**EUROJURIS INTERNATIONAL**

**COLOGNE - 13 MAY 2022**

**International Contracts and War in Ukraine**

**Legal consequences**

**Meeting notes of the working group**

**International Litigation & Contracts Group**

**And International Trade & Transport**

**11** participants from **8** different countries: Alejandro Espada (E), Christian Schlemmer (G), Lotte Vanfraechem (B), Thierry Clerc (FR), Timo Maenpaa (FIN), Bram Marcus (NL), Christian Bock (G), Cristina Von Holzen (CH), Olivier Meyer (G), Olivier Vibert (FR), Joanna Affre (PL).

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**A topic on international transport was presented by Philippe Rabenschlag**, a German lawyer who spent 16 years in France and is now based in Cologne.

He explained various topics on the Mobility Package including rest periods, fair competition.

He gave us the list of European Directives.

He stressed the problems of posting drivers, particularly those from Eastern European countries who come to work in Western Europe.

He elaborated at length on the problems of cabotage and its exceptions (1 + 1; 0 + 2). Very complicated subjects.

**We then had the presentation of the legal consequences of the War in Ukraine on contracts - Thierry Clerc.**

Reminder of precedents in Iran and Russia during the invasion of Crimea.

Reminder of the European Regulations and sanctions concerning the trade of a number of products, in particular those considered to be dual-use, the list of the 900 Russian personalities whose assets have been frozen.

Among the measures taken is an exhaustive list of all the prohibited products that can be found on sites in each country that are appended to the European Regulation in Annex 1.

Example for France: <http://www.diplomatie.gouv.fr/fr/autorites-sanctions/>

Reminder of the Ukrainian martial law of 24/02/2022 concerning import-export, money transfers, control of energy, food, intellectual property, real estate matters, transport in particular.

Reminder of other countries that have published sanctions such as the United States, Switzerland, Japan, Australia, New Zealand, Taiwan, the United Kingdom.

Reminder of the aid provided by the European Union and the Member States.

Clarification concerning the fate of contracts with the enforcement in particular of force majeure, the hardship clause and the embargo clause, since the impossibility of performing the contract is related to the War in Ukraine.

Reminder of the relevant provisions of the Vienna Convention (articles 79 and 81).

Reminder of the standard force majeure clauses of the International Chamber of Commerce.

Attention is drawn to the possible returns to be made in case of force majeure, the mandatory notification to be made to the other party and the consequences on the contract chain with suppliers or subcontractors for example.

Also noted are the conditions of enforcement of the hardship clause that applies in the event that the performance of the contract becomes excessively onerous for one of the parties.

Two important elements are also reported regarding export insurance, which has sharply downgraded the ratings of Russia and Ukraine and cyberattacks that have developed and can be insured.

The case of a cyberattack with ransom demand is cited within a New Jersey court ruling.

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Proposal to distribute our report of 13/05/2022 to all other working groups and ask them to provide a summary of their work.

**Next meeting of the working group: Madrid.**

**Friday 14/10/2022.**

Topics considered:

"Interpellation in jure" in matters of inheritance by Alejandro Espada.

Limitation period in commercial law by Thierry Clerc.

Spanish law topic.

Current news topic.

Show your expertise: 10 minutes by two members of the group.

Tallinn topic by Veikko Tomere to compensate for the cancellation of the congress in Tallinn.

Sanctions, distribution agreements and broken supply chains and how to protect our customers from making mistakes, by Joanna Affre.

16/05/2022

**Thierry Clerc Christian Schlemmer**

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