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Part 1
general settings

§ 1. Task of the law

This Act lays down the general principles of civil law.

§ 2. Sources of civil law

(1) The sources of civil law are law and custom.

(2) A custom arises from the long-term implementation of a behavior if the persons participating in the transaction consider it legally binding. Custom cannot change the law.

§ 3. Interpretation of the law

The provision of the law is interpreted together with other provisions of the law based on the wording, meaning and purpose of the law.

§ 4. Analogy

In the absence of a provision regulating the legal relationship, a provision that regulates a legal relationship close to the unregulated legal relationship shall be applied, if not regulating the legal relationship does not correspond to the meaning or purpose of the law. In the absence of such a provision, the general meaning of the law or law is used.

§ 5. Grounds for the emergence of civil rights and obligations

Civil rights and obligations arise from transactions, events stipulated by law and other actions with which the law binds the emergence of civil rights and obligations, as well as from illegal acts.

§ 6. Legal succession

(1) Civil rights and obligations may be transferred from one person to another (legal succession), if they are not inseparably linked to the person as a result of the law.

(2) Legal succession is based on a transaction or law.

(3) Rights and obligations are transferred by transfer transaction (order transaction). Each right and obligation must be transferred separately, unless otherwise provided by law.

(4) The validity of an order transaction does not depend on the validity of a binding transaction for the transfer of rights and obligations.

Part 2
PERSONS

Chapter 1
NATURAL PERSONS

Section 1
Legal and legal capacity

§ 7. Legal capacity of a natural person

(1) The legal capacity of a natural person (person) is the ability to have civil rights and bear civil obligations. Every natural person has the same and unlimited legal capacity.

(2) Legal capacity begins when a person is born alive and ends with death.

(3) In cases provided by law, a human fetus has legal capacity from conception, if the child is born alive.

§ 8. Legal capacity of a natural person

(1) The legal capacity of a natural person is the ability to make valid transactions independently.

(2) A person who has reached the age of 18 (adult) has full legal capacity. A person under the age of 18 (minor) and a person who is permanently unable to understand or control their actions due to mental illness, mental retardation or other mental disorder have limited legal capacity. The limited legal capacity of an adult affects the validity of the person's transactions only to the extent that he is unable to understand or control his actions.
[RT I 2008, 59, 330 - entry into force. 01.01.2009]

(3) If a guardian is appointed by the court to a person who, due to mental illness, mental retardation or other mental disorder, is permanently unable to understand or control his actions, it is assumed that the person has limited legal capacity to the extent to which the guardian has been appointed.
[RT I 2008, 59, 330 - entry into force. 01.01.2009]

§ 9. Extension of the limited legal capacity of a minor of at least 15 years of age

(1) The court may extend the limited legal capacity of a minor who is at least 15 years old, if it is in the minor's interest and the minor's level of development allows it. In this case, the court decides which transactions the minor can make independently.

(2) The limited legal capacity of a minor may be extended with the consent of his legal representative. If the refusal to give consent is apparently against the interests of the minor, the court may extend the minor's legal capacity without the consent of the legal representative.

(3) For valid reasons, the court may cancel the extension of the minor's limited legal capacity in whole or in part.

§ 10. Unilateral transaction of a person with limited legal capacity

A unilateral transaction made by a person with limited legal capacity without the prior consent of the legal representative is void.

§ 11. Multilateral transaction of a person with limited legal capacity

(1) A multilateral transaction made by a person with limited legal capacity without the prior consent of the legal representative is void, unless the legal representative later approves the transaction. If the person has become capable of acting after making the transaction, he can approve the transaction himself.

(2) If the legal representative has given consent or approved the transaction, it is assumed that the consent or approval also applies to all actions and declarations of intent related to the transaction and its execution.

(3) A transaction made by a person with limited legal capacity, which this person has made without the prior consent or subsequent approval of a legal representative, is valid if:
1) the transaction does not result in direct civil obligations for the person;
2) the person completed the transaction with funds given to him for this purpose or for free use by his legal representative or a third party with the consent of the latter.

(4) If a person with limited legal capacity has entered into a transaction without the prior consent of the legal representative, the other party to the transaction may propose to the legal representative to approve the transaction. Approval is valid when disclosed to the proposer.

(5) If the legal representative does not express approval within two weeks of receiving the proposal specified in subsection 4 of this section, it is considered that he has not approved the transaction.

(6) The other party to the transaction may withdraw his declaration of intent to enter into the transaction, if the person with limited legal capacity did not have the prior consent of the legal representative to enter into the transaction and the other party to the transaction did

not know and should not have known that the person has limited legal capacity. In this case, it is considered that no declaration of intent has been made. Once the transaction has been approved by the legal representative, the other party to the transaction cannot withdraw their consent.

§ 12. Transaction of a minor under 7 years of age

(1) A unilateral transaction made by a minor under the age of 7 is void.

(2) A multilateral transaction made by a minor under the age of 7 is void, unless the minor executed the transaction with funds given to him for this purpose or for free use by his legal representative or a third party with the latter's consent.

§ 13. Transaction of a person incapable of decision

(1) A transaction made by a person due to a temporary mental disorder or other circumstance in a state that precluded his ability to correctly assess how the transaction affects his interests (incapacity) is void, unless the person approves the transaction due to a temporary mental disorder or other end of the circumstance for good.

(2) The other party to the transaction may propose that the person who made the transaction incapacitated approves the transaction. If the person does not refuse approval within two weeks of receiving the proposal, it is considered that he has approved the transaction.

(3) If a person made a transaction obviously harmful to himself while under the influence of the circumstance specified in subsection 1 of this section, it is assumed that he made the transaction while unable to make a decision.

Section 2
Place of residence and place of business

§ 14. Residence and its change

(1) A person's place of residence is the place where the person permanently or mainly lives.

(2) Residence may be in several places at the same time.

(3) The place of residence is deemed to have changed if the person moves to live elsewhere in a way that can be deduced from the person's will to change their place of residence.

(4) If a person's place of residence cannot be determined, his place of residence is considered to be his place of stay.

§ 15. Residence of a minor and a person under guardianship

(1) The place of residence of a minor with limited legal capacity is considered to be the place of residence of his parents or guardian. If the parents live apart, the residence of the minor is the residence of the parent with whom he lives.

(2) If a minor with limited legal capacity lives separately from his parents or guardian, the place where the minor permanently or mainly lives may also be considered his place of residence with the consent of the parent or guardian.

(3) The place of residence of a person of limited legal capacity under guardianship shall be deemed to be the place of residence of the guardian. With the consent of the guardian, the residence of this person may be the place where the person lives permanently or mainly.

§ 16. Place of business

A person's place of business is the place of his permanent and lasting economic or professional activity.

Section 3
Disappearance of a person and declaring a person dead

§ 17. Unaccounted for missing person

A person whose whereabouts, life status or death is missing for such a long period of time that, depending on the circumstances, there are serious doubts about his or her existence is considered missing.

§ 18. Maintenance of personal property
[RT I 2005, 39, 308 - entered into force. 01.01.2006]

(1) At the request of an interested person, the court may place custody on the property of a missing person, if it is in the interests of the missing person or his dependant. Care can also be imposed on property belonging to a person who, due to circumstances, cannot take care of his property or dispose of it.
[RT I 2005, 39, 308 - entry into force. 01.01.2006]

(2) The guardian must act based on the interests of the missing person, manage his property prudently and ensure its preservation. The guardian provides early maintenance to the person whom the missing person is obliged to support according to the law, and pays the debts of the missing person.

(3) The custodian of the property of the missing person may seize, use and dispose of the property of the missing person under the conditions determined by the court. The guardian may only dispose of the immovable property of the missing person with the permission of the court.
[RT I 2010, 38, 231 - entry into force. 01.07.2010]

(4) The right of disposal of the custodian of the property of a missing person does not limit or exclude the right of disposal of the missing person himself.

(5) Upon the reappearance of a missing person or upon ascertaining his/her whereabouts, the court shall terminate the maintenance imposed on his/her property.

(6) At the end of the maintenance, the custodian of the property is obliged to report on the management of the property to the person whose property he managed.

§ 19. Declaring a person dead

(1) The court may declare a missing person dead at the request of an interested party if there is no information that he is alive within five years.

(2) If it is not possible to determine the date of receipt of the last information about the missing person's aliveness, the deadline specified in subsection 1 of this section is calculated from the first day of the month following the month of receipt of the last information, but if it is not possible to determine this month, then from the first day of the following year .

(3) If a person went missing in a situation that was dangerous to life or for some other reason gives reason to assume his death as a result of an accident, the person may be declared dead after six months have passed since he went missing.

(4) In the absence of the circumstances specified in subsection 3 of this section, a person who has gone missing in connection with military activities or a natural disaster may be declared dead if there is no information about his or her life within two years from the end of the military activities or natural disaster.

(5) If a person is declared dead, it is assumed that he is dead.

§ 20. Time of death of a person declared dead

(1) The expected time of death of a person declared dead is considered to be his or her expected time of death.

(2) If it is not possible to determine the expected time of death of a person, the end of the first year after the year in which the last information about his or her living status was obtained is considered to be his or her time of death.

(3) If a person is declared dead on the basis of subsection 4 of § 19 of this Act, the time of his death is considered to be the time of the end of hostilities or a natural disaster.

(4) If, under the circumstances specified in subsection 19 (3) of this Act, several persons went missing and it is not possible to determine their actual time of death, they are considered to have died at the same time.

§ 21. Life of a person declared dead

(1) If the person declared dead is actually alive, the declaration of death does not have legal consequences for him, unless otherwise provided by law.

(2) Upon the reappearance of a person who has been declared dead or upon ascertaining that he is alive, the court shall cancel his declaration of death.

§ 22. Identification of death

If the death certificate has not been drawn up or the death has not been registered in the population register, but according to the circumstances the person's death is not in doubt, the court may establish the person's death and time of death. In this case, the person is presumed to have died at the time specified in the court order.
[RT I 2009, 30, 177 - entry into force. 01.07.2010]

§ 23. Changing the time of death

If the actual time of death of the person has become known after the person has been declared dead, the court can change the time of death of the person declared dead.

Chapter 2
LEGAL ENTITIES

§ 24. Definition of legal entity

A legal entity is a legal entity created on the basis of law. A legal entity is either private or public.

§ 25. Private and public legal entity

(1) A legal entity under private law is a legal entity established in private interests and on the basis of the law on this type of legal entity.
[RT I, 13.03.2014, 3 - enters into force. 01.01.2018]

(2) A legal entity under public law is the state, local government unit and other legal entity, which was established in the public interest and on the basis of the law concerning this legal entity.

(3) The provisions on legal persons shall apply to state and local government units to the extent that the law does not provide otherwise.

(4) A public legal entity may not have civil rights and obligations that contradict its purpose.

§ 26. Legal capacity of a legal entity

(1) The legal capacity of a legal entity is the capacity to have civil rights and bear civil obligations. A legal entity may have all civil rights and obligations, except those inherent only to a person.

(2) The legal capacity of a legal person under private law arises from entry in the register prescribed by law.

(3) The legal capacity of a public legal entity arises from the time specified in the law.

