Mohammed raheenat sunmisola

Computer engineering

17/eng02/043

A Force Majeure clause (French for "superior force") is a contract provision that allows a party to suspend or terminate the performance of its obligations when certain circumstances beyond their control arise, making performance inadvisable, commercially impracticable, illegal, or impossible. The provision may state that the contract is temporarily suspended, or that it is terminated if the event of force majeure continues for a prescribed period of time.

The list of events to be included is a matter of negotiation between the parties. A typical list of force majeure events might include war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding any party from performing its respective obligations under the contract. So if, for example, a hurricane occurred that shut down a port, the seller planning to ship its goods through that port would not be liable for late delivery of the goods.

In the absence of a force majeure clause, parties to a contract are left to the mercy of the narrow common law contract doctrines of "impracticability" and "frustration of purpose," which rarely result in excuse of performance.