SCWP SCHINDHELM

THE CURRENT TURNING POINT – FORCE MAJEURE AND LOSS OF THE BASIS FOR BUSINESS

The "current turning point" in connection with the Russian war of aggression on Ukraine has not only a political but also perhaps an even greater economic dimension. The sharp rise in the price of raw materials and energy has led to a dramatic increase in costs for companies. The interruption of supply chains often causes production downtimes in industry. Delays or failures of deliveries are the result in many industries. In addition, the effects of the coronavirus pandemic continue to play a major role.

In the practice of our legal advice, cases of this kind already take up a large space. For example, our clients submit form letters to us from their suppliers in which not only higher prices are announced, but also halts in delivery are threatened in the event that the buyer side does not accept these price increases. Conversely, clients with delivery obligations are faced with the problem that they are threatened with losses or even a threat to their existence if they do not adjust their prices to their clients.

Our consulting services are multi-faceted in the current situation. These begin with drafting future contracts, in which these new developments must be taken into account with appropriate contractual clauses in line with the interests of the parties. Another focus of our advice ranges from accompanying negotiation processes with the aim of finding an amicable solution to the question of whether price adjustments or contract terminations are enforceable or, conversely, have to be accepted. A core principle that was already valid in Roman law still applies: "Pacta sunt servanda" - contracts must be honoured.

What is decisive is whether and when exceptions to this principle are opened up in the current situation. So far, this has mainly applied to those cases in which the exchange of services between the parties was characterised by force majeure, galloping commodity prices and inflation rates, i.e. between, during or shortly after the world wars. Suddenly, however, the issue is highly topical and will probably keep us busy for a long time to come.

Despite all the harmonisation of laws that has taken place in the last 20 to 30 years, especially in the European legal sphere, this issue has remained untouched by efforts at legal standardisation. The reason for this was apparently a lack of topicality. Therefore, with this newsletter, we provide an overview of how this topic is handled legally with regard to three key questions in the respective countries of our partner law firms.

AUSTRIA

When does the obligation to perform the contract cease to apply?

In principle, the following also applies in Austria: pacta sunt servanda. However, the principle of contractual compliance can conflict with situations in which the unchanged adherence to the contract would become unreasonable due to changing circumstances.

While, in principle, each contracting party has to bear the risk of changes in circumstances that fall within its own sphere, cases of force majeure are characterised by the fact that they

do not fall within anyone's sphere. Classic cases of force majeure include wars, terrorist attacks or, as most recently, the Covid-19 outbreak.
In Austrian law, there is no legal definition of the term "force majeure" and no generally applicable principle according to which force majeure exempts from the obligation to perform the contract. If the contract itself does not provide for a rule in this respect, at best the legal instrument of the "removal of the basis of the contract" is to be resorted to as ultima ratio, which in exceptional cases allows for the avoidance of contracts.

When may a withdrawal or an adjustment of the contractual relationship be considered?

If, at the time of the conclusion of the contract, the parties assumed the (unchanged) continuation of typical business circumstances without specifically considering them in the contract due to the self-evident nature of the circumstances, the possibility of cancelling or adjusting the contract may exist if this presumed "basis of business" ceases to exist.

It must be an unforeseeable risk that is not attributable to the sphere of either party. Force majeure can constitute such a neutral risk, according to teaching and case law as "an elementary event acting from outside which could not have been prevented even by the utmost reasonable care, and is so exceptional that it cannot be regarded as a typical operational risk".

However, the tool of eliminating the business basis is controversial and is rarely and complementarily used. The legal consequence of a successful rescission depends on the individual case, whereby contract adjustment has priority over contract cancellation, as a rule.

How can future contractual relationships be optimally structured?

In order to avoid disputes over attribution and liability issues, it is advisable to agree on a "force majeure" provision (force majeure clause) in contracts so as to contractually allocate the unforeseen change of circumstances to one of the contracting parties by sharing the risk.

The contractual formulation of force majeure clauses is subject to private autonomy. Force majeure events can be described in a general clause or enumerated explicitly. The contract may also provide that not only unforeseen circumstances but all circumstances beyond the control of a party qualify as force majeure. The standard of care to be applied and the extent of any duties to avert (with a gradation of reasonableness) can also be determined.

As legal consequences, obligations to notify, suspension of the implementation of the contract, rights of rescission, waiver of performance obligations and exclusions of liability are usually agreed.

