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SHORT TEST 2

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.

Also, if there's a sudden earthquake at the ABB factory in Port Harcourt, causing a slowdown/sudden stop in production of electrical panels and distribution boxes leading to clients suing for damages or broken contracts. The supplier(ABB) might employ a force majeure defence arguing that the earthquake was an unforeseeable and unpreventable event.