

Force majeure och hardship

Johnny Herre

United Nations Convention
on Contracts for the
International Sale of Goods



UNITED NATIONS

Art. 45

If the seller fails to perform any of his obligations under the contract or this Convention, the buyer may:

...

(b) claim damages as provided in articles 74 to 77.

**UTGÅNGSPUNKTEN ÄR ALLTSÅ
SKADESTÅNDSSKYLDIGHET**

United Nations Convention
on Contracts for the
International Sale of Goods



UNITED NATIONS

Art. 79 (1)

A party is not liable for a failure to perform any of his obligations if he proves that the failure was due to an impediment beyond his control and that he could not reasonably be expected to have taken the impediment into account at the time of the conclusion of the contract or to have avoided or overcome it, or its consequences.

United Nations Convention
on Contracts for the
International Sale of Goods



UNITED NATIONS

Art. 79 - kontrollansvar

- Kan gälla vid force majeure-händelser (naturfenomen och katastrofer, t.ex. epidemier)
- Statliga ingripanden
- Arbetstvister
- Finansiell förmåga och möjlighet att skaffa insatsvaror normal inom egen risksfär
- “Ekonomisk omöjlighet”
- Etiska överväganden

United Nations Convention
on Contracts for the
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UNITED NATIONS

CISG AC Opinion 7 (Garro, 2007)

A change of circumstances that could not reasonably be expected to have been taken into account, rendering performance excessively onerous ("hardship"), may qualify as an "impediment" under Article 79(1). The language of Article 79 does not expressly equate the term "impediment" with an event that makes performance absolutely impossible. Therefore, a party that finds itself in a situation of hardship may invoke hardship as an exemption from liability under Article 79.

United Nations Convention
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UNITED NATIONS

CISG AC Opinion 7

- Impediment ett autonomt begrepp
- Ska alltså skiljas från t.ex.
 - Imprévision
 - frustration of contract
 - commercial impracticability
 - Wegfall der Geschäftsgrundlage
 - eccessiva onerosita sopravvenuta
 - m.fl.
- Inget ställningstagande för eller emot “hardship” under förhandlingarna

United Nations Convention
on Contracts for the
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UNITED NATIONS

CISG AC Opinion 20 (Muñoz, 2020)

- The CISG governs cases of hardship
- A party is bound to fulfil its obligations even if performance has become more onerous, unless there is hardship.
- There is hardship when a change of circumstances beyond the control of a party makes performance excessively onerous, if that party could not reasonably be expected to have taken the change into account or to have avoided or overcome it or its consequences.

United Nations Convention
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UNITED NATIONS

CISG AC Opinion 20 (Muñoz, 2020)

In assessing whether hardship exists the following nonexclusive factors should be taken into account:

- a) whether the risk of a change of circumstances was assumed by either party;
- b) whether the contract is of a speculative nature;
- c) whether and to what extent there have been previous market fluctuations;
- d) the duration of the contract;
- e) whether the seller has obtained the goods from its own supplier;
- f) whether either party has hedged against market changes.

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UNITED NATIONS

CISG AC Opinion 20 (Muñoz, 2020)

In case of hardship, nothing prevents either party from exercising any right other than to claim damages and require performance of the obligation affected by hardship.

Under the CISG

- the parties have no duty to renegotiate the contract in case of hardship,
- a court or arbitral tribunal may not adapt the contract in case of hardship,
- a court or arbitral tribunal may not bring the contract to an end in case of hardship.

UNIDROIT
International Institute for the Unification of Private Law

UNIDROIT PRINCIPLES

OF INTERNATIONAL COMMERCIAL CONTRACTS

2016

Art. 7.1.7 (*Force majeure*)

(1) Non-performance by a party is excused if that party proves that the non-performance was due to an impediment beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of the contract or to have avoided or overcome it or its consequences.

