



**UIA** Union Internationale des Avocats  
International Association of Lawyers  
Unión Internacional de Abogados

HANSEATISCHE  
RECHTSANWALTSKAMMER  
HAMBURG

Seminar presented by the UIA International Sale of Goods Commission and the UIA Contract Law Commission with the support of the Hamburg Bar (Hanseatische Rechtsanwaltskammer)

# Drafting International Contracts

Trumps and Traps in International Sales, Agency and Distributorship

# HAMBURG

 GERMANY

Friday, May 24 & Saturday, May 25, 2019



#UIAInternationalContracts

[www.uianet.org](http://www.uianet.org)

## ORGANISING COMMITTEE

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## Introduction

Selling its products and services is of key importance for almost every business. These sales and promotion activities often require the deployment of agents, distributors or other distribution intermediaries. This does not only apply to sales and promotion on a national level, but even more on an international level, as a growing number of companies is expanding internationally.

In doing so, they face new issues regarding the negotiation and drafting of international contracts. Even within a common market, such as the European Union, laws differ from country to country. Businesses selling in other countries are forced to deal with complex issues which arise in international contracts. Choosing one's own national law does often not avoid these complex issues.

This seminar organised by the UIA in Hamburg will analyze the basic issues of cross-border contracts with reference to three types of contracts more commonly used by those who approach a foreign market (sales, commercial agency, distributorship), and at the same time focus on the drafting of the clauses more commonly used. The seminar intends to give the participants a clear overview of the basic principles governing international contracts, through clear and effective contractual clauses. In respect to international sales contracts it is important to know the Vienna Convention on International Sales of Goods and Incoterms of the International Chamber of Commerce.

In order to attain this goal, a group of highly qualified speakers having at the same time a high-level profile and a practical experience in drafting and negotiating International contracts has been selected.

The main arguments discussed during the seminar will be:

#### • **International sales contracts:**

- General conditions of sale and negotiation of the respective clauses
- Clauses regarding delivery; Incoterms
- Non conformity
- Limitation of liability
- Arbitration
- Choice of court agreement under EU Regulation 1215/2012

#### • **Agency and distribution contracts:**

- Protection of agents in the EU
- Exclusivity and non-competition clauses
- Recent trends in goodwill indemnity
- EU antitrust rules
- Internet sales

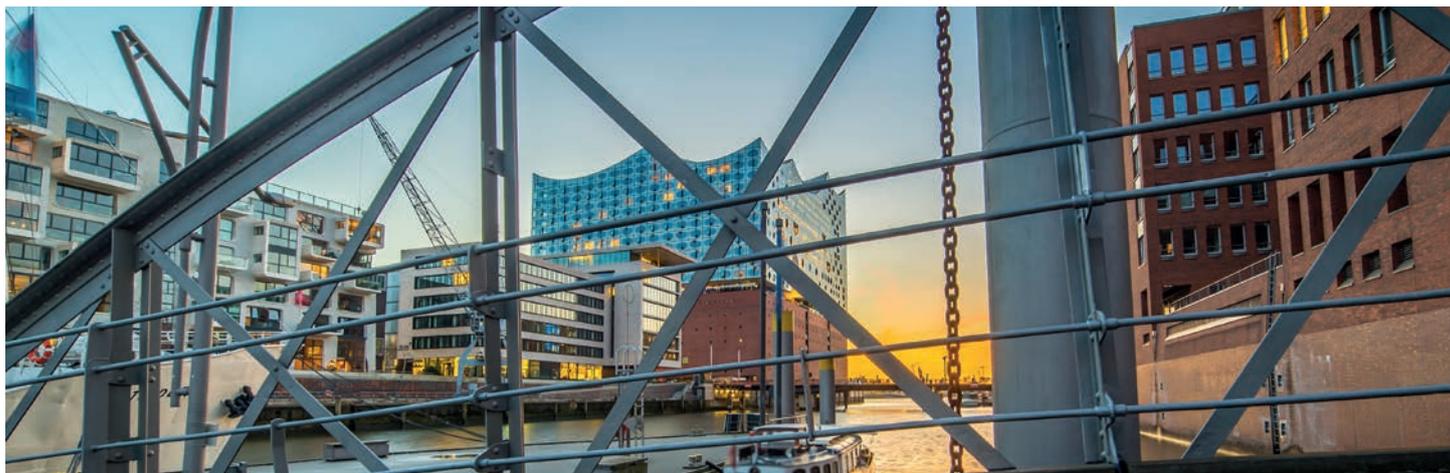
Mark your diaries now, save the dates and make sure to register!

