





Seminar presented by the UIA with the support of the Vienna Bar Council (Rechtsanwaltskammer Wien) and the Austrian Bar Association (Österreichischer Rechtsanwaltskammertag - ÖRAK)

Making the Supply Chain Work - Drafting Effective International Contracts

VIENNA AUSTRIA

Thursday, June 23 & Friday, June 24, 2022



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.



Join the world's largest international network of lawyers and benefit from a 50% discount on your membership fee during the seminar!

ORGANISING COMMITTEE

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Introduction

A lawyer for my sourcing contracts? Absolutely! In particular if such contracts involve the global supply chain. Why?

Global interdependence of suppliers, scarcity of resources and COVID 19 have created new challenges for international trade.

Recent new regulations on supply chain compliance as well as increased awareness by consumers and the general public carry substantial risks for businesses. How do I ensure compliance with these new regulations regarding unfair commercial practices, protection of the environment and human rights – not only in my own company, but also in upstream members of my supply chain?

How do I make that supply chain work? Companies will be required to avoid, mitigate or eliminate violations and to clearly define obligations and liabilities of all actors in their supply and procurement contracts.

The purpose of this seminar-workshop is to analyse the basic issues of cross-border contracts with reference to international supply contracts and to discuss and show solutions for the new issues. Special focus will be on challenges in the food and pharma industry.

Legal experts, academics and practitioners will share their experiences and in practical workshops, we will implement such principles through clear and effective contractual clauses.

Mark your diaries now, save the date and make sure to register! We are looking forward to welcoming you to Vienna!



The UIA would like to thank the following partners:





Thursday, June 23

13:15 – 13:45 Registration of Participants

Vienna Bar Association Ertlgasse 2, Vienna, Austria

13:45 – 14:00 Welcome and Opening of the Seminar

 Claudio ARTURO, UIA National Representative in Austria, Petsch Frosch Klein Arturo Rechtsanwälte, Vienna, Austria
 Anna JOUBIN-BRET, Secretary, UNCITRAL - United Nations Commission on International Trade Law, Director, International Trade Law Division, Office of Legal Affairs, United Nations Vienna, Austria

Chair of the session:

• Susanne MARGOSSIAN, Former President of the UIA International Sale of Goods Commission, UP International SA, Geneva, Switzerland

14:00 – 14:15 The Role of CISG in the International Supply Chain: a Practical Introduction

- The 1980 Vienna Convention on the international sale of goods (CISG): uniform rules for international sales.
- When does the CISG apply? Supply contracts and manufacturing contracts; application in a chain of contracts.
- Current practice in contracts and courts.

Speaker:

• Michal ROSZAK, Kolegial Kancelaria Prawna, Warsaw, Poland

14:15 – 14:45 Does it Make Sense to Exclude the CISG and Apply Domestic Rules on Purchase Contracts?

- Why is the CISG excluded from so many contracts on international sale of goods?
- Which are the advantages of applying CISG in cross border sales contracts, in particular in the supply chain?
- Is CISG always Seller friendly or does it advantage Buyers?
- Some advantages of applying CISG when comparing its rules to nonunified German and Austrian sales law.

Speakers:

- Veit ÖHLBERGER, Dorda Rechtsanwälte GmbH, Vienna, Austria
- Burghard PILTZ, Piltz Rechtsanwälte, Berlin, Germany

14:45 – 15:05 The Use of General Conditions of Purchase. When are they Effective?

- The rules on formation of contracts of sale.
- Battle of the forms: «last shot» rule against "knock-out" doctrine.
- How to make sure that my general conditions apply?
- How to avoid domestic laws on abusive clauses?
- Digitalisation of the supply chains; purchase orders passed via electronic interfaces.

Speakers:

• **Piotr WAWRZYNIAK,** Schelstraete Equine Lawyers, 's Hertogenbosch, Netherlands

• Irene GRASSI, Cocuzza & Associati Studio Legale, Bologna, Italy

15:05 – 15:20 Current Issues in Delivery and Transport of Fresh Food Products

Speaker:

• Alberto PASINO, Studio Legale Zunarelli e Associati, Trieste, Italy

15:20 – 15:35 Coffee Break

15:35 – 17:00 Drafting and Discussing with Participants a Purchase Contract Using CISG (Workshop)

- Presentation of a model purchase contract (made available by courtesy of C.H.Beck) (Burghard PILTZ).
- Discussion of selected clauses with the participants.

Participants will be divided in four groups.

Moderators:

- Michal ROSZAK, Kolegial Kancelaria Prawna, Warsaw, Poland
- Nathalie CAZEAU, Cazeau & Associés, Paris, France
- Mariaelena GIORCELLI, Buffa Bortolotti & Mathis, Turin, Italy

• Christoph OERTEL, President of the UIA Contract Law Commission, Brödermann Jahn Rechtsanwaltsgesellschaft MBH, Hamburg, Germany

17:00 – 17:30 Dispute Resolution in International Contracts

The recourse to international arbitration.

- Arbitration or court jurisdiction?
- Effectiveness of arbitration clauses.
- Provisional measures, simplified proceedings.
- The recourse to national courts.
- Choice of forum clauses: conditions for effectiveness.
- How does EU Regulation 1215/2012 affect decisions on validity of choice of forum clauses?
- Clauses which determine the place of delivery (art. 7(1)(b) Regulation 1215/2012).

Speakers:

- Martin WIEBECKE, Anwaltsbüro Wiebecke, Zurich, Switzerland
- Giuseppe SCOTTI, Macchi di Cellere Gangemi, Milan, Italy
- Alina QUACH, Asiallians, Beijing, China



19:00 – 21:00 Cocktail

Kindly offered by PFKA PFKA Rechtsanwälte Schubertring 14 Vienna



Friday, June 24

08:30 – 09:00 Registration of Participants

Vienna Bar Association Ertlgasse 2, Vienna, Austria

Chair of the session:

• Christoph OERTEL, President of the UIA Contract Law Commission, Brödermann Jahn Rechtsanwaltsgesellschaft MBH, Hamburg, Germany

09:00 – 09:30 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 ?

- The notion of non-conformity in Article 35 CISG.

 Notification of non-conformity. Determining the "reasonable time" after which claims are forfeited. Case law on non-conformity and time limits for notice.

- Limiting contractually the seller's liability for damages.

making back-to-back chains of contract (liabilities; notice periods; etc.).

Speaker:

• Marie-Christine CIMADEVILLA, UIA Co-Director of Communication, Cimadevilla Avocats, Paris, France

09:30 – 09:50 Strategic and Legal Issues Related to Global Supply Chains in the Context of Covid: the Michelin Case

- Michelin's supply chain strategy

- Impact of the covid crisis on Michelin's supply chain and its responses thereto
- Legal issues raised by the covid-related disruption of Michelin's supply chain

Speaker:

• Philippe LEGREZ, Director Fondation d'Entreprise Michelin, Former General Counsel Michelin, Boulogne-Billancourt, France

09:50 – 10:10 Supply Chain Contracts: the Critical Issues

- Compliance standards for companies operating in global supply chains.
 Regulations of unfair commercial practices in the agricultural and food
- supply chain for the implementation of Directive (EU) 2019/633.
- Ex. Lieferkettengesetz Germany.
- Ex. France : lois EGALIM etc.
- Impact on contracts subject to CISG.

Speakers:

• **Diego SALUZZO,** President of the UIA Food Law commission, Grande Stevens Studio Legale

• Nathalie CAZEAU, Cazeau & Associés, Paris, France

• Florian MOHS, Pestalozzi Attorneys at Law LTD, Zurich, Switzerland

10:10 – 10:40 The Disruption of Supply Chains: Practical Insights and Legal Issues

Speakers:

• **Stephen SIDKIN,** *Counsellor to the UIA President, Fox Williams LLP, London, United Kingdom*

• Dominik SUONIEMI, GEODIS, Frankfurt, Germany



11:00 – 11:15 Choice of Law Clauses, with a Special Focus on the UNIDROIT Principles of International Commercial Contracts

- The importance of choice of law clauses and their limits.
- $-\operatorname{Presentation}$ of a practice proven choice of the UNIDROIT Principles Clause.

Speaker:

• Eckart BRÖDERMANN, Brödermann Jahn, Hamburg, Germany

11:15 – 12:15 Drafting and Discussing "ESG Compliance Clauses" in a Supply Contract

- Participants will receive a number of examples of supply agreements.
- The clauses will be discussed by the speakers with the participants.
- Responsible sourcing and related clauses in supply contract.
- What are the consequences of inserting ethical clauses?

