



UIA Union Internationale des Avocats
International Association of Lawyers
Unión Internacional de Abogados



Seminar presented by the UIA with the support of the Turin Bar Association (Ordine degli Avvocati di Torino)

Drafting Effective International Contracts

International Sales, Agency and Distribution Contracts

TURIN

ITALY

HYBRID SEMINAR

Friday, July 2 & Saturday, July 3, 2021

With a welcome cocktail on Thursday, July 1

#UIAInternationalContracts

This UIA hybrid Seminar will take place both in-person in Turin – and for the first time, with a virtual option through an online platform.
Join us physically or virtually!

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UIA is the global and multi-cultural organisation for the legal profession, established in 1927 and now with members in 110 countries. UIA facilitates professional development and international exchange of information and ideas, promotes the rule of law, defends the independence and freedom of lawyers worldwide, and emphasizes friendship, collegiality and networking among members.

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Join the world's largest international network of lawyers

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ORGANISING COMMITTEE

Susanne MARGOSSIAN,

President of the UIA International Sale of Goods Commission

UP International SA

Geneva, Switzerland

T +41 (22) 710 79 02

s.margossian@upinternational.ch

Mariaelena GIORCELLI

Buffa Bortolotti & Mathis

Turin, Italy

T +39 011 57 41 11 1

m.giorcelli@bbmpartners.com

Christoph OERTEL

President of the UIA Contract Law Commission

Brödermann Jahn Rechtsanwalts-gesellschaft MBH

Hamburg, Germany

T +49 (403) 709 05 33

christoph.oertel@german-law.com

Milagros POAL-MANRESA CANTARELL

Immediate Past President of the UIA Contract Law Commission

ADRSynergies

Barcelona, Spain

T +34 93 284 49 51 / M +34 60 960 58 69

m.poal@adrsynergies.com

Paolo LOMBARDI

Immediate Past president of the UIA Private International Law Commission

Studio Legale Elexi

Turin, Italy

T +39 011 034 22 22

paolo.lombardi@elexi.it

Introduction

A growing number of companies are expanding their activity beyond the national borders and are faced with the issues regarding the negotiation and the drafting of International contracts. In fact, even within a "common" market like the European Union the laws are different from country to country and businessmen selling to other countries are forced to deal with the complex issues arising in the context of international contracts.

The COVID-19 Pandemic has created new challenges for international trade. Companies have become aware of the importance of well-drafted force majeure clauses; consumers have learned to buy on the web, and this is forcing many companies to increase their presence on the internet, and to develop direct sales to consumers, which were in the past managed only by distributors and resellers.

The purpose of this seminar-workshop is to analyse the basic issues of cross-border contracts with reference to three types of contracts more commonly used by those who approach a foreign market (sales, commercial agency, distributorship), and at the same time to focus on the drafting of the clauses more commonly used.

We have selected a group of highly qualified speakers having at the same time a high-level profile and a practical experience in drafting and negotiating international contracts.

The presentations will last 20 minutes + 10 minutes for discussion with the participants. A large place is reserved for interactive, practical drafting and negotiation workshops. The participants will receive in advance the materials and the examples of clauses to be discussed during the seminar.

This UIA hybrid Seminar will take place both in-person in Turin – and for the first time, with a virtual option through an online platform. Join us physically or virtually!

Mark your diaries now, save the date and make sure to register!

We are looking forward to welcoming you!



Thursday, July 1

19:30 WELCOME COCKTAIL

Kindly offered by the Turin Bar Association (Ordine degli Avvocati di Torino)

Venue to be confirmed

Friday, July 2

08:30 – 09:00 Registration of Participants

Fondazione Dell'Avvocatura Torinese Fulvio Croce
Via Santa Maria, 1, 10122 Turin

09:00 – 09:15 Welcome and Opening of the Seminar

- **Jorge MARTÍ MORENO**, *UIA President, Uría Menéndez, Valencia, Spain*
- **Simona GRABBI**, *President of the Turin Bar Association (Ordine degli Avvocati di Torino), Italy*
- **Claudio COGGIATTI**, *President of the UIA Italian National Committee, Coggiatti & Associati, Rome, Italy*

Chair of the morning sessions:

- **Susanne MARGOSSIAN**, *President of the UIA International Sale of Goods Commission, UP International SA, Geneva, Switzerland*

09:15 – 10:00 International Sales Contracts: Practical Introduction to the CISG

- The 1980 Vienna Convention on the International Sale of Goods (CISG): uniform rules for international sales
- When does the CISG apply?
- Determining the domestic law applicable to issues not covered by CISG
- Does it make sense to exclude the CISG and apply domestic rules on sale contracts?