**We are looking forward to welcoming you to Hamburg!**

*The UIA would like to thank the following partner:*



**Ahlers & Vogel**



## Thursday, May 23

**19:00** INFORMAL GET-TOGETHER

Venue to be confirmed

## Friday, May 24

### **08:45 – 09:15** Registration of Participants

Fairmont Hotel Vier Jahreszeiten

Neuer Jungfernstieg 9-14, 20354 Hamburg

### **09:15 – 09:30** Welcome and Opening of the Seminar

- **Issouf BAADHIO**, *UIA President, Past President of the Burkina Faso Bar, Ouagadougou, Burkina Faso – or his Representative*
- **Prof. Dr. Eckart BRÖDERMANN**, *Representative of the Board of the Hamburg Bar, Hamburg, Germany*
- **Mario KROGMANN**, *President of the UIA German National Committee, Blaum Dettmers Rabstein, Hamburg, Germany*

#### GENERAL MODERATOR for SALES CONTRACTS:

- **Jean-Paul VULLIETY**, *President of the UIA International Sale of Goods Commission, Lalive, Geneva, Switzerland*

### **09:30 – 10:05** The CISG - a Major Trump in the Field of International Sales Contracts

- Certain traps when choosing the law applicable to an international sale
- The CISG
  - Versus Private International Law mechanisms
  - Other frequently chosen domestic laws (Swiss law)
- When does the CISG apply?

#### Speaker:

- **Florian MOHS**, *Pestalozzi, Zurich, Switzerland*

### **10:05 – 10:40** Claims for Non-Conformity of the Goods? How to Address them in the Contract? How to Deal with them once a Non-Conformity is Discovered? What about Liability Limitation?

- The notion of non-conformity in article 35 CISG
- Some traps to be aware of:
  - Notification of non-conformity
  - Determining the “reasonable time” after which claims are forfeited
- Limiting contractually the seller’s liability for damages

#### Speaker:

- **Philipp LANDERS**, *Ahlers & Vogel, Hamburg, Germany*

### **10:40 – 11:00** Coffee Break

### **11:00 – 11:35** The Use of General Conditions of Sale (or Purchase). When are they Effective?

- The rules on formation of contracts of sale
- Battle of the forms: “last shot” rule against “knock-out” doctrine
- Problems of validity of general conditions under certain national laws

#### Drafting General Conditions of Sale: the Essential Clauses

- Clauses specifying characteristics of goods and excluding fitness for a particular purpose
- Procedures to be followed in case of claim

- Clauses limiting liability for delay and for damages arising out of non-conformity

#### Speaker:

- **Maria-Elena GIORCELLI**, *Buffa Bortolotti & Mathis, Turin, Italy*

### **11:35 – 12:10** CISG and Arbitration: the Winning Pair

- Arbitration or court jurisdiction?
- Effectiveness of arbitration clauses – avoid the traps...
- Interim measures of protection, simplified or expedited proceedings
- The trumps and the traps of some places of arbitration
- The relevance of the place(s) of enforcement of the award

#### Speaker:

- **Martin WIEBECKE**, *Vice President of the UIA International Sale of Goods Commission, Anwaltsbüro Wiebecke, Küsnacht, Switzerland*

### **12:10 – 13:45** Lunch

### **13:45 – 14:20** Methods of Payment – How to Best Secure your Payment

- Default rules on payment according to CISG and UNIDROIT principles
- From bank transfer to Letter of Credit and Irrevocable Bank Transfer obligation
- Retention of Title – an efficient option in an international context?

