Science of Law Journal (2026)
Clausius Scientific Press, Canada

DOI: 10.23977/law.2026.050209
ISSN 2616-2296 Vol. 5 Num. 2

The Legal Warning Line of the Principle of Autonomy of Will from the Perspective of Standard Clauses

Jiaying Shi[1,*]

[1]Minzu University of China, Beijing, China
1423693776@qq.com
**Corresponding author*

Keywords: Standard Form Clause; Autonomy of Will; Electronic Contract; Incorporation Control; Interpretation Against the Drafter

Abstract: Under the socialist market economic system, the market is inherently spontaneous, and "standard form clauses" often lead to status inequality between the drafter and the counterpart. Due to factors such as insufficient comprehension, limited time, and no actual right of choice, the counterpart will exhibit a "going through the motions" behavior of simulated manifestation of intent. In the "Week Kitten" purchase case, the standard form clause that excludes after-sales services for any reason after "24 hours" infringes on the counterpart's main rights. This clause is invalid as it exceeds the limit of the principle of autonomy of will, and the drafter shall bear the liability for breach of contract. Based on the standard form clauses, the author discusses the legal warning line of such clauses, adjusts legal relationships through methods including the merchant's obligation of explanation, marked emphasis, and interpretation against the drafter. In particular, this paper explores the principle and application of "incorporation control" in standard form clauses and electronic contracts of third-party platforms, and further extends the discussion to the regulation of the scope of autonomy of will in civil law.

1. Introduction

According to the reports of 1818 Golden Eye and relevant news media, on February 11, 2023, Mr. Sun and his family went to the "Yipin Mengchong" pet store on Yuanxing Road, Shangcheng District, Hangzhou, and spent 2,000 yuan to buy a 2-month-old Golden Gradient Cat there. From the 12th to the 14th, the cat successively developed symptoms of diarrhea and vomiting. On the 15th, when communicating with the intermediary who recommended the purchase, the intermediary asked to observe for another day, but the pet eventually died. The autopsy test confirmed that the cat was infected with feline panleukopenia. Following the pet store's suggestion, Mr. Sun paid an extra fee to replace the cat with another one, which was later found to also carry feline panleukopenia. During the negotiation, the pet store claimed that the contract had clearly stipulated: "If any problem or reason of the cat occurs beyond 24 hours, the pet store will not be responsible for return or exchange." Mr. Sun argued that he made the purchase based on the pet store's oral promise that the cat was healthy. The store was at fault for the cat's illness, and the after-sales period stipulated in the clause was shorter than the incubation period of feline panleukopenia (2-9 days), making the clause unbalanced in rights and obligations and thus invalid. The judgment of such cases holds that the exemption clause is a standard form clause, which is invalid,[1]and the merchant shall bear the liability for breach of contract and compensate the buyer for losses.

2. Case Analysis

2.1. Guiding Principles of Judgment

In accordance with Item (2), Paragraph 1, Article 497 of the Civil Code of the People's Republic of China, where the party providing the standard form clause unreasonably exempts or mitigates its own liability, aggravates the liability of the other party, or restricts the main rights of the other party, such standard form clause shall be deemed invalid. In this case, the incubation period of feline panleukopenia ranges from 2 to 9 days, which is far longer than the 24-hour time limit. Although the pet store made an oral promise that the cats were healthy, the successive occurrences of feline panleukopenia not only contradict its promise, but also fail to grant consumers a reasonable period for judgment. The clause that "no refund will be made regardless of any problem or reason of the cat" leads to a severe imbalance of rights and obligations, which will amplify the consumers' interest losses, especially in the scenario where it is difficult to identify whether the merchant deliberately sells sick cats and uses such clauses to shield itself from liability. When Mr. Sun consulted the store's management staff, the store intentionally made him wait for one day, which caused the time to exceed the 24-hour limit. In fact, the store did not guarantee that the cat was free of diseases, but merely that the disease had not yet onset, which reflects the store's fault for the consequence. Therefore, in such cases, the court holds that the clause of the pet store is a standard form clause that aggravates the purchaser's liability, which belongs to an invalid clause. Since the pet store failed to deliver healthy pet cats as agreed and the goods did not meet the quality requirements, the court ruled that the pet store shall bear the liability for breach of contract and compensate for the losses.

2.2. The Legal Warning Line

Standard form clauses reflect the autonomy principle of civil law to a certain extent, as the drafting party can express its own will and demands in the contract. However, since a contract is concluded by both parties, the party shall not harm the legitimate interests of the state, the collective or other individuals while exercising its own rights. If a clause provides protection for one party below the level stipulated by law, or even is unfavorable to one party, such standard form clause shall not take effect. The provision on the validity of standard form clauses in Item (2), Paragraph 1, Article 497 of the Civil Code precisely reflects that the principle of autonomy of will has its boundaries, so a warning line shall be drawn for the principle. The inequality of standard form clauses usually arises from the tilted status between the buyer and the seller: the buyer has to accept the clause to purchase the pet, which means there is no real negotiation — the buyer can only agree if they want to make the purchase, rather than negotiating the terms after deciding to buy. The unfairness of standard form clauses is also reflected in the weakening of content: a contract is supposed to be based on "rational choice under sufficient information", but the reality is not so ideal:

Standard form clauses filled with technical terms and lengthy contents are easily ignored rationally, as the parties are restricted by cognitive limitations, time cost or psychological dependence.