§ 27. Duration of a legal entity and contestation of establishment

(1) A legal entity is established for an indefinite period, unless otherwise provided by law.

(2) The founding agreement or founding decision of a private legal entity shall be considered valid after being entered in the legal entity register even if circumstances leading to the nullity of the agreement or decision occurred when the agreement was concluded or the decision was made. The founding agreement or founding decision of a private legal entity cannot be revoked after it has been entered in the legal entity register.

§ 28. Statute of a legal entity

(1) A legal entity under private law has a statute or, in cases provided for by law, an association agreement.

(2) A legal entity under public law has a statute, if it is prescribed by the law concerning this legal entity.

§ 29. Location and place of business of a legal entity

(1) The seat of a public legal entity is the seat of its management board or the body replacing the management board, unless otherwise provided by law.
[RT I, 20.04.2017, 1 - enters into force. 15.01.2018]

(1[1]) The registered office of a legal entity under private law is the place in Estonia determined by the association agreement or the articles of association, unless otherwise provided by law.
[RT I, 20.04.2017, 1 - enters into force. 15.01.2018]

(2) The place of business of a legal person is the place of its permanent and lasting economic activity or other statutory activity.

§ 30. Name of legal entity

A legal entity has a name that must distinguish it from other entities.

§ 31. Organs of a legal entity

(1) The bodies of a legal entity under private law are the general meeting and the board of directors, unless otherwise provided by law.

(2) The management body of a private legal entity is the board. If the law stipulates the existence of a council, the governing body is also the council.

(3) The competence of the body of a legal person under private law is stipulated by the law and the articles of association or the association agreement. The competence of a body of a legal entity cannot be transferred to another body or person.

(4) The bodies of a public legal entity and their competence are prescribed by law.

(5) The activity of a body of a legal person is considered to be the activity of a legal person.

(6) A member of a body of a legal entity may not transfer his statutory rights as a member of a body, unless otherwise provided by law.

(7) Only an able-bodied natural person may be a member of the board of a legal entity or a body replacing it, unless otherwise provided by law.

§ 32. The principle of good faith in mutual relations

Partners, shareholders or members of a legal entity, as well as members of the governing bodies of a legal entity, must observe the principle of good faith in their relations and consider each other's legitimate interests.

§ 33. Voting

(1) Voting when making a decision of a body of a legal entity is an expression of will. Voting is subject to the provisions of the law on the transaction.

(2) If the voting is void or if the given vote has been cancelled, it is considered that no vote has been given when making the decision.

(3) In case of invalidity of voting or annulment of the given vote, the annulment of the decision of the body of a legal entity can be demanded in accordance with § 38 of this Act only if the invalid or annulled votes affected the possibility of making the decision or the content of the decision.

(4) Signing an agreement on voting is permitted, unless otherwise provided by law. Violation of the agreement does not affect the validity of the given vote.

§ 33[1]. Participating in the body's meeting by electronic means

(1) A member of a body of a legal entity may participate in the body's meeting and exercise his rights by means of electronic means without being physically present at the meeting, by means of real-time two-way communication or by other similar electronic means that enable the member of the body to observe and speak at the meeting while being away, and to vote in the adoption of decisions , unless otherwise provided by law or the articles of association of a legal entity.

(2) The provisions on making a decision at a meeting of the relevant body shall apply to a meeting held using electronic means.
[RT I, 23.05.2020, 2 - enters into force. 24/05/2020]

§ 34. Representation of a legal entity

(1) The board of a legal entity or the body replacing it is considered the legal representative of the legal entity in relations with other persons.

(2) When conducting a transaction, a legal entity can be represented by any member of the management board or the body replacing it, unless the law or statute provides that the members of the management board or the body replacing it, or some of them, can only

represent the legal entity jointly (joint representation). In case of joint representation, the members of the board or the body replacing it may authorize one or more of them to carry out certain transactions or certain types of transactions.

(3) In the case of a legal entity under private law, joint representation applies to third parties only if an entry has been made in the relevant register.

(4) Restrictions on the right of representation not mentioned in this section do not apply to third parties, unless otherwise provided by law.

§ 35. General obligations of a member of the governing body of a legal entity

The members of the governing body of a legal entity must fulfill their obligations arising from the law or the articles of association with the care normally expected of a member of the governing body and be loyal to the legal entity.

§ 36. Obligation to submit a bankruptcy petition

If it is obvious that the legal entity is permanently insolvent, the members of the board or the body replacing it must submit a bankruptcy petition.

§ 37. Liability of a member of the governing body of a legal entity

(1) Members of the management body of a legal entity, who have caused damage to the legal entity by breaching their duty, are jointly and severally liable to the legal entity. A member of the governing body is not liable if he acted in accordance with the lawful decision of the general meeting of the legal entity or other competent body.

(2) The creditor of the legal person may also demand compensation for the damage specified in subsection 1 of this section to the legal person if he cannot satisfy his claims at the expense of the property of the legal person. If a legal entity is declared bankrupt, only the bankruptcy administrator can file a claim on behalf of the legal entity.
[RT I, 05.05.2022, 1 - enters into force. 01.02.2023]

(3) The creditor has the right to file the claim specified in subsection 2 of this section even if the legal entity has waived the claim against the member of the management body or entered into a compromise agreement with him. The creditor has the right to submit a claim even if the liability of the member of the management body is limited compared to the provisions of the law.
[RT I 2003, 13, 64 - entry into force. 01.07.2003]

(4) The statute of limitations for a claim against a member of the governing body of a legal entity is five years from the breach of duty.

§ 38. Invalidity of a decision of a body of a legal entity

(1) An interested person may demand in court that a decision of a body of a legal person be invalidated in conflict with the law or the statutes. Annulment of the decision of the body of a legal entity may also be requested if a partner, shareholder or member of a legal entity used the right to vote when making the decision in order to acquire advantages for himself or a third party at the expense of the legal entity or other partners, shareholders or members, and the decision enables this goal to be achieved .

(2) The decision of a body of a legal person is null and void if it is directly stipulated in the law as a consequence, or if the decision is contrary to good manners, or if it violates a provision of the law established for the protection of the legal person's creditors or for other reasons of public interest, or if the procedure prescribed for that purpose was significantly violated when it was adopted. An interested party can rely on the nullity of the decision if the court has established the nullity of the decision.
[RT I 2005, 39, 308 - entry into force. 01.01.2006]

(3) [Repealed - RT I 2005, 39, 308 - entry into force. 01.01.2006]

(4) An action for annulment of a decision of a body of a legal entity shall be filed against the legal entity. A member of the body who took part in making the decision may demand the annulment of the decision only if he has recorded his objection to the decision.
[RT I 2005, 39, 308 - entry into force. 01.01.2006]

(5) The statute of limitations for the request to invalidate the body's decision is three months from the adoption of the decision. The annulment of the decision cannot be requested if the body has confirmed it with a new decision and the lawsuit specified in subsection 1 of this section has not been filed with respect to the new decision within the time limit specified in the previous sentence.
[RT I 2009, 13, 78 - entry into force. 01.07.2009]

(6) The court shall not consider the matter when filing a lawsuit for annulment of the body's decision before the deadline specified in subsection 5 of this section has passed. Different actions for annulment of the same decision are merged into one procedure.
[RT I 2005, 39, 308 - entry into force. 01.01.2006]

(7) The nullity of a decision of a body of a legal entity may be relied upon in court proceedings by filing both a lawsuit and an objection. The nullity of the decision cannot be relied upon if an entry in the public register has been made on the basis of the decision and two years have passed since the entry was made.
[RT I 2005, 39, 308 - entry into force. 01.01.2006]

(8) The judgment of annulment of the body's decision or declaration of nullity applies to all legal entities and members of its body, regardless of their participation in the court proceedings. If an entry in the public register was made on the basis of an annulled decision or a decision the court found null and void, the court sends a copy of the decision to the registrar to change the entry.
[RT I 2005, 39, 308 - entry into force. 01.01.2006]

§ 39. Termination of a legal entity

A legal entity is terminated:
1) by the decision of the general meeting or other competent body;
2) by a decision of a person, body or institution to whom the law has granted the right to terminate a public legal entity;
3) upon achieving the goal set in the law, articles of association or association agreement;
4) upon expiry of the term, if the legal entity is established for a fixed term;

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4) [invalidated - RT I, 06.12.2010, 1 - entered into force. 05.04.2011] 5) [invalidated - RT I 2008, 59, 330 - entry into force. 01.01.2009] 6) [invalidated - RT I 2008, 59, 330 - entry into force. 01.01.2009] 7) on forced termination by court order;

[RT I 2008, 59, 330 - entry into force. 01.01.2009]
8) on another basis prescribed by law, articles of association or association agreement.

§ 40. Forced termination of a legal entity

(1) A legal entity is terminated by a court order at the request of the minister responsible for the field or another person or institution authorized to do so by law (forced termination) if:
[RT I 2005, 39, 308 - entry into force. 01.01.2006]
1) the purpose or activity of a legal person is contrary to the law, public order or good manners;
2) the law has been significantly violated during the founding of the legal entity, or a circumstance occurred during the conclusion of the founding agreement or the making of the founding decision, which leads to the invalidity of the agreement or decision, and the violation cannot be eliminated later;
3) the articles of association of the legal entity are significantly contrary to the law;
4) the legal entity does not meet the requirements established by law;
5) the composition of the board of a legal entity or the body replacing it does not meet the requirements of the law, especially if the term of office of the board or the body replacing it has ended more than two years ago and a new board or the body replacing it has not been elected;
[RT I, 05.05.2022, 1 - enters into force. 01.02.2023]
6) there is another basis provided by law.

(2) If the defect or other circumstance underlying the forced termination can obviously be eliminated, the court shall set a deadline for the legal entity to eliminate the deficiency or circumstance in advance.
[RT I 2009, 13, 78 - entry into force. 01.07.2009]

(3) The court may also decide on compulsory termination on its own initiative, unless otherwise provided by law.

§ 41. Liquidation

(1) When a legal entity is terminated, it is liquidated, unless otherwise provided by law. In bankruptcy proceedings, the liquidation of a legal entity is carried out in accordance with the procedure provided for in bankruptcy proceedings.

(2) The liquidation is organized by the liquidators, who are the members of the board of the legal entity or the body replacing it, unless otherwise provided by the law, articles of association or association agreement. In case of forced termination, the liquidators are appointed by the court. With the start of liquidation, the powers of the board or the body replacing it end.

(3) The liquidators have the rights and obligations of the board or the body replacing it, which do not conflict with the purpose of the liquidation. Liquidators are liable for breach of their duties just like board members.

(4) Liquidators terminate the activity of a legal entity, collect debts, sell assets, satisfy creditors' claims and distribute the remaining assets among persons entitled to do so. Liquidators may only perform actions necessary for the liquidation of a legal entity.

(5) During the liquidation, the legal entity is represented by the liquidators, who may represent the legal entity in all transactions. If a legal entity has several liquidators, they may represent the legal entity only jointly. Liquidators may authorize one or more of their number to carry out certain transactions or certain types of transactions.

(6) If the liquidators have not been appointed by the court, they may be recalled like members of the board.

(7) At the request of an interested person, the court may recall the liquidator for a valid reason, regardless of the grounds for terminating the legal entity. In this case, the court appoints a new liquidator.