#### Speaker:

- **Christoph OERTEL**, *Brödermann Jahn Rechtsanwalts-gesellschaft mbH, Hamburg, Germany*

### **14:20 – 14:55** Why to Avoid an (even Valid) Exclusion of the CISG

- Advantages of the CISG in comparison to some national sales laws
- Contract negotiations
- Contract Drafting Techniques – The traps of certain “boiler plate clauses” in CISG contracts
- Language issues

#### Speaker:

- **Burghard PILTZ**, *Ahlers & Vogel, Hamburg, Germany*

### **14:55 – 15:15** Coffee Break

#### GENERAL MODERATOR for DISTRIBUTION AGREEMENTS:

- **Milagros POAL-MANRESA CANTARELL**, *President of the UIA Contract Law Commission, SinergiaDR, Barcelona, Spain*

### **15:15 – 15:45** General Introduction to the Session on Distribution: Organising an International Distribution Network

- Intermediaries v. resellers: the main option between agents and distributors
- Subsidiary/joint venture
- Controlling retail distribution (franchising, selective distribution)
- The need for flexibility

#### Speaker:

- **Fabio BORTOLOTTI**, *Buffa Bortolotti & Mathis, Turin, Italy*

### **15:45 – 16:20** Post-Termination Provisions (and Problems) in Agency and Distributorship Agreements

#### Speaker:

- **Stephen SIDKIN**, *UIA Co-Director of Communication, Fox Williams LLP, London, UK*

### **16:20 – 16:40** Coffee Break

## 16:40 – 17:15 Exclusivity and Non-Competition Clauses in Commercial Agency and Distributorship Contracts

- Granting exclusive rights and possible exceptions: excluded customers; right of the principal/supplier to make direct sales, etc.
- Analyzing examples of non-competition clauses

### Speaker:

- **Aimery DE SCHOUTHEETE**, *Liedekerke Wolters Waelbroeck Kirkpatrick, Brussels, Belgium*

## 17:15 – 17:50 Goodwill Indemnity and Similar Rights of Agents in Agency and Distributorship Contracts – A Summary Overview of the European Directive and Selected Laws of the Member States

### Speaker:

- **Aimery DE SCHOUTHEETE**, *Liedekerke Wolters Waelbroeck Kirkpatrick, Brussels, Belgium*

## 19:30 Optional Dinner

### VLET an der Alster Restaurant

Jungfernstieg 7, 20354 Hamburg

# Saturday, May 25

## 09:00 – 09:15 Registration of Participants

### Fairmont Hotel Vier Jahreszeiten

Neuer Jungfernstieg 9-14, 20354 Hamburg

## 09:15 – 10:30 Complying with EU Antitrust Rules

- No vertical price fixing/recommended prices/maximum prices
- Export prohibitions: active/passive sales
- Non-compete clauses: 5 years' limitation and prohibition of post-contractual obligations

### Speakers:

- **Pedro CALLOL**, *Callol, Coca & Asociados, Madrid, Spain*
- **Susanne MARGOSSIAN**, *UP International SA, Geneva, Switzerland*

## 10:30 – 10:50 Coffee Break

## 10:50 – 11:30 ROUNDTABLE WITH ALL PARTICIPANTS – Questions from the Audience

- Sales/CISG related issues
- General Contract drafting issues
- General Distributorship – Agency – Franchising issues
- Next seminars

### Moderators:

- **Milagros POAL-MANRESA CANTARELL**, *President of the UIA Contract Law Commission, SinergiaDR, Barcelona, Spain*
- **Jean-Paul VULLIETY**, *President of the UIA International Sale of Goods Commission, Lalive, Geneva, Switzerland*

## 11:30 – 11:45 Closing Remarks

## Bringing Together the World's Lawyers

UIA is the global and multi-cultural organisation for the legal profession, established in 1927 and now with members in 110 countries.