BULGARIA

When does the obligation to perform the contract cease to apply?

In Bulgarian contract law, the obligation to perform the contract lapses if the obligations of one of the parties lapse due to the impossibility of performance. In these cases, the contract shall be deemed terminated. According to applicable case law, monetary payments are always possible and in such cases one of the parties cannot plead impossibility of performance. For transactions under commercial law, an objective impossibility of performance is also established in the event of force majeure, and the respective course of action is regulated by law. In this case, the debtor is only liable if they were already in default before. Force majeure is understood to mean an unforeseeable or an unpreventable event of an extraordinary nature that has occurred after the conclusion of the contract. In civil law transactions, the parties may agree on a clause to this effect. Bulgarian case law sets out in detail which events may be considered force majeure.

When may a withdrawal or an adjustment of the contractual relationship be considered?

Adjustments to civil law contracts can usually be made after mutual agreement between the parties or if a unilateral option is provided for in the contract itself. In the case of contracts under commercial law, the contract may be partially

or wholly adjusted or even terminated by court order at the request of one of the parties on the grounds of commercial impracticability, if circumstances of this nature have arisen which the parties could not foresee or were not obliged to foresee, and if continued performance of the contract is contrary to justice and good faith. Unilateral withdrawal without liability from contractual relationships under civil law and from contractual relationships under commercial law is regulated by law in very few cases and mainly concerns specific types of contracts. Such withdrawal is also possible if the relevant passage is agreed in the contract, in some cases also against payment of a contractual penalty.

How can future contractual relationships be optimally structured?

A concrete legal alternative regulation in contract law cannot be used as a safe solution at the moment. With reference to the current war conditions and the emerging economic crisis, a clause covering, e.g. warlike circumstances as force majeure might not be helpful under Bulgarian law, since these circumstances did not exist at the time of the conclusion of the contract according to Bulgarian law, as already indicated above. Therefore, in the run-up to signing the contract, it is advisable to negotiate appropriate contractual (withdrawal and adjustment) provisions, formulate suitable clauses in the general terms and conditions, as well as accept appropriate warranties, such as performance insurance or securities and guarantees, as well as longer performance periods or at least deadline extension options.

CHINA

When does the obligation to perform the contract cease to apply?

The debtor may be released from the obligation to perform the contract in full (1) if a contract cannot be performed in full due to force majeure and if the purpose of the contract cannot be achieved by delayed performance or possible partial performance, or (2) if, after the conclusion of a contract, a material change in the conditions underlying the contract occurs which could not have been foreseen by the parties at the time of the conclusion of the contract and which does not constitute a typical business risk of the party concerned and if the continued performance of the contract is manifestly inequitable for one of the parties.

When may a withdrawal or an adjustment of the contractual relationship be considered?

Under Chinese law, the concept of withdrawal from the contract does not exist. Chinese law only knows the concepts of contract termination and contract avoidance. Termination of the contract by the debtor is possible under the points mentioned in Clause 1.

The parties may adapt the contract (1) if part of the contractual obligations cannot be fulfilled due to force majeure, (2) if the fulfilment of the contract is unreasonable due to changed circumstances, or (3) if the circumstances expressly agreed in the contract under which the contract may be adapted occur.

How can future contractual relationships be optimally structured?

In order to avoid legal uncertainties, it is recommended that appropriate clauses concerning the prerequisites and legal consequences of the occurrence of force majeure, as well as further special contract adjustment clauses (e.g. self-delivery clause, liability exclusions, price adjustment clause and contract termination clause) are included in the contracts.

CZECH REPUBLIC

When does the obligation to perform the contract cease to apply?

In extreme cases, the Czech Civil Code offers the institute of "subsequent impossibility of performance", which can be invoked in case of objectively impossible performance of the obligation. However, the BGB also stipulates that performance is not impossible if the claim can be fulfilled under more difficult conditions, at higher costs, with the help of another person or only after a certain period of time. The performance must become objectively absolutely impossible; therefore, the subjective impossibility of the performance alone is not sufficient. In case of a dispute, a court may be called in at any time to rule on the impossibility of performance.

When may a withdrawal or an adjustment of the contractual relationship be considered?

