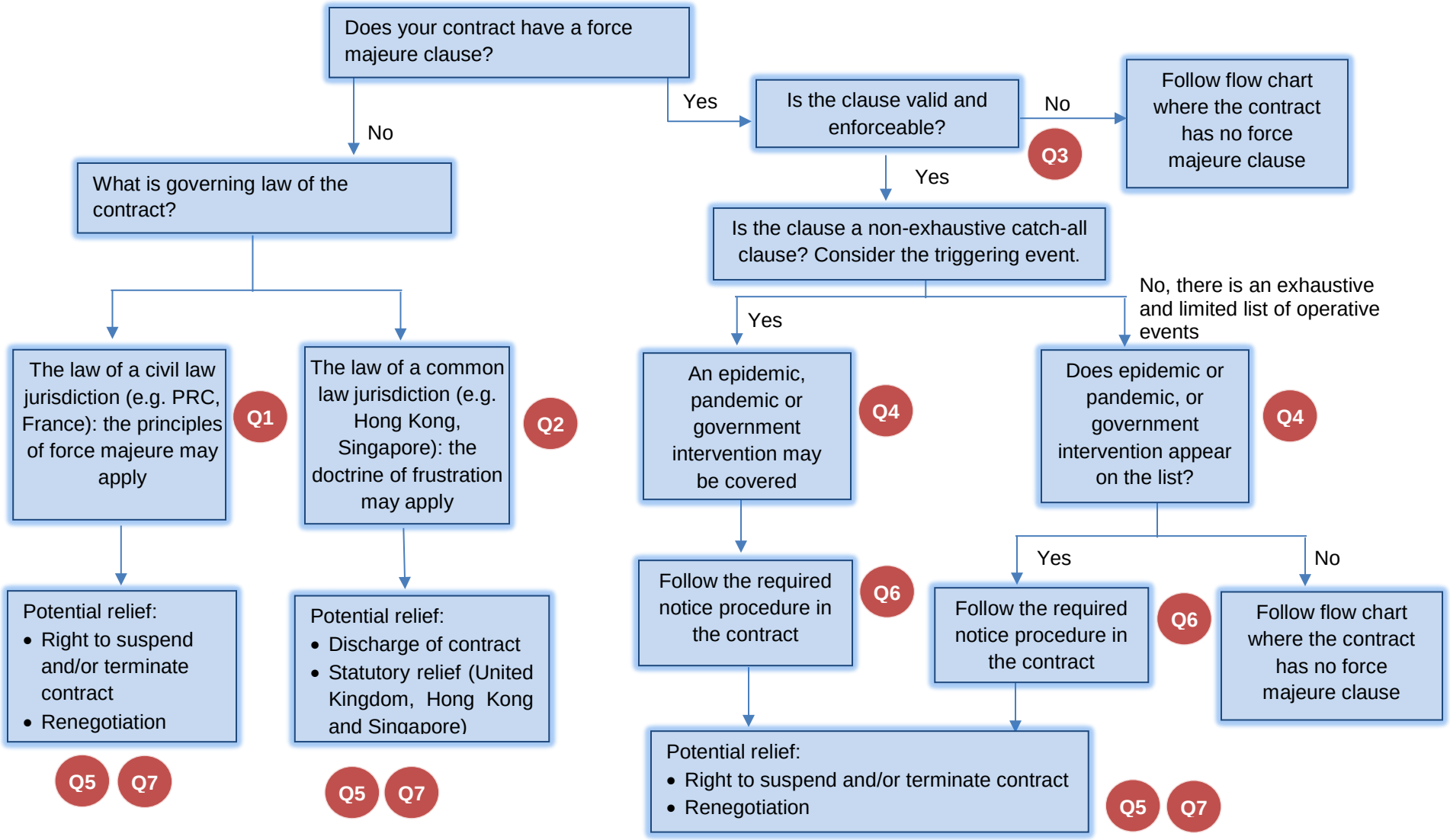
Does your contract have a force majeure clause?
Yes
No
Is the clause valid and enforceable?
Q3
No
Follow flow chart where the contract has no force majeure clause
Yes
Is the clause a non-exhaustive catch-all clause? Consider the triggering event.
Yes
No, there is an exhaustive and limited list of operative events
An epidemic, pandemic or government intervention may be covered
Q4
Does epidemic or pandemic, or government intervention appear on the list?
Q4
Yes
No
Follow the required notice procedure in the contract
Q6
Follow the required notice procedure in the contract
Q6
Follow flow chart where the contract has no force majeure clause
Potential relief:
• Right to suspend and/or terminate contract
• Renegotiation
Q5
Q7
What is governing law of the contract?
The law of a civil law jurisdiction (e.g. PRC, France): the principles of force majeure may apply
Q1
The law of a common law jurisdiction (e.g. Hong Kong, Singapore): the doctrine of frustration may apply
Q2
Potential relief:
• Right to suspend and/or terminate contract
• Renegotiation
Q5
Q7
Potential relief:
• Discharge of contract
• Statutory relief (United Kingdom, Hong Kong and Singapore)
Q5
Q7