The "incorporation control" of standard form clauses is prone to becoming a procedural "going through the motions".

Incorporation control is powerless against "unfair content": even if the party has seen and understood the content, they still have to accept it to facilitate the transaction.

Clauses with the above circumstances can be identified as standard form clauses with unbalanced rights and obligations and thus be circumvented. Obviously, the above reality leads to a contradiction: standard form clauses belong to matters agreed upon by the parties independently. According to the objective interpretation rule, when the counterpart signs and agrees, it shall be interpreted as making a commitment, and the parties' autonomy of will shall be protected. But from another perspective, the principle of autonomy of will is restricted by law and public order and good customs, and it is clearly stipulated in the rules of standard form clauses that unbalanced rights and obligations are not allowed.[2]

To sum up, when a standard form clause has the characteristics of being inconspicuous, easily ignored inadvertently, or leading to involuntary simulated manifestation of intent, such a situation will put consumers in a disadvantaged position. Meanwhile, from the macro socio-economic perspective, it is prone to form a "Lemon Market"[3]characterized by information asymmetry. To standardize the business environment and protect consumers' rights and interests, [4]the following solutions can be adopted to establish the warning line for standard form clauses:

First, the Civil Law adheres to the principles of equality and voluntariness. Even when the buyer voluntarily recognizes the standard form clause and has actually seen and read it, the merchant still has the obligation to explain it, so that consumers can fully understand the advantages and disadvantages of the clause.

Second, the emphasis forms such as bold marking of standard form clauses should be continued, so that the parties can pay attention to and re-examine the specific contents that will affect their final choices.

Third, under the framework of standard form clauses, the merchant's rights are often protected at a higher level. Therefore, even if the buyer voluntarily recognizes the clause, when a dispute over interpretation arises, the interpretation shall be conducted in a way unfavorable to the party that drafts the standard form clause. The rule of interpretation against the drafter is based on the second sentence of Article 498 of the Civil Code, which is conducive to protecting the legitimate rights and interests of the counterpart, guaranteeing the balance of reasonable reliance and interests, and preventing excessive inequality in the market.[5]

The principle of autonomy, in addition to its embodiment in standard form contracts, runs through the provisions of the Civil Code in their entirety. In the application of the principle of autonomy, it is necessary to properly define its boundaries and scope, grasp the appropriate "degree", and embody the "Doctrine of the Mean" in Chinese culture.

First and foremost, the principle of interest balancing must be firmly upheld. Its substantive essence lies in the equilibrium between the interests of the stronger party and the weaker party. By adjusting the legal relationship between the two parties, a dynamic balance is achieved, which integrates the plain perception of daily life and professional legal concepts, and is rooted in the substantive interest demands. This process not only guarantees the parties’ autonomy rights, but also prevents the excessive expansion of such rights. The exercise of autonomy shall be strictly confined within the scope that does not impair the interests of the state, the society, the collective or any other third party, and shall be premised on the absence of fault, before the balance of interests between the two parties is further considered. Otherwise, in the event of fault or subjective intent, the relevant rights and interests shall be symbolically derogated.

Secondly, it is imperative to promote guiding cases and relevant judicial publicity, so as to encourage all subjects to consciously abide by the principle of autonomy and the principle of fairness. When conducting juristic acts, they shall fully take into account the existing legal norms and guidelines, and opt for legally recognized standard terms whenever possible.

Thirdly, an official judicial intelligent network can be established through integration with AI technology. This will enable ordinary people, when drafting relevant provisions, to input their intended content and verify whether the expressed meaning conforms to general norms and legal requirements. Such a self-inspection mechanism is conducive to ensuring that legal provisions are accurate and fair from the very moment of their formulation.

2.3. Practical Extension

In practice, with the popularization of the Internet, an increasing number of standard form clauses appear in the electronic contracts of online platforms. A large amount of information overload will occur in the process of Internet use, and the problem of "information cocoons" may also exist. In addition, some large business operation platforms have adopted third-party standard form clauses, which impose requirements on merchants and users through pre-existing clauses formulated by a third party. These clauses are not public law norms, but tend to be a kind of conventional rules. [6]In practical application, a clause that excludes the main rights of the counterpart shall be invalid. For a third-party standard form clause that exempts or mitigates one's own liability, aggravates the other party's liability or restricts the other party's rights, it shall be invalid only when it is unreasonable. However, special cases still need to be taken into consideration. For example, for the "full refund only" rule, when it does not conform to the principle of rights and interests protection, the platform can be requested to bear the liability for damages for breach of contract based on the claim of breach of contract. [7]At the level of "overall incorporation", it only requires the provider of the standard form clause to prompt the existence of the clause, so that the clause that meets the reasonable expectation of the counterpart can be established and take effect. At the level of "individual incorporation", the judgment standard is whether the counterpart can actually read and understand the content of the standard form clause.[8] The author holds that in the management process of "incorporation control" for electronic contracts, the two approaches shall be combined. If the content of the clause can be fully understood from the objective and general perspective, the "overall incorporation" method shall be adopted; if the content is ambiguous or easy to cause misunderstanding from the general perspective, the "individual incorporation" method shall be adopted; otherwise, the interpretation method unfavorable to the drafter shall be applied.

3. Conclusions

When standard terms seriously infringe upon the interests of one party, their repeated use and pseudo-negotiation behavior lack legitimacy. In this case, the clause was ruled invalid, and the merchant shall bear the liability for breach of contract. The invalidation of the standard term reflects that the autonomy of will has its limits. It is necessary to take into account the inherent characteristics of standard terms: they are easily overlooked, prone to being treated as a mere formality, and often leave the counterparty helpless. From the unequal "no return or exchange within 24 hours" clause in pet shops to similar contracts with unbalanced rights and interests, [9]the scope of autonomy of will should be restricted to a certain extent. It is improper to reduce the parties' legitimate legal rights, and the negotiability of standard terms should be procedurally enhanced.

The validity of standard terms shall be strictly determined. In case of ambiguous rights and responsibilities or disputes, the interpretation shall be made in a manner unfavorable to the drafter.

In the scenario of "24-hour disclaimer and refusal to refund for 'week cat'" in this case, it is evident that in the socialist market economy, the market exhibits spontaneity, and standard terms have been abused as a self-protection mechanism for merchants, which easily creates an absolute competitive advantage. When confronted with such standard terms, the counterparty will be placed in a disadvantaged position, and such clauses fall into the category of soft coercive clauses. Since the transaction cannot be completed without signing the contract, most people will take a fluke mentality, assuming that the clause will never be triggered, and express their consent "with eyes closed", only to end up harming their own interests.

This type of clauses is first characterized by professional and verbose language, which is not conducive to the parties' understanding, and is often treated as procedural content that goes through the motions. Especially in the field of electronic contracts, people make unintended choices due to the overwhelming amount of information presented over a long period of time. Secondly, the scope of choice is extremely limited: only by giving consent can the transaction proceed, while refusal means no deal, leaving the counterparty helpless and in a disadvantaged position. In addition, if there is any modification to the terms, the service provider shall be restricted to clearly mark the changed digital content or undertake the obligation of modification notification. In the field of electronic contracts in practice, a solid legal defense line should also be established, and the reasonable application of "incorporation control" should be strengthened to guarantee substantive justice.[10]

From the provisions on the validity and invalidity of standard terms, the author clarifies the boundary of autonomy of will. Actors must abide by a reasonable limit, which is the balance of interests between the two parties. When one party has a dominant position or subjective intent of fault, its own rights and interests will be restricted, forming an internal check and balance. This conforms to the legal idea of fairness and justice and is conducive to the implementation of the principle of equality.

Therefore, the legal warning line of the principle of autonomy should be straightened out. Neither standard terms nor the realization of the principle of autonomy in other fields can be separated from the regulation of this legal warning line. When exercising personal rights, individuals should always adhere to their own bottom line, consciously promote a favorable civil law environment, and elevate the people-oriented society to a higher level.

References

[1] Zhao Yaning. (2025) Review on the Validity of Standard Form Clauses: Paradigm, Logic and Standard Construction, Tsinghua Law Journal, 19(6): 180-201

[2] Wu Xun. (2025) On the Independence of the Validity of Contract Exemption Clauses under Fundamental Breach, Journal of Political Science and Law, (02): 70-84

[3] Akerlof, G. A. (1970) The Market for "Lemons": Quality Uncertainty and the Market Mechanism. The Quarterly Journal of Economics, 488-500

[4] Zhang Xianle, Li Xueping. (2024) From Failure to Effectiveness: "De-Lemonization" Action Analysis on the Collaborative Governance, Jianghan Tribune,(08):130-136

[5] Bao Dingyurui,(2026) Research on the "Contra Proferentem" Rule in the Civil Code, Political Science and Law,(03):144-159

[6] Wang Hongliang(2026) On the Validity of Third-Party Standard Terms on Digital Platforms, Journal of Law Application,(03):87-104

[7] Fu Daxue(2025) Research on the Third-Party Liability System of Super-Large Online Trading Platforms, Research on Rule of Law,(06):65-75

[8] Zhang Zixuan(2025) Incorporation Control of Standard Terms in Electronic Contracts, Law and Economy, (05):178-192

[9] Yang Aoyu (2017) On the Status of the Principle of Proportionality in Civil Law, Hebei Law Science,35(12):82-96

[10] Zhao Tong(2024) On Incorporation Control and Validity Control of Standard Terms — Centered on Articles 9 and 10 of the Judicial Interpretation on the General Provisions of the Contract Part of the Civil Code, Law Science Magazine, 45(06):52-71