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**COMPUTER ENGINEERING**

**300L**

**QUESTION 1**

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.

Force majeure is generally intended to include occurrences beyond the reasonable control of a party, and therefore would not cover:

• Any result of the negligence or malfeasance of a party, which has a materially adverse effect on the ability of such party to perform its obligations

• Any result of the usual and natural consequences of external forces.

As a Practicing electrical electronic engineering I have found that the force majeure clause applies majorly when there is an issue with nature ie lighting storms which make it an unsafe environment to install equipment

Economics acts like inflections which bump up the price on already pre negotiated contracts.