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Mechatronics Engineering

Q.2

Answers

**Force majeure** refers to a clause that is included in contracts to remove liability for natural and unavoidable catastrophes that interrupt the expected course of events and prevent participants from fulfilling obligations. Conditions apply such as

1. The event has to be above the concerned party’s control
2. The above event must have prevented, hindered, and delayed the contactors performance.
3. The concerned party must have taken all necessary steps to avoid or mitigate the consequences or effects.

 The term also includes energy blackouts, unexpected legislation, lockouts, slowdowns, and strikes.There are dozens of circumstances or events that we class as **examples** of **force majeure**. War, riots, earthquakes, hurricanes, lightning, and explosions, for **example**, are **force majeure** events.

##### **Government legislation**

Imagine your delivery prices to your customers suddenly go up because of new government legislation.

This unexpected situation, i.e., force majeure, means that you do not have to deliver at that price anymore. In other words, you have the right to negotiate new delivery prices.

##### **Terrorist attack**

Let’s suppose you have to deliver goods to a customer abroad. You both agree that you send the goods by plane. However, there is a major terrorist attack at their country’s airport.

The major terrorist attack is an unforeseeable event. You didn’t expect it, and there is nothing you can do about it, i.e., it’s beyond your control.

In this case, you would not be liable for the late arrival of your goods. ‘Liable,’ in this context, means ‘responsible.’