



FROM THE IUSTORIA BLOG

5 Contract Mistakes We See Most Often

Five common contract mistakes we find during reviews — and how to avoid them.

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10 April 2025 · 4 min read

When reviewing contracts for our clients, we encounter the same problems repeatedly. Most arise not from ignorance of the law, but from insufficient attention to detail.

1. Vague definition of the subject matter

The most common mistake. The contract says "the supplier shall perform work according to specification" but the specification either doesn't exist or is so vague that each party imagines something different.

2. Missing or non-functional contractual penalties

A contractual penalty must be proportionate. Too high and the court may reduce it; too low and it motivates no one.

3. Unclear termination rules

Who can terminate? With what notice period? Under what conditions can either party withdraw? These questions must be answered clearly.

4. Forgotten personal data processing

If the contract involves processing personal data, it must include a data processing agreement under GDPR. Often completely missing.

5. Governing law and dispute resolution

For international contracts, it's critical to specify the governing law and dispute resolution mechanism. Arbitration, court, mediation — the choice fundamentally impacts costs and speed. I've covered [when to go to court](#) and [when to mediate](#) in a separate piece.

For more contract pitfalls, see [Five contract clauses nobody reads](#) — and if you are dealing with a shareholders' agreement, [Articles of association are not a formality](#).

Want a contract reviewed before you sign? In our [risk prevention practice](#) we go through the contract sentence by sentence and find exactly what could end up in court a year from now. [Get in touch](#).

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