

Contractual Risk Management Workshop I

MARCH 15–16, 2006
IF P&C INSURANCE COMPANY LTD.
VATTUNIEHENKUJA 8 A, HELSINKI, FINLAND



Workshop I

END OF WARRANTY PERIOD -
END OF SUPPLIER'S LIABILITY? •
DELIVERY OF EQUIPMENT •
CONFIRMATION OF ORDER •
ORDER •
QUOTATION •
ENQUIRY •

TRUE OR FALSE?

- "If the contract is silent, the supplier is not liable for delays in delivery."
- "The liability of the supplier ends at the end of the warranty period."
- "In international sales, the law of the buyer's country applies."
- "There is no international sales law."
- "Product liability cannot be limited by contract."

Do you want answers to these and many other questions? Attend the Contractual Risk Management workshop – it will provide you with the answers and much more!

Instead of lectures and legalese the event is arranged in an informal workshop style. The participants work interactively in groups and real life experiences are used as examples and basis for hands-on exercises.

The workshop focus is on contractual risks related to the crossborder sales of equipment. In the case studies, the impact of gapfilling laws and contractual practices as well as the effects of standard terms and conditions are demonstrated in a practical manner. Consequences of delays in delivery and defects or lack of conformity will be discussed, as well as risk management tactics concerning them.

WHO SHOULD ATTEND?

The Contractual Risk Management workshop is specifically designed for business people who make offers, orders and commitments and negotiate contracts, but do not have formal training in this area: project managers; account and contract managers; sales and purchasing professionals; export engineers; persons working with quality management, risk management or financial matters. While no legal training is required, lawyers as well can update their knowledge about contracting practices by participating this workshop. In order to benefit most from the workshop, several people from different functions of the same company should attend the workshop.

INSTRUCTORS

Helena Haapio, Master of Laws, MQ, Lexpert Ltd
Mervi Pyökäri, Master of Laws, If P&C Insurance Company Ltd.

REGISTRATION

By February 17, 2006 to
Markkinointiviestintä Dialogi Oy
Sari Pelkonen, fax +358 (9) 4242 7333
E-mail: sari.pelkonen@dialogi.fi

ADDITIONAL INFORMATION

Mervi Pyökäri, tel. +358 (0) 10 514 5446
E-mail: mervi.pyokari@if.fi

WORKSHOP FEE

The workshop fee is 890 EUR + VAT, where applicable.
The fee includes all sessions, lunches and refreshments mentioned in the schedule below and extensive workshop materials.

CANCELLATIONS

Cancellations received after February 17, 2006 will be subject to a charge of 50% of the workshop fee. No refunds will be given for cancellations after March 10, 2006. Substitutions are welcome at any time, however, please inform us about the substitution in beforehand.

ACCOMMODATION

Accommodation is not included in the workshop fee.

Our Contractual Risk Management Workshops have been arranged since 1993, mainly in Finnish. In order to satisfy the needs of non-Finnish speaking audience the workshop will this time be arranged in English.

We also provide similar workshops tailored to your company's special needs. For more information contact

Mervi Pyökäri tel. +358 (0) 10 514 5446,
e-mail mervi.pyokari@if.fi

WORKSHOP I SCHEDULE

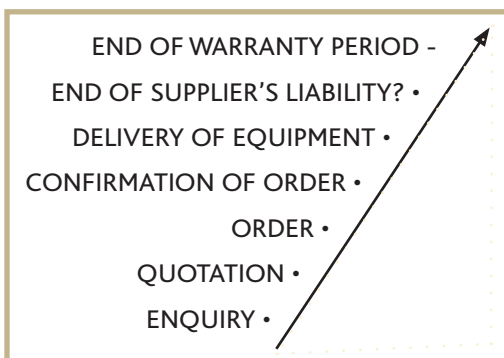
Day 1

- 8.30 a.m. Registration
- 9.00 a.m. Workshop begins
- 12.00–12.45 Lunch
- 2.30 p.m. Coffee
- 5.00 p.m. Day One ends

Day 2

- 9.00 a.m. Day Two begins
- 12.00–12.45 Lunch
- 2.30 p.m. Coffee
- 4.30 p.m. Workshop ends

WORKSHOP I SCOPE



CONTRACTUAL RISKS

- What are contractual risks?
- How can they be managed?
- How do contracts and laws impact your risk exposure?
- What are the risky areas in contracts and why?

FORMATION OF CONTRACT

- What exactly do we mean by "contract"?
- Request, quotation, order, confirmation of order: Where is the contract and what are its terms?
- Who wins in the battle of forms?

GAP-FILLING LAWS AND INVISIBLE TERMS IN CROSS-BORDER CONTRACTS

- What is the CISG and why does it matter?
- Do you know and manage the impact of the gap-filling laws?
- Why choose the governing law – and how to do it?

TIME AND TERMS OF DELIVERY

- When have you fulfilled your obligation to deliver?
- What are the consequences of a delay? Maximum liability?
- Liquidated damages: advantage or drawback?
- Risks related to transportation of goods

LIABILITIES AND LIMITATIONS

- Types and grounds for liability; statutory or contractual rules – or both?
- Liability for defects/non-conformity and product liability
- Warranty: what is it, what does it cover and when does the liability end?
- Damage, damages, liquidated damages, remedies; managing language risks
- What if you are unable to remedy the defect?
- To indemnify and hold harmless: what does it mean?
- To agree or not to agree? What if you don't?

STANDARD TERMS AND CONDITIONS

- What are they and are they worth using?
- Typical differences between the terms of the buyer and those of the supplier
- How to use NL, ORGALIME and other standard conditions

DISPUTE PREVENTION AND RESOLUTION

- How can disputes be prevented and solved?
- Court or Arbitration?

CONTRACTS AS RISK MANAGEMENT TOOLS

- Tools for contractual risk management
- Checklist for evaluating quotations and contracts in your company
- Proactive Preventive Law supporting risk management
- The role of insurance in risk management

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REGISTRATION BY FEBRUARY 17, 2006

PARTICIPANT (PLEASE, USE CAPITAL LETTERS)

Mr/Mrs/Ms/Miss

Name _____

Job title _____

E-mail _____

Company _____

Department _____

Company address _____

Invoicing address _____

(if different than above)

Other information _____

(special diet etc.)

PLEASE SEND THIS REGISTRATION FORM

By fax to: +358 (9) 4242 7333
or by post: Markkinointiviestintä Dialogi Oy
Sari Pelkonen
PL 410
00811 HELSINKI, Finland
or by e-mail: sari.pelkonen@dialogi.fi