UIA facilitates professional development and international exchange of information and ideas, promotes the rule of law, defends the independence and freedom of lawyers worldwide, and emphasizes friendship, collegiality and networking among members.

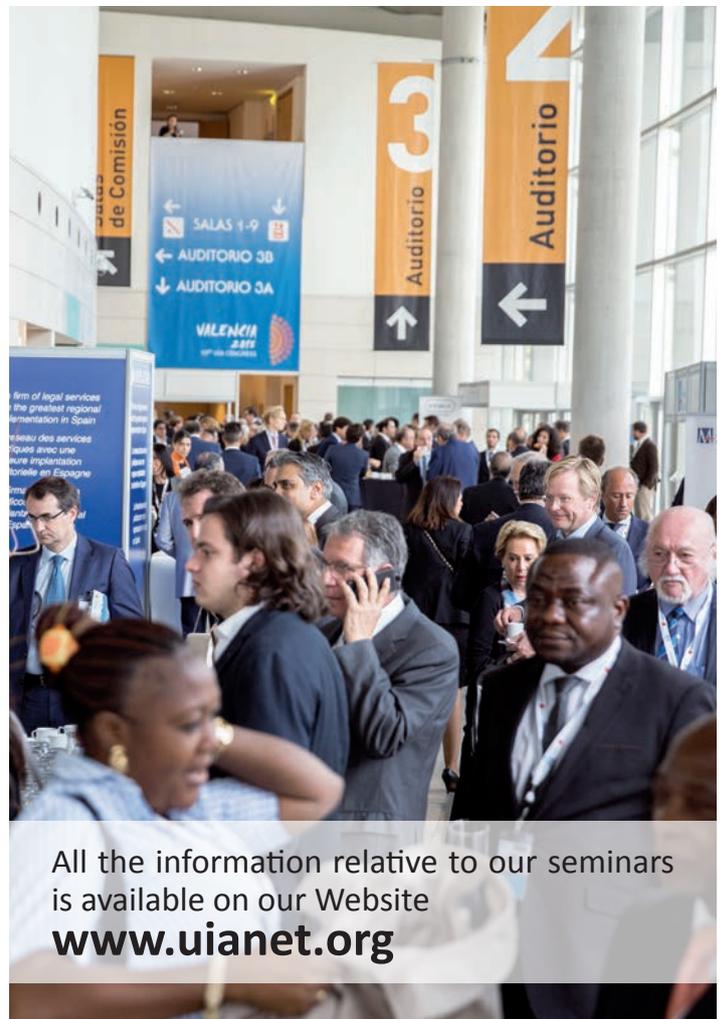
Promote  
THE RULE  
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Deepen  
YOUR  
KNOWLEDGE

## Join the world's largest international network of lawyers

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All the information relative to our seminars is available on our Website  
**[www.uianet.org](http://www.uianet.org)**

# GENERAL INFORMATION

## SEMINAR VENUE

**FAIRMONT HOTEL VIER JAHRESZEITEN**  
Neuer Jungfernstieg 9-14  
20354 Hamburg  
T + 49 (0) 40 3494 3188

## CONTINUING LEGAL EDUCATION

Every participant attending the seminar will receive a "Certificate of Participation" at the end of the event that may be used to obtain "Credits" for "Continuing Legal Education" – "Continuing Professional Development" purposes, depending on national rules.  
For more information, please contact the UIA.

## LANGUAGE

The working language will be **English**.

## HOTEL RESERVATION

A limited number of rooms has been pre-booked at a preferential rate at the Fairmont Hotel Vier Jahreszeiten. Reservations should be made directly through the hotel. Credit card details must be given in order to secure your reservation. Please note that the number of rooms is limited. We recommend that you proceed with your reservations as soon as possible.

### HOTEL

**FAIRMONT HOTEL VIER JAHRESZEITEN (5\*) Seminar Venue**  
Neuer Jungfernstieg 9-14  
20354 Hamburg, Germany  
T +49 (0) 40 34 94 3151/3125 F +49 (0) 40 34 94 26 06  
E reservations.hvj@fairmont.com  
<https://hvj.de/en/>

### RATES

Run of House rooms  
Single occupancy **EUR 295**  
Double occupancy **EUR 320**

#### Breakfast and VAT included

Reservations should be made by phone or by email. To benefit from the preferential rate, indicate the **booking code: UIA SEMINAR**  
**Please make your reservation by May 3<sup>rd</sup> to ensure availability.**

We recommend the following nearby hotels from lower categories (rates indicated on an indicative basis from the Website [www.booking.com](http://www.booking.com) – please contact directly the hotels to check the rates according to the availability):

- **Alsterhof 3\*** – at 400 meters from the venue (from € 95)
- **Hotel Lindner am Michel 4\*** – at 1.3 km meters from the venue (from € 101)
- **Tortue Hamburg 4\*** – at 700 meters from the venue (from € 145)
- **Hotel NH Collection Hamburg City 4\*** – at 1.3 km meters from the venue (from € 150)
- **Renaissance Hamburg Hotel 5\*** – at 600 meters from the venue (from € 178)
- **Park Hyatt Hamburg 5\*** – at 1.2 km from the venue (from € 179)
- **Scandic Hamburg Emporio 4\*** – at 800 meters from the venue (from € 182)

## REGISTRATION FEES

\*Amounts exclusive of VAT

	On or before April 24	From April 25
UIA MEMBER	<input type="checkbox"/> € 395*	<input type="checkbox"/> € 445*
UIA MEMBER - YOUNG LAWYER (<35) **	<input type="checkbox"/> € 345*	<input type="checkbox"/> € 395*
NON-MEMBER	<input type="checkbox"/> € 445*	<input type="checkbox"/> € 495*
NON-MEMBER - YOUNG LAWYER (<35) **	<input type="checkbox"/> € 395*	<input type="checkbox"/> € 445*

#### Fees include:

- Attendance at all working sessions
- Seminar documentation
- Coffee breaks on May 24 & 25
- Lunch on May 24

**The dinner on Friday, May 24 is optional and at additional charge.**

\* **The VAT (19%) can be applied to the amount** stated above according to the European Directive 2006/112/CE of November 28, 2006. **If you provide an EU VAT ID number, the VAT will not be charged.** For more information, please contact the UIA.

\*\* *Please attach proof of age to the registration form to benefit from young lawyers fee.*

Please note that the number of places at the seminar is limited. The organisers reserve the right to refuse registrations in the event of excess applications.

In order for your name to appear in the **list of participants**, which will be distributed during the seminar, your registration form must be received by **May 9** at the latest. An updated electronic list will be sent by email to all the participants after the seminar.

# CANCELLATION AND GENERAL CONDITIONS

## CANCELLATION CONDITIONS

All cancellations will be subject to a 50% deduction and will have to be sent in writing, to be received by the Union Internationale des Avocats **no later than April 24, 2019**. No refund will be made for cancellations received after this date.

## VISAS

Anyone who requires a visa invitation letter in order to attend the seminar should register and pay their registration fees **no later than April 24, 2019** to ensure there is enough time to obtain a visa.

All cancellations will be refunded in full, minus €50 + VAT to cover administrative costs, provided that the UIA has received the registration documents and **total registration fees no later than April 24, 2019**.

If you register after this date, only 50% of the amount paid minus €50 + VAT to cover administrative costs will be refunded for cancellations due to visa refusals.

All cancellations due to a visa refusal must be sent in writing and reach the UIA **before the seminar**. Cancellations must be accompanied by a **proof of visa refusal**.

If your visa is issued after the seminar date or if you do not have proof of visa refusal, you will not be entitled to a refund.