Speaker:

- **Dr. Michal ROSZAK**, *LL.M., Kolegial Kancelaria Prawna, Warsaw, Poland*

10:00 – 10:30 How to Choose the Right Incoterm?

- The Incoterms 2020 of the ICC
- Reasons for avoiding the term "ex works"
- The passing of risk under the various Incoterms
- The impact of Incoterms on jurisdiction (ECJ C-87/10 and overview of national case law)
- Q & A

Speakers:

- **Avv. Giuseppe SCOTTI**, *Macchi di Cellere Gangemi, Milan, Italy*
- **Alberto PASINO**, *President of the UIA Transport Law Commission, Studio Legale Zunarelli e Associati, Trieste, Italy*

10:30 – 11:00 Coffee Break

Kindly offered by **MACCHI di CELLERE GANGEMI**



11:00 – 12:45 Workshop on Drafting General Conditions of Sale

After a short introduction the participants will discuss several examples of clauses regarding the following critical issues:

- Conclusion and effectiveness of general conditions of sale (or purchase)
- Delivery, place of delivery, passing of risk
- Liability of the seller in case of late delivery
- Limitation of seller's liability for damages
- Choice of law and jurisdiction

Moderators:

- **Silvia BORTOLOTTI**, *Buffa Bortolotti & Mathis, Turin, Italy*

- **Nathalie CAZEAU**, *Cazeau & Associés, Paris, France*
- **Philipp LANDERS**, *Ahlers & Vogel Rechtsanwälte PartG mbB, Hamburg, Germany*

12:45 – 14:00 Lunch Break

Chair of the sessions:

- **Milagros POAL-MANRESA CANTARELL**, *Immediate Past President of the UIA Contract Law Commission, ADRSynergies, Barcelona, Spain*

14:00 – 14:30 Selling on the Internet: a New Challenge for Many Companies after Covid-19

- Selling through the Internet: Possible impact on the existing network: omnichannel strategy
- Drafting B2C general conditions for internet sales
- The impact of PIL on applicable law as regards B2C sales
- Standard conditions of sale are normally made for B2B sales
- Companies selling in the internet need to adapt to consumer sales
- The ICC B2C Online Sale Conditions

Speakers:

- **Mariaelena GIORCELLI**, *Buffa Bortolotti & Mathis, Turin, Italy*
- **Simona MATTA**, *Zschunke Avocats / Rechtsanwälte / Avvocati, Paris, France*

14:30 – 15:00 Reviewing Force Majeure Clauses after the Covid-19 Experience

- Drafting balanced and effective force majeure clauses
- General definition of force majeure and listed events
- The 2020 ICC force majeure and hardship clauses

Speaker:

- **Christoph OERTEL**, *President of the UIA Contract Law Commission, Brödermann Jahn Rechtsanwaltsgesellschaft MBH, Hamburg, Germany*

15:00 – 15:30 Choice of Law in International Contracts: Domestic Law and/or Unidroit Principles?

- The traditional choice: law of one of the parties or law of a third country
- A compromise solution: general principles of law + Unidroit Principles
- The examples of ICC model clauses for agency and distributorship contracts
- How to deal with mandatory rules protecting the agent or distributor?

Speaker:

- **Fabio BORTOLOTTI**, *Buffa Bortolotti & Mathis, Turin, Italy*

15:30 – 16:00 Coffee Break

Chair of the sessions:

- **Paolo LOMBARDI**, *Immediate Past President of the UIA Private International Law Commission, Studio Legale Elexi, Turin, Italy*

16:00 – 17:00 Dispute Resolution in International Commercial Contracts

The choice between arbitration or court jurisdiction in contracts of sale, distribution, agency etc.