According to the rules of the Czech Civil Code, in the event of a material change of circumstances, each party has the right to demand that the other party resume negotiations on the contract already concluded. However, the prerequisite for such a step is that such a change represents a particularly gross disproportion in the rights and obligations of the parties by disadvantaging one of them either through a disproportionate increase in the cost of performance or through a disproportionate reduction in the value of performance. Such a change must also not be reasonably expected or influenced and only occur or become known after conclusion of the contract.

How can future contractual relationships be optimally structured?

As a rule, it is recommended that the circumstances of force majeure be expressly regulated in the contract. The best way to avoid a possible impossibility of performance is therefore to carefully negotiate the terms of the contract. The pandemic and the war have shown that in contractual negotiations, one must also reckon with perceived impossible situations. Carefully building the business relationship and communication between the parties is thus the key to success.

FRANCE

When does the obligation to perform the contract cease to apply?

First of all, it is important to emphasise that the French Civil Code contains a strict definition of force majeure. According to this definition, force majeure exists if an event independent of the will of the debtor, which could not reasonably have been foreseen at the time of the conclusion of the contract and the effects of which could not have been prevented by appropriate measures, prevents the debtor from fulfilling its contractual obligation. Only if such a situation of force majeure exists and the debtor is permanently prevented from performing due to such force majeure, the contract shall be rescinded by operation of law and the parties shall be released from their respective contractual obligations.

When may a withdrawal or an adjustment of the contractual relationship be considered?

The following applies to contracts that came into force after 01/10/2016: If a change in circumstances that could not have been foreseen when concluding the contract makes it excessively costly for one of the parties to fulfil its contractual obligations, the party that has not voluntarily assumed this economic risk may require its contractual partner to renegotiate the contract. For contracts concluded before 01/10/2016, the rule described above and introduced by the 2016 reform of French contract law does not apply. A claim for adjustment or renegotiation of the contractual provisions exists in these contracts only if the contract contains a provision that expressly provides for a contractual adjustment (so-called hardship clause).

How can future contractual relationships be optimally structured?

In any case, a clause providing for the waiver of the applicability of the provisions of the French Civil Code on the so-called imprévision (hardship) should not be accepted. Furthermore, the legal definition of force majeure is not mandatory. Therefore, in deviation from this, the contracting parties can contractually define cases of force majeure and specify what should then apply, i.e. whether the contract should be cancelled, end prematurely on a certain date, only temporarily suspended or, if necessary, continue to apply with modified conditions. The individual handling of cases of force majeure that is appropriate for the respective contractual relationship can and should be regulated by contract.

GERMANY

When does the obligation to perform the contract cease to apply?

According to the rules of the Civil Code, the obligation to fulfil the contract does not apply if the performance of the owed service becomes permanently impossible, i.e. if no person in the

world can perform the service. Then the consideration, i.e. the obligation to pay the purchase price, also ceases to apply. However, the seller may be liable to pay damages to the buyer if they are responsible for this impossibility, i.e. if they are at fault. If the reason for the destruction of an object of sale, for example, is force majeure, there is usually no fault and the seller is generally not liable for damages. According to German case law, force majeure exists if an event causing damage acts from outside, i.e. does not have its cause in the nature of the endangered object (objective requirement) and the event can neither be averted nor rendered harmless by the utmost reasonable care (subjective requirement).
When may a withdrawal or an adjustment of the contractual relationship be considered?

When may a withdrawal or an adjustment of the contractual relationship be considered?

Under German law, the right to adjust the contractual relationship up to and including withdrawal from the contract as a whole follows the principles developed for cessation of the basis of the contract. The basis of the transaction is, roughly speaking, the mutually recognisable ideas of motives, conditions and circumstances that existed at the time of conclusion of the contract. According to the principle that contracts must be fulfilled (pacta sunt servanda), such adjustments or terminations of contractual relationships can only be considered in absolutely exceptional cases. However, this may come into consideration, for example, in the case of sudden increases in raw material prices or production costs. There are no price increase rates expressed in percentages that generally lead to the assumption of an equivalence disruption in the sense of a lapse of the basis of the transaction. The equivalence disruption must be significant and each individual case is subject to a separate assessment.

How can future contractual relationships be optimally structured?