## GENERAL CONDITIONS

All registrations received by the Union Internationale des Avocats (UIA) along with the full payment of fees corresponding to the events selected will be confirmed in writing.

The UIA reserves the right to cancel or postpone the seminar to a later date, change the seminar venue and/or programme, make any corrections or modifications in the information published in the seminar programme and cancel any invitation to participate in the seminar, at any time and at their entire discretion, without having to provide any reasons for the same.

Neither the UIA, nor any of its managers, employees, agents, members or representatives shall be held responsible for any loss or damage, of any nature, suffered (directly or indirectly) by a delegate, accompanying person or a third party following any cancellations, changes, postponements or modifications.

**The UIA strongly advises participants to subscribe to modifiable and/or refundable services, as well as to take out a cancellation insurance.**

Neither the UIA, nor any of its managers, employees, agents, members or representatives shall be held responsible for any loss or damage, of any nature whatever, suffered (directly or indirectly) by a delegate or accompanying person, except in case of death or personal injury due to gross negligence by the UIA.

The contractual relations between the UIA and each participant (delegate or accompanying person) in relation to the seminar are subject to French law and jurisdiction, to the exclusion of any other law. Paris is the city of jurisdiction.

## FORMALITIES

It is the responsibility of participants to ensure compliance with police, customs and health formalities for their journey. Participants unable to take part in the seminar because of their inability to take a flight or any other means of transportation due to being unable to provide the documents required (passport, visa, vaccination certificate, etc.) cannot claim any reimbursement.

## FORCE MAJEURE

“Force majeure” means any events external to the parties, of both an unforeseeable and insurmountable nature that prevents either the client or the participants, or the agency or service providers involved in organising the seminar, from executing all or part of the obligations provided for in the present agreement. By express agreement, such will be the case in the event of a strike affecting the means of transport, hotel staff, air traffic controllers, an

insurrection, a riot or any prohibition whatsoever decreed by governmental or public authorities.

It is expressly agreed that for the parties, a case of force majeure would suspend the execution of their reciprocal obligations. At the same time, each of the parties shall bear the burden of all the expenses incumbent upon them, resulting from the case of force majeure.

## HEALTH

The organisers decline any responsibility in case of any health problems existing prior to the seminar that may lead to complications or be aggravated during the entire period of the stay: pregnancy, cardio-vascular problems, any allergies, special diets, any disorders under treatment and not yet consolidated on the day the seminar starts, psychic or mental or depressive illness, etc. (Non exhaustive list).

## PERSONAL DATA PROTECTION

The personal data that you communicate to us shall be processed by the International Association of Lawyers (UIA – Union Internationale des Avocats), with its registered office at 20 rue Drouot, 75009 Paris (Tel: +33 1 44 88 55 66 - Fax: +33 1 44 88 55 77 - [privacy@uianet.org](mailto:privacy@uianet.org)), in accordance with Act No. 78-17 of January 6, 1978 relating to data, files and freedoms and Regulation No. 2016/679 on data protection, as of its entry into force on May 25, 2018. Your data will be managed by UIA's General Services, Events and Accounts Section:

- For the purpose of administering your registration for the event and your on-site access to the event;
- In order to pay for the selected services - your bank details will be deleted after receipt of your payment;
- In order to communicate information messages from UIA.

To the extent necessary for the execution of their respective tasks, our subcontractors in charge of our seminar organisation, our IT infrastructure, our management, the production and maintenance of our website and extranet, are likely to gain access to your data from time to time. Their servers are located in the European Union.

Data relating to your participation in the event shall be stored for a period of 10 years. We are obliged to archive billing data until the end of the period required for our tax and accounting obligations, i.e. for 7 full tax years. We shall store your contact information to keep you informed until you ask us to stop. You have the right to access your data and have it corrected if necessary. You may object to any processing of your data undertaken by us for the purposes of our legitimate interests. If you wish for more information, or to lodge a complaint, please contact CNIL (French Data Protection Authority).