The recourse to arbitration

- Choosing the appropriate institution
- Drafting the clause
- The relevance of the place(s) of enforcement of the award

The recourse to national courts

- Choice of forum clauses: conditions for effectiveness
- How does EU Regulation 1215/2012 affect decisions on validity of choice of forum clauses?
- Clauses which determine the place of delivery (art. 7(1)(b) Regulation 1215/2012)

Mediation

- Mediation, trends and challenges post Covid-19
- When and when not to use mediation. Pros and cons
- What is the main difference between arbitration and mediation?
- Five conflict resolution strategies
- Online mediation

Speakers:

- **Martin WIEBECKE**, *Anwaltsbüro Wiebecke, Zurich, Switzerland*
- **Katharina KLINGEL**, *Brödermann Jahn Rechtsanwalts-gesellschaft MBH, Hamburg, Germany*
- **Nathalie SINAVONG**, *LMT Avocats, Paris, France*
- **Milagros POAL-MANRESA CANTARELL**, *Immediate Past President of the UIA Contract Law Commission, ADRSynergies, Barcelona, Spain*

17:00 – 17:30 Cross-Border Distribution Strategies: Choosing the Appropriate Contract and Network

- Intermediaries v. resellers: the main option between agents and distributors
- Subsidiary/joint venture
- Controlling retail distribution (franchising, selective distribution)
- The need for flexibility

Speaker:

- **Massimiliano CAMELLINI**, *General Counsel, Gruppo Max Mara, Reggio Emilia, Italy*

17:30 – 18:00 Distribution in the MENA Region (Bahrein, Egypt, Iraq, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Syria, United Arab Emirates and Yemen)

Speakers:

- **Najib HAGE-CHAHINE**, *Hage-Chahine Law Firm, Baabda, Lebanon*
- **Federico RIZZO**, *General Counsel Legal and Corporate Affairs, Diadora S.p.A., Venice, Italy*

Saturday, July 3

09:00 – 09:15 Registration of Participants

Fondazione Dell'Avvocatura Torinese Fulvio Croce
Via Santa Maria, 1, 10122 Turin

Chair of the sessions:

- **Marie-Christine CIMADEVILLA**, *UIA Co-Director of Communication, Cimadevilla Avocats, Paris, France*

09:15 – 09:45 Goodwill Indemnity and Similar Rights in Agency and Distributorship Contracts

- The goodwill indemnity for agents: different criteria of calculation in various countries

- The application by analogy of the agents' indemnity to distributors in various countries
- The trend towards recognizing an indemnity (or compensation for insufficient term of notice: rupture brutale) to distributors
- Is it possible to minimize the impact of the rules on goodwill indemnity?
- The choice of a law other than the agent's one. When is such choice effective?
- The choice of the law of a third country: the Ingmar case

Speaker:

- **Ignacio ALONSO MARTINEZ**, *Even Abogados, Madrid, Spain*

09:45 – 11:30 WORKSHOP DISCUSSION: Negotiating a Cross-Border Distributorship Contract

- Participants will be divided in two groups which will negotiate a contract proposed by the supplier
- We might also give the participants the distributor's standard agreement, previously submitted by distributor
- The two proposals should be handed over just before the negotiation, in order to avoid that participants prepare in advance

Moderators & Speakers:

- **Nicole VAN CROMBRUGGHE**, *Faber Inter Legal, Brussels, Belgium*
- **Christoph OERTEL**, *President of the UIA Contract Law Commission, Brödermann Jahn Rechtsanwalts-gesellschaft MBH, Hamburg, Germany*
- **Ignacio ALONSO MARTINEZ**, *Even Abogados, Madrid, Spain*

11:30 – 11:45 Coffee Break

11:45 – 12:15 Strategies Aiming at Controlling Sales to End Users: Selective Distribution and Franchising

- The trend towards establishing a direct relationship with retailers
- Reasons for this trend: control of retailers – link to end-users – protection of corporate image
- Establishing a franchising network
- Selective distribution and EU competition rules

Speaker:

- **Federico RIZZO**, *General Counsel Legal and Corporate Affairs, Diadora S.p.A., Venice, Italy*

12:15 – 12:45 The Rules Protecting Commercial Agents in the European Directive and in the Laws of the Member States. A General Overview.