Under the given circumstances, in which the stability of the economic framework conditions is influenced namely by war and pandemic, the use of special contract clauses, so-called "force majeure clauses", is obvious. These clauses define certain cases, such as acts of war, to which certain legal consequences are connected, such as a right of withdrawal or a mode of adjustment for the contractual relationship. There is then also scope to provide for corresponding contractual adjustments, for example, in the event of defined price increases for certain raw materials. This can be in the interest of all parties to the contract, because in this way, clear rules are set for the occurrence of unfortunate developments of framework conditions that are of individual relevance in the contractual relationship in question. Force majeure clauses are recommended not only in contracts but also in GTCs. It is imperative that misuse limits are observed during their formulation.

HUNGARY

When does the obligation to perform the contract cease to apply?

According to the provisions of the Hungarian Civil Code, a contract is dissolved when the performance of the contract becomes impossible. If one party can be held responsible for the impossibility of performance of the contract, the other party shall be released from its obligation to perform arising from the contract and may claim reimbursement of its damages caused by the breach of contract. The injuring party shall be released from liability if the latter proves that the breach of contract was caused by a circumstance beyond its control and unforeseeable at the time of concluding the contract and that it could not have been expected to avoid the circumstance or avert the damage. The term force majeure is not defined in the Hungarian Civil Code, but according to Hungarian case law it is considered an unavoidable event that neither of the parties could avert and thus constitutes a justification for termination of the contract.

When may a withdrawal or an adjustment of the contractual relationship be considered?

In Hungary, either party may apply for a judicial modification of the contract if, in a durable legal relationship between the parties, as a result of a circumstance occurring after concluding the contract, performance of the contract under unchanged conditions would violate its substantial legal interest and the possibility of the change of circumstances was not foreseeable at the time

of concluding the contract, was not caused by it and does not fall within its ordinary business risk. The judicial amendment of a contract means the application of the "clausula rebus sic stantibus", i.e. as long as the circumstances remain unchanged, there is no basis for a unilateral amendment of the contract.

How can future contractual relationships be optimally structured?

As the Covid pandemic and the war in neighbouring Ukraine show, the use of force majeure contract clauses is becoming increasingly important and their use is becoming more common. The use of such clauses is also significant because they release from the obligation to perform the contract during the period of force majeure to the extent that the force majeure actually prevents performance (there are, for example, cases where the parties stipulate in the contract that the performance period is extended by the period of the force majeure). However, if the circumstance of force majeure permanently prevents the performance of the contract, it is considered in practice as a subsequent impossibility for which neither party can be held responsible.

ITALY

When does the obligation to perform the contract cease to apply?

Italian contract law is governed by the principle of contractual fidelity, according to which a contract has legal force between the parties. However, the debtor's liability for non-performance is excluded if the non-performance or delay is caused by impossibility of performance due to a cause beyond its control, i.e. force majeure. This must be understood as any unforeseeable and extraordinary event. In this case, the party's obligation to perform the contract shall lapse. Covid-19, the war in Ukraine or official orders, i.e. the order or prohibition of an authority, which constitute an insurmountable obstacle to performance. The European Union's currently imposed sanctions against Russia also constitute force majeure. The obligation to perform shall also lapse if one of the parties is unduly burdened by the occurrence of (subsequent) extraordinary and unforeseeable events.

When may a withdrawal or an adjustment of the contractual relationship be considered?

In the event of subsequent circumstances beyond the parties' control affecting the framework within which the contract was concluded, the contract may be terminated for unforeseen impossibility of performance under Art. 1463 of the Italian ZGB *(Zivilgesetzbuch* [Civil Code]) if one of the parties has become unable to perform due to external, extraordinary and unforeseeable circumstances. A right of termination also exists under Art. 1467 of the Italian ZGB for unforeseen excessive burden if one of the services owed under the contract has become excessively burdensome, i.e. disproportionate to the normal risk of the contract, due to the occurrence of extraordinary and unforeseeable events. In these cases, the beneficiary has the right to avert the termination by offering a reasonable adjustment of the contractual conditions (e.g. reduction of the rent, etc.).

How can future contractual relationships be optimally structured?

In future contracts, it is advisable to include clauses aimed at maintaining or restoring the original balance of performance and consideration, even in the event of unforeseen circumstances. Similarly, it is advisable to include explicit clauses on customary risk sharing between the parties in order to spread the risks arising from changes in the contractual environment. In view of the "black and white" rules resulting from the statutory regulations regarding impossibility (i.e. either continued validity or termination of the contract), it is advisable to include more detailed and graduated clauses to regulate situations that could make performance impossible, such as clauses suspending deadlines, stipulating penalties for delay (excluding further damages) and hardship clauses with the resulting obligation/entitlement to adjust the price.

