

Contractual Risk Management Workshop



FEBRUARY 26 – 27, 2008



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.
- Anne Negård, If
- Trine Lise Thorsen, CMA Contiki.

REGISTRATION

By January 31, 2008 to per-age.beck@if.no or fill in the form on page 4.

ADDITIONAL INFORMATION

Per Åge Beck, If

Telephone: +47 67 84 00 36/ +47 93 40 39 28

E-mail: per-age.beck@if.no

WORKSHOP FEE

The workshop fee is 7 500 NOK excl. VAT, where applicable.

The fee includes all sessions, lunch and refreshments mentioned in the schedule and extensive workshop materials.

CANCELLATIONS

Cancellations received after January 31, 2008 will be subject to a charge of 50% workshop fee. No refunds will be given for cancellations after February 23., 2008. Substitutions are welcome at any time, however, inform us about the substitution.

ACCOMMODATION

Accommodation is not included in the workshop fee.

LANGUAGE

The workshop will be arranged in English.

WORKSHOP SCHEDULE

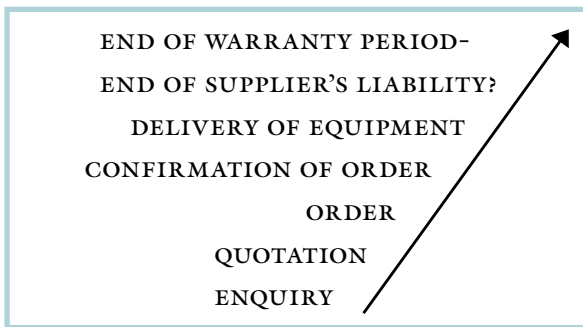
Day 1

- 8.30 a.m. Registration
- 9.00 a.m. Workshop begins
- 12.00-13.00 Lunch
- 2.30 p.m. Coffee
- 5.00 p.m. Day One ends

Day 2

- 9.00 a.m. Day Two begins
- 12.00-13.00 Lunch
- 2.30 p.m. Coffee
- 4.30 p.m. Workshop ends

WORKSHOP 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 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?

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 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.

MANAGING CONTRACTS

- Tools and solutions.
- Company benefits.

CONSTRUCTUAL RISK MANAGEMENT WORKSHOP

DATE:

February 26 – 27, 2008

PLACE:

Radisson SAS Park Hotel,
Forneparken, Postbox 185
1325 Lysaker

Telephone: +47 67 82 30 00

Telefax: +47 67 82 30 01

REGISTRATION BY:

January 31, 2008

REGISTRATION FORM:

(PLEASE USE CAPITAL LETTERS)

Name:

Job title:

E-mail address:

Company

Department

Company address

Invoice address (if different than above):

Other information:

SEND REGISTRATION FORM TO:

Per Åge Beck

If

Postbox 240

N-1326 Lysaker

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