- The directive harmonizes but does not unify the national rules
- Need to adapt the contract to the applicable domestic law
- Is it possible to minimize the impact of the rules on goodwill indemnity?
- The choice of a law other than the agent's one. When is such choice effective?
- The choice of the law of a third country: the Ingmar case

Speaker:

- **Stephen SIDKIN**, *Counsellor to the UIA President, Fox Williams LLP, London, UK*

12:45 – 13:00 CLOSING REMARKS

- **Susanne MARGOSSIAN**, *President of the UIA International Sale of Goods Commission, UP International SA, Geneva, Switzerland*



GENERAL INFORMATION

SEMINAR VENUE

FONDAZIONE DELL'AVVOCATURA
TORINESE FULVIO CROCE

Via Santa Maria 1, 10122 Turin

CONTINUING LEGAL EDUCATION

Every participant attending the seminar will receive a "Certificate of Participation" at the end of the event that may be used to obtain "Credits" for "Continuing Legal Education" – "Continuing Professional Development" purposes, depending on national rules. For more information, please contact the UIA.

The seminar is recognised by the **Turin Bar Association (Ordine degli Avvocati di Torino)**: up to **12 credits'** training for the complete programme. For the participation to one session only, 3 credits will be granted.

Il seminario è accreditato dal Consiglio dell'Ordine degli Avvocati di Torino: verranno riconosciuti fino a 12 crediti per la partecipazione a tutto il seminario. La partecipazione ad una singola sessione consentirà l'attribuzione di 3 crediti.

LANGUAGE

The working language will be **English**.

REGISTRATION FEES

**Amounts exclusive of VAT*

Onsite or Online

UIA MEMBER

€ 150*

NON MEMBER

€ 190*

ITALIAN PARTICIPANTS

€ 150*

Fees include:

- Attendance at all working sessions
- Seminar documentation
- Welcome cocktail on July 1 kindly offered by the Turin Bar Association (*onsite participation only*)
- Coffee breaks on July 2 & 3 (*onsite participation only*)

No lunch will be served. However, a list of suggested restaurants at a walking distance will be provided.

This UIA hybrid Seminar will take place both in-person in Turin – and for the first time, with a virtual option through an online platform. Join us physically or virtually!

***The VAT (22%) can be applied to the amount** stated above according to the European Directive 2006/112/CE of November 28, 2006. **If you provide an EU VAT ID number, the VAT will not be charged.** For more information, please contact the UIA.

Please note that the number of places at the seminar is limited. The organisers reserve the right to refuse registrations in the event of excess applications.

In order for your name to appear in the **list of participants**, which will be distributed before the seminar, your registration form must be received by **June 21** at the latest. An updated electronic list will be sent by email to all the participants after the seminar.

HOTEL RESERVATION

Each participant should make his/her own arrangements for hotel accommodation in Turin. Hotel suggestions nearby are:

HOTELS

GOLDEN PALACE HOTEL - ALLEGROITALIA SILVER PALACE (4*) – at 550 meters from the Seminar Venue

Via dell'Arcivescovado, 16, 10121 Turin

T +39 011-5512727

Website: <https://www.allegroitalia.it/en/allegroitalia-silver-palace-2/>

NH TORINO SANTO STEFANO (4*) – at 550 meters from the Seminar Venue

Via Porta Palatina, 19, 10122 Turin

T +39 011-5223311

Website: https://www.nh-hotels.it/hotel/nh-torino-santo-stefano?utm_campaign=local-gmb&utm_medium=organic_search&utm_source=google_gmb&utm_term=langtest

CANCELLATION AND GENERAL CONDITIONS

CANCELLATION CONDITIONS

All cancellations will be subject to a 50% deduction and will have to be sent in writing, to be received by the Union Internationale des Avocats **no later than June 17, 2021**. No refund will be made for cancellations received after this date.

VISAS

Anyone who requires a visa invitation letter in order to attend the seminar should register and pay their registration fees **no later than June 17, 2021** to ensure there is enough time to obtain a visa.

All cancellations will be refunded in full, minus €50 + VAT to cover administrative costs, provided that the UIA has received the registration documents and **total registration fees no later than June 17, 2021**.

If you register after this date, only 50% of the amount paid minus €50 + VAT to cover administrative costs will be refunded for cancellations due to visa refusals.

All cancellations due to a visa refusal must be sent in writing and reach the UIA **before the seminar**. Cancellations must be accompanied by a **proof of visa refusal**.

If your visa is issued after the seminar date or if you do not have proof of visa refusal, you will not be entitled to a refund.

GENERAL CONDITIONS

All registrations received by the Union Internationale des Avocats (UIA) along with the full payment of fees corresponding to the events selected will be confirmed in writing.

The UIA reserves the right to cancel or postpone the seminar to a later date, change the seminar venue and/or programme, make any corrections or modifications in the information published in the seminar programme and cancel any invitation to participate in the seminar, at any time and at their entire discretion, without having to provide any reasons for the same.

Neither the UIA, nor any of its managers, employees, agents, members or representatives shall be held responsible for any loss or damage, of any nature, suffered (directly or indirectly) by a delegate, accompanying person or a third party following any cancellations, changes, postponements or modifications.

The UIA strongly advises participants to subscribe to modifiable and/or refundable services, as well as to take out a cancellation insurance.

Neither the UIA, nor any of its managers, employees, agents, members or representatives shall be held responsible for any loss or damage, of any nature whatever, suffered (directly or indirectly) by a delegate or accompanying person, except in case of death or personal injury due to gross negligence by the UIA.

The contractual relations between the UIA and each participant (delegate or accompanying person) in relation to the seminar are subject to French law and jurisdiction, to the exclusion of any other law. Paris is the city of jurisdiction.

FORMALITIES

It is the responsibility of participants to ensure compliance with police, customs and health formalities for their journey. Participants unable to take part in the seminar because of their inability to take a flight or any other means of transportation due to being unable to provide the documents required (passport, visa, vaccination certificate, etc.) cannot claim any reimbursement.

FORCE MAJEURE

“Force majeure” means any events external to the parties, of both an unforeseeable and insurmountable nature that prevents either the client or the participants, or the agency or service providers involved in organising the seminar, from executing all or part of the obligations provided for in the present agreement. By express agreement, such will be the case in the event of a strike affecting the means of transport, hotel staff, air traffic controllers, an

insurrection, a riot or any prohibition whatsoever decreed by governmental or public authorities.

It is expressly agreed that for the parties, a case of force majeure would suspend the execution of their reciprocal obligations. At the same time, each of the parties shall bear the burden of all the expenses incumbent upon them, resulting from the case of force majeure.

HEALTH

The organisers decline any responsibility in case of any health problems existing prior to the seminar that may lead to complications or be aggravated during the entire period of the stay: pregnancy, cardio-vascular problems, any allergies, special diets, any disorders under treatment and not yet consolidated on the day the seminar starts, psychic or mental or depressive illness, etc. (Non exhaustive list).

PERSONAL DATA PROTECTION

The personal data that you communicate to us shall be processed by the International Association of Lawyers (UIA – Union Internationale des Avocats), with its registered office at 9 rue du Quatre-Septembre, 75002 Paris (Tel: +33 1 44 88 55 66 - Fax: +33 1 44 88 55 77 - privacy@uianet.org), in accordance with Act No. 78-17 of January 6, 1978 relating to data, files and freedoms and Regulation No. 2016/679 on data protection, as of its entry into force on May 25, 2018. Your data will be managed by UIA's General Services, Events and Accounts Section:

- For the purpose of administering your registration for the event and your on-site access to the event;
- In order to pay for the selected services - your bank details will be deleted after receipt of your payment;
- In order to communicate information messages from UIA.