(2) When the impediment is only temporary, the excuse shall have effect for such period as is reasonable having regard to the effect of the impediment on the performance of the contract.

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OF INTERNATIONAL COMMERCIAL CONTRACTS

2016

Art. 7.1.7 (*Force majeure*)

(4) Nothing in this Article prevents a party from exercising a right to terminate the contract or to withhold performance or request interest on money due.

Force Majeure

En allmän transnationell rättsfigur

lex mercatoria

Hardship

Ett stort antal länder baserade på civil law har regler om hardship eller liknande, t.ex.

- Argentina
- Brasilien
- Colombia
- Egypten
- Frankrike
- Grekland
- Italien
- Japan
- Polen
- Ryssland
- Tyskland (bl.a. "Störung der Geschäftsgrundlage")
- Ungern
- Österrike

Större skepsis i common law-länder

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OF INTERNATIONAL COMMERCIAL CONTRACTS

2016

Art. 6.2.2 (*Definition of hardship*)

There is hardship where the occurrence of events fundamentally alters the equilibrium of the contract either because the cost of a party's performance has increased or because the value of the performance a party receives has diminished, and

- (a) the events occur or become known to the disadvantaged party after the conclusion of the contract;
- (b) the events could not reasonably have been taken into account by the disadvantaged party at the time of the conclusion of the contract;
- (c) the events are beyond the control of the disadvantaged party; and
- (d) the risk of the events was not assumed by the disadvantaged party.

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**UNIDROIT
PRINCIPLES**

OF INTERNATIONAL COMMERCIAL CONTRACTS

2016

Art. 6.2.3 (*Effects of hardship*)

- (1) In case of hardship the disadvantaged party is entitled to request renegotiations. The request shall be made without undue delay and shall indicate the grounds on which it is based.
- (2) The request for renegotiation does not in itself entitle the disadvantaged party to withhold performance.
- (3) Upon failure to reach agreement within a reasonable time either party may resort to the court.
- (4) If the court finds hardship it may, if reasonable,
- (a) terminate the contract at a date and on terms to be fixed, or
 - (b) adapt the contract with a view to restoring its equilibrium.

ICC Force Majeure Clause

“Force Majeure” means the occurrence of an event or circumstance (“Force Majeure Event”) that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that the party affected by the impediment (“the Affected Party”) proves:

a) that such impediment is beyond its reasonable control; and

b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and

c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.

ICC FORCE MAJEURE AND HARDSHIP CLAUSES MARCH 2020

ICC INTERNATIONAL
CHAMBER
OF COMMERCE
The world business organization



ICC FORCE MAJEURE CLAUSE (“Clause”) (LONG FORM)

The concept of force majeure is known by most legal systems, but the principles developed in national laws may imply substantial differences. In order to overcome this problem parties tend to agree on autonomous solutions, by including in their contracts force majeure clauses containing solutions which do not depend on the particularities of national laws. In order to assist parties in drafting and negotiating such clauses, the ICC has created two balanced Force Majeure Clauses, the “Long Form” and the “Short Form”.

The ICC Force Majeure Clause (Long Form) can be included in the contract or incorporated by reference by stating “The ICC Force Majeure Clause (Long Form) is incorporated in the present contract”. Parties may also use the Clause as the basis for drafting a “tailor-made” clause, which takes into account their specific needs.

Should the parties prefer a shorter clause, they can include in their contract the “Short Form” of the ICC Force Majeure Clause. The Long Form nevertheless gives guidance on issues in which the Short Form is silent.

As regards the question of what constitutes force majeure, the ICC Force Majeure Clause intends to achieve a compromise between the general requirements of force majeure, which need to be met in all cases and the indication of events presumed to be beyond the control of the parties and not foreseeable at the time of the conclusion of the contract. For that purpose, the ICC Force Majeure Clause provides a general definition (paragraph 1) and a list of force majeure events (paragraph 3) which are presumed to qualify for force majeure (Paragraph 3). Parties are invited to check the list and verify if some events should be deleted from or added to it, in accordance with their specific needs.