Union Internationale des Avocats  
International Association of Lawyers  
Unión Internacional de Abogados

# Drafting International Contracts

## Trumps and Traps in International Sales, Agency and Distributorship

HAMBURG, GERMANY

FRIDAY, MAY 24 & SATURDAY, MAY 25, 2019

Register online at: [www.uianet.org](http://www.uianet.org)

or please complete and return this form, by email, fax or post, to:

**UIA (International Association of Lawyers)**

**20 rue Drouot, 75009 Paris, FRANCE**

**Tel: +33 1 44 88 55 66 ■ Fax: +33 1 44 88 55 77 ■ Email: [uiacentre@uianet.org](mailto:uiacentre@uianet.org)**

Family Name: .....

First Name: .....

UIA Identification number (if you already have one): M I \_ \_ \_ \_ \_

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Date of Birth: .....

EU VAT ID-Number: .....

Special requests (special diet, allergies, handicap...): .....

Arrival/departure times & flight numbers: .....

Hotel: .....

### SEMINAR REGISTRATION FEES

*Amounts exclusive of VAT	On or before April 24	From April 25
UIA MEMBER	<input type="checkbox"/> € 395*	<input type="checkbox"/> € 445*
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*\* The VAT (19%) can be applied to the amount stated above according to the European Directive 2006/112/CE of November 28, 2006.*

***If you provide an EU VAT ID number, the VAT will not be charged.** For more information, please contact the UIA.*

\*\* Please attach proof of age to the registration form to benefit from young lawyers fee.

## SEMINAR SOCIAL ACTIVITY

Please indicate below whether you plan to attend the following event **included** in the cost of your registration.

Lunch – Friday, May 24

## OPTIONAL DINNER

(not included in the registration fees)

Optional Dinner – Friday, May 24

• Please book ..... person(s) for the dinner

€ 70 (Excl. VAT) x \_\_\_ / pers .....

Total (C) (Excl. VAT) € .....

## TOTAL

TOTAL (A) Excl. VAT – Registration Fees € .....

TOTAL (C) Excl. VAT – Optional Dinner € .....

TOTAL (A + C) Excl. VAT € .....

VAT if applicable (19%)\* € .....

*If you provide an EU VAT ID number, the VAT will not be charged.*

TOTAL (A + C + VAT) € .....

\* **The VAT (19%) can be applied to the amount stated above according to the European Directive 2006/112/CE of November 28, 2006. If you provide an EU VAT ID number, the VAT will not be charged. For more information, please contact the UIA.**

## CANCELLATION CONDITIONS AND GENERAL CONDITIONS

I, the undersigned, confirm having read and accepted the cancellation policy and the general terms and conditions given on page 6 of the registration programme. My registration will only be taken into account after receipt of my payment.

The participant is aware that his/her image and/or voice may be recorded or filmed during the entire duration of the seminar and, by signing this registration form, grants UIA the right to use, reproduce and distribute the concerned images and recordings by any known or unknown means and on all types of media, for an unlimited duration, completely free of charge.

The undersigned acknowledges having been informed of the processing of the personal data contained in this form by UIA, as detailed on page 6 of the registration programme.

## METHOD OF PAYMENT

By bank transfer in €, without charges to the payee, in favour of the Union Internationale des Avocats, quoting “2019 Hamburg Seminar”, to the following bank and account:

**Société Générale – Paris Elysées Entreprise – 91 avenue des Champs Elysées – 75008 Paris – France**

**BIC / SWIFT N°: SOGEFRPP**

**IBAN: FR76 3000 3033 9200 0503 4165 164**

**Kindly attach a copy of your bank transfer order to your registration form**

By credit card:  Visa  Mastercard

Card N°: \_\_\_\_\_ Expiry date: \_\_ / \_\_ 3 digits: \_\_\_

Name of card holder: .....

I authorise the Union Internationale des Avocats to debit the above mentioned credit card in the amount of € (EUR) .....

Date: ..... / ..... / .....

Signature: .....