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**Title:** Wykładnia klauzuli zastrzegającej kary umowne za opóźnienie w wykonaniu zobowiązania niepieniężnego / The interpretation of a liquidated damages clause enforced in the case of a delay in the performance of non-cash obligations

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**Abstract:**

Clauses of contract which determine the obligation of payment a contract penalty for default (for each day) in case of delaying of a subject of acceptance by a contractor are commonly used in building contracts. Understanding of such clauses doesn't cause doubts. Quid iuris when the parties of a contract decide to use a penalty clause for delay, not for default? Does it mean that the contractor becomes strict liable? The answer to such a question is the main point of this article. If we want to find the answer for this, we have to use the interpretation of law, mainly the interpretation of the article 473 § 1 of the Polish Civil Code and the interpretation of declarations of intend in the eyes of directives which are enclosed in the article 65 of the Polish Civil Code.

The result of such analysis is the critical opinion of the case-law of Polish courts which states that such clause (the penalty clause for delay) gives the contractor any possibility of not paying contract penalties.