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QUESTION 2

Describe two scenario where force majeure clauses can be applicable to contract in your discipline.

**ANSWER**

Force majeure is a common clause in contracts that essentially frees both parties from liability or obligation when an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, epidemic or an event described by the legal term ***act of God***, prevents one or both parties from fulfilling their obligations.

For example, in the field of Mechanical Engineering; the government offers a contract of building the engine of a rocket to a group of mechanical engineers and a company but in the process of building the project a natural disaster like an earth quake erupts and destroys the project. A Force majeure clause would essentially free the group of engineers and the company from any obligations and consequences that might have been agreed upon if the task was not done.

Another instance is when an engineer would employ a Force majeure clause into a contract to absolve their self from liability in the event they cannot fulfill the terms of a contract (or if attempting to do so will result in loss or damage of goods) for reasons beyond their control.