Speakers:

- Sylvain SAVOLAINEN, Savolainen Avocats, Geneva, Switzerland
- Arianna RIGHI, ADM International SARL, Rolle, Switzerland

12:15 – 12:30 Politics and Public Health Issues vs Contract Law: the Astra Zeneca Case

Speaker:

• Burghard PILTZ, Piltz Rechtsanwälte, Berlin, Germany

12:30 – 13:30 Lunch Break

Chair of the session:

• Christoph OERTEL, President of the UIA Contract Law Commission, Brödermann Jahn Rechtsanwaltsgesellschaft MBH, Hamburg, Germany

13:30 – 13:50 UNIDROIT's Contribution to Responsible Agri-Food Supply Chains: The UNIDRIOIT/ FAO/IFAD Legal Guide on Contract Farming and the New Project on Agricultural Enterprises

Speaker:

• Priscila PEREIRA DE ANDRADE, Unidroit, Rome, Italy

13:50 – 14:10 EU-Framework on Corporate due Diligence – a Critical Analysis of the EU-Legislator's Proposal from the Perspective of European Industry

Speaker:

• Maria Theresa LEIN, Managing Director of the European Association Direct Selling Europe AS, Brussels, Belgium (Industriellenvereinigung -IV)

14:10 – 14:30 "We are out of Stock!" – What if the Best Contract does not Help?

- Practical insight in critical supply situations for a global pharma company.

- How to solve unsolvable situations?
- A tightrope walk in a supplier driven market.

Speakers:

- Juliane BARTH, Boehringer Ingelheim, Vienna, Austria
- Sebastian DERKITS, Boehringer Ingelheim, Vienna, Austria

Friday, June 24 (following)

14:30 – 15:00 Pharmaceutical, Medical Device and Health Care – Compliance with International Regulatory Affairs

Speakers:

• Eliana SILVA DE MORAES, Silva de Moraes Associes, Sao Paulo, Brazil

- Alina QUACH, Asiallians, Beijing, China
- Wim VANDENBERGHE, Reed Smith LLP, Brussels, Belgium

15:00 – 15:30 Coffee Break

15:30 – 16:00 Round Table : New Challenges in the Agri-Food Sector

- Increased safety and security measures, transparency along the food supply chain
- Regulations protecting producers against almighty supermarket chains: impact on cross-border contracts.

Moderator: • Lynne R. OSTFELD, Lynne R Ostfeld PC, Chicago, United States

Speakers:

• Michael MEYENBURG, Dr. Michael Meyenburg Rechtsanwalt, Vienna, Austria

• Arianna RIGHI, ADM International SARL, Rolle, Switzerland

- Simona MUSSO, Lavazza Group, Turin, Italy
- Alberto PASINO, Studio Legale Zunarelli e Associati, Trieste, Italy

16:00 – 16:20 Complying with EU Antitrust Rules

- The new block exemption on vertical agreements.
- No vertical price fixing/recommended prices/maximum prices.
- Export prohibitions: territorial restrictions; active/passive sales; use of market places.
- Non-compete clauses: 5 years' limitation and prohibition of post-contractual obligations.

Speaker:

• **Stephen SIDKIN,** *Counsellor to the UIA President, Fox Williams LLP, London, United Kingdom*

16:20 – 17:00 General Discussion

Closing Remarks

18:00 Cocktail/Aperitivo

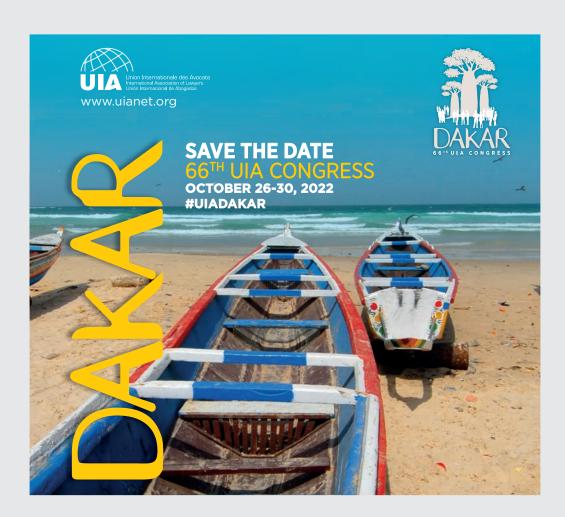
Kindly offered by PHH Rechtsanwälte PHH Rechtsanwälte GmbH

Franz-Josefs-Kai 1 – 6th floor, Vienna



20:00 Optional Dinner

Gigerl – Der Stadtheurige Entrance : Blumenstockgasse 2, Vienna



GENERAL INFORMATION

SEMINAR VENUE

Vienna Bar Association Ertlgasse 2 Vienna, Austria

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.

REGISTRATION FEES

*Amounts exclusive of VAT	On or before May 29	From May 30
UIA MEMBER	〔 € 395*	
UIA MEMBER - YOUNG LAWYER (<35)**		
NON-MEMBER		
NON-MEMBER - YOUNG LAWYER (<35)**	€ 395*	

*The VAT (20%) 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.

