

ENVIRONMENTAL REGULATIONS AND CONTRACTUAL RISK: WHEN CAN NON-PERFORMANCE BE JUSTIFIED?

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Abstract

In a global context marked by the intensification of environmental regulations and the transition to a circular economy, contractual relationships are increasingly subject to legal challenges related to the impossibility of fulfilling assumed obligations. Legislative changes driven by environmental policies can lead to situations where contracts become excessively onerous or even impossible to perform, raising the issue of invoking justifiable impediments. This topic is particularly important as it reflects current economic realities, where companies and consumers must adapt to a continuously evolving regulatory framework. This study aims to analyse how environmental regulations can constitute a justifiable impediment in contract law, providing insights into how current legislation allows for exemption from liability in such cases. Furthermore, it investigates the differences between international legal systems regarding the applicability of hardship and force majeure clauses, as well as their implications for contractual security.

The methodology employed combines doctrinal and comparative legal analysis, the study of environmental protection regulations, and an examination of relevant case law. Special attention is given to contracts in strategic sectors, such as sustainable industries and green supply chains. The research findings highlight the need for a proactive approach in drafting commercial contracts, incorporating mechanisms for adjusting and renegotiating obligations in response to major legislative changes. Solutions are proposed to mitigate contractual risk, including the introduction of flexible adaptability clauses and clear delineation of circumstances in which justifiable impediments may be invoked.

We consider that the impact of environmental regulations on contractual relationships is an increasingly relevant topic, with significant implications for both economic and legal stability. To prevent contractual deadlocks and commercial disputes, it is essential that both economic operators and legislators adopt a balanced perspective that ensures environmental protection and compliance with contract law principles.

Keywords: *environmental regulations, contractual risk, force majeure, hardship, legal security*

JEL Classification: K12, K32, Q58

1. INTRODUCTION

In recent years, commercial contracts have increasingly been tested by unforeseeable ecological events and restrictive regulatory interventions that have fundamentally affected the performance of obligations. Phenomena such as severe drought, wildfires, or landslides have had direct consequences on economic activity, creating the premises for non-performance of contracts under the conditions initially agreed upon (Ghestin, 2021, p. 78; Kirchherr *et al.*, 2017, p. 225).

This new legal reality is characterized by the intensification of environmental regulations, imposed both through international strategies such as the European Green Deal (European Commission, 2019) and through increasingly restrictive domestic legislation with immediate applicability and no transitional periods (Jaffa, 2023). In such situations, a legitimate question arises: can a contractual obligation be avoided or renegotiated when it is directly affected by an environmental regulation adopted after the conclusion of the contract?

The answer lies in the institution of the justifiable impediment, enshrined in the civil law of the Republic of Moldova under Article 904 of the Civil Code. According to this provision, the debtor is exempt from liability when non-performance is caused by an impediment beyond their control, which could not have been foreseen at the time of the contract's conclusion and whose consequences could not have been avoided (Băieșu, 2021, p. 113). This concept is close to similar mechanisms in comparative law, such as *imprévision* (France – Article 1195 of the Civil Code), *Störung der Geschäftsgrundlage* (Germany – §313 BGB), or frustration of contract (UK) (Treitel, 2020, p. 118).

The relevance of this legal institution is increasingly visible in the age of ecological risks, where contractual balance is affected not only by natural factors but also by mandatory legislative interventions that alter the substance of performance. In recent cases, courts in the Republic of Moldova have recognized the applicability of the justifiable impediment in the context of environmental regulations introduced after the signing of the contract (Judecătoria Chișinău, 2021), and international arbitral jurisprudence (ICC 25023/AC, 2021) confirms a global trend toward a broader interpretation of this legal mechanism.

The present study aims to analyze these trends by focusing on the conditions under which environmental regulations can constitute a justifiable impediment, the differences between civil law and common law systems regarding liability exemption, and the contractual and legislative solutions available to prevent commercial deadlocks.

