



Force majeure in agreements during the war in Ukraine

11 APRIL 2022



1. Fulfilling agreements in war conditions in Ukraine
2. When it is impossible to fulfill an agreement
 - force majeure
 - NOT force majeure
3. Invoking the force majeure clause
4. Preparing for the implementation of the force majeure clause
5. Protection against unjustified non-performance of agreements
6. Formulating force majeure clauses



Force majeure in agreements during the war in Ukraine

Fulfilling agreements in war conditions in Ukraine

Peculiarities to consider:



Communication difficulties



Logistics difficulties



Sanctions



Trade restrictions



Fulfilling agreements in war conditions in Ukraine

Assessing the possibility of proper performance of agreements will allow to:

01

adjust the structure of the transaction

02

amend force majeure clause

03

identify contracts the fulfillment of which is already threatened or impossible





When it is impossible to fulfill an agreement

Force majeure:

- 🔖 combat operations
- 🔖 related security restrictions and limitations
- 🔖 consequences of the war:
 - trade restrictions imposed by the state
 - sanctions applied to parties to the agreement or transaction participants
 - obligations to the state under martial law

When it is impossible to fulfill an agreement

NOT force majeure:

- ◆ breach of obligations by the counterparties of the affected party
- ◆ lack of goods on the market that are necessary to fulfill the obligations
- ◆ the debtor's lack of necessary funds



Invoking the force majeure clause

3 necessary conditions:

01

existence of force majeure

02

compliance of force majeure with the legal criteria

03

causal link between force majeure and the non-performance of the contract

 **Note**

In Ukraine, the existence of force majeure is evidenced by the Chamber of Commerce and Industry of Ukraine



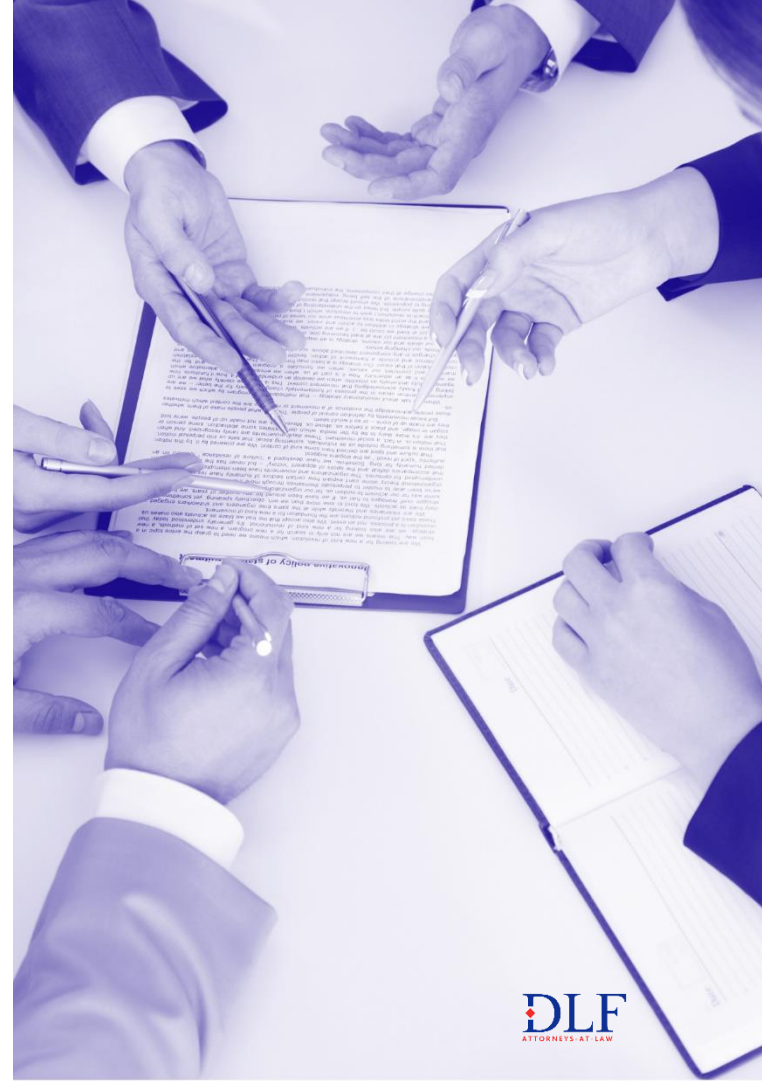
Preparing for the implementation of the force majeure clause

- ▷ review the force majeure clauses in your agreements
- ▷ assess the current means of communication
- ▷ evaluate the possibility of proving the occurrence of force majeure and the causal link

Protection against unjustified non-performance of agreements

What to pay attention to:

- ✓ relevant confirmation of the existence of force majeure
- ✓ the link between force majeure and the ability of the affected party to fulfill its obligations
- ✓ observance of procedures for the application of force majeure clauses



Formulating force majeure clauses

detail the definition of war and related restrictions

specify the material impact of hostilities

simplify the procedures of application of force majeure clauses



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