(8) During liquidation, the note "in liquidation" must be added to the name of the legal entity.

§ 42. Liquidation notice and submission of claims

(1) The liquidators immediately publish a notice about the liquidation of a legal entity in the official publication Ametlikud Teadaanded.

(2) In the liquidation notice, it must be stated that the creditors submit their claims against the legal entity within four months from the publication of the notice. If the name of the legal entity has been changed during the two years preceding the publication of the notice, the previous names of the legal entity must also be indicated in the liquidation notice.

(3) The liquidators must send a liquidation notice to the known creditors.
[RT I 2003, 78, 523 - entry into force. 27.12.2003]

§ 43. Satisfaction of claims and distribution of property

(1) After the creditors' claims have been satisfied, the remaining property may be distributed to persons who are entitled to do so according to the law, the articles of association or the association agreement, unless otherwise provided by law. Assets cannot be distributed before six months have passed since the publication of the liquidation notice.

(2) If the known creditor has not submitted a claim, the money belonging to him is deposited.

(3) If it is not possible to fulfill the obligation during the liquidation or if there is a court proceeding regarding the claim, the remaining property may be distributed to the entitled persons only if the creditor has been given sufficient security.

(4) If a legal entity is forcibly terminated because the purpose or activity of the legal entity is prohibited by provisions of penal law or is contrary to public order or good manners, the remaining assets after the creditors' claims are satisfied remain with the state.

§ 44. Submission of bankruptcy petition

If the assets of the liquidated legal entity are not sufficient to satisfy all the creditors' claims, the liquidators must immediately file for bankruptcy.

§ 45. Termination of legal entity

(1) After satisfying the creditors' claims, depositing the money, providing a guarantee and distributing the remaining property to the entitled persons, the liquidators submit an application for deletion of the private legal entity from the register.

(1[1]) A private legal entity shall not be deleted from the register if it participates as a party in an ongoing court proceeding, as a suspect, accused, third party or civil defendant in a criminal proceeding, as well as as a person subject to proceedings in a misdemeanor proceeding or in an enforcement proceeding or an arbitration proceeding, and deletion from the register would prevent this proceeding. If a legal entity has been deemed terminated due to the bankruptcy petition procedure or the termination of bankruptcy proceedings, it shall not be deleted from the register only if it is a party to the proceedings in an ongoing criminal proceeding, except with the permission of the proceeding. Liquidators must confirm in the application for deletion of a person from the register that there are no obstacles to deletion from the register.
[RT I, 05.05.2022, 1 - enters into force. 01.02.2023]

(2) With the deletion of a private legal entity from the register, the propertyless legal entity ends.
[RT I, 05.05.2022, 1 - enters into force. 01.02.2023]

(3) A public legal entity is terminated in accordance with the procedure prescribed by law.

§ 46. Preservation of documents

(1) Documents of a terminated legal entity shall be deposited with the liquidator or a third party. Documents are kept for ten years, unless otherwise provided by law.

(2) If the legal entity was entered in the register, the name and place of residence or location and e-mail address of the custodian of the documents shall be entered in the register.
[RT I, 05.05.2022, 1 - enters into force. 01.02.2023]

§ 47. Merger, division and transformation

The merger, division and transformation of a legal entity is allowed only in the cases and according to the procedure provided by law.

Part 3
ITEMS

§ 48. Definition of object

The object is things, rights and other benefits that can be the object of the right.

§ 49. Definition of thing

(1) A thing is a physical object.

(2) In the cases provided for in the law, the provisions of the law apply to the matter.

(3) The provisions applicable to things apply to animals, unless the law provides otherwise.

§ 50. Immovable property and movable property

(1) Immovable property is a delimited part of the land (plot).

(2) A thing that is not an immovable property is a movable property.

(3) In the cases provided for in the law, the provisions for immovable property shall apply to movable property.

§ 51. Replaceable thing

(1) Movable property, which is determined in circulation by number, measure or weight, and which does not have features that distinguish it from other things of the same type, is replaceable.

(2) At the will of the parties, a replaceable thing can be given the property of an irreplaceable thing in relation to the parties, as well as vice versa.

§ 52. Consumable thing

(1) Consumable property is movable property that ceases to exist or is transferred when used for its intended purpose.

(2) Movable property that belongs to a collection of things, the appropriate use of which consists in the transfer of individual things, is also considered consumable.

§ 53. Important part

(1) An essential part of a thing is a component of it that cannot be separated from the thing without the thing or the part that can be separated from it being destroyed or significantly changed.

(2) Asi ja selle olulised osad ei saa olla eri isikute omandis. Asja ja selle olulisi osasid ei saa koormata erinevate asjaõigustega, kui seaduses ei ole sätestatud teisiti.

§ 54. Kinnisasja osad

(1) Kinnisasja olulised osad on sellega püsivalt ühendatud asjad, nagu ehitised, kasvav mets, muud taimed ja koristamata vili.

(2) Kinnisasja osa ei ole võõrale maale õiguse teostamise vahendina püstitatud ja maaga püsivalt ühendatud ehitis või muu sellesarnane asi, samuti maaga mööduvaks otstarbeks ühendatud asi.
[RT I, 30.01.2018, 1 - jõust. 01.01.2019]

(3) [Kehtetu - RT I, 30.01.2018, 1 - jõust. 01.01.2019]

(4) Kinnisasjaga seotud asjaõigused on kinnisasja olulised osad, kui seaduses ei ole sätestatud teisiti.

§ 55. Ehitise osad

(1) Essential parts of a building are things from which it is built or which are permanently connected to it and which cannot be separated without significantly damaging the building or the thing to be separated.

(2) A thing connected to a building for a temporary purpose is not a part of the building.

§ 56. Mental part

The imaginary part of the thing is undefined in reality and its size is expressed as a fraction of the thing.

§ 57. Bequest

(1) An inheritance is a movable item which, without being a part of the main thing, serves the main thing and is connected to it through a common economic purpose and a corresponding spatial connection.

(2) A thing is not property if it is not considered property in circulation.

(3) The rights and obligations related to the main thing also extend to the inheritance, unless otherwise provided by law or transaction. It is assumed that the obligation to transfer or encumber the thing also includes the belongings of the thing.

§ 58. Documents as property

Documents, maps and plans related to the acquisition and possession of the property, as well as construction on the property, are property of the property.

§ 59. Appropriations of immovable property used in economic or professional activities

Assets of an immovable property used in economic or professional activities include, among other things, machines, equipment, tools and other movables located on it, which are necessary for regular economic or professional activities on the immovable property.

§ 60. Appropriations of agricultural immovable property

Assets of an immovable property used for agricultural purposes include, among other things, agricultural equipment, machines and animals used for its management, as well as the products of the plot of land, which are necessary to continue management until the next harvest.

§ 61. Termination of inheritance

(1) A thing ceases to be an inheritance when it is separated from the main thing, if the will of the entitled person to stop using the inheritance for the benefit of the main thing has also been expressed.

(2) A thing does not cease to be property when it is temporarily separated from the main thing.

§ 62. Benefits

(1) The benefit from the item is the fruits of the item and the benefits from the use of the item (use benefits).

(2) The fruit of the thing is the products resulting from the thing by the force of nature or with the help of man, as well as the income that the thing gives due to a legal relationship.

(3) Legal fruit is the income that the entitled person receives from the right in accordance with its purpose, as well as the income that the right provides due to a legal relationship.

(4) If a person has the right to the fruits of a thing or right during a certain period of time, he is entitled to the products separated from the thing during that period of time and the income received from the thing or right during that period of time. In the case of periodically received income, the entitled person owns the part of the fruit corresponding to the period of his entitlement.

§ 63. Expenses

Expenditures made on the item are:
1) necessary if they preserve the item or protect it from complete or partial destruction;
2) useful if the item is significantly improved with them;
3) luxuriant, if they mainly seek the comfort, pleasantness or beauty of the object.

§ 64. Reimbursement of expenses during the issue of fruit

The person obliged to issue the fruit may claim compensation for the expenses incurred in obtaining the fruit to the extent necessary for the orderly management of the matter and does not exceed the value of the fruit.

§ 65. Value of the object

The value of the object is considered to be its normal value, unless otherwise stipulated by law or transaction. The normal value of an item is its local average selling price (market price).

§ 66. Definition of property

Property is a set of monetarily valued rights and obligations belonging to a person, unless otherwise provided by law.

§ 66[1]. Company

A company is an economic entity through which a person operates.
[RT I 2009, 5, 35 - entry into force. 01.07.2009]

Part 4
TRANSACTIONS

Chapter 3
general settings

§ 67. Definition of transaction

(1) Tehing on toiming või omavahel seotud toimingute kogum, milles sisaldub kindla õigusliku tagajärje kaasatoomisele suunatud tahteavaldus.

(2) Tehingud on ühepoolsed ja mitmepoolsed. Ühepoolne tehing on tehing, mille tegemiseks on vajalik ühe isiku tahteavaldus. Mitmepoolne tehing on tehing, mille tegemiseks on vajalik kahe või enama isiku tahteavaldus. Mitmepoolsed tehingud on lepingud.

§ 68. Tahteavalduse liigid

(1) Tahteavalduse võib teha mis tahes viisil, kui seadusega ei ole ette nähtud teisiti.

(2) Otsene on tahteavaldus, milles sõnaselgelt avaldub tahe tuua kaasa õiguslik tagajärg.

(3) Kaudne on tahteavaldus, mis väljendub teos, millest võib järeldada tahet tuua kaasa õiguslik tagajärg.

(4) Vaikimist või tegevusetust loetakse tahteavalduseks, kui vaikimise või tegevusetuse lugemine tahteavalduseks tuleneb seadusest, isikute kokkuleppest või nendevahelisest praktikast.

(5) Kui isik on kohustatud tegema kindla sisuga tahteavalduse, asendab tahteavaldust jõustunud või viivitamata täitmisele kuuluv kohtulahend, millega isikut kohustatakse sellist tahteavaldust andma.
[RT I 2008, 59, 330 - jõust. 01.01.2009]

§ 69. Tahteavalduse tegemine

(1) Kindlale isikule (tahteavalduse saaja) suunatud tahteavaldus tuleb tahteavalduse tegija poolt väljendada ja see muutub kehtivaks kättesaamisega. Kindlale isikule suunamata tahteavaldus muutub kehtivaks tahte väljendamisega.

(2) Tahteavaldus on kätte saadud, kui see on tahteavalduse saajale isiklikult teatavaks tehtud. Eemalviibijale tehtud tahteavaldus loetakse kättesaaduks, kui see on jõudnud tahteavalduse saaja elu- või asukohta ja tal on mõistlik võimalus sellega tutvuda.

(3) Lepinguga seotud tahteavaldus, mis on tehtud eemalviibijale, loetakse kättesaaduks, kui see on toimetatud tahteavalduse saaja lepingu täitmisega kõige enam seotud tegevuskohta ja tahteavalduse saajal on mõistlik võimalus sellega tutvuda. Kui tahteavalduse saaja tegevuskohta ei ole võimalik kindlaks teha või kui tal puudub tegevuskoht, loetakse tahteavaldus kättesaaduks, kui see on jõudnud tahteavalduse saaja elu- või asukohta ja tal on mõistlik võimalus sellega tutvuda.

