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17/Eng02/034

Computer Engineering

Eng 384

Snap test

QUESTION 2

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 under the contract. In practice, most force majeure clauses do not excuse a party's non-performance entirely, but only suspend it for the duration of the force majeure.

SCENARIOS FOR FORCE MAJEURE.

If an avalanche destroys a power lines in the French Alps, causing long electricity distribution delays and leading the client to sue for damages. The supplier might employ a force majeure defense arguing that the avalanche was an unforeseeable, external, and irresistible event—the three tests applied by French law. Unless the contract specifically named an avalanche as removing the supplier's liability, the court may well decide that the supplier owes damages.

As computer Engineers

Force majeure can affect a contract given to us due to a natural disaster like Death, stroke or illness at all occurs to the contractor.

Speaking further, from the definition and explanation given above for force majeure.

A computer Engineer can face little challenges while handling a contract which are under the coat of ‘Force Majeure’

Scenarios;

A Computer Engineer who has signed a contract with the clause of Force Majeure doesn’t have to be bothered even after he has drafted his invoice. Because at this point, important things like connecting cables, a network hub and few other things could hinder he/she from working on a networking contract If not enough as speculated in the invoice and can also be regarded as Force Majeure when the contractor had budgeted and couldn’t meet up with the demand at that point.