2. DATA AND METHODOLOGY

The present analysis is based on an interdisciplinary methodology that combines tools of comparative law, doctrinal analysis, case study examination,

and assessment of the impact that environmental regulations have on the performance of commercial contracts. The research relies on both national and international legal sources, as well as on relevant judicial and arbitral practice.

First, the doctrinal analysis method is applied, with a focus on recent legal literature addressing the concept of justifiable impediment, force majeure, and contractual adaptability clauses. The sources consulted include leading authors from Romanian, Moldovan, French, German, and English law, who explore new perspectives on contractual risk in the era of ecological regulation (Băieșu, 2021; Ghestin, 2021; Kirchherr *et al.*, 2017; Treitel, 2020).

Second, the comparative method is employed to identify both differences and similarities between civil law systems (France, Germany, Moldova, Romania) and common law systems (United Kingdom, United States) regarding the applicability of exemption mechanisms – whether based on impossibility (justifiable impediment) or on significant imbalance (hardship). References are also made to uniform international legal instruments, such as Article 79 of the CISG and Article 7.1.7 of the UNIDROIT Principles, which provide a harmonized perspective on external and legal obstacles.

The methodology also includes legislative and normative analysis: relevant legal acts were examined, including Article 904 of the Civil Code of the Republic of Moldova, the European Green Deal (2019), the Paris Agreement (2015), and recent governmental decisions on ecological prohibitions, such as Government Decision No. 590/2022 regarding the ban on certain plastic packaging.

From a practical standpoint, national and international case law has been analyzed in relation to non-performance caused by environmental factors or unforeseen legislative interventions. In the jurisprudence of Moldovan courts, there is a growing trend of decisions recognizing that ecological modifications imposed by public authorities may constitute a valid ground for exemption from contractual liability under Article 904 of the Civil Code. For instance, in disputes involving the delivery of goods affected by prohibitions on hazardous materials or in cases of temporary restrictions on access to natural resources (such as irrigation water), courts have evaluated the applicability of the justifiable impediment not by requiring absolute impossibility but by analyzing criteria such as externality, unforeseeability, and inevitability.

Internationally, the ICC arbitral award No. 25023/AC (2021) stands out. In this case, an agricultural equipment supplier was exempted from liability under Article 79 CISG, as national environmental regulations adopted after the contract prohibited the delivery of certain hazardous chemical products. The arbitrators found the impediment to be legal, imperative, and reasonably insurmountable, thus justifying non-performance. In addition, British and American case law concerning frustration of purpose and commercial impracticability provide useful benchmarks on the high thresholds imposed for liability exemption in common law systems. In *Canary Wharf v. European Medicines Agency* (2019), English

courts emphasized that legislative changes must fundamentally alter the object of the contract in order to justify a release from obligations.

The research was further supported by an applied evaluation of adaptable contractual clauses, presented at the ECO4ALL conference, including mechanisms such as automatic adjustment, suspension, renegotiation, and reference to subsequent environmental regulations. These instruments are examined as legal solutions to prevent contractual breakdowns in strategic sectors affected by environmental legislation (agriculture, energy, transport, construction).

By combining these methods, the study offers an integrated, current, and practical vision of how ecological risk can be legally managed within contractual frameworks, contributing to the development of a more flexible and sustainable contract culture.

3. REVIEW OF THE LITERATURE

Contemporary legal scholarship reflects a growing concern with how commercial contracts can be adapted to the new legal risks generated by ecological, pandemic, or legislative crises. The notion of justifiable impediment has become central in debates regarding the reform of contract law and the reevaluation of classical theories of contractual liability.

In Moldovan legal doctrine, Professor Sergiu Băieșu examines the transition from the traditional regime of force majeure to the new institution of justifiable impediment, emphasizing the objective character of non-performance and the role of excluding fault (Băieșu, 2020, p. 52). Aurel Băieșu, in his commentary on the Civil Code, considers the justifiable impediment as a mechanism of contractual rebalancing in the face of unforeseen events, subject to the cumulative fulfillment of the legal conditions: externality, unforeseeability, inevitability, and impossibility to overcome (Băieșu, 2021, p. 113).