(4) Kui tahteavaldus, mis pidi tahteavalduse saajani jõudma kindla ajavahemiku jooksul, jõuab tahteavalduse saajani hilinenult, loetakse tahteavaldus õigeaegselt kättesaaduks, kui tahteavaldus ei jõudnud tahteavalduse saajani õigeaegselt asjaolude tõttu, mille esinemise riisikot kannab tahteavalduse saaja.

(5) Tahteavalduse võib teisele isikule teha ka kohtutäituri vahendusel täitemenetluse seadustikus sätestatud korras.
[RT I 2008, 59, 330 - jõust. 01.01.2009]

§ 70. Lepingu rikkumisest teatamine

Kui lepingupool edastab teisele poolele tahteavalduse, milles teatab, et teine pool on oma lepingulist kohustust rikkunud, ja tahteavalduse edastamisel esineb viivitus või tahteavaldus läheb edastamisel kaotsi, loetakse tahteavaldus kättesaaduks ajal, mil see tavaliste asjaolude korral oleks kätte saadud, kui tahteavalduse edastanud lepingupool tõendab, et ta on tahteavalduse väljendanud ja valinud selle edastamiseks mõistliku viisi.

§ 71. Kindlale isikule tehtud tahteavalduse sisu

Kindlale isikule tehtud tahteavaldus loetakse tehtuks sellise sisuga, nagu see kätte saadi. Kui tahteavalduse sisu muutus asjaolude tõttu, mille esinemise riisikot kannab tahteavalduse saaja, loetakse tahteavaldus tehtuks sellise sisuga, nagu see väljendati.

§ 72. Tahteavalduse tagasivõtmine

Tahteavaldust ei loeta tehtuks, kui enne tahteavaldust või sellega ühel ajal jõuab tahteavalduse saajani tahteavaldust tagasivõttev tahteavaldus.

§ 73. Tahteavalduse tegija surm või piiratud teovõime

Tahteavalduse kehtivust ei mõjuta asjaolu, et tahteavalduse tegija suri pärast tahteavalduse tegemist või muutus pärast tahteavalduse tegemist piiratud teovõimega isikuks, kui seadusest ei tulene teisiti.

§ 74. Tahteavaldus piiratud teovõimega isikule

(1) Piiratud teovõimega isikule tehtud tahteavaldus muutub kehtivaks, kui selle saab kätte piiratud teovõimega isiku seaduslik esindaja.

(2) Kui tahteavaldus ei too piiratud teovõimega isikule otseseid tsiviilkohustusi või kui seaduslik esindaja on andnud nõusoleku selleks, et tahteavaldus tehakse piiratud teovõimega isikule, muutub tahteavaldus kehtivaks, kui selle saab kätte piiratud teovõimega isik.

(3) Sõltumata käesoleva paragrahvi lõikes 1 sätestatust, muutub piiratud teovõimega isikule tehtud pakkumus või piiratud teovõimega isikule antud nõustumus kehtivaks selle kättesaamisega piiratud teovõimega isiku poolt.

§ 75. Tahteavalduse tõlgendamine

(1) A declaration of intent made to a specific person must be interpreted in accordance with the will of the person making the declaration of intent, if the recipient of the declaration of intent knew or should have known this will. If the recipient of the declaration of will did not know and should not have known the real will of the person making the declaration of will, the declaration of will must be interpreted as a reasonable person similar to the recipient of the declaration of will would have understood it under the same circumstances.

(2) A declaration of intent that is not made to a specific person must be interpreted in accordance with the will of the person making the declaration of intent. When such a declaration of intent is addressed to the public, it must be interpreted as a reasonable person would have understood it.

(3) The provisions of subsections 1 and 2 of this section also apply to the interpretation of an act of a person with other legal meaning.

§ 76. Limitation and exclusion of the right of use

(1) A transaction cannot exclude or limit a person's right to dispose of an object belonging to him.

(2) If a person's right to dispose of an object belonging to him is excluded or limited by the transaction and the person disposes of the object, thus violating the obligation arising from the transaction, this does not result in the invalidity of the disposal transaction and only a claim arising from the breach of obligation can be filed against the person.

Chapter 4
TRANSACTION FORM

§ 77. Freedom of transaction form

(1) A transaction may be made in any form, if the law does not stipulate a mandatory form of the transaction.

(2) If the parties have made a transaction in a certain form or have agreed on the form of the transaction, it is assumed that the requirements set forth in the law apply to this form.

(3) A transaction made in the form prescribed by law can only be changed in the same form in which the transaction was made, unless otherwise provided by law. A transaction made in the form prescribed by the agreement of the parties can be changed to another form only if the parties have agreed on it.

§ 78. Written form

(1) If the law provides for the written form of the transaction, the transaction document must be signed by the persons who made the transaction in their own hand, unless the law provides otherwise.

(2) Imitation of a signature by mechanical means is considered equal to a handwritten signature only if its use is common in circulation and the other party does not immediately demand a handwritten signature.

(3) In the case of a written contract, written declarations of intent arising from the contract may also be transmitted in another way, which enables the transmitted declaration of intent to be reproduced in writing.

(4) The written form of the transaction shall be replaced by notarization or notarial confirmation of the transaction.

§ 79. Form enabling written reproduction

If the law provides for a form enabling the written reproduction of a transaction, the transaction must be made in a way that allows for permanent written reproduction and contain the names of the persons who made the transaction, but it does not have to be signed by hand.

§ 80. Electronic form

(1) The electronic form of the transaction is considered equal to the written form of the transaction, unless otherwise provided by law.

(2) In order to comply with the electronic form, the transaction must:
1) be made in a way that enables permanent reproduction and
2) contain the names of the persons who made the transaction and
3) be electronically signed by the persons who made the transaction.

(3) The electronic signature must be given in a way that allows the signature to be associated with the content of the transaction, the person who made the transaction and the time when the transaction was made. The procedure for assigning an electronic signature to a person and issuing a signature is stipulated in the law. An electronic signature is also a digital signature.

§ 81. Notarial confirmation of the transaction

(1) If the law provides for notarial confirmation of a transaction, the transaction document must be drawn up in writing and the signature of the person making the transaction must be verified by a notary. In the cases stipulated by law, another person can confirm the signature on the transaction document instead of the notary.

(2) Notarial confirmation of the transaction shall be replaced by notarization of the transaction.

§ 82. Notarization of the transaction

In cases provided by law or by agreement of the parties, the transaction must be notarized. The Estonian notary has the right to notarize the transaction. In the cases stipulated by law, another person has the right to notarize the transaction instead of the notary.

§ 83. Failure to comply with the transaction form

(1) In the event of non-compliance with the form provided for in the transaction law, the transaction is void, unless the law or the purpose of requiring the form states otherwise.

(2) If the agreed form is not followed, the transaction is void, unless the law or the agreement of the parties states otherwise.

Chapter 5
INVALIDITY OF THE TRANSACTION

Section 1
A void transaction

§ 84. Nullity of the transaction

(1) A void transaction has no legal consequences from the beginning. Proceeds from a void transaction are returned in accordance with the provisions of unjust enrichment, unless otherwise provided by law.

(2) If a void transaction meets the characteristics of another transaction that is not void, the latter is valid if it can be assumed that the parties would have entered into such a transaction if they had known about the nullity of the originally desired transaction.

(3) If the circumstance that led to the nullity of the transaction has disappeared, the person who made the transaction may declare that he wants the transaction to be valid (confirmation). In the case of a multilateral transaction, the transaction must be confirmed by all parties to the transaction.

(4) Tehingu kinnitamise korral kehtib tehing kinnitamise ajast. Kui pooled kinnitavad tühise mitmepoolse tehingu, eeldatakse, et nad peavad üksteisele üle andma selle, mille nad oleksid omandanud, kui tehing oleks olnud algusest peale kehtiv.

§ 85. Tehingu ühe osa tühisus

Tehingu ühe osa tühisus ei too kaasa teiste osade tühisust, kui tehing on osadeks jagatav ja võib eeldada, et tehing oleks tehtud ka tühise osata.

§ 86. Heade kommete või avaliku korraga vastuolus olev tehing

(1) Heade kommete või avaliku korraga vastuolus olev tehing on tühine.
[RT I 2009, 18, 108 - jõust. 01.05.2009]

(2) Tehing on heade kommetega vastuolus muu hulgas, kui pool teab või peab teadma tehingu tegemise ajal, et teine pool teeb tehingu tulenevalt oma erakorralisest vajadusest, sõltuvussuhtest, kogenematusest või muust sellisest asjaolust, ja kui:
1) tehing on tehtud teise poole jaoks äärmiselt ebasoodsatel tingimustel või
2) pooltele tulenevate vastastikuste kohustuste väärtus on heade kommete vastaselt tasakaalust väljas.
[RT I 2009, 18, 108 - jõust. 01.05.2009]

(3) Kui käesoleva paragrahvi lõike 2 punktis 2 nimetatud vastastikuste kohustuste väärtus on heade kommete vastaselt ebamõistlikult tasakaalust väljas, siis eeldatakse, et pool teadis või pidi teadma teise poole erakorralisest vajadusest, sõltuvussuhtest, kogenematusest või muudest sellistest asjaoludest.
[RT I, 12.03.2015, 5 - jõust. 01.07.2015]

(4) [Kehtetu - RT I, 12.03.2015, 5 - jõust. 01.07.2015]

§ 87. Seadusega vastuolus olev tehing

Seadusest tuleneva keeluga vastuolus olev tehing on tühine, kui keelu mõtteks on keelu rikkumise korral tuua kaasa tehingu tühisus, eelkõige juhul, kui seaduses on sätestatud, et teatud tagajärg ei tohi saabuda.

§ 88. Käsutuskeeldu rikkuv tehing

(1) Kohtu või muu seadusega selleks õigustatud ametiasutuse või ametiisiku poolt antud käsutuskeeldu rikkuv käsutustehing on tühine. Tühine on ka täitemenetluses, hagi tagamiseks või pankrotihalduri poolt tehtud käsutus, mis rikub eelmises lauses nimetatud käsutuskeeldu.

(1^1) Kui isiku kinnistusraamatusse kantud õiguse käsutamise õigust on kindla isiku kasuks piiratud, kohaldatakse asjaõigusseaduse § 56^1 lõikes 2 sätestatut.
[RT I 2008, 59, 330 - jõust. 01.01.2009]

(2) Käesoleva paragrahvi lõikes 1 sätestatu ei laiene enne käsutuskeelu andmist tekkinud asjaõiguste teostamisele.

§ 89. Näilik tehing

(1) Näilik on tehing, mille puhul pooled on kokku leppinud, et tehingu tegemisel tehtud tahteavaldustel ei ole avaldatud tahtele vastavaid õiguslikke tagajärgi, sest pooled tahavad jätta mulje tehingu olemasolust või varjata tehingut, mida nad tegelikult teha tahavad.

(2) Näilik tehing on tühine.

(3) Kui näiliku tehinguga varjatakse teist tehingut, kohaldatakse varjatud tehingule selle tehingu kohta sätestatut.

2. jagu
Tehingu tühistamine

§ 90. Tehingu tühistamise mõiste

(1) Tehingu, mis on tehtud olulise eksimuse, pettuse, ähvarduse või vägivalla mõjul, võib seaduses sätestatud korras tühistada. Seadus võib sätestada muid aluseid, mille esinemise korral võib tehingu tühistada. Kui tehing on seaduses sätestatud alustel ja korras tühistatud, on see algusest peale kehtetu.
[RT I 2009, 18, 108 - jõust. 01.05.2009]

(2) Tühistatud tehingu järgi saadu tuleb tagastada vastavalt alusetu rikastumise sätetele, kui seaduses ei ole sätestatud teisiti.

(3) Tehingu osa võib tühistada, kui tehing on osadeks jagatav ja võib eeldada, et tehing oleks tehtud ka tühistatud osata.

§ 91. Isiku teadmine tühistamise alusest

Kui isik tehingu tühistamise aluse olemasolust teadis või pidi teadma, siis loetakse tehingu tühistamise korral, et isik teadis tehingu kehtetusest.

§ 92. Eksimus

(1) Eksimus on ebaõige ettekujutus tegelikest asjaoludest.

(2) Tehing on tehtud olulise eksimuse mõjul, kui eksimus tehingu tegemisel oli sellise tähtsusega, et tehingu teinud isikuga sarnane mõistlik isik ei oleks samasuguses olukorras tehingut teinud või oleks selle teinud oluliselt teistsugustel tingimustel.

(3) Tehingu teinud isik võib olulise eksimuse mõjul tehtud tehingu tühistada, kui:
1) eksimuse põhjustasid tehingu teise poole poolt teatavaks tehtud asjaolud või asjaoludest teatamata jätmine, kui asjaolude teatavakstegemine oli vastavalt hea usu põhimõttele nõutav;
2) tehingu teine pool teadis või pidi eksimusest teadma ja eksinud poole eksimusse jätmine oli vastuolus hea usu põhimõttega;
3) tehingu teine pool lähtus tehingu tegemisel samadest ekslikest asjaoludest, välja arvatud juhul, kui teine pool oleks asjaoludest õiget ettekujutust omades võinud eeldada, et eksinud pool oleks eksimusest teades tehingu siiski teinud.

(4) Ühepoolse tehingu puhul loetakse käesoleva paragrahvi lõike 3 mõttes tehingu teiseks pooleks isik, kellele tehingus sisalduv tahteavaldus oli suunatud, ning isik, kes omandab tehingu alusel õiguse.

(5) Tehingu teinud isik ei või tehingut tühistada, kui ta vastavalt tehingu tegemise asjaoludele ja tehingu sisule kandis eksimuse riisikot.

§ 93. Eksimuse tõttu tühistatava lepingu muutmine

(1) Kui ühel poolel on õigus leping olulise eksimuse tõttu tühistada, kuid teine pool täidab lepingu või teatab oma tahtest täita leping nii, nagu seda mõistis lepingu tühistamise õigust omav pool, siis loetakse, et leping on sõlmitud nii, nagu seda mõistis eksinud pool. Teate saamisel kaotab eksinud pool lepingu tühistamise õiguse.

(2) If the other party immediately after receiving the application for cancellation of the contract performs the contract or announces its intention to perform the contract as understood by the party that canceled the contract, the application for cancellation of the contract is invalid.

(3) If both parties are mistaken in the same circumstances, either party may demand that the contract be brought into line with what would have been agreed upon if the parties had not been mistaken.

§ 94. Fraud

(1) Fraud is intentionally misleading or keeping a person in error by revealing incorrect circumstances to him, with the aim of inducing the person to make a transaction.

(2) Failure to report those circumstances, which should have been reported in accordance with the principle of good faith, as well as the truthful publication of such circumstances, the veracity of which the petitioner has not checked and which later turn out to be incorrect, are equated with publication of incorrect circumstances.

(3) The person who made the transaction may cancel the transaction made due to fraud.

(4) If the fraud was committed by a third party for whom the other party to the transaction is not responsible, the defrauded party may cancel the transaction if the other party knew or should have known about the fraud. If the other party did not know or should not have known about the fraud, the transaction can be canceled if the third party who committed the fraud acquired the right on the basis of the transaction.

(5) In the case of a one-sided transaction, in the sense of subsection 4 of this section, the person to whom the statement of intent contained in the transaction was addressed and the person who acquires the right on the basis of the transaction are considered the other party to the transaction.

§ 95. Obligation to notify

In order to determine whether, in the cases specified in §§ 92 and 94 of this Act, the fact must be made known to the other party, it must first be taken into account whether the fact is obviously important to the other party, what special knowledge the parties have, what are the reasonable possibilities of the other party to obtain the necessary information and how big are the necessary expenses incurred by him to obtain this data.

§ 96. Threat and violence

(1) A person who made a transaction under the influence of unlawful threat or violence may cancel the transaction if the threat or violence was so immediate and serious according to the circumstances that it left no reasonable choice for the person who made the transaction. Above all, the identity of the person threatening or using violence and the other party to the transaction and the situation in which the threat or violence took place must be taken into account.

(2) A threat is unlawful if the following is unlawful:
1) an act or inaction with which the person making the transaction was threatened;

2) the purpose of the transaction made under the influence of the threat;
3) use of an act or inaction that was threatened to induce the transaction.

§ 97. [Repealed - RT I 2009, 18, 108 - entry into force. 01.05.2009]

§ 98. Cancellation procedure

(1) Cancellation of the transaction is done by making a statement to the other party. If there is no other party, the cancellation of the transaction is done by making a statement to the public.

(2) The right to cancel the transaction is transferred to the legal successor, but also to another person in the cases provided by law.

§ 99. Deadlines for cancellation

(1) The transaction may be cancelled:
1) in case of threat or violence – within six months, counting from the time when the effect of the relevant circumstance ceased;
[RT I 2009, 18, 108 - entry into force. 01.05.2009]
2) in case of fraud or mistake - within six months, from the day the fraud or mistake became known.

(2) Notwithstanding the provisions of subsection 1 of this section, the transaction may not be canceled if three years have passed since the transaction was made. If the cancellation of the transaction is based on threat or violence, the term stipulated in this paragraph is extended to ten years.

(3) The time limits stipulated in subsections 1 and 2 of this section shall be suspended on the grounds and for the time limit specified in §§ 163, 165 and 166 of this Act.

§ 100. Confirmation of the transaction

(1) The right to cancel the transaction ends when the person entitled to cancel the transaction confirms the transaction. The confirmation does not have to be in the same form as the transaction. If the person entitled to cancel the transaction, who knows the reason for the cancellation, completes the transaction, the transaction is considered confirmed.

(2) If the transaction has been made under the influence of threats or violence, the confirmation is only valid if the confirmation has been given after the circumstances affecting the transaction have ceased.
[RT I 2009, 18, 108 - entry into force. 01.05.2009]

(3) If one party to a transaction proposes to the other party to confirm the transaction or to cancel the transaction after the start of the transaction cancellation period, the right to cancel the transaction expires if the person entitled to cancel the transaction does not announce within a reasonable time after receiving the proposal whether he will cancel the transaction.

§ 101. Compensation for damage

(1) A person who has canceled a transaction on the grounds and in the manner provided for in this section may demand compensation from the other party. The purpose of compensation is to put the person who canceled the transaction in the situation he would have been in if he had not made the transaction.

(2) The other party to the transaction does not have to compensate the damage if he did not know or should not have known about the mistake, fraud, threat or violence.

Chapter 6
CONDITIONAL TRANSACTION

§ 102. Transaction with postponing or canceling condition

(1) A transaction made with a postponing or canceling condition is conditional.

(2) The transaction is made with a postponing condition, if the occurrence of the legal consequences determined by the transaction depends on a circumstance (postponing condition) for which it is not known whether it will occur or not.

(3) Tehing on tehtud äramuutva tingimusega, kui tehinguga kindlaksmääratud õiguslike tagajärgede lõppemine sõltub asjaolust (äramuutev tingimus), mille kohta ei ole teada, kas see saabub või ei saabu.

§ 103. Mitme edasilükkava või äramuutva tingimusega tehing

Kui tehinguga on kindlaks määratud mitu omavahel seotud tingimust, on tehinguga seotud õiguslike tagajärgede tekkimiseks või lõppemiseks vajalik kõigi tingimuste saabumine. Kui tingimused on määratud alternatiivselt, peab saabuma vähemalt üks tingimus.

§ 104. Tingimuse saabumise takistamine või sellele kaasaaitamine

(1) Tingimus loetakse saabunuks ka juhul, kui selle saabumist takistas hea usu põhimõtte vastaselt pool, kellele tingimuse saabumine ei ole kasulik.

(2) Tingimust ei loeta saabunuks, kui selle saabumisele aitas hea usu põhimõtte vastaselt kaasa pool, kellele tingimuse saabumine on kasulik.

§ 105. Õiguste ja kohustuste tekkimise või lõppemise aeg

(1) Edasilükkava tingimusega tehtud tehingu puhul tekivad ja äramuutva tingimusega tehtud tehingu puhul lõpevad tehinguga kindlaksmääratud õigused ja kohustused tingimuse saabumisel.

(2) Kui tehinguga on ette nähtud, et tingimuse saabumisel tekivad või lõpevad tehinguga kindlaksmääratud õigused ja kohustused kindlaksmääratud ajal enne tingimuse saabumist, peavad pooled tingimuse saabumisel täitma tehingust tulenevaid kohustusi tehinguga kindlaksmääratud ajast alates.

§ 106. Käsutused hõljumisajal

(1) Hõljumisaeg on ajavahemik tehingu tegemisest kuni tingimuse saabumiseni või selle saabumise võimatuse ilmnemiseni.

(2) Tingimusliku tehingu teinud isiku poolt hõljumisajal tehtud käsutustehing on tingimuse saabumisel tühine, kui käsutustehing välistab või piirab tingimusega seotud õigusliku tagajärje saabumist. Tühine on ka täitemenetluses, hagi tagamiseks või pankrotihalduri poolt tehtud käsutus, mis välistab või piirab tingimusega seotud õigusliku tagajärje saabumist.

(3) Käesoleva paragrahvi lõikes 2 sätestatu ei piira ega välista kolmandate isikute heauskselt omandatud õigusi.
[RT I 2003, 78, 523 - jõust. 27.12.2003]

§ 107. Kahju hüvitamine

(1) Edasilükkava tingimusega tehingu puhul võib tehingupool, kelle õiguse tekkimine on seotud tingimusega, nõuda tingimuse saabumisel tehingu teiselt poolelt kahju hüvitamist, kui tingimusega seotud õigus ei teki või ei teki ettenähtud kujul teisest poolest tuleneva asjaolu tõttu.

(2) Äramuutva tingimusega tehingu puhul on kahju hüvitamise nõudeõigus tehingupoolel, kelle kasuks endine õiguslik olukord oleks pidanud taastuma.

§ 108. Võimatu tingimus

(1) Võimatu on tingimus, mille kohta on tehingu tegemise ajal teada, et see ei saabu.

(2) Kui tehinguga kindlaksmääratud õiguste või kohustuste tekkimine on seatud sõltuvusse võimatust tingimusest, on tehing tühine.

