



2 day course

NEW COURSE

COURSE DIRECTOR

DDr. Manfred
Adlmanseder

Civil Law Contracts of Sale

A Practical, Legal & Commercial Guide

20-21 March 2014, Dubai, UAE

**9 REASONS TO CHOOSE
EUROMONEY LEGAL
TRAINING**

- Over 20 years of experience has been gained having trained over 20,000 professionals
- Clients include:
 - The European Investment Bank,
 - Standard Chartered,
 - Mubadala, Stanbic Bank & Shell
- Our instructors are some of the most reputable and experienced in the industry
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- Courses are run in 4-5 star hotels. Train in complete comfort
- As a mark of our quality, we have been accredited by the Law Society and the British Accreditation Council.

By attending this practical two day training course, you will understand:

- Cross border sale agreements and international contracts governed by Civil law
- Fundamental principles of Civil contract law
- Structure and key-clauses of Civil law contracts
- Remedies for breach of contract, and limitation of liability
- Contract enforcement and dispute resolution

FEATURING – Interactive Workshop Session

**NEWLY
REVISED FOR
2014**

12 CPD Hours
Law Society Accredited



For further information and to register on this course please visit:

www.euromoneytraining.com/legal





COURSE OVERVIEW

With the increasing globalisation of markets, cross border sales contracts governed by Civil law are becoming common practice in international business. Understanding Civil law contracts of sale has not only therefore become essential for Common law lawyers, but also for business people, to whom the basic notions of Civil contract law, and particularly those concerning cross-border contracts, are largely unknown.

This course will focus in depth on the principles and key questions that arise in international contracts of sale governed by Civil law. By attending, participants will gain an understanding of how best to