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Abstract:

The matter of this article revolves around an usage of merger clauses in the polish legal system. Both, material and procedural aspects are taken into consideration while analysing the influence of merger clause on a contract. The point of reference for such argumentation is a history of the merger construction in the common law legal systems. The essay emphasizes particularly the connection of the merger with the evidential rule which prohibits parties from submitting certain evidence outside the document – the parole evidence rule. The discussion focuses on two main legal effects. First one is the procedural method of limiting the scope of a contract by relying on the rule included in the article 247 k.p.c. Secondly there is an interpretational mechanism which allows parties to establish a specific meaning of a contract by restricting the circumstances which contributes to the results of an interpretation. Shortly, at the end, the other collateral effects of merger are also described. They concerns mainly with: defects of the declaration of will (mistake, fraud) and potential exemption of a contractual liability (*culpa in contrahendo*) for pre-contractual obligations.