Optimale Vertragsgestaltung in englischer Sprache für Import- und Exportverträge

Zwei der wesentlichsten Vertragsrisiken in der Praxis sind schlechte Formulierungen und die Nichtbeachtung lokalen Rechts!

- Englisch verhandeln und Verträge abschließen
- Unterschiedliche Rechtssysteme im Überblick
- Wie vermeide ich Fehler in der Vertragserrichtung
- Schadenersatz wirksam einschränken
- Eigentumsvorbehalt, Gewährleistung, Höhere Gewalt, ....
- Musterklauseln
- Zahlreiche Vertragsbeispiele an Hand von Rechtsordnungen in wichtigen Exportländern (inklusive USA)

Dienstag, 4. Oktober 2022
9.00 – ca. 17.00 Uhr
Hotel Schillerpark Linz
Rainerstraße 2-4 (Eingang: Schillerplatz), 4020 Linz

ICC Austria - Ihr Partner rund um Außenhandel und Recht
# Target Group

Export- and import managers, sales personnel and lawyers involved in contract negotiations. Participants should have a strong foundation in basic English. Legal expertise is not required but **experience with export or import contracts is assumed.**

# Objective

**Optimizing import and export contracts in English**

This seminar aims at enhancing your general knowledge of contracts and will explain how to draft and structure import and export contracts in English. Standard clauses and phrases will be highlighted to help you formulate your international contracts properly. Being proficient in using legal terminology will better prepare you in using English as the language of negotiation professionally. Selective case examples will give you the possibility to test and apply your knowledge.

# Content

## General Principles of Contracts
- Basic differences of legal systems and laws
- Rules of interpretation for contracts
- Differences between Anglo-American style and civil law contracts

## English as the Legal Language of Contracts
- Translation difficulties and other language issues
- Legal English terminology

## Key Issues and Clauses
- When is there a "meeting of the minds" resulting in a binding contract?
- Title retention issues
- How to deal properly with damages clauses
- Limitation of liability
- The dangers of liquidated damages
- Material adverse change
- Force majeure
- Termination clauses
- Deadlines and time limits
- Warranties and guarantees
- Dispute resolution clauses (i.e. ordinary court, arbitration, mediation)
- Applicable law
- Entire agreement, waiver and other standard clauses
- Special contract issues in key export jurisdictions, including the US

## Sample Contract Provisions and Case Law Examples
- Many specific contract clauses will be provided
- Common mistakes in practice

# Lecturer

Dr. Paul Luiki, J.D., partner at the law firm Fellner Wratzfeld & Partner Rechtsanwälte GmbH; registered attorney in Vienna; previously practiced law in the state of Ohio; experience as practicing lawyer in the US; specialized in contract and corporate law; focus on Eastern Europe and the US.
# Registration Form

**Optimale Vertragsgestaltung in englischer Sprache**

4th October 2022
9.00 a.m. – approx. 5.00 p.m.
Austria Trend Hotel Schillerpark
Rainerstraße 2-4 (Entrance: Schillerplatz), 4020 Linz

<table>
<thead>
<tr>
<th>Participation fee</th>
<th>€ 510,00 + 20% VAT incl. electronic seminar documentation, coffee breaks, lunch</th>
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<tr>
<td>Price für ICC Austria Members:</td>
<td>€ 408,00 + 20% VAT</td>
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Please note that the participation fee must be paid before the start of the seminar!

Closing date:
4 working days before the seminar
Get 4% early booking discount if you book until 26th August 2022

Please note that there is no computer or only limited connection options for the power supply at the seminar location!

## Seminar documentation

All seminar documentations will be provided electronically to registered participants three business days prior to the start of the seminar.

- electronic documentation included

In addition, I would like to order:

- Printed documents in a folder for EUR 15.-- incl. 20% VAT
  (only available for seminar participants!)

## Participant information

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<th>Family Name:</th>
<th>First Name:</th>
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## Invoice data

| Organisation / Company: | | |
| VAT number (obligatory for invoicing): | | |
| Address: | | |
| Postal Code: | City: | |
| Remarks: | | |

## Cancellation Policy / Data Protection

Upon signature of this registration form the General Terms and Conditions of ICC Austria are deemed accepted; available with [https://www.icc-austria.org/en/About-us/General-terms-and-conditions/Seminars.htm](https://www.icc-austria.org/en/About-us/General-terms-and-conditions/Seminars.htm). A full refund will only be given for written cancellations received up to 14 working days before the event (7 days for ICC-Members). Should you be unable to attend, you can nominate a colleague as replacement.

I acknowledge that my data is stored electronically for registration purposes. ICC Austria will not submit my data to third parties.

- I agree to receive mail notifications on latest up-dates on conferences and training sessions with similar content.

  Modification/Cancellation is possible by delete@icc-austria.org.

Date: .................................................. Signature: ..................................................