The main consequence of successfully invoking force majeure is that the Affected Party is relieved from its duty to perform and from responsibility or damages from the date of occurrence of the event (provided that the other party has been notified timely) and, in case of a temporary impediment, until the impediment ceases to prevent the performance.

1. Definition. “Force Majeure” means the occurrence of an event or circumstance (“Force Majeure Event”) that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that the party affected by the impediment (“the Affected Party”) proves:

- a) that such impediment is beyond its reasonable control; and
- b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and
- c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.

The definition of Force Majeure provides a lower threshold for invoking the clause than impossibility of performance. This is expressed by the reference to reasonableness in conditions (a) to (c) of the clause.

...the following events affecting a party shall be presumed to fulfil conditions (a) and (b) ..., and the Affected Party only needs to prove that condition (c) of is satisfied:

- a) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;
- b) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;
- c) currency and trade restriction, embargo, sanction;
- d) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;
- e) plague, epidemic, natural disaster or extreme natural event;
- f) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy;
- g) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

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Consequences of Force Majeure

A party successfully invoking this Clause is relieved from its duty to perform its obligations under the Contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. The other party may suspend the performance of its obligations, if applicable, from the date of the notice.

ICC FORCE MAJEURE AND HARDSHIP CLAUSES MARCH 2020



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Contract termination.

Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

ICC FORCE MAJEURE AND HARDSHIP CLAUSES MARCH 2020



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ICC HARDSHIP CLAUSE

A party to a contract is bound to perform its contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.

ICC HARDSHIP CLAUSE

Where a party to a contract proves that:

a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that

b) it could not reasonably have avoided or overcome the event or its consequences,

the parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

ICC HARDSHIP CLAUSE

– tre alternativ
som kan väljas av
parterna

Party to terminate

Where the parties have been unable to agree alternative contractual terms ..., the party invoking this Clause is entitled to terminate the contract, but cannot request adaptation by the judge or arbitrator without the agreement of the other party.

ICC HARDSHIP CLAUSE – tre alternativ ...

Judge adapt or terminate

Where the parties have been unable to agree alternative contractual terms ..., either party is entitled to request the judge or arbitrator to adapt the contract with a view to restoring its equilibrium, or to terminate the contract, as appropriate.

ICC HARDSHIP CLAUSE – tre alternativ ...

Judge to terminate

Where the parties have been unable to agree alternative contractual terms ..., either party is entitled to request the judge or arbitrator to declare the termination of the contract.

Allmänna bestämmelser



för leveranser av maskiner samt annan mekanisk, elektrisk och elektronisk utrustning inom och mellan Danmark, Finland, Norge och Sverige.

Utgivna 2017 av DI, Danmark, Teknologiateollisuus – Teknologindustri, Finland, Norsk Industri, Norge, samt Teknikföretagen, Sverige.

Tillämplighet. Definitioner

1. Dessa allmänna bestämmelser ska tillämpas när parterna skriftligen eller på annat sätt avtalat därom. Eventuella avvikelser från bestämmelserna måste avtalas skriftligen för att bli gällande.

Det eller de föremål som säljaren enligt parternas avtal ska leverera benämns i dessa bestämmelser "Produkten". Uttrycket innefattar också dokumentation och programvara enligt punkterna 4–7.

När uttrycket "skriftligt" eller "skriftligen" används i dessa bestämmelser avses en handling underskriven av båda parter eller brev, telefax, elektronisk post eller andra kommunikationsformer som parterna har kommit överens om.

Produktinformation

2. Uppgifter i marknadsföringsmaterial, prisistor och annan produktinformation är bindande endast i den utsträckning avtalet uttryckligen hänvisar till dem.

Dokumentation och information

3. All dokumentation rörande Produkten eller dess tillverkning, vilken före eller efter avtalets ingående överlämnas av den ena parten till den andra, förblir den överlämnande partens egendom.

Mottagen dokumentation eller information får inte utan den andra partens medgivande användas för annat ändamål än det för vilket den överlämnats. Med undantag för sådan dokumentation som nämns i punkt 4 får den inte utan medgivande från den andra parten kopieras, utlämnas till eller bringas till tredje mans kännedom.

4. Säljaren ska senast vid leveransen utan särskild ersättning tillhandahålla köparen en uppsättning, eller det antal som avtalats, av sådan dokumentation som är tillräckligt utförlig för att köparen ska kunna ombesörja montage, idriftsättning, drift och underhåll – inklusive löpande reparationer – av Produkten. Säljaren är dock inte skyldig att tillhandahålla dokumentation för tillverkning av Produkten eller reservdelar.

I den omfattning det är tillåtet enligt relevant lagstiftning får säljaren, med köparens samtycke, uppfylla ovannämnda förpliktelser genom att göra dokumentationen tillgänglig i elektronisk form.

Programvara

5. Med programvara avses i dessa bestämmelser den programvara som ingår i Produkten och som består av leverantörsprogram och/eller underlicensierade program.

Leverantörsprogram är sådan programvara som säljaren har rättigheterna till. Underlicensierade program är programvara som tredje man har rättigheterna till och som säljaren med dennes medgivande upplåter nyttjanderätt till.

6. Om inte annat avtalats har köparen en i tiden obegränsad icke-exklusiv rätt att fritt nyttja leverantörsprogram vid användning av Produkten. Köparen får överlåta denna nyttjanderätt till senare förvärvare av Produkten. Om inte annat avtalats behåller säljaren rättigheterna till leverantörsprogram även om programmet utarbetats särskilt för köparen. Köparen får på eget ansvar göra sådana anpassningar av leverantörsprogram som är förenliga med Produktens allmänna ändamål.

Med de inskränkningar som kan vara avtalade mellan rättighetsinnehavaren och säljaren, har köparen en i tiden obegränsad icke-exklusiv rätt att nyttja underlicensierade program vid användning av Produkten och att överlåta denna nyttjanderätt till senare förvärvare av Produkten. Säljaren ska senast när avtalet ingås, skriftligen underrätta köparen om sådana inskränkningar. Köparen får göra anpassningar av underlicensierade program endast om det avtalats särskilt.

7. Om inte annat avtalats är säljaren inte skyldig att tillhandahålla köparen källkoden till programvaran. Om inte annat avtalats är säljaren inte heller skyldig att förse köparen med uppdaterade versioner av programvaran.

Prov före leverans (leveransprov)

8. Har leveransprov avtalats, ska provet utföras där Produkten tillverkas, såvida inte annan plats har avtalats. Har tekniska krav för provet inte avtalats, utförs det i överensstämmelse med normal praxis inom vederbörande industribransch i det land där Produkten tillverkas.

9. Säljaren ska skriftligen underrätta köparen om leveransprov i så god tid att köparen kan närvara. Har köparen erhållit sådan underrättelse, får leveransprov genomföras även om köparen inte är företrädd vid provet.

Säljaren ska föra protokoll över leveransprov. Provningsprotokollet ska sändas till köparen. Protokollet ska, om inte köparen visar annat, anses ge en korrekt beskrivning av hur leveransprovet genomfördes och dess resultat.

10. Visar sig Produkten vid leveransprov inte vara i avtalat skick, ska säljaren snarast möjligt se till att Produkten görs avtalsenlig. Om köparen begär det ska nytt prov därefter utföras, såvida inte avvikelser var obetydliga.

NL 17

Befrielsegrunder (force majeure)

45. Följande omständigheter utgör befrielsegrunder om de medför att avtalets fullgörande hindras eller blir oskäligt betungande:

arbetskonflikt och varje annan omständighet som parterna inte kan råda över, såsom eldsvåda, naturkatastrofer och extrema naturhändelser, krig, mobilisering eller militärinkallelser av motsvarande omfattning, rekvisition, beslag, handels- och valutarestriktioner, uppror och upplopp, knapphet på transportmedel, allmän varuknapphet, inskränkningar i tillförseln av drivkraft samt fel i eller försening av leveranser från underleverantörer, som orsakas av sådan befrielsegrund.

Allmänna bestämmelser



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Det eller de föremål som säljaren enligt parternas avtal ska leverera benämns i dessa bestämmelser "Produkten". Uttrycket innefattar också dokumentation och programvara enligt punkterna 4-7.

När uttrycket "skriftlig(t)" eller "skriftligen" används i dessa bestämmelser avses en handling underskriven av båda parter eller brev, telefax, elektronisk post eller andra kommunikationsformer som parterna har kommit överens om.

Produktinformation

2. Uppgifter i marknadsföringsmaterial, prisistor och annan produktinformation är bindande endast i den utsträckning avtalet uttryckligen hänvisar till dem.

Dokumentation och information

3. All dokumentation rörande Produkten eller dess tillverkning, vilken före eller efter avtalets ingående överlämnas av den ena parten till den andra, förblir den överlämnande partens egendom.

Mottagen dokumentation eller information får inte utan den andra partens medgivande användas för annat ändamål än det för vilket den överlämnats. Med undantag för sådan dokumentation som nämns i punkt 4 får den inte utan medgivande från den andra parten kopieras, utlämnas till eller bringas till tredje mans kännedom.

4. Säljaren ska senast vid leveransen utan särskild ersättning tillhandahålla köparen en uppsättning, eller det antal som avtalats, av sådan dokumentation som är tillräckligt utförlig för att köparen ska kunna ombesörja montage, idriftsättning, drift och underhåll – inklusive löpande reparationer – av Produkten. Säljaren är dock inte skyldig att tillhandahålla dokumentation för tillverkning av Produkten eller reservdelar.

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Programvara

5. Med programvara avses i dessa bestämmelser den programvara som ingår i Produkten och som består av leverantörsprogram och/eller underlicensierade program.

Leverantörsprogram är sådan programvara som säljaren har rättigheterna till. Underlicensierade program är programvara som tredje man har rättigheterna till och som säljaren med dennes medgivande upplåter nyttjanderätt till.

6. Om inte annat avtalats har köparen en i tiden obegränsad icke-exklusiv rätt att fritt nyttja leverantörsprogram vid användning av Produkten. Köparen får överlåta denna nyttjanderätt till senare förvärvare av Produkten. Om inte annat avtalats behåller säljaren rättigheterna till leverantörsprogram även om programmet utarbetats särskilt för köparen. Köparen får på eget ansvar göra sådana anpassningar av leverantörsprogram som är förenliga med Produktens allmänna ändamål.

Med de inskränkningar som kan vara avtalade mellan rättighetsinnehavaren och säljaren, har köparen en i tiden obegränsad icke-exklusiv rätt att nyttja underlicensierade program vid användning av Produkten och att överlåta denna nyttjanderätt till senare förvärvare av Produkten. Säljaren ska senast när avtalet ingås, skriftligen underrätta köparen om sådana inskränkningar. Köparen får göra anpassningar av underlicensierade program endast om det avtalats särskilt.

7. Om inte annat avtalats är säljaren inte skyldig att tillhandahålla köparen källkoden till programvaran. Om inte annat avtalats är säljaren inte heller skyldig att förse köparen med uppdaterade versioner av programvaran.

Prov före leverans (leveransprov)

8. Har leveransprov avtalats, ska provet utföras där Produkten tillverkas, såvida inte annan plats har avtalats. Har tekniska krav för provet inte avtalats, utförs det i överensstämmelse med normal praxis inom vederbörande industribransch i det land där Produkten tillverkas.

