



**The Global Supply Chain Crisis –  
what Solutions are available?**

**A Common Law / Irish Perspective**

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## Legal framework



### Principle of freedom to contract

- Agree contracts without unnecessary interference by the legislature or government
- B2B – no statutory restriction on “unfair” terms
- Parties agree risk allocation

# Legal Framework

## Frustration

- unexpected event - contractual obligation incapable of being performed
- Parties released from contract
- Not hardship or inconvenience

## Force Majeure

- No legal doctrine
- Consider scope of clause

## Existing contracts

Look for  
“gaps” in the  
contract

Is the clause  
for liquidated  
damages  
enforceable?

Renegotiate

**Solutions**

# Solutions

## New contracts

Advance payment to lock in price

Price fluctuation clause allowing increases in limited circumstances

Relief against delay damages

Agree a provisional sum against price increase

Expand force majeure clause

Include a "material change in circumstances" clause

# Thank You



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