(3) Kui tehinguga kindlaksmääratud õiguste või kohustuste lõppemine on seatud sõltuvusse võimatust tingimusest, loetakse tehing tehtuks selle tingimuseta.

§ 109. Seadusvastane tingimus

(1) Kui tehingus sisalduv edasilükkav tingimus on vastuolus seaduse, heade kommete või avaliku korraga, on tehing tühine.

(2) Kui tehinguga kindlaksmääratud õiguste ja kohustuste lõppemine on seatud sõltuvusse seaduse, avaliku korra või heade kommetega vastuolus olevast tingimusest, loetakse tehing tehtuks selle tingimuseta.

§ 110. Tähtpäeva määramine

Tehinguga kindlaksmääratud õigusliku tagajärje tekkimiseks või lõppemiseks tähtpäeva ettenägemise korral kohaldatakse vastavalt käesolevas peatükis edasilükkava või äramuutva tingimuse kohta sätestatut.

7. peatükk
TEHINGU TEGEMISE NÕUSOLEK

§ 111. Nõusoleku avaldamine

(1) Kui tehingu kehtivus sõltub kolmanda isiku nõusolekust, võib kolmas isik nõusoleku andmise või sellest keeldumise avaldada tehingu teinud isikule, mitmepoolse tehingu puhul ka tehingupoolele. Nõusolek võib olla tehingu tegemisele eelnev või antud tagantjärele (heakskiit).

(2) Kui tehingu jaoks on seaduses ette nähtud teatud vorm, peab nõusolek tehingu tegemiseks olema samas vormis. Avaliku võimu teostamisel annab haldusorgan nõusoleku haldusmenetluse seaduse (RT I 2001, 58, 354; 2002, 53, 336; 61, 375) §-s 55 sätestatud vormis.
[RT I 2003, 13, 64 - jõust. 01.07.2003]

§ 112. Eelneva nõusoleku tagasivõetavus

Eelneva nõusoleku võib kuni tehingu tegemiseni tagasi võtta, kui nõusoleku andnud isik ei ole nõusoleku andmisel nõusoleku tagasivõtmise õigusest loobunud. Nõusoleku tagasivõtmise avalduse võib teha tehingut teha soovivale isikule, mitmepoolse tehingu puhul ka tehingupoolele.

§ 113. Heakskiidu tagasiulatuv mõju

Kui tehing on heaks kiidetud, kehtivad heakskiidu õiguslikud tagajärjed alates tehingu tegemisest, kui seadusest või poolte kokkuleppest ei tulene teisiti.

§ 114. Õigustamata isiku käsutustehing

(1) Kui õigustamata isik on eset käsutanud, on käsutus kehtiv, kui selleks oli õigustatud isiku eelnev nõusolek.

(2) Kui õigustamata isikul ei olnud eseme käsutamiseks õigustatud isiku eelnevat nõusolekut, muutub tema poolt eseme käsutamine kehtivaks, kui õigustatud isik kiidab käsutuse heaks.

8. peatükk
ESINDAMINE

§ 115. Tehingu tegemine esindaja kaudu

(1) Tehingu võib teha ka esindaja kaudu. Esindaja tehtud tehing kehtib esindatava suhtes, kui esindaja tegi tehingu esindatava nimel ja esindajal oli tehingu tegemiseks esindusõigus.

(2) Esindaja kaudu ei või teha tehingut, mis seadusest või kokkuleppest tulenevalt tuleb teha isiklikult.

(3) Käesolev peatükk ei reguleeri esindamise aluseks olevast õigussuhtest tulenevaid õigusi ja kohustusi.

§ 116. Tehingu tegemine esindatava nimel

(1) Esindaja võib tehingu teha otseselt esindatava nimel, samuti võib tehingu tegemine esindatava nimel tuleneda tehingu tegemisega seotud asjaoludest.

(2) If the transaction was made by an employee of a person engaged in economic or professional activity or another person for whom the person engaged in economic or professional activity is responsible, and the transaction is related to such economic or professional activity, it is assumed that the transaction was made by a person engaged in economic or professional activity on behalf of the person.

§ 117. Right of representation

(1) The right of representation is a set of rights within which the representative can act on behalf of the represented.

(2) The right of representation may be granted by a transaction (authorization) or it may derive from the law (statutory right of representation).

§ 118. Granting of authorization

(1) Authorization is given by the represented person making a corresponding declaration of intent to the representative or to the person with whom the authorization is given to perform the transaction, or to the public.

(2) If the statements or behavior of a person acting as a representative reasonably influence another person to believe that the person acting as a representative has been given the authority to make a transaction, and the represented person knows or must know that the person acts as a representative on his behalf and tolerates such actions of that person, then it is considered that the representative has given the authorization.

(3) If the law prescribes a certain form for making a transaction, if the transaction is not followed, the transaction is void, the authorization given to make the transaction must be in the same form.

§ 119. Further authorization

(1) The representative has the right of sub-authorization if it derives from the authorization. If the authorization is given to make a transaction, in which case it cannot reasonably be expected to be done by the representative personally, then it is assumed that the representative has the right to sub-authorize.

(2) A legal representative may authorize another person to perform a transaction.

§ 120. Scope of the right of representation

(1) The scope of the statutory right of representation is determined by law.

(2) The scope of the authorization is determined by the representative. The authorization is interpreted in such a way that the person to whom the authorization was given or who relies on the public declaration of intent or the statement or behavior of the person being represented should have understood the representative's declaration of intent or behavior.

§ 121. Peculiarities of representation of a person engaged in economic or professional activity

(1) If a person is authorized to carry out all transactions in another person's economic or professional activity that are common in such economic or professional activity, he may not alienate or encumber immovable property or enter into a loan agreement without separate authorization.

(2) A person who sells goods or provides services at the request of another person in his economic or professional activities is deemed to be authorized to perform all transactions that are normally necessary for the sale of such goods or the provision of services.

(3) If the right of representation is limited compared to the provisions of subsections 1 and 2 of this section, the limitation applies to a third party only if the third party knew or should have known about it.

(4) The provisions of subsections 1–3 of this section do not apply to the procurator.

§ 122. Representation in case of several representatives

(1) In the case of granting a power of attorney with the same content to several persons, it is assumed that each of them can independently represent the person being represented.

(2) If several representatives can only represent the represented person jointly (joint representation), each of them can still accept declarations of intent on behalf of the represented person.

§ 123. Knowledge of the circumstances of the representative and the represented

(1) If there was a mistake, fraud, threat, violence or other circumstances during the execution of the transaction, which provide a basis for canceling the transaction, or if the legal consequences of the transaction depend on whether the person knew certain circumstances or should have known them, then the representative must be based on the assessment of these circumstances, not of the person represented.

(2) If, in the case of authorization, the representative acted in accordance with the instructions of the principal, the principal may not rely on the representative's ignorance of circumstances that the principal himself knew or should have known.

§ 124. Representation by a person with limited legal capacity

A person with limited legal capacity can also be a representative, except for the statutory right of representation.

§ 125. Grounds for termination of the right of representation

(1) The statutory right of representation shall terminate on the basis and procedure prescribed by law.

(2) The authorization ends if:
1) the representative has made a transaction for which the authorization was given;
2) making the transaction for which the authorization was given has become impossible;
3) the authorization expires;
4) a changeable condition occurs, which is related to the termination of the authorization;
5) the person being represented withdraws the authorization;
6) the representative renounces the authorization;
7) it results from the transaction underlying the authorization;
8) the contract on which the authorization is based ends;
9) the person being represented dies;
10) the legal entity to be represented or represented ends;
11) bankruptcy of the represented party is declared;
12) there is another basis for the termination of the authorization provided by law.

(3) Volitus ei lõpe esindatava surmaga, kui ei lõpe esindamise aluseks olev käsundusleping.

(4) Eeldatakse, et volitus lõpeb ka siis, kui kuulutatakse välja esindaja pankrot või esindaja sureb või tema üle seatakse eestkoste.

(5) Kui volituse kohta on antud kirjalik dokument (volikiri), tuleb see pärast volituse lõppemist esindatavale tagastada. Volikirja tagastamise kohustuse puhul ei või kasutada võlaõigusseaduse §-s 110 nimetatud kohustuse täitmisest keeldumise õigust.
[RT I, 13.03.2014, 3 - jõust. 23.03.2014]

§ 126. Volituse tagasivõtmine

(1) Esindatav võib volituse igal ajal tagasi võtta, isegi kui volitus on tähtajaline. Volituse tagasivõtmine toimub tahteavalduse tegemisega esindajale või kolmandale isikule, kellega tehingu tegemiseks oli volitus antud, või avalikkusele.

(2) Esindatav võib volituse andmisel esindaja või kolmanda isiku huvides oleva tehingu tegemiseks määrata, et volitus on tagasivõtmatu.

(3) Esindatav võib ka tagasivõtmatuna antud volituse mõjuval põhjusel tagasi võtta.

§ 127. Volituse kehtivus kolmandate isikute suhtes

(1) Kui volitus on antud tahteavaldusega kolmandale isikule või avalikkusele või kui esindatav on volituse andmisest kolmandale isikule või avalikkusele teada andnud, loetakse volitus kolmanda isiku või avalikkuse suhtes kehtivaks, kuni volitust ei ole samal viisil tagasi võetud või selle lõppemisest teatatud.

(2) Käesoleva paragrahvi lõikes 1 sätestatut kohaldatakse vastavalt ka volituse piiramise korral.

(3) Kui volituse kohta on antud volikiri, siis loetakse, et volitus kehtib seni, kuni volikirja ei ole esindatavale tagasi antud või kehtetuks kuulutatud.

(4) Hoolimata käesoleva paragrahvi lõigetes 1–3 sätestatust, loetakse volitus piiratuks või lõppenuks isiku suhtes, kes tehingu tegemisel esindaja volituse lõppemisest või piiramisest teadis või pidi teadma.

§ 128. Esindusõiguseta isiku ühepoolne tehing

(1) Teise isiku nimel esindusõiguseta tehtud ühepoolne tehing on tühine.

(2) Kindlale isikule suunatud ühepoolsele tehingule, mis on tehtud teise isiku nimel esindusõiguseta, kohaldatakse vastavalt käesoleva seaduse §-des 129 ja 130 sätestatut, kui isik, kellele tehing oli suunatud, ei vaielnud tehingu tegemisele vastu, kuigi ta esindusõiguse puudumisest teadis või pidi teadma.

§ 129. Esindusõiguseta isiku mitmepoolne tehing

(1) Teise isiku nimel esindusõiguseta tehtud mitmepoolne tehing on tühine, välja arvatud juhul, kui isik, kelle nimel esindusõiguseta isik tehingu tegi, selle hiljem heaks kiidab.

(2) Teise isiku nimel esindusõiguse piire ületades tehtud mitmepoolne tehing kehtib esindatava suhtes osas, milleks esindajal oli esindusõigus, kui tehing on osadeks jagatav ja võib eeldada, et tehing oleks tehtud ka osata, milleks esindajal ei olnud esindusõigust.