9. Säljaren ska skriftligen underrätta köparen om leveransprov i så god tid att köparen kan närvara. Har köparen erhållit sådan underrättelse, får leveransprov genomföras även om köparen inte är företrädd vid provet.

Säljaren ska föra protokoll över leveransprov. Provningsprotokollet ska sändas till köparen. Protokollet ska, om inte köparen visar annat, anses ge en korrekt beskrivning av hur leveransprovet genomfördes och dess resultat.

10. Visar sig Produkten vid leveransprov inte vara i avtalat skick, ska säljaren snarast möjligt se till att Produkten görs avtalsenlig. Om köparen begär det ska nytt prov därefter utföras, såvida inte avvikelserna var obetydliga.

NL 17

Befrielsegrunder (force majeure)

- Omständigheterna utgör befrielsegrund endast om deras inverkan på avtalets fullgörande inte kunde förutses då avtalet ingicks.
- Oavsett vad som i övrigt gäller enligt dessa bestämmelser, får vardera parten häva avtalet genom skriftligt meddelande till andra parten, om avtalets fullgörande hindras mer än sex månader av befrielsegrund.



ORGALIME S 2012

ORGALIME
GENERAL CONDITIONS
for the
SUPPLY OF MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS
Brussels, March 2012

PREAMBLE

1. These General Conditions shall apply when the parties agree In Writing or otherwise thereto. Any modifications or deviations from them must be agreed In Writing.

DEFINITIONS

2. In these General Conditions the following terms shall have the meanings hereunder assigned to them:
- "**Contract**": the agreement In Writing between the parties concerning supply of the Product and all appendices, including agreed amendments and additions In Writing to the said documents;
- "**Gross Negligence**": an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contracting party would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such an act or omission;
- "**In Writing**": communication by document signed by both parties or by letter, fax, electronic mail and by such other means as are agreed by the parties;
- "**the Product**": the object(s) to be supplied under the Contract, including software and documentation.

PRODUCT INFORMATION

3. All information and data contained in general product documentation and price lists shall be binding only to the extent that they are by reference In Writing expressly included in the Contract.

DRAWINGS AND TECHNICAL INFORMATION

4. All drawings and technical documents relating to the Product or its manufacture submitted by one party to the other, prior or subsequent to the formation of the Contract, shall remain the property of the submitting party.
Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

5. The Supplier shall, not later than at the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to install, commission, operate and maintain the Product. Such information and drawings shall be supplied in the number of copies agreed upon or at least one copy of each. The Supplier shall not be obliged to provide manufacturing drawings for the Product or for spare parts.

ACCEPTANCE TESTS

6. Acceptance tests provided for in the Contract shall, unless otherwise agreed, be carried out at the place of manufacture during normal working hours.
If the Contract does not specify the technical requirements, the tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the country of manufacture.

7. The Supplier shall notify the Purchaser In Writing of the acceptance tests in sufficient time to permit the Purchaser to be represented at the tests. If the Purchaser is not represented, the test report shall be sent to the Purchaser and shall be accepted as accurate.

8. If the acceptance tests show the Product not to be in accordance with the Contract, the Supplier shall without delay remedy any deficiencies in order to ensure that the Product complies with the Contract. New tests shall then be carried out at the Purchaser's request, unless the deficiency was insignificant.

9. The Supplier shall bear all costs for acceptance tests carried out at the place of manufacture. The Purchaser shall, however, bear all travelling and living expenses for his representatives in connection with such tests.

DELIVERY. PASSING OF RISK

10. Any agreed trade term shall be construed in accordance with the INCOTERMS® in force at the formation of the Contract.
If no trade term has been specifically agreed, the delivery shall be Free Carrier (FCA) at the place named by the Supplier.

Orgalime S 2012 General Conditions for the Supply of Mechanical, Electrical and Electronic Products

Force majeure

Regleringen närmast identisk med den i NL 17