In recent studies, the author Valeria Praporșcic proposes a reassessment of traditional contractual clauses in light of modern ecological risks. In a 2022 article, she argues for the necessity of introducing automatic adjustment mechanisms for contractual obligations depending on the legal and environmental context (Praporșcic, 2022, p. 73). In another study, she stresses the importance of alternative dispute resolution methods, such as mediation or arbitration, when non-performance is caused by an ecological impediment (Praporșcic, 2024, p. 288).

At the international level, Kirchherr *et al.* (2017) emphasize that the circular economy exerts additional pressure on contractual relationships, and the absence of adaptability clauses may lead to deadlocks and disputes when new environmental regulations emerge. Their study is among the most cited works in the field of sustainable contracting.

In comparative doctrine, Ghestin (2021) analyzes the influence of climate issues on recent reforms of the French Civil Code, particularly through the

introduction of Article 1195 on hardship. He underlines the necessity of protecting contractual balance in the face of radical legislative changes. In Germany, Lurger (2016) offers an in-depth analysis of §313 BGB, the provision on the alteration of fundamental contractual circumstances, which applies also in ecological contexts.

In common law systems, Treitel (2020) studies the evolution of the concepts of frustration of contract and commercial impracticability, showing that although more rigid than in continental law, these mechanisms can be applied in cases of legislative environmental intervention.

A general conclusion is thus emerging: the justifiable impediment is no longer a theoretical exception but a real legal tool for contractual adjustment, increasingly invoked in the context of climate pressures and rapid ecological reforms.

4. THEORETICAL AND LEGAL FRAMEWORK OF THE JUSTIFIABLE IMPEDIMENT

The concept of justifiable impediment was introduced into the legislation of the Republic of Moldova through Article 904 of the Civil Code, in force since 1 March 2019, as part of a broad reform of the law of obligations. It replaces the traditional approach based on force majeure with a modern, functional formulation aligned with international standards. According to paragraph (1), “the debtor is not liable for non-performance if it is caused by an impediment beyond their control, which could not reasonably have been foreseen at the time of the conclusion of the contract and whose consequences could not have been avoided or overcome” (Civil Code RM, Art. 904).

This formulation is directly inspired by Article 79 of the United Nations Convention on Contracts for the International Sale of Goods (CISG), as well as by Article 7.1.7 of the UNIDROIT Principles on International Commercial Contracts. Thus, the Republic of Moldova has aligned itself with the modern trend of addressing contractual risk not only through the lens of natural catastrophes but also through normative, administrative, or economic obstacles, including high-impact environmental regulations (UNIDROIT, 2016; CISG, 1980).

The justifiable impediment requires the cumulative fulfilment of three conditions: externality – the event must be beyond the control of the affected party; unforeseeability – it could not have been reasonably anticipated at the time of the contract’s conclusion; and inevitability – the consequences could not have been avoided or overcome through reasonable measures.

These criteria are analyzed in legal doctrine not abstractly, but in relation to the specific context of the contractual relationship. For example, Sergiu Băieșu highlights that impossibility must be “objective and without fault,” and that the affected party must have acted diligently in attempting to fulfill their obligations (Băieșu, 2020, p. 55).

The distinction between the justifiable impediment and other legal institutions such as hardship or force majeure is essential. While the justifiable impediment presumes objective impossibility and leads to exemption from liability, hardship only intervenes when performance becomes excessively onerous and requires contractual adaptation. Force majeure, in its traditional sense, is a vague and often outdated notion, frequently associated with “absolute impossibility,” which is difficult to prove in the current legal context (Amarița, 2020, p. 81).

According to some authors, the justifiable impediment is a more flexible and equitable solution because it allows the court or arbitral tribunal to evaluate the proportionality between the nature of the event and the efforts undertaken by the debtor to avoid non-performance (Treitel, 2020, p. 127). As such, this concept is better suited to contemporary realities – from pandemics to global logistical blockages or legislative changes that directly affect the contractual object.

In the context of the ecological transition, the justifiable impediment becomes a key legal instrument. Regulations banning certain materials, setting emission standards, or requiring energy efficiency may render performance impossible even in the absence of a natural catastrophe. Here, the distinction between *de facto* impediment (natural event) and *de jure* impediment (legal regulation) becomes crucial: international doctrine and jurisprudence accept that a regulatory modification imposed by the state may also constitute a justifiable impediment (Jaffa, 2023; UNIDROIT, 2016). This modern theoretical framework thus allows for a rational and balanced application of liability exemption, without encouraging abuse and without undermining legal certainty.

5. COMPARATIVE ANALYSIS OF THE LEGAL REGIME OF THE JUSTIFIABLE IMPEDIMENT

The legal approach to the justifiable impediment in the context of environmental risks varies significantly depending on the legal system under consideration. Comparative law offers multiple perspectives on how the impossibility or difficulty of contractual performance, caused by environmental regulations, may lead to either adaptation, suspension, or exemption from obligations. The Republic of Moldova, through Article 904 of its Civil Code, aligns with the functional model promoted by uniform international law, but still requires further doctrinal and practical consolidation concerning the application of this mechanism in concrete environmental scenarios.

In French law, the institution of *imprévision*, introduced by the 2016 reform of the Civil Code (Article 1195), allows a party affected by an unforeseeable change that renders performance excessively onerous to request contract renegotiation. If the parties fail to reach an agreement, the court may adjust or even terminate the contract. In practice, French courts have handled cases in which the implementation of energy transition laws has required adjustments to

construction contracts affected by new energy efficiency standards (Ghestin, 2021). This approach favors rebalancing rather than exemption and reflects a legal culture oriented toward conflict prevention and contractual adaptability.

Germany has detailed provisions for contract modification in cases of significant imbalance between performances, through §313 BGB. The institution of *Störung der Geschäftsgrundlage* allows courts to intervene when the circumstances considered by the parties at the time of contracting have changed radically, and one of the parties can no longer be reasonably required to maintain the obligation in its original form. Its application has been particularly relevant in cases involving changes in EU legislation on product technical approvals or sustainability requirements, with German courts offering a predictable framework for adjusting obligations affected by environmental regulations (Lurger, 2016).

In Italy, Articles 1463–1467 of the Civil Code govern both fortuitous impossibility and excessive onerousness of performance. Unlike the previously mentioned systems, Italian courts tend to carefully examine the diligence of the parties in the face of regulatory changes. In applying Legislative Decree No. 116/2020 on the circular economy, the courts have assessed situations where performance became impossible due to the prohibition of using certain types of packaging materials. Although there is no express institution equivalent to the justifiable impediment, the broad interpretation of general legal principles allows for equivalent solutions, with a strong emphasis on contractual prevention and anticipatory risk management (Ghestin, 2021).

An interesting approach is found in the Netherlands, where, in the absence of an explicit provision on impossibility of performance, jurisprudence has developed a contractual adjustment mechanism based on the principles of fairness and good faith (*redelijkheid en billijkheid*). These principles allow for the suspension or renegotiation of obligations when a subsequent legal regulation significantly alters the contractual balance. In public contracts, particularly those managed by Rijkswaterstaat, ecological adjustment clauses are already standardized, allowing price or delivery term modifications based on future emission or recycling regulations. These practices demonstrate the efficiency of integrating regulatory risk preventively within contractual structures, without the need for court intervention (Kirchherr *et al.*, 2017).

In common law systems, the approach is notably different. In the United Kingdom, the doctrine of frustration of contract, established in the case of *Davis Contractors v. Fareham UDC* (1956) and reaffirmed in *Canary Wharf v. European Medicines Agency* (2019), applies only in situations where state intervention or other factors have fundamentally changed the nature of the obligation. While environmental regulations are rarely accepted as sufficient grounds, courts acknowledge that, in exceptional cases, they may contribute to the frustration of the contractual purpose. In the United States, the Uniform Commercial Code (UCC §2-615) codifies the doctrine of commercial

impracticability, which allows the debtor to be exempted when performance has become impossible or unreasonably costly due to government regulation. For example, EPA-imposed bans on the use of hazardous chemicals have been accepted as legitimate grounds for non-performance (Treitel, 2020).

An analysis of uniform international law confirms this trend. Both Article 79 of the CISG and Article 7.1.7 of the UNIDROIT Principles recognize legal obstacles, including environmental regulations, as legitimate grounds for exemption. ICC Arbitral Award No. 25023/AC (2021) is particularly relevant in this context: the tribunal held that national legislative bans on the export of environmentally harmful products constituted justifiable impediments under the convention (Yearbook Commercial Arbitration, 2022).

For the Republic of Moldova, these examples offer clear guidance. It would be appropriate to promote a contract culture that explicitly incorporates environmental risks, either through automatic adjustment clauses or through renegotiation or suspension mechanisms. In addition, the practical application of Article 904 of the Civil Code should be strengthened, not only in the face of natural disasters but also in the case of normative environmental interventions. The development of official guidelines for adapting contracts to environmental regulations, along with the introduction of model clauses into legislation, would significantly contribute to preventing disputes and preserving contractual balance in a continuously evolving legal environment.

6. CLAUSES FOR CONTRACTUAL ADAPTABILITY TO ENVIRONMENTAL REGULATIONS

In the context of increasingly stringent environmental regulations, preserving the stability of commercial contracts requires a preventive legal approach. It is no longer sufficient to invoke the justifiable impediment retroactively; parties must expressly provide mechanisms for adjusting obligations in the event of environmental norms that impact performance. In legal scholarship, this preventive dimension of contractual risk is increasingly associated with the concept of “contractual legal resilience,” reflecting the agreement’s capacity to absorb and adapt to exogenous shocks without collapsing (Kirchherr *et al.*, 2017; Lurger, 2016).

Contracts drafted without anticipating ecological risks are exposed to non-performance or to costly legal disputes. In both civil law systems and uniform international law, a category of contractual clauses has emerged that allows for automatic or negotiated adjustment of obligations in the event of legislative changes related to the environment. These clauses do not replace the justifiable impediment, but rather complement it by offering parties an internal, contractual solution before resorting to courts or arbitration.

Automatic adjustment clauses are most found in regulated sectors such as construction, energy, or public procurement. They allow for the modification of

price, deadlines, or even the object of the obligation, based on specific parameters defined in the contract – for example, the adoption of a law banning a certain material, or the introduction of emission limits that render the contracted product non-compliant. In French and German jurisprudence, such clauses are regularly accepted and enforced by the courts, even when formulated in general terms, as long as they are clearly stipulated in the contract (Ghestin, 2021; Lurger, 2016).

Another category is represented by negotiated renegotiation clauses. In these cases, the parties do not predetermine the consequences of regulatory intervention but instead undertake to meet again and renegotiate the contract in good faith if major legal changes occur. In France, this practice was codified through Article 1195 of the Civil Code, while in the Netherlands, it derives from the principles of fairness and reasonableness, established in the Dutch Civil Code and consistently applied in administrative contracts (Kirchherr *et al.*, 2017).

Clauses allowing for suspension of performance represent a useful transitional mechanism, particularly when the effects of the legal change are not yet fully clear or when a period of technical or financial adaptation is needed. In international arbitral jurisprudence, clauses permitting the temporary postponement of delivery or performance in cases of immediate legislative intervention are considered valid and reasonable, provided they do not affect the core of the consideration (UNIDROIT, 2016; ICC, 2021).

In addition, certain contracts contain so-called future regulation reference clauses, through which the parties agree that legal provisions entering into force after the signing of the contract shall automatically apply and affect performance. These clauses are frequently used in commercial agreements in the Netherlands, Germany, and Nordic countries, especially in areas where environmental regulation is in constant evolution (Kirchherr *et al.*, 2017).

In the context of the Republic of Moldova, the integration of such clauses into contractual practice is still in its early stages. The Civil Code provides sufficiently broad contractual freedom (Articles 993 *et seq.*), but official guidelines, standard contract templates, and an applied legal culture of ecological clauses are lacking. In this regard, public authorities and the business sector could collaborate in developing green model contracts, which include explicitly formulated provisions for automatic adjustment or renegotiation of obligations in the event of environmental legislative interventions. Such an initiative could be supported by the Ministry of Justice and the Chamber of Commerce, in collaboration with environmental regulatory agencies and academic institutions.

Furthermore, courts should encourage the functional interpretation of such clauses in commercial litigation, avoiding their dismissal on grounds of uncertainty. Moldovan jurisprudence could thus draw from the good practices of German or French courts, which prioritize preserving contracts through adaptation rather than termination, when clauses are reasonably and clearly drafted.

In conclusion, the development and implementation of contractual clauses for adaptability to environmental regulations represent an essential direction for strengthening legal security in commercial relations. In a continuously changing regulatory environment, contractual prevention is no longer merely an option but a legal and economic necessity.

7. RECOMMENDATIONS FOR PRACTITIONERS AND LEGISLATORS IN THE CONTEXT OF CONTRACTUAL RISK ARISING FROM ENVIRONMENTAL REGULATIONS

As environmental standards become increasingly restrictive, the legal system of the Republic of Moldova is called upon to respond through effective contractual and legislative mechanisms capable of maintaining the balance between the stability of commercial agreements and the imperatives of environmental protection (Plotnic, 2022). The comparative analysis and international practice reveal a gap between the complexity of the risks generated by environmental legislation and the current level of legal adaptation in Moldovan commercial contracts. In this regard, both practitioners and legislators play a crucial role in strengthening a functional framework for preventing and resolving contractual conflicts (Iarmenco, 2020).

First, there is a need to acknowledge environmental risk as a fundamental element of the contract. This requires lawyers, business consultants, and contract negotiators to identify relevant environmental regulations and assess the likelihood of legal change during the contract's execution period from the pre-contractual stage. Such an approach is not only prudent but constitutes a minimum standard of legal diligence in today's international context. For instance, in supply or service contracts in sensitive sectors (energy, agriculture, construction), it is necessary to conduct a preliminary assessment of compliance with the National Environmental Strategy 2030 as well as the action plans for transitioning to a circular economy (Ministry of Environment RM, 2023).

Second, it is recommended that commercial contracts include specialized clauses for legal adaptability. These may take the form of renegotiation clauses, temporary suspension of performance, or automatic adjustment based on relevant legislative changes. For example, contracts concluded with public authorities or financed through external funds could require the introduction of standardized technical annexes that outline possible scenarios of regulatory intervention and the corresponding mechanisms for obligation adjustment. Such practices may be inspired by European FIDIC contract models or NEC (New Engineering Contract) frameworks, adapted to the national context.

From a legislative standpoint, it would be useful to clarify in Moldovan law the effects of legislative changes on ongoing contracts. Currently, Article 904 of the Civil Code provides a basis for invoking a justifiable impediment in the event of legal impossibility of performance but does not explicitly regulate the

consequences of legal modifications that make performance excessively onerous without rendering it impossible. The addition of provisions like Article 1195 of the French Civil Code or §313 BGB in German law could be considered, allowing courts to adapt the contract in cases of contractual imbalance resulting from significant legislative changes.

At the same time, the development of best practice guidelines on the inclusion and interpretation of ecological adaptability clauses is encouraged. These could be drafted under the auspices of the Ministry of Justice, in collaboration with the Chamber of Commerce and Industry, and supported by academic institutions. The purpose of such guidelines would be to provide practitioners with model clauses, applicability criteria, and examples of amicable solutions, thereby avoiding the escalation of disputes in court. A similar initiative has been successfully implemented in Austria and in the Nordic countries in the field of green public procurement (UNEP, 2022).

Moreover, continuous professional development for lawyers, arbitrators, and judges in environmental law and green contracts is essential. In this regard, the National Institute of Justice should consider including modules on analysing contracts affected by environmental regulations in its training programs, supported by case studies and real-world scenarios. A judiciary well-versed in this field will ensure a coherent and uniform interpretation of the concept of justifiable impediment and the legal effects of legislative change on contract execution.

Finally, it is advisable for Moldovan authorities to support the implementation of a public registry of standardized green contracts applicable in public projects and recommended for the private sector. This registry could operate under the authority of the Public Property Agency and contain model ecological clauses tailored to different industries. In an economic climate where investors are increasingly attentive to sustainability and non-compliance risks, the availability of robust contractual tools will be a factor in both legal stability and economic attractiveness.

Thus, consolidating the legal framework of the Republic of Moldova in response to ecological challenges requires a joint effort between theory and practice, between normative and contractual dimensions, but most importantly, between the will of the parties and institutional responsibility. Only through an integrated and forward-looking approach can contractual deadlock be prevented and a fair balance ensured between economic interests and environmental protection requirements.

8. CONCLUSIONS

This study analysed the impact of environmental regulations on the performance of commercial contracts, focusing on the conditions under which impossibility or excessive onerousness may justify exemption from liability. The research has shown that, in the context of intensifying ecological transition

policies, legal relationships have become increasingly vulnerable to unforeseeable legislative changes, which necessitates the strengthening of contractual mechanisms for adaptation and protection.

We have demonstrated that modern legal systems, such as those of France, Germany, Italy, and the Netherlands, as well as international instruments like the CISG and the UNIDROIT Principles, provide a coherent framework for the legal management of environmental risks. These solutions include both judicial interventions based on principles of equity and unforeseeability and pre-defined contractual clauses allowing for the adjustment or renegotiation of obligations in cases where newly adopted legal norms have a disruptive effect.

In the case of the Republic of Moldova, although Article 904 of the Civil Code permits the recognition of a justifiable impediment, its application remains fragmented, and the normative framework does not offer sufficiently proactive instruments for the contractual management of regulatory risk. On this basis, the study supports the need to reform and clarify the legal framework, promote an anticipatory contract culture, and establish standardized practices for drafting commercial contracts that include adaptability clauses addressing environmental regulations.

The results of the research underline the importance of closer cooperation between legal professionals, the business community, and regulatory authorities to ensure balanced legal protection in the face of the challenges posed by the green transition. In the absence of effective contractual and legislative instruments, both economic stability and environmental objectives risk being compromised.

This paper provides not only an analytical framework for current regulations but also a direction for action aimed at the national legislator and legal practitioners, advocating for a model of resilient contract law capable of responding to the inevitable transformations of the contemporary regulatory environment.

References

- 1) Alistar, J. (2008). *Web page*. [online] Available at: <http://www.apastyle.org/elecsourse.html> [Accessed 14 Jan. 2008].
- 2) Amariei, D. (2020). *Contractual clauses on hardship*. Bucharest: C.H. Beck.
- 3) Amariei, D. and Țurcanu, C. (2022). Commercial contracts in the era of ecological transition: from rigidity to adaptability. *Pandectele Române*, 5, pp.73–83.
- 4) Amarița, A. (2020). Contractual liability: from force majeure to justifiable impediment. *Revista de Drept Civil*, 3, p.81.
- 5) Băieșu, A. (2021). *Commentary on the Civil Code*. Chișinău: Tipografia Centrală.
- 6) Băieșu, S. (2020). *Civil Law. General Part*. Chișinău: USM, pp.52–55.
- 7) CISG (1980). *United Nations Convention on Contracts for the International Sale of Goods*. [online] Available at: https://uncitral.un.org/en/texts/salegoods/conventions/sale_of_goods [Accessed 4 Jun. 2025].

- 8) Civil Code of the Republic of Moldova (in force since 1 March 2019), Articles 993 et seq.
- 9) European Commission (2019). *The European Green Deal*. [online] Available at: https://commission.europa.eu/strategy-and-policy/priorities-2019-2024/european-green-deal_en [Accessed 4 Jun. 2025].
- 10) European Commission (2020). *European Climate Law*. Brussels: European Commission. [online] Available at: <https://climate.ec.europa.eu> [Accessed 3 Jun. 2025].
- 11) European Commission (2021). *EU Taxonomy for Sustainable Activities*. Brussels: European Commission. [online] Available at: https://ec.europa.eu/info/publications/210421-sustainable-finance-communication_en [Accessed 3 Jun. 2025].
- 12) Ghestin, J. (2021). The evolution of contract law under the influence of climate issues. *Revue des Contrats*, 2, pp. 77–84.
- 13) ICC (2021). Arbitral Award No. 25023/AC. In: *Yearbook Commercial Arbitration*, Vol. XLVII. The Hague: ICCA, pp. 372–379.
- 14) Jaffa, L. (2023). War and Force Majeure – Implications for contract performance. *Lexology*.
- 15) Judecătoria Chișinău (2021). Case No. 3-1492/2021. [online] Available at: <https://instante.justice.md/> [Accessed 4 May 2025].
- 16) Kirchherr, J., Reike, D. and Hekkert, M. (2017). Conceptualizing the circular economy: An analysis of 114 definitions. *Resources, Conservation and Recycling*, 127, pp.221–232.
- 17) Iarmenco Mihaela, Donos Evlampie, Plotnic Olessea, (2020), Promotion of renewable energy in the European Union, International Conference on “European Finance, Business and Regulation-(EUFIRE 2020), pp. 709-716
- 18) Lurger, B. (2016). Changed circumstances and adjustment of contracts in German law. *European Review of Private Law*, 2, pp. 163–180.
- 19) Ministry of Environment RM (2023). *National Environmental Strategy 2030*. Chișinău: Government of the Republic of Moldova. [online] Available at: <https://mediu.gov.md/> [Accessed 4 Jun. 2025].
- 20) Platonic Olessea, Popescu Lucia (2022), Climate change and sustainable development: issues for international trade system, European Finance, Business and Regulation. Challenges of Post-Pandemic Recovery. Proceedings of the International Conference EUFIRE 2022, 313
- 21) Praporșcic, V. (2022). Environmental regulations and contractual imbalance. In: *National Doctoral Conference, USM*. Chișinău: CEP USM, pp. 72–74.
- 22) Praporșcic, V. (2024). The impact of environmental regulations on commercial contracts. In: *Integration through Research and Innovation*. Chișinău: State University of Moldova, pp. 284–289.
- 23) Sandu, C. (2021). Interpretation and application of hardship clauses in commercial contracts. *Revista de Drept Comercial*, 6, pp. 101–112.
- 24) Treitel, G.H. (2020). *Frustration and Force Majeure*. Oxford: Oxford University Press.
- 25) UNEP (2022). *Legal Guide for Green Public Procurement: A Comparative Analysis of EU and OECD Models*. Geneva: United Nations Environment Programme.

- 26) UNFCCC (2015). *Paris Agreement*. [online] Available at: <https://unfccc.int/process-and-meetings/the-paris-agreement/the-paris-agreement> [Accessed 4 Jun. 2025].
- 27) UNIDROIT (2016). *UNIDROIT Principles of International Commercial Contracts*. Rome: International Institute for the Unification of Private Law. [online] Available at: <https://www.unidroit.org/instruments/commercial-contracts/unidroit-principles-2016/> [Accessed 4 Jun. 2025].
- 28) Yearbook Commercial Arbitration (2022). Vol. XLVII. The Hague: ICCA, pp.372–379.