(3) Kui isik on teinud tehingu esindusõigust omamata või esindusõigust ületades, võib tehingu teine pool teha isikule, kelle nimel tehing tehti, ettepaneku tehing heaks kiita. Heakskiit on kehtiv, kui see on avaldatud ettepaneku tegijale.

(4) Kui isik, kelle nimel tehing tehti, ei avalda heakskiitu kahe nädala jooksul, arvates käesoleva paragrahvi lõikes 3 nimetatud ettepaneku saamisest, siis loetakse, et ta ei ole tehingut heaks kiitnud.

(5) Kuni tehingu heakskiitmiseni võib teine pool tehingu tegemiseks tehtud tahteavalduse tagasi võtta, välja arvatud juhul, kui ta tehingu tegemisel esindusõiguse puudumisest teadis või pidi teadma.

(6) Kui volitus peab olema antud teatud vormis, peab ka heakskiit olema antud samas vormis.

§ 130. Esindusõiguseta isiku vastutus

(1) Teise isiku nimel tehingu teinud isik, kellel ei olnud esindusõigust, peab juhul, kui isik, kelle nimel tehing tehti, tehingut heaks ei kiida, hüvitama teisele poolele tehingu ettevalmistamisel kantud kulutused ja sellega seotud muu kahju, mida teine pool kandis seetõttu, et ta uskus esindusõiguse olemasolusse.

(2) Kui teise isiku nimel tehingu teinud isik teadis või pidi teadma, et tal esindusõigust ei ole, peab ta lisaks käesoleva paragrahvi lõikes 1 nimetatud kahjule hüvitama teisele poolele ka tehingu täitmata jätmise tõttu tekkinud kahju.

(3) Esindusõiguseta isik ei vastuta vastavalt käesoleva paragrahvi lõigetes 1 ja 2 sätestatule, kui tehingu teine pool esindusõiguse puudumisest teadis või pidi teadma, samuti siis, kui esindusõiguseta isik on piiratud teovõimega ja ta tegutses seadusliku esindaja nõusolekuta.

(4) The provisions of subsections 1–3 of this section shall apply accordingly even if the person on whose behalf the transaction was made does not exist.

§ 131. Cancellation of a transaction due to a breach of the representative's obligations

(1) The principal may cancel a transaction made by the representative, in the course of which the representative violated the obligations arising from the legal relationship underlying the representation and entered into a transaction that was contrary to the interests of the principal, if the other party knew or should have known about the breach of obligations. If the representative also acted as a representative of the other party or if the representative made a transaction with himself, it is assumed that the representative violated the obligations arising from the legal relationship underlying the representation when making the transaction.

(2) The principal may not cancel the transaction in the case specified in subsection 1 of this section, if:
1) he knew or should have known about the circumstances that give the right to cancel the transaction in accordance with subsection 1 of this section, and gave his consent for the representative to make such a transaction;
2) he did not cancel the transaction within a reasonable time after the representative informed him of the circumstances that give him the right to cancel the transaction in accordance with paragraph 1 of this section.

(3) The principal may cancel the transaction in accordance with subsection 1 of this section within six months from the time when he became aware of the circumstances that give him the right to cancel the transaction in accordance with subsection 1 of this section. The transaction cannot be canceled after three years have passed since the transaction was made.

(4) The provisions of subsections 1–3 of this section apply in the case of joint representation even if one representative violated the obligations arising from the legal relationship underlying the representation.

(5) The provisions of subsections 1–4 of this section shall also apply accordingly in the event that the representative conducts the transaction through a person who has been sub-authorized.

Part 5
RESPONSIBILITY FOR ANOTHER PERSON

§ 132. Responsibility for another person

(1) A person is responsible for the behavior of another person and the circumstances resulting from him as for his own behavior or circumstances arising from himself, if he uses this person continuously in his economic or professional activities and the behavior of this person and the circumstances arising from him are related to the economic or professional activities of the person.

(2) A person is also responsible for the behavior of another person or the circumstances arising from him, if he uses this person in the performance of his obligations and the behavior of this person or the circumstances arising from him is related to the fulfillment of this obligation.

§ 133. Attribution of another person's knowledge

(1) If a person uses another person continuously in his economic or professional activities, he is considered to be aware of the circumstances known to the person used in economic or professional activities, unless the tasks of the person used in economic or professional activities do not include the mediation of such information to a person using him in economic or professional activity, or if a person used in economic or professional activity cannot reasonably be expected to provide such information, taking into account his tasks in economic or professional activity.

(2) If a person uses another person in the performance of his duty, it is considered that he is aware of those circumstances which are known to the person used in the performance of the duty, if the circumstances are related to the performance of this duty.

Part 6
DEADLINE AND DUE DAY

§ 134. Definition of term

(1) A deadline is a specified period of time with legal consequences.

(2) The deadline is determined by years, months, weeks, days, hours or smaller time units or by a certain event.

§ 135. Beginning and end of the term

(1) The term begins on the next day after the calendar day or event that determined the beginning of the term, unless otherwise provided by law or contract.

(2) The deadline ends when the due date arrives.

§ 136. Arrival of due date

(1) The arrival of the due date is determined by a deadline or a specified event.

(2) If the arrival of the due date is determined by a term calculated in years, the due date arrives in the corresponding month and day of the last year.

(3) If the arrival of the due date is determined by a term calculated in months, the due date arrives on the corresponding day of the last month.

(4) If the due date determined in accordance with subsections 1 and 2 of this section falls in a month in which there is no corresponding date, the due date is deemed to have arrived on the last day of that month.

(5) If the arrival of the due date is determined by a time period calculated in weeks, the due date arrives on the corresponding day of the last week of the time period.

(6) If the due date is determined by a time period calculated in days, the due date arrives on the last day of the time period.

(7) If the due date is determined by the occurrence of a certain date, time or event, the due date shall occur on that date, time or event.

(8) If the due date prescribed for making a declaration of intent or fulfilling an obligation falls on a public holiday or other day off, the due date is considered to have arrived on the first working day following the day off.

(9) When determining the deadline, the period from midnight to midnight is considered a day.

(10) If the arrival of the due date is determined by a term calculated with a time unit smaller than a day, the due date arrives upon the arrival of this time unit.
[RT I 2003, 78, 523 - entry into force. 27.12.2003]

§ 137. Expiration of the deadline

(1) If the arrival of the due date is determined by a deadline calculated in days or larger time units, the deadline expires at 24:00 on the day of arrival of the due date, unless otherwise provided by law.

(2) A declaration of intent to be transmitted to a person engaged in economic or professional activity within the time limit must be transmitted to him and the action to be taken against him within the time limit must be performed no later than the due date of the place where the declaration of intent must be transmitted or the action must be performed, by the end of normal business hours.

Part 7
ENFORCEMENT OF CIVIL RIGHTS

Chapter 9
METHODS OF ENFORCEMENT OF CIVIL RIGHTS

§ 138. Principle of good faith

(1) In exercising rights and fulfilling obligations, one must act in good faith.

(2) Exercising the right is not permitted in an illegal manner, as well as in such a way that the purpose of the exercise of the right is to cause damage to another person.

§ 139. Presumption of good faith

If the law binds legal consequences to good faith, its existence must be assumed, unless otherwise provided by law.

§ 140. Emergency protection

An act performed for emergency protection is not unlawful, if the limits of emergency protection were not exceeded.

§ 141. State of emergency

(1) A person who causes damage to himself or another person or property in order to ward off a threat to property does not act unlawfully if the damage is necessary to ward off the danger and the damage is not unreasonably large compared to the threatened danger.

(2) The person who caused the damage must compensate for the damage he caused by repelling the danger, if the repelled danger arose due to a circumstance arising from him.

(3) If it is reasonable according to the circumstances, compensation for damage caused in a state of emergency may be demanded from the person in whose interest the damage was caused.

Chapter 10
EXPIRATION

Section 1
Effects of Expiration

§ 142. Definition of expiration

(1) The right to require another person to perform an act or refrain from it (requirement) expires within the time limit provided by law (expiration period). After the claim expires, the obligated person may refuse to fulfill his obligation.

(2) The right of claim does not expire in the cases provided for in the law.

§ 143. Consideration of expiration by the court

The court or other body resolving the dispute will take into account the expiration of the claim only at the request of the obliged person.
[RT I 2005, 39, 308 - entry into force. 01.01.2006]

§ 144. Expiration of a claim arising from a collateral obligation

Along with the claim arising from the main obligation, the claim arising from the secondary obligation also expires, even though it would not have expired separately.

§ 145. Agreement on expiration

(1) With a transaction, the conditions for the expiration of a claim can be eased, in particular the expiration period can be shortened. The eased terms of limitation do not apply if the obliged person violated his obligations intentionally.

(2) By agreement of the parties, the limitation period, which is shorter than ten years, may be extended, but not to more than ten years.

(3) Waiver of the right to demand the application of the statute of limitations is null and void.

§ 145[1]. Effects of Expiration on Collateral

(1) Expiration of a claim secured by a pledge does not deprive the pledgee of the right to satisfy the principal debt claim at the expense of the pledged object.

(2) In case of reservation of ownership, the owner may demand the issue of the thing even if the claim secured by the reservation of ownership has expired.
[RT I 2003, 78, 523 - entry into force. 27.12.2003]

Section 2
Expiration of the claim arising from the transaction

§ 146. Limitation period for a claim arising from a transaction

(1) The limitation period for a claim arising from a transaction is three years.

(2) The statute of limitations for a claim arising from a construction contract due to a construction defect is five years. Due to the defect of the building, the claim arising from the sales contract does not expire before five years have passed since the building was completed.

(3) If the defect in the building has been caused by defects in the raw materials or material used for the construction as intended, the limitation period for the claim arising from the defects in the raw materials or material is five years.

(4) The limitation period for claims specified in subsections 1–3 of this section is ten years if the obligated person intentionally violated his obligations.

(5) The statute of limitations for a claim for the transfer of real estate, encumbrance of immovable property with rem, transfer or termination of rem, or change of content of rem is ten years.

§ 147. Beginning of the limitation period

(1) The limitation period begins when the claim becomes collectable, unless otherwise provided by law. If the entitled person can demand from another person to refrain from a certain act, the limitation period for the demand to refrain from the act starts from the breach of the obligation.

(2) The claim becomes enforceable from the moment when the entitled person has the right to demand the fulfillment of the obligation corresponding to the claim.

(3) The limitation period for the claim to pay the agreed fee begins at the end of the year in which the claim becomes collectable. If the claim becomes collectable by submitting an invoice, the limitation period for the claim begins at the end of the calendar year in which the entitled person can present the invoice.

(4) [Repealed - RT I 2003, 78, 523 - entry into force. 27.12.2003]

§ 148. Expiration of a claim arising from pre-contractual negotiations

The provisions of this section also apply to the expiration of a claim arising from a breach of an obligation arising from pre-contractual negotiations.

Section 3
Expiration of a legal claim

§ 149. Limitation period for a claim arising from the law

The statute of limitations for a claim arising from the law is ten years after the claim becomes enforceable, unless otherwise provided by law. The limitation period for a claim aimed at refraining from an act begins with the violation of the obligation to refrain.

§ 150. Limitation period for a claim arising from the unlawful infliction of damage

(1) The statute of limitations for a claim arising from the unlawful infliction of damage is three years from the time when the entitled person found out or should have found out about the damage and the person obliged to compensate for the damage.