Fees include:

- Attendance at all working sessions
- Coffee breaks on June 23 & 24
- Seminar documentation • Lunch on June 24
- Cocktails on June 23 & 24

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

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 before the seminar, your registration form must be received by June 13 at the latest. An updated electronic list will be sent by email to all the participants after the seminar.

HOTEL RESERVATION

A limited number of rooms have been pre-booked at a preferential rate. 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.

HOTELS

HOTEL WANDL (4*)	Economy room for single use	€ 165
At 350 meters from the Seminar Venue	Economy room for double use	€ 228
Petersplatz 9, Vienna, Austria	Standard double room for single use	€ 191
T +43 1 534 550	Standard double room for double use	€ 254
Email: email reservation@hotel-wandl.com	Breakfast and taxes included	
K + K PALAIS HOTEL (4*)	Cosy Urban room for single use	€ 172
At 550 meters from the Seminar Venue	Cosy Urban room for double use	€ 192
Rudolphsplatz 11, 1010 Vienna, Austria	Breakfast included, taxes excluded	
T +43 1 52123		
Email: patricia.biedermann@kkhotels.com	Please mention "UIA seminar" when booking the room.	

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 May 29, 2022.**

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 May 29, 2022** 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 May 29, 2022**.

If you register after this date, only 50% of the amount paid minus \leq 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.

COVID-19

For any cancellation of onsite participation after May 29, 2022, a credit voucher or a full refund of the registration fees* will be offered in the following cases:

- if you test positive for Covid-19 less than 14 days before the Seminar
- (a medical certificate or a proof of positive test result will be required);
 border shutdown by French government or by your country's government:
- if country where you live is under lockdown.

For any other reason, the standard cancellation policy will apply.

(*) If you wish, part of the amount paid for the seminar can be carried forward to another UIA event or refunded.

Should the onsite seminar be cancelled due to Covid-19 concerns, participants will be able to request a credit voucher or a full refund of their registration fees.

If a virtual alternative is offered, part of the amount paid for the onsite seminar can be used for the virtual seminar. The remaining amount can be carried forward to another UIA event or refunded.

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 9 rue du Quatre-Septembre, 75002 Paris (Tel: +33 1 44 88 55 66 - Fax: +33 1 44 88 55 77 - 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).



Making the Supply Chain Work Drafting Effective International Contracts

VIENNA, AUSTRIA

THURSDAY, JUNE 23 & FRIDAY, JUNE 24, 2022

Register online at: **www.uianet.org**

or please complete and return this form by email to: uiacentre@uianet.org

UIA (International Association of Lawyers)

Tel: +33 1 44 88 55 66 Fax: +33 1 44 88 55 77 Email: uiacentre@uianet.org

Family Name:	
Flist Name.	
UIA Identification number (if you already have one):	M I
Firm:	
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Country:	
Tel:	
Email:	
Date of Birth:	
EU VAT ID–Number:	
Special requests (special diet, allergies, handicap):	
Arvival/departure times & flight numbers	
Arrival/departure times & flight humbers:	
Hotel:	

A. SEMINAR REGISTRATION FEES

On or before May 29	From May 30
€ 395*	
	€ 495*
€ 395*	€ 445*
	<pre> € 395* € 345* € 445* </pre>

* The VAT (20%) can be applied to these amounts 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.

B. FORUM SOCIAL ACTIVITIES

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

Cocktail – Thursday, June 23
Lunch – Friday, June 24

Cocktail – Friday, June 24

C. OPTIONAL DINNER

(not included in the registration fees)

- Optional Dinner Thursday, June 24
 - Please book person(s) for the dinner

x / pe	rs
	x / pe

TOTAL (C) (Exclu. VAT) €

D. TOTAL

TOTAL (A) Excl. VAT – Registration Fees		€
TOTAL (C) Excl. VAT – Optional Dinner		€
	Total (A + C) Exclu. VAT	€
	VAT if applicable (20%)*	€
If you provide an EU VAT ID number, the VAT will not be charged.		
	TOTAL (A + C + VAT)*	€

* The VAT (20%) 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.

E. 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.

F. METHOD OF PAYMENT

By bank transfer in €, without charges to the payee, in favour of the Union Internationale des Avocats, quoting "2022 Vienna 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:	O Visa	O Mastercard	
Card N°:		Expiry date:/	3 digits:
Name of card ho	older:		

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

Signature: