

## Short Form

### 1. Force Majeure

- 1.1 Neither Party shall be liable for any delay in performing, or failure to perform, its obligations under this Agreement where such delay or failure results from events, circumstances, or causes beyond that Party's reasonable control.
- 1.2 In such circumstances, the performance of such obligation by the affected Party shall be suspended for a period equivalent to the period during which performance of such obligation has been delayed or failed to be performed. The affected Party shall be entitled to a reasonable extension of the time for performance of such obligation.
- 1.3 If the period of delay or non-performance continues for a period longer than <<insert period>>, the affected Party may terminate this Agreement by giving written notice to the other Party.

## Long Form

### 2. Force Majeure

- 2.1 For the purposes of this Agreement, "Force Majeure Event" means, in relation to either Party, any event or circumstance, including, but not limited to, war, terrorism, sabotage, strike, lockout, or other form of industrial action; [shortage of raw materials;] [lack of, interruption to, or unavailability of, utilities or public facilities;] [non-performance by subcontractors;] [fire, explosion, accident, flood, drought, pest, plague, epidemic, pandemic, or other natural disaster;] [rebellion, insurrection, riot or riots, war, civil war, threat of war, or armed conflict;] [imposition of sanctions, embargo, or trade restrictions;] [chemical, nuclear, or biological contamination, or other environmental hazard;] [action by a government or public authority to restrict export or import restriction, quota, or other trade measure;] [force majeure or consent].
- 2.2 [If any Force Majeure Event occurs which affects or impedes the performance of obligations under this Agreement, the affected Party shall suspend performance of such obligations [immediately] OR [as soon as practicable] and shall use reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of such obligations.]
- 2.3 [Provided that it has not been determined under clause X.2, neither] OR [Neither] Party shall be deemed to be in breach of this Agreement or shall otherwise be liable to the other Party for any delay in performance or non-performance of any of its obligations under this Agreement to the extent that performance of such obligation is prevented or delayed by a Force Majeure Event of which it has notified the other Party in writing. The time for that performance shall be extended accordingly.]
- 2.4 If the performance of such obligation is prevented or delayed by a Force Majeure Event for a period longer than <<insert period>>, the affected Party may terminate this Agreement by giving written notice to the other Party.

continuous period in  
bona fide discussion  
such alternative arrangement  
Party shall be entitled  
<<insert period>> within

od>>, [the Parties shall enter into  
ing its effects, or to agreeing upon  
fair and reasonable] **OR** [the other  
greement [immediately] by giving  
ed Party].

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