POLAND

When does the obligation to perform the contract cease to apply?

There are no legal provisions that allow the automatic cancellation of the performance of the

contract (VE) in the event of circumstances that one party could not foresee. “Force majeure” is not precisely defined in Polish law; the case law only provides for conditions under which a best situation qualifies as force majeure. Contractual provisions are of central importance in difficulties with VE. Contracts often provide that a party's liability for non-performance or improper VE due to force majeure is waived or limited. In addition, these often also grant the right to withdraw from the contract if the VE is essential for one party within a certain period but proves impossible due to downtime caused by the existence of force majeure. Consequently, contractual provisions determine the consequences for the debtor and the possible "fate" of the contract in the event of force majeure. There are also provisions of the Polish ZGB according to which, under certain conditions, the contract can be dissolved by a court decision.

When may a withdrawal or an adjustment of the contractual relationship be considered?

It is possible to obtain in court not only the dissolution of the concluded contract, but also the modification of its terms, such as the manner of performance of obligations or the extent of the scope of performance. The following requirements must be met:

- an exceptional change in circumstances, understood as a rarely occurring, unusual, usually uncommon event, such as an epidemic or war;
- undue difficulty in performance or threat of gross loss to either party;
- a causal link between the change in circumstances and the difficulty in meeting the obligation or the impending loss;
- the inability to foresee, at the time of concluding the contract, the effects of the change in circumstances on performance of the obligation.

How can future contractual relationships be optimally structured?

In order to enable all parties to safeguard their interests in the event of extraordinary circumstances and to optimise their relations with their contractual partners, it is necessary to regulate risk sharing, liability and the effects of the above-mentioned special events as precisely as possible in the contract, both for the parties involved and for the contract itself. Under existing contracts, if both parties are surprised by special circumstances that they could not have foreseen, they should first enter into negotiations to amend the contract to take into account the interests of both parties in the situation that has arisen.

ROMANIA

When does the obligation to perform the contract cease to apply?

The obligation to perform the contract would lapse in the event of force majeure. For a contracting party to be able to invoke force majeure in order to be relieved of contractual liability, the external event due to which it could no longer perform its obligations must not have been foreseeable or avoidable by any other person in a similar situation.

It is therefore necessary, on the one hand, that the existing event is outside of the conduct of the parties, unforeseeable and unavoidable and, on the other hand, that the person relying on it takes all measures to avoid or limit its effects. The aggravation of contractual conditions or fulfilment of the contract, for example due to long waiting times or disproportionate increases in price, do not, according to general opinion, constitute a case of force majeure and do not release from the obligation to fulfil the contract.

When may a withdrawal or an adjustment of the contractual relationship be considered?

In principle, there is no legal right of withdrawal in this context under Romanian law. However, there is the so-called legal aspect that something is unforeseeable (rebus sic stantibus). In Romania, this means that if performance of the contract is delayed due to an extraordinary change in circumstances which occurred after the conclusion of the contract and which could not have been foreseen and which would make it manifestly inequitable to oblige the debtor to perform, the court may, on the basis of a request to that effect by the party concerned, either order adjustment of the contract in order to fairly distribute the losses and benefits resulting from the

change in circumstances between the parties or decide to terminate or cancel the contract. If the parties cannot reach an out-of-court agreement, appropriate court proceedings must therefore be conducted.

How can future contractual relationships be optimally structured?

It is advisable to include clauses in future contracts which, taking into account the contractually owed services, provide for the possibility of withdrawal in the event of the occurrence of certain circumstances, which must precisely defined in the individual case (contractual right of withdrawal). Corresponding rights of withdrawal can be agreed between the parties on the basis of private autonomy and thereby the obligation to provide contractually owed services under more difficult conditions that did not exist at the time the contract was concluded could be dropped.

SPAIN

When does the obligation to perform the contract cease to apply?

The concept of force majeure is not defined in the Spanish Civil Code (código civil). However, Art. 1105 of the código civil states that a contracting party is not liable for those events which were not foreseeable or which, if foreseeable, could not have been avoided. According to established case law, the concept of force majeure is therefore characterised by two criteria, namely unforeseeable and unavoidability. However, it is generally agreed that the obligation to fulfil the contract only ceases to apply if the unforeseeable and unavoidable event also comes from outside, i.e. was not caused by the party invoking force majeure. Furthermore, a causal connection between the event of force majeure and the non-fulfilment of the obligation is required. The event must therefore cause and result in the non-performance.

When may a withdrawal or an adjustment of the contractual relationship be considered?

Withdrawal or adjustment of the contractual relationship is conceivable on the basis of the principle of "rebus sic stantibus". The application of this principle requires that the circumstances under which the contract was concluded have changed significantly and that the parties would not have concluded the contract had they known of these new, unforeseeable circumstances. The decisive factor is that these circumstances occur after the conclusion of the contract. Furthermore, there must be a gross disproportion between the benefits that leads to an imbalance between the parties which cannot be remedied by other means. Performance of the contract remains possible, but is no longer reasonable for one party. If such a case exists, an adjustment of the terms of the contract can be considered first in order to restore the contractual balance between the parties. If this is not possible, the contract can be terminated.

How can future contractual relationships be optimally structured?

The coronavirus crisis has exposed the difficulties both in the practical application of the above legal principles and their uncertainty regarding their legal consequences. The contracting parties should take care to ensure that the principles are included in the contracts in the future, clearly specifying which circumstances are considered by the parties to be force majeure in any case. The parties should also clearly agree on the legal consequences that will occur in case of unforeseeable circumstances in order to avoid disputes later on.

TURKEY

When does the obligation to perform the contract cease to apply?

According to the provisions of the Turkish Code of Obligations, the claim to performance of a service expires if this has become impossible due to circumstances which the debtor is not responsible for. The entitlement to service in return shall also lapse in this case. Force majeure shall be deemed to exist if the event causing the damage is external, unavoidable and could not have been foreseen at the time of the occurrence of the contractual relationship and the debtor is prevented from providing the service as a result of this event. If a case of force majeure exists, it

must first be determined whether the performance to be rendered becomes only temporarily or permanently impossible due to this condition. In case of permanent impossibility, the obligation to perform expires; in case of temporary impossibility, only the timely performance of the service is impossible, so that the debtor is obliged to perform as soon as the force majeure event has ended.

When may a withdrawal or an adjustment of the contractual relationship be considered?

A rescission of the contract or an adjustment of the contractual relationship can be considered under Turkish law in the case of cessation of the basis of the contract. The basis of the contract ceases to exist if the conditions and circumstances that existed at the time of concluding the contract have changed at a later point in time in an unforeseeable and extraordinary manner, without this change being the fault of the debtor, and the performance of the service becomes unreasonable for the debtor as a result.

The Turkish Code of Obligations provides, for example, in the case of production of work for a lump sum, that the adjustment of the contract can be demanded or withdrawal from the contract is possible if the production of the work for the lump sum becomes unreasonable due to circumstances which were not foreseeable at the time of conclusion of the contract or which were foreseeable but were not taken into account by the contracting parties.

How can future contractual relationships be optimally structured?

It is advisable to include special force majeure clauses in the contract. Thus, it should be defined both which events are considered force majeure and what the legal consequences of the occurrence of a force majeure event are. Furthermore, adjustment clauses should be included in the event that raw material prices become disproportionately more expensive or deliveries are cancelled and for this reason either deliveries cannot be made on time or orders have to be placed with other suppliers at higher prices.

CONCLUSION

In conclusion, we would like to make the following recommendations to help you cope with the current situation, irrespective of the preceding country-specific legal situations:

In relation to future framework agreements and legal relationships that are intended to last for a certain period of time, as well as general terms and conditions, you should consider the implementation of force majeure clauses in more detail. We will be happy to provide you with advice and support on this topic. For example, it becomes clear for all contracting parties under what circumstances and to what extent contract adjustments are considered if the framework conditions for the legal relationship change significantly.

In addition, the following checklist provides you a sample overview of those questions for which legal advice is usually recommended:

- Can a contractual obligation no longer be fulfilled?
- Does the contract regulate cases of force majeure?
- Does the respective contract contain specific provisions for default and impossibility?
- What room for manoeuvring is there to reach an amicable settlement?

Ultima Ratio: Adjustment, termination or cancellation of the contractual relationship.

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