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**17/ENG04/076**

**ELECT/ELECT**

**ENG384 TEST 2**

 ***Force majeure*** is a common clause in [contracts](https://en.wikipedia.org/wiki/Contract) that essentially frees both parties from [liability](https://en.wikipedia.org/wiki/Legal_liability) or obligation when an extraordinary event or circumstance beyond the control of the parties, such as a [war](https://en.wikipedia.org/wiki/War), [strike](https://en.wikipedia.org/wiki/Strike_action), [riot](https://en.wikipedia.org/wiki/Riot), crime, [epidemic](https://en.wikipedia.org/wiki/Epidemic) or an event described by the legal term [*act of God*](https://en.wikipedia.org/wiki/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 in which the Force majeure clause can be applied in my discipline are;

1. A Nigerian company (Swan Water) enters a contract with an Italian generator manufacturer (Medici) where Medici is to supply Swan water with a new generator every 3 years and the next one was to be delivered a month ago but due to the pandemic, Medici was unable to deliver the generator because the country’s border was closed. Since the pandemic can be classified as an extra-ordinary event, the Force majeure clause can be exercised.
2. The government awards a contract to an electrical cable manufacturer where 1,000 cables 50m long are to be delivered on or before the 20th of May 2020, but due to an ongoing war in the country, the Cable manufacturer cannot deliver on the date specified in the contract, since the war cannot be controlled by either party involved in the contract, the Force majeure clause can be exercised.