

The New Civil Code for Everyone

COURSE OF LIMITATION

Beginning of Limitation

General Rule – the limitation starts running from the date when the holder of the right to action became aware or, as the case may be, had to be aware of its coming into existence.

- **The right to the action for execution of the obligations to transfer a property or to do something**
 - The limitation starts running from the date when the obligation becomes due and the debtor had thus to execute it, if the law does not provide otherwise;
 - In case the right is a *deferred right*, the limitation starts running from the maturity of the deadline or, as the case may be, from the date of the data waiver to the benefit of the deadline established exclusively in favor of the creditor;
 - If the right is affected by a *condition precedent*, the limitation starts running from the date when the condition is fulfilled.
- **The right to the action for recovery of services granted pursuant to a cancelable deed or a deed abrogated due to termination or other cause of inefficacy**
 - The limitation starts running from the date when the decision remains final by which the deed was abrogated or, as the case may be, from the date when the statement of termination or rescission became irrevocable.
- **The right to the action for performance of successive services**
 - The limitation starts running from the date when each service becomes due, and if the services form an integer, from the date when the last service becomes due.
- **The right to the action in insurance matters**
 - In case of contract insurance, the limitation starts running from the expiry of the deadlines as provided by law or as established by the parties for the payment of the insurance premium, respectively for the payment of indemnity or, as the case may be, of the compensations due by the insurer.
- **The right to the action for remedy of damage caused by a tort**
 - limitation starts running from the date when the injured knew or should have known both the damage, and the one responsible for it;
 - the provisions also apply in the case of the action for recovery vested on the unjust enrichment, undue payment or business management.
- **The right to the action for annulment of the legal transaction**
 - the limitation of the right to action for annulment of a legal transaction starts running:
 - a) in case of violence, from the day when the latter ceased;
 - b) in case of fraud (deceit), from the day when it was discovered;
 - c) in case of error or in the other cases of annulment, from the day when the entitled person, their legal representative or the one designated by law to approve or authorize his/her acts knew the cause of the

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annulment, but not later than the passing of 18 months from the date of the conclusion of the legal transaction.

- In cases for which relative nullity can be invoked by a third party, the limitation starts running, if the law does not provide otherwise, from the date when the third party knew the existence of the cause for nullity.
- The right to the action for responsibility for noticeable defects
 - If by law it is not provided otherwise, the limitation of the right to the action deriving from the transfer of certain assets or the performance of certain works, with noticeable defects, in cases when the law or the contract bind to a warranty also for such defects, it starts running from the date of delivery or final acceptance of the asset or of the work or, as the case may be, from the date of the deadline as provided by law or established by the defect ascertainment report, for the removal by the debtor of the ascertained defects;
 - The provisions also apply in the case of lack of agreed qualities or of quantity defects, however only if those defects could have been discovered, without special knowledge, by a normal examination.
- The right to the action for responsibility for latent defects
 - If by law it is not provided otherwise, the limitation of the right to action for latent effects starts running:
 - a) in the case of an transferred asset or of a performed work, other than a construction, from the completion of one year from the date of delivery or of the final acceptance of the asset or of the work, except for the case when the defect was discovered before, in which case the limitation starts running from the date of the discovery;
 - b) in case of a construction, from the completion of 3 years from the date of delivery or finale acceptance of the construction, except for the case when the defect was discovered before, in which case the limitation starts running from the date of the discovery.
 - For the performance of certain current works, the above deadlines are of one month, in the case indicated under letter a), respectively of 3 months, in the case indicated under letter b);
 - The above provisions also apply in the case of absence of agreed qualities or of quantity defects, however only if any of those defects could not have been discovered, without special knowledge, by a normal examination;
 - The deadlines indicated in the present article are terms of guarantee during which in all cases, defects have to appear;
 - However these provisions do not affect in any way the special, legal or conventional warranty terms;
 - These provisions apply also accordingly in the case of products for which a term of validity was established, just as in the case of assets or works for which there is a term of guarantee for the good working order.

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Calculus of the deadline for limitation

The course of limitation is calculated according to the provisions of articles 2.551-2.556, also taking into account, according to the case, the situations of suspension or interruption as provided by the law.

Enforceable rules

- the duration of the terms, regardless of their nature and origin, is calculated according to the present rules.

1. The established period (term) on weeks, months or years

- Is completed on the respective date from the last week or month or the last year;
- If the last month does not have a day corresponding to the one when the period started to run, the period is completed in the last day of this month;
- The middle of the month is considered to be the fifteenth day;
- If the period is established for a month and a half or on several months and a half, the 15 days will be counted at the end of the period.

2. The period established on days

- When the period is established on days, the first and the last day of the period are not taken into account;
- The period will be completed at 24:00 hours of the last day;
- nevertheless, if this involves an action which has to be completed at a workplace, the deadline will come at the hour when the normal work program ends. The provisions of art. 2.556 on the presumption of timely completion of actions remain enforceable.

! If the last day of the period is a *holiday*, the period is considered as completed at the end of the first following business day.

3. period established on hours

- the first and last hour of the period are not taken into account.

The presumption of timely completion of actions

The actions of any kind are considered as completed in time, if the deeds ascertaining them have been delivered at the post or telegraph office at the latest in the last day of the period, until the time when usual activity ceases at that office.

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