(2) If the person obliged to compensate for damage has been enriched at the expense of the entitled person in connection with causing damage, he is also obliged to hand over the proceeds in accordance with the provisions of unjust enrichment even after the expiry of the limitation period provided for in subsection 1 of this section.

(3) The claim arising from the unlawful infliction of damage expires, regardless of the provisions of subsections 1 and 2 of this section, no later than ten years after the commission of the act that caused the damage or the occurrence of the event.

§ 151. Limitation period for a claim arising from unjust enrichment

(1) The statute of limitations for a claim arising from unjust enrichment is three years from the time when the entitled person became aware or should have become aware that he has a claim arising from unjust enrichment. In the event of a violation of the right, the limitation period for the unjust enrichment claim aimed at compensation of the value obtained through the violation starts from the time when the entitled person became aware or should have become aware of the violation and the obligated person.

(2) The claim arising from unjust enrichment expires, regardless of the provisions of subsection 1 of this section, no later than ten years after the unjust enrichment took place.

§ 152. Expiration in case of competition of claims

(1) If a claim of the same content can be filed on the basis of both the law and the transaction, the provisions of section 2 of this chapter apply to the expiration of the claim.

(2) The provisions of subsection 1 of this section do not apply to the expiration of the requirements specified in section 4 of this chapter.

Section 4
Expiration in special cases

§ 153. Expiration of a claim arising from causing death, bodily injury, damage to health or deprivation of liberty

(1) The limitation period for a claim arising from causing death, bodily injury, damage to health or deprivation of liberty, regardless of the legal basis of the claim, is three years from the time the entitled person became aware or should have become aware of the damage and the person obliged to compensate for the damage.

(2) The claims specified in subsection 1 of this section expire no later than 30 years from the commission of the act or the occurrence of the event that caused the damage.

§ 154. Expiration of a claim aimed at fulfilling recurring obligations

The limitation period for a claim aimed at the fulfillment of recurring obligations, regardless of the legal basis of the claim, is three years for each individual obligation, unless otherwise provided by law. The limitation period begins at the end of the calendar year when the claim corresponding to the obligation becomes due.
[RT I, 22.03.2021, 1 - enters into force. 01.04.2021]

§ 155. Expiration of the extradition claim arising from the right of ownership and the claim arising from family and inheritance law

(1) The statute of limitations for extradition claims arising from property rights and claims arising from family and inheritance rights is 30 years after the claim becomes enforceable, unless otherwise provided by law.

(2) The claim for extradition arising from the right of ownership against an unauthorized possessor does not expire.

§ 156. Expiration in case of legal succession

The expiration of the claim for extradition or the claim for protection of possession arising from the right of ownership is not affected by a change in possession of the thing, if the thing has come into the possession of another person due to legal succession.

§ 157. Expiration of the fulfillment of a claim recognized by an effective court decision and a claim arising from another enforcement document
[RT I, 22.03.2021, 1 - entered into force. 01.04.2021]

(1) The statute of limitations for the fulfillment of a claim recognized by an effective court decision or a claim arising from another enforcement document is ten years.

(1^1) If the enforcement document specified in subsection 1 of this section recognizes a claim arising from the unlawful infliction of damage or a claim filed with a civil action within the framework of criminal proceedings, the statute of limitations for the fulfillment of such a claim is 20 years.

(2) The limitation period for the fulfillment of the claim specified in subsections 1 and 1^1 of this section begins with the entry into force of the court decision or the issuance of another enforcement document, but not before the claim becomes enforceable.

(3) The statute of limitations for fulfilling a claim recognized in bankruptcy proceedings is ten years from the end of the bankruptcy proceedings.

(4) The statute of limitations for the fulfillment of a claim recognized by an entered into force court decision arising from the performance of repeated obligations or a claim arising from another enforcement document, which becomes enforceable in the future, is three years for each individual obligation. The limitation period begins at the end of the calendar year when the claim corresponding to the obligation becomes due.

(5) The statute of limitations for the fulfillment of the obligation to maintain a child is ten years for each individual obligation. The limitation period begins at the end of the calendar year when the claim corresponding to the obligation becomes due.

(6) In addition to the other grounds provided for in this Act, the expiration of the enforcement shall also be suspended for the duration of the court proceedings regarding the debtor's property or its determination on the basis of a lawsuit or petition filed by the claimant during the enforcement proceedings. The provisions of subsections 3 and 4 of § 160 of this Act shall apply to the termination of the suspension of the limitation period for execution.
[RT I, 22.03.2021, 1 - enters into force. 01.04.2021]

Section 5
Interruption and Suspension of Expiration

§ 158. Interruption of limitation by recognition of claim

(1) Expiration is interrupted and starts again with the recognition of the claim by the obliged person.

(2) Recognition of a claim may consist of partial payment of what is owed to the entitled person, payment of interest, provision of a guarantee or other act.

(3) The statute of limitations is not considered to be interrupted by the partial payment owed to the claimant, the payment of interest, the provision of a guarantee or the performance of another act in the enforcement procedure.
[RT I, 22.03.2021, 1 - enters into force. 01.04.2021]

§ 159. Interruption of the limitation period by submitting an enforcement document
[RT I, 22.03.2021, 1 - entered into force. 01.04.2021]

(1) The expiration of the enforcement of a claim recognized by an effective court decision or a claim arising from another enforcement document is interrupted and begins again when the enforcement document is submitted for enforcement for the first time.

(2) Expiration is not considered interrupted if the enforcement document is not taken for enforcement.
[RT I, 22.03.2021, 1 - enters into force. 01.04.2021]

§ 160. Suspension of limitation by filing a lawsuit

(1) Prescription stops when the entitled person files a lawsuit to satisfy or recognize the claim.

(2) Filing a claim is equivalent to:
1) filing a claim in bankruptcy proceedings;
2) submitting an application to secure a lawsuit before filing a lawsuit, if this application is granted;
3) submission of a statement in the fast procedure of a payment order or in another procedure without a lawsuit;
[RT I 2008, 59, 330 - entry into force. 01.01.2009]
3^{1}) submission of the debtor's restructuring application or insolvency application;
[RT I, 20.06.2022, 1 - enters into force. 01.07.2022]
4) submission of a statement in the pre-trial procedure provided for by law, regardless of whether a decision as an enforcement document is made in the procedure;
[RT I 2005, 39, 308 - entry into force. 01.01.2006]
5) offsetting the claim in the court proceedings with the claim, the fulfillment of which is sought in the lawsuit;
[RT I 2005, 39, 308 - entry into force. 01.01.2006]
6) involvement of a third party in the proceedings regarding a claim directed against a third party;
[RT I 2005, 39, 308 - entry into force. 01.01.2006]
7) submitting a statement in the preliminary certification procedure;
[RT I 2005, 39, 308 - entry into force. 01.01.2006]
8) submission of the first application in the same case for procedural assistance before starting court proceedings.
[RT I 2005, 39, 308 - entry into force. 01.01.2006]

(3) The suspension of the expiration of the claim ends with the conclusion of the effective decision of the procedure that is the basis of the suspension.
[RT I 2008, 59, 330 - entry into force. 01.01.2009]

(4) In case of suspension of court proceedings, the suspension of limitation of the claim ends after three years have passed since the parties or the court performed the last procedural act. If the procedure is continued, the expiration will stop again.

§ 161. Suspension of limitation in case of arbitration proceedings

(1) The provisions of § 160 of this Act also apply when submitting a claim to the arbitration court in accordance with the arbitration agreement.

(2) If no arbitrators have been named in the arbitration agreement, or if the appointment of an arbitrator is necessary for another reason, or if the arbitration can only be appealed to after other agreed prerequisites have been met, the statute of limitations stops already when the entitled person takes the necessary steps to appoint an arbitrator or fulfill other prerequisites for applying to the arbitration. .

§ 162. Suspension of expiration in the case of the right to refuse to fulfill an obligation

Expiration stops for the period when the obliged person has the right to temporarily refuse to fulfill the obligation by agreement with the entitled person, especially if he has been given an additional deadline for fulfillment.

§ 163. Suspension of limitation due to force majeure

The statute of limitations stops if the entitled person cannot defend his rights in court or in another manner provided by law during the last six months of the statute of limitations due to force majeure. The suspension of the statute of limitations ends when the force majeure ends.

§ 164. Suspension of limitation for family reasons or during guardianship

(1) Expiration of claims between spouses has stopped during the marriage.

(2) Expiration of claims between parents and children has stopped until the child reaches the age of majority.

(3) The expiration of the claims between the guardian and the ward has stopped during the period of guardianship.

(4) Expiration of claims between the custodian of the property and the person being cared for has stopped during the period of care.
[RT I 2005, 39, 308 - entry into force. 01.01.2006]

§ 165. Suspension of limitation in the case of a person with limited legal capacity

(1) If a person with limited legal capacity does not have a legal representative, the expiration of his claims and claims directed against him shall stop until the person becomes legally competent or a legal representative is appointed for him.

(2) The requirements specified in subsection 1 of this section do not expire before six months have passed from the time when the person becomes legally competent or a legal representative is appointed.

§ 166. Suspension of limitation in case of inheritance

(1) The expiration of a claim belonging to the estate or directed against the estate is suspended until the time when the heir accepts the estate or bankruptcy is declared in respect of the estate or a guardian is appointed for the estate.

(2) The requirements specified in subsection 1 of this section do not expire before six months have passed from the time when the heir accepted the estate, bankruptcy was declared with respect to the estate, or a guardian was appointed for the estate.

§ 167. Suspension of limitation in case of negotiations

(1) The expiration of the claim stops during negotiations between the entitled and obligated person, if negotiations are held about the claim or the circumstance from which the claim may arise. Negotiations are assumed to have ended if the person refuses to continue negotiations.

(2) In the event that the entitled person sets an additional deadline for the obligee to fulfill the obligation, the expiration is suspended until the additional deadline elapses or until the obligee finally refuses to fulfill his obligation.

(3) Expiration stops until the experts agreed upon by the parties or until the end of the agreed conciliation procedure.

§ 167[1]. Suspension of expiration in case of deletion from the legal entity register

(1) If a legal entity is reinstated in the register, the expiration of the claim against it has stopped from the time it is deleted from the register until it is reinstated in the register.

(2) A claim against a legal entity, the expiration of which has stopped as a result of subsection 1 of this section, does not expire before the expiration of six months from the reinstatement of the legal entity in the register.
[RT I, 05.05.2022, 1 - enters into force. 01.02.2023]

§ 168. Effect of suspension

(1) The time during which the expiration had stopped is not included in the limitation period.

(2) The claim does not expire before two months have passed from the end of the suspension of the limitation period, unless the law provides that the claim does not expire for a longer period of time.

§ 169. Suspension of limitation in case of competition of claims

If a claim of the same content can be submitted on the basis of both law and transaction, and the statute of limitations of the claim arising from law or transaction has stopped or been interrupted, then the statute of limitations on both the law and the transaction has stopped or been interrupted.

Part 8
APPLICATION OF LAW

§ 170. Entry into force of the law

This law enters into force from the time specified in the law of its implementation.