠTITE KUPCA

APSTRAKT: Rad se bavi analizom odgovornosti prodavca za pravne nedostatke kod ugovora o prodaji, sa posebnim osvrtom na granice ugovornog isključenja te odgovornosti. U fokusu je normativni okvir sadržan u članovima 508–515 Zakona o obligacionim odnosima Republike Srbije, koji propisuje uslove pod kojima prodavac odgovara za postojanje prava trećih lica na stvari, kao i situacije u kojima ugovorne odredbe o isključenju odgovornosti nemaju pravno dejstvo. U radu se razmatra uloga načela obligacionog prava, prvenstveno savesnosti, poštenja i slobode ugovaranja, u tumačenju i ograničavanju ugovorne autonomije. Analizirana je i relevantna sudska praksa, s naglaskom na presudi Vrhovnog suda Srbije Rev. 742/06, koja potvrđuje da se odgovornost prodavca ne može isključiti kada je povređeno načelo savesnosti i kada je izostalo obaveštavanje kupca o pravno relevantnim činjenicama. Uporednopravni deo rada osvetljava slična rešenja u pravu Francuske, Nemačke, Slovenije, Hrvatske i Bosne

i Hercegovine, kao i u Bečkoj konvenciji (CISG), potvrđujući visok stepen normativne saglasnosti u evropskom i međunarodnom kontekstu. Posebna pažnja posvećena je pitanjima *de lege ferenda*, koja se odnose na preciziranje rokova i standardizaciju ugovornih odredaba koje osiguravaju pravičnu raspodelu rizika.

Ključne reči: odgovornost prodavca, pravni nedostaci, ugovor o prodaji, ugovorna autonomija, pravna sigurnost.

References:

1. Bamberger, H., & Roth, H. (2003). *Kommentar zum Bürgerlichen Gesetzbuch – Band 3* [Commentary on the Civil Code – Vol. 3]. München: C. H. BECK
2. Bikić, A. (2005). *Obligaciono pravo – posebni dio* [Obligation law – special part]. Sarajevo: Pravni fakultet
3. *Bürgerliches Gesetzbuch - BGB* [German Civil Code - BGB]. Zuletzt geändert durch Artikel 1 G v. 22.12.2023 (BGBl. I Nr. 411). Downloaded 2025, January 10 from <https://www.gesetze-im-internet.de/bgb/>
4. *Code civil* [Civil Code]. Version consolidée au 1er janvier 2024. Downloaded 2025, January 10 from <https://www.legifrance.gouv.fr>
5. Despotović, D. (2024). *Obligaciono pravo – posebni deo* [Obligation law – special part]. Novi Sad: Pravni fakultet za privredu i pravosuđe
6. Fišer Šobot, S. (2015). Odgovornost prodavca za pravne nedostatke u pravu međunarodne i domaće prodaje [Seller's responsibility for legal deficiencies in international and domestic sales law]. *Pravo i privreda*, 53(4-6), pp. 456–471
7. Karanikić Mirić, M., (2024). *Obligaciono pravo, treće izdanje* [Law of Obligations, Third Edition]. Beograd: Službeni glasnik
8. Loza, B. (2000). *Obligaciono pravo* [Law of obligations]. Beograd: Službeni glasnik
9. Loza, B., & Misita, N. (1988). *Obligaciono pravo – poseban deo* [Obligation law – special part]. Sarajevo: Dom štampe
10. Perić, Ž. (1920). *Specijalni deo građanskog prava II – Obligaciono (tražbeno) pravo*. [Special part of civil law II – Obligatory (claim) law]. Beograd: Vuk Karadžić
11. Radišić, J. (2004). *Obligaciono pravo – opšti deo, sedmo izdanje* [The Law of Obligations – General Part, Seventh Edition]. Beograd: Nomos

12. Slakoper, Z. (2007). Odgovornost za pravne nedostatke u Zakonu o obveznim odnosima i izabranim pravnim poretcima. [Responsibility for legal deficiencies in the Law on Obligatory Relations and selected legal orders]. *Zbornik Pravnog fakulteta Sveučilišta u Rijeci*, 28(1), pp. 1–43
13. United Nations Convention on Contracts for the International Sale of Goods, Vienna, 1980 - CISG
14. Zakon o obligacionim odnosima [Law on Obligations], *Službeni list SFRJ*, br. 29/78, 39/85, 45/89 - odluka USJ i 57/89, *Službeni list SRJ*, br. 31/93, *Službeni list SCG*, br. 1/03 - Ustavna povelja i *Službeni glasnik RS*, br. 18/20
15. Zakon o obligacionim odnosima. [Law on Obligations]. *Službeni glasnik Republike Srpske*, br. 17/93, 3/96, 37/01 - dr. zakon, 39/03 I 74/04
16. Zakon o obveznim odnosima [Law on Obligations]. *Narodne novine*, 35/05, 41/08, 125/11, 78/15, 29/18
17. Zakon o obligacijskih razmerjih [Law on Obligation Ratios]. *Uradni list RS*, št. 83/01, 32/2004 – ZOdZ, 28/06 – ZZdr-1, 86/09, 97/10, 40/17, 17/19, 18/23
18. Zakon o ratifikaciji Konvencije Ujedinjenih nacija o ugovorima o međunarodnoj prodaji robe [Law on Ratification of the United Nations Convention on Contracts for the International Sale of Goods], *Službeni list SFRJ - Međunarodni ugovori*, br. 10-1/84
19. Zindović, I. (2010). *Obligaciono pravo – posebni deo [Obligation law – special part]*. Beograd: Poslovni biro
20. Živković, M. (2021). *Pravo registara nepokretnosti [Real estate registry law]*. Beograd: Pravni fakultet