

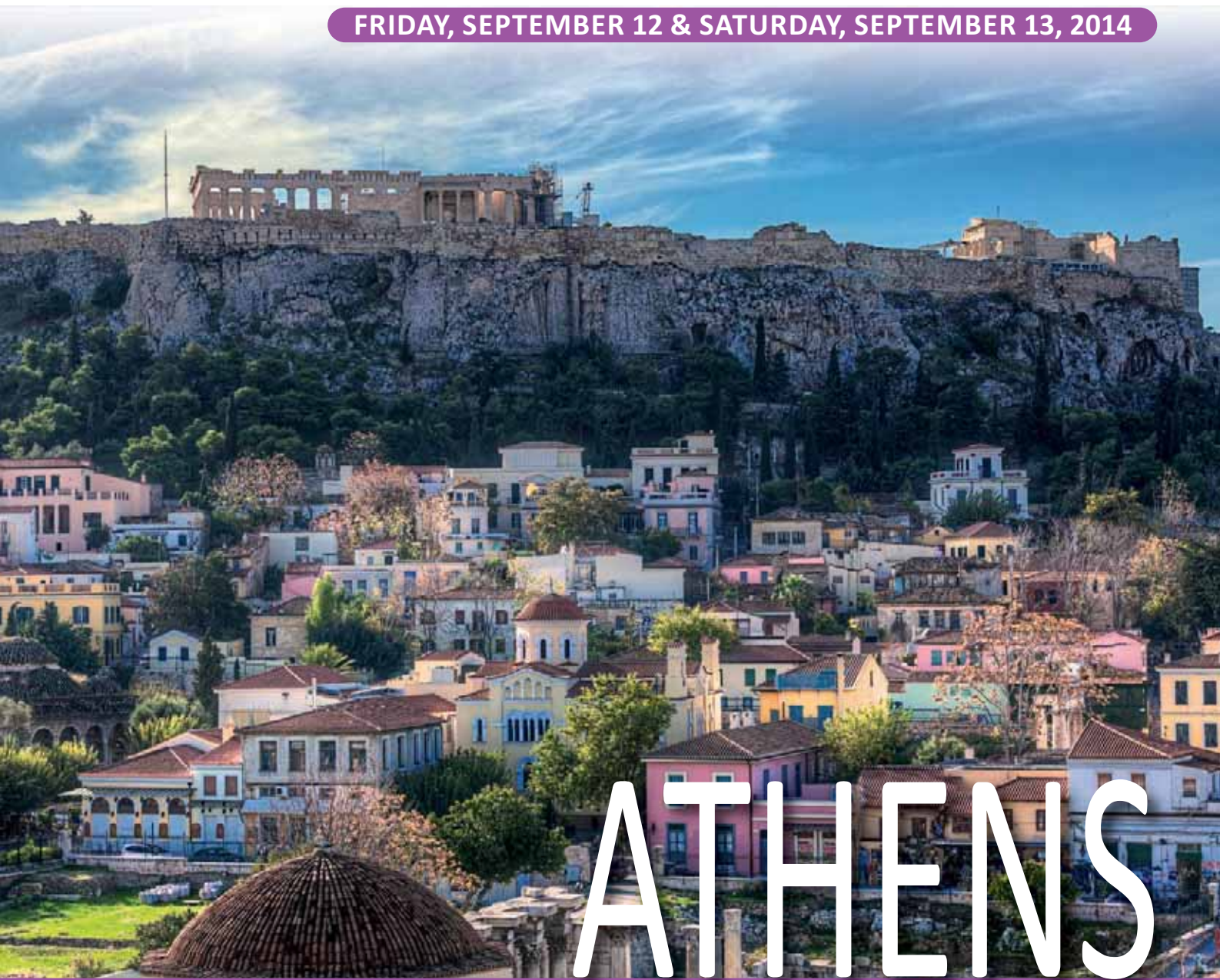


UIA Union Internationale des Avocats
International Association of Lawyers
Unión Internacional de Abogados

Drafting Effective International Contracts

Workshop-seminar on International Sales, Agency and Distributorship Contracts

FRIDAY, SEPTEMBER 12 & SATURDAY, SEPTEMBER 13, 2014

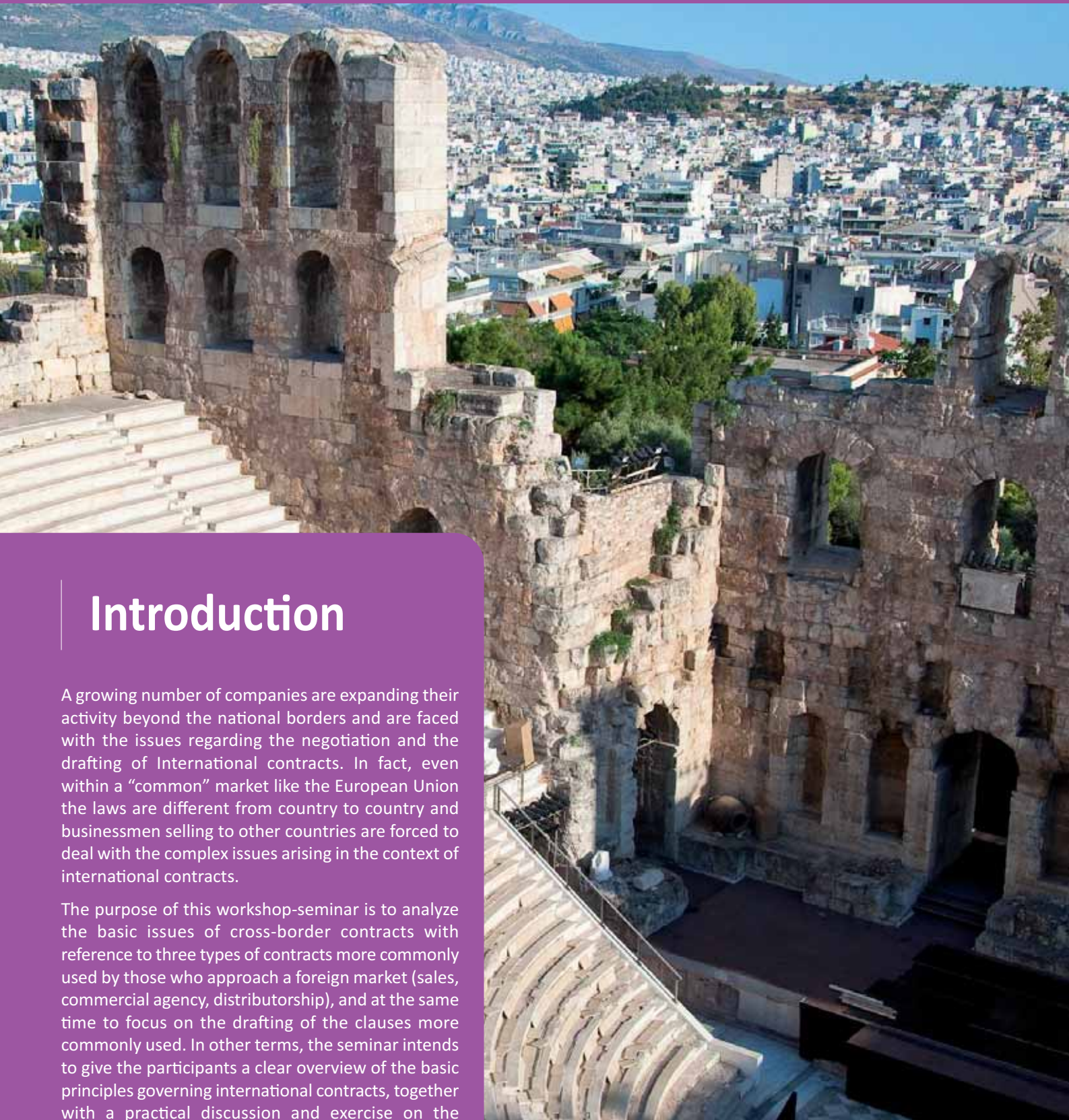


ATHENS

GREECE



Seminar organised by the UIA with the support of the Athens Bar Association



Introduction

A growing number of companies are expanding their activity beyond the national borders and are faced with the issues regarding the negotiation and the drafting of International contracts. In fact, even within a “common” market like the European Union the laws are different from country to country and businessmen selling to other countries are forced to deal with the complex issues arising in the context of international contracts.

The purpose of this workshop-seminar is to 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 to focus on the drafting of the clauses more commonly used. In other terms, the seminar intends to give the participants a clear overview of the basic principles governing international contracts, together with a practical discussion and exercise on the implementation of such principles through clear and effective contractual clauses.

In order to attain this goal, we have selected 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.

The presentations will last 20 minutes + 10 minutes for discussion with the participants. The participants will receive in advance the materials and the examples of clauses to be discussed during the seminar.

Thursday | September 11 | 2014

19:30 WELCOME COCKTAIL

Hosted by FELIOS & ASSOCIATES Law Firm

10, Neofytou Vamva Street

10674 Athens, Greece

www.felioslawfirm.gr

08:30 – 09:00 REGISTRATION OF PARTICIPANTS

N.J.V. Athens Plaza Hotel
2, Vas. Georgiou A', Syntagma Square
105 64 Athens, Greece

09:00 – 09:15 WELCOME AND OPENING OF THE SEMINAR

- **Vassilis ALEXANDRIS**, *President of the Athens Bar Association, Athens, Greece – to be confirmed*
- **Fabio BORTOLOTTI**, *Buffa, Bortolotti and Mathis, Turin, Italy*
- **Stephen L. DREYFUSS**, *President of UIA, Hellring Lindeman Goldstein & Siegal, Newark, NJ, USA*

09:15 – 09:45 International Sales Contracts: General Introduction

- National law on sales or Convention on the International Sale of Goods (CISG)?
- Reasons for not excluding the CISG
- When does the CISG apply?
- Determining the domestic law applicable to issues not covered by CISG

- **Marie-Christine CIMADEVILLA**, *Cimadevilla Avocats, Paris, France*

09:45 – 10:15 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

- **Burghard PILTZ**, *Hamburg, Germany*

10:15 – 10:45 Discussing with Participants Clauses Regarding Delivery

Participants will be divided in small groups. Each group will discuss and work out clauses on the following issues:

- Delivery, place of delivery, passing of risk
- Liability of the seller in case of late delivery; possible limitation clauses

- **Burghard PILTZ**, *Hamburg, Germany*
- **Marie-Christine CIMADEVILLA**, *Cimadevilla Avocats, Paris, France*
- **Fabio BORTOLOTTI**, *Buffa, Bortolotti and Mathis, Turin, Italy*

10:45 – 11:15 COFFEE BREAK

11:15 – 11:45 How to Deal with Claims for Defects (Non-Conformity) of the Goods?

- The notion of non-conformity in Article 35 of the CISG
- Notification of non-conformity. Determining the “reasonable time” after which claims are forfeited
- Case law on non-conformity and time limits for notice

- **Jean-Paul VULLIÉTY**, *Lalive, Geneva, Switzerland*

11:45 – 12:00 Limiting Contractually the Seller's Liability for Damages (Introduction)

- The general rules of CISG
- Seller's liability for damages arising out of non-conformity
- Effectiveness of limitation clauses under the applicable law

- **Jelena PEROVIC**, *President of the UIA International Sale of Goods Commission, Faculty of Economics, University of Belgrade, Belgrade, Serbia*

12:00 – 12:30 Drafting and Discussing Limitation of Liability Clauses with the Participants

Participants will be divided in small groups. Each group will work out clauses on the basis of the examples supplied by the speakers.

- **Jean-Paul VULLIÉTY**, *Lalive, Geneva, Switzerland*
- **Burghard PILTZ**, *Hamburg, Germany*

12:30 – 13:00 CISG vs. Common European Sales Law. Which is the Right Choice?

- Update of the actual situation
- Main characteristics of the CESL
- Why the CESL is not appropriate for commercial sales

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

13:00 – 14:30 LUNCH

14:30 – 15:00 Dispute Resolution in International Contracts of Sale

- Arbitration or court jurisdiction?
- Which jurisdiction? Offensive or defensive strategy?

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

15:00 – 15:30 Organising an International Distribution Network. The Main Options

- Intermediaries v. resellers
- Subsidiary/joint venture
- Controlling retail distribution (franchising, selective distribution)
- The need for flexibility

- **Nicole VAN CROMBRUGGHE**, *LVP Law, Brussels, Belgium*

15:30 – 16:00 COFFEE BREAK

16:00 – 16:30 Negotiating and Managing Contracts with Agents and Distributors: the Greek Experience

- **Speaker to be confirmed**

16:30 – 17:00 Contracts with Occasional Intermediaries (Brokers, NCND Agreements)

- Definition of occasional intermediary
- Distinguishing the intermediary from a commercial agent
- The risk of qualification as agency or employment contract

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

17:00 – 17:30 Drafting and Discussing an Occasional Intermediary Contract

Participants will be divided in small groups. Each group will discuss an intermediary contract on the basis of the example supplied.

- **Fabio BORTOLOTTI**, *Buffa, Bortolotti and Mathis, Turin, Italy*
- **Marie-Christine CIMADEVILLA**, *Cimadevilla Avocats, Paris, France*

20:00 OPTIONAL DINNER

Kuzina Restaurant
Adrianou 9 Thissio, Athens, Greece

08:30 – 09:00 REGISTRATION OF PARTICIPANTS

N.J.V. Athens Plaza Hotel

2, Vas. Georgiou A', Syntagma Square
105 64 Athens, Greece

09:00 – 09:30 The Rules Protecting Commercial Agents in the European Directive and in the Laws of the Member States. A General Overview

- The directive harmonizes but does not unify the national rules
- Need to adapt the contract to the applicable domestic law
- Is it possible to minimize the impact of the rules on goodwill indemnity
- The choice of a law other than the agent's one. When is such choice effective?
- The choice of the law of a third country: the Ingmar case
- **Horst BECKER**, *Ariathes Rechtsanwälte, Munich, Germany*

09:30 – 10:00 Organising a Distribution Network in the USA

- Agency, sales representatives and distributors in the USA
- How to adequately cover the USA market
- Possible recourse to franchising
- **Leslie THIELE**, *Whiteman Osterman and Hanna LLP, Albany, NY, USA*

Organising a distribution network in South America

- **Jenifer Valeria ALFARO BORGES**, *ALS Abogados, Montevideo, Uruguay*

10:00 – 10:30 Drafting and Discussing Exclusivity and Non-Competition Clauses in Commercial Agency and Distributorship Contracts

Participants will be divided in small groups. Each group will discuss and work out clauses on the basis of the examples supplied by the speakers.

- **Horst BECKER**, *Ariathes Rechtsanwälte, Munich, Germany*
- **Nicole VAN CROMBRUGGHE**, *LVP Law, Brussels, Belgium*
- **Fabio BORTOLOTTI**, *Buffa, Bortolotti and Mathis, Turin, Italy*

10:30 – 11:00 COFFEE BREAK

11:00 – 11:30 Contracts with Distributors: the Critical Issues

- Distributorship v. simple supply agreement: the Corman-Collins case
- The rules governing sales from supplier to distributor – payment conditions
- Goodwill indemnity in case of termination: new trends
- Complying with the EU antitrust rules: price fixing, export prohibitions, non-compete clauses
- **Fabio BORTOLOTTI**, *Buffa, Bortolotti and Mathis, Turin, Italy*
- **Horst BECKER**, *Ariathes Rechtsanwälte, Munich, Germany*

11:30 – 12:00 Limiting Claims by Agents and Distributors: the Common Law Experience

- Why it is important to limit claims: the extra right of agents under English law
- How principals can limit claims by agents
- How suppliers can limit claims by distributors
- **Stephen L. SIDKIN**, *Fox Williams LLP, Solicitors, London, United Kingdom*

12:00 – 12:30 Hot Issues Regarding Sales on the Internet

- Selling through the Internet: Possible impact on the existing network
- Limiting sales through Internet by distributors: trademark and antitrust issues
- **Speaker to be confirmed**

12:30 – 13:00 CLOSING REMARKS

- **Ignacio CORBERA DALE**, *President of the UIA Contract Law Commission, Garrigues UK LLP, London, United Kingdom*



Organising Committee

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E lthiele@woh.com

General Information

SEMINAR VENUE

N.J.V. ATHENS PLAZA HOTEL
2, Vas. Georgiou A', Syntagma Square
105 64 Athens – Greece
T +30 210 335 24 00

REGISTRATION FEES

	UIA Member		Non Member	
	≤ 12.08.2014	> 13.08.2014	≤ 12.08.2014	> 13.08.2014
STANDARD REGISTRATION	€ 350*	€ 400*	€ 400*	€ 450*
YOUNG LAWYER (<35)**	€ 300*	€ 350*	€ 350*	€ 400*
GREEK PARTICIPANTS		€ 200*		

*The VAT (23%) can be applied to the amount here above according to the European Directive 2006/12/CE of November 28, 2006. For more information, please contact the UIA.

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

These fees cover participation in the welcome cocktail, participation in the seminar, coffee breaks, lunch on Friday, September 12, 2014, as well as the documentation of the seminar. The dinner on Friday night, September 12, 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.

CONTINUING LEGAL EDUCATION

Every participant attending the seminar will receive a "Certificate of Participation" at the end of the event that may be used for obtaining "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 ROOM RESERVATION

A limited number of rooms has 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	Rates
N.J.V. ATHENS PLAZA HOTEL (5*) <i>Seminar Venue</i> 2, Vas. Georgiou A', Syntagma Square 105 64 Athens, Greece T +30 210 335 24 00/F +30 210 323 58 56 welcome@njvathensplaza.gr	Single room € 145 Double room € 155 Breakfast and taxes included <i>Please download the hotel reservation form from our Website:</i> www.uianet.org
HOTEL GRANDE BRETAGNE (5*) <i>At 110 meters from the seminar venue</i> Constitution Square 10564 Athens, Greece T +30 210 333 00 00/F +30 210 322 80 34 info.gb@starwoodhotels.com	Classic Single room € 214,75 Classic Double room € 226,14 Breakfast and taxes included <i>Please download the hotel reservation form from our Website:</i> www.uianet.org
NOVOTEL ATHENS (4*) <i>At 1,2 km from the seminar venue</i> 4 Michail Voda Str 10439 Athens, Greece T +30 210 820 07 00/F +30 210 820 07 77 H0866@accor.com	Single room € 96 Double room € 102 Breakfast and taxes included <i>Please download the hotel reservation form from our Website:</i> www.uianet.org

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 August 12, 2014**. 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 August 12, 2014** 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 August 12, 2014**.

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.

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.

FORMALITIES

“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 whatever 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).



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

Drafting Effective International Contracts

Workshop-seminar on International Sales, Agency and Distributorship Contracts

Friday, September 12 & Saturday, September 13, 2014

ATHENS, GREECE

REGISTRATION FORM

Register online at: www.uianet.org

or please complete and return this form **before August 29, 2014**, by email, fax or post, to:

UNION INTERNATIONALE DES AVOCATS

25 rue du Jour, 75001 Paris, France

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



Register online

UIA INDIVIDUAL MEMBERS

Please specify your membership number (Please check your membership card or membership fees):

MI - - - - -

Family Name:

First Name:

Firm:

Address:

Post Code: City:

Country:

Tel: Fax:

Email:

Date of Birth:

EU VAT ID – Number:

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

A. SEMINAR REGISTRATION FEES

	UIA Member		Non Member	
	≤ 12.08.2014	> 13.08.2014	≤ 12.08.2014	> 13.08.2014
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GREEK PARTICIPANTS		€ 200*		

* The VAT (23%) can be applied to the amount here above according to the European Directive 2006/12/CE of November 28, 2006. For more information, please contact the UIA

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

B. SEMINAR SOCIAL ACTIVITIES

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

- Welcome Cocktail – Thursday, September 11, 2014
- Lunch – Friday, September 12, 2014

C. OPTIONAL ACTIVITY

(**not included** in the registration fees)

- Optional Dinner – Friday, September 12, 2014

• Please book person(s) for the dinner on **Friday, September 12, 2014** € 50 (Excl. VAT) x ___ / pers

Total (C) (Excl. VAT) €

D. TOTAL

TOTAL (A) Excl. VAT – Registration Fees €

TOTAL (C) Excl. VAT – Optional Activity €

TOTAL (A+C) Excl. VAT €

VAT if applicable (23%)* €

TOTAL (A+C+VAT) €

* The VAT (23%) can be applied to the amount here above according to the European Directive 2006/12/CE of November 28, 2006. For more information, please contact the UIA.

E. CANCELLATION CONDITIONS

I, the Undersigned, confirm that I have read and accepted the **cancellation conditions** as well as the **general conditions** given on page 6 of the registration programme. My registration will only be taken into account on receipt of the payment.

Participants are aware that their image and/or voice may be photographed, recorded or filmed throughout the duration of the seminar. They hereby assign to the UIA, with the signature of this form, the right to exploit, reproduce and disseminate the images and recordings by all means, both known and unknown, using all media, for an unlimited term and free of charge.

F. METHOD OF PAYMENT

- By cheque in € payable to the UIA, addressed to: UIA – 25 rue du Jour – 75001 Paris – France
- By bank transfer in €, without charges to the payee, in favour of the Union Internationale des Avocats, quoting “2014 Athens 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 Eurocard / 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: