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)

Mittwoch, 10. November 2021
9.00 – ca. 17.00 Uhr
Austria Trend Hotel Schillerpark
Schillerplatz, 4020 Linz
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

Mrs. Cennet Aygün
ICC Austria – International Chamber of Commerce
@ E-Mail: c.aygun@icc-austria.org
Tel.: +43-1-504 83 00-3718
responsible for the content: Mr. Paulus Krumpel

Optimale Vertragsgestaltung in englischer Sprache

10th November 2021
9.00 a.m. – approx. 5.00 p.m.
Austria Trend Hotel Schillerpark, Schillerplatz, 4020 Linz

<table>
<thead>
<tr>
<th>Participation fee</th>
<th>Closing date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>€ 510,00 + 20% VAT</td>
<td>4 working days before the seminar</td>
</tr>
<tr>
<td>Price für ICC Austria Members: € 408,00 + 20% VAT</td>
<td>Get 4% early booking discount</td>
</tr>
<tr>
<td>incl. electronic seminar documentation, coffee breaks, lunch</td>
<td>if you book until 24th September 2021</td>
</tr>
</tbody>
</table>

The fee must be paid verifiably before the closing date!

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

The fee must be paid verifiably before the closing date!

In addition, I would like to order:

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

Participant information

Family Name: .......................................................... First Name: .......................................................... Title: ..........
Organisation / Company: ..........................................................
Address: ..........................................................................
Postal Code: .......................................................... City:..........................................................
Telephone: .......................................................... E-Mail Participant: ..........................................................
Job Title / Position in the company: ..........................................................

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. 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 ..........................................................