To the extent necessary for the execution of their respective tasks, our subcontractors in charge of our seminar organisation, our IT infrastructure, our management, the production and maintenance of our website and extranet, are likely to gain access to your data from time to time. Their servers are located in the European Union.

Data relating to your participation in the event shall be stored for a period of 10 years. We are obliged to archive billing data until the end of the period required for our tax and accounting obligations, i.e. for 7 full tax years. We shall store your contact information to keep you informed until you ask us to stop. You have the right to access your data and have it corrected if necessary. You may object to any processing of your data undertaken by us for the purposes of our legitimate interests. If you wish for more information, or to lodge a complaint, please contact CNIL (French Data Protection Authority).



Union Internationale des Avocats
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Drafting Effective International Contracts - International Sales, Agency and Distribution Contracts

TURIN, ITALY

FRIDAY, JULY 2 & SATURDAY, JULY 3, 2021

Register online at: www.uianet.org

or please complete and return this form by email to: uiacentre@uianet.org

UIA (International Association of Lawyers)

Tel: +33 1 44 88 55 66 ■ Fax: +33 1 44 88 55 77 ■ Email: uiacentre@uianet.org

Family Name:

First Name:

UIA Identification number (if you already have one): M I _____

Firm:

Address:

Post Code: City:

Country:

Tel: Fax:

Email:

Date of Birth:

EU VAT ID-Number:

Special requests (special diet, allergies, handicap...):

Arrival/departure times & flight numbers:

Hotel:

SEMINAR REGISTRATION FEES

**Amounts exclusive of VAT*

Onsite or Online

UIA MEMBER

€ 150*

NON MEMBER

€ 190*

ITALIAN PARTICIPANTS

€ 150*

* The VAT (22%) can be applied to these amounts according to the European Directive 2006/112/CE of November 28, 2006.

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Please indicate below whether you plan to attend:

ONSITE in-person in Turin

ONLINE

WELCOME COCKTAIL

Please indicate below whether you plan to attend the **Welcome Cocktail** (onsite only) on **July 1st at 7:30 pm CEST** kindly offered by the Turin Bar Association (Ordine degli Avvocati di Torino) :

YES

NO

TOTAL

TOTAL (A) – Registration Fees

Excl. VAT €

VAT if applicable (22%)* €

If you provide an EU VAT ID number, the VAT will not be charged

TOTAL (A + VAT) €

* **The VAT (22%) can be applied to the amount stated above according to the European Directive 2006/112/CE of November 28, 2006. If you provide an EU VAT ID number, the VAT will not be charged.** For more information, please contact the UIA.

CANCELLATION CONDITIONS AND GENERAL CONDITIONS

I, the undersigned, confirm having read and accepted the cancellation policy and the general terms and conditions given on page 6 of the registration programme. My registration will only be taken into account after receipt of my payment.

The participant is aware that his/her image and/or voice may be recorded or filmed during the entire duration of the seminar and, by signing this registration form, grants UIA the right to use, reproduce and distribute the concerned images and recordings by any known or unknown means and on all types of media, for an unlimited duration, completely free of charge.

The undersigned acknowledges having been informed of the processing of the personal data contained in this form by UIA, as detailed on page 6 of the registration programme.

METHOD OF PAYMENT

By bank transfer in €, without charges to the payee, in favour of the Union Internationale des Avocats, quoting “2021 Turin Seminar”, to the following bank and account:

Société Générale – Paris Elysées Entreprise – 91 avenue des Champs Elysées – 75008 Paris – France

BIC / SWIFT N°: SOGEFRPP

IBAN: FR76 3000 3033 9200 0503 4165 164

Kindly attach a copy of your bank transfer order to your registration form

By credit card: Visa Mastercard

Card N°: _____

Expiry date: __/__/__

3 digits: ___

Name of card holder:

I authorise the Union Internationale des Avocats to debit the above mentioned credit card in the amount of € (EUR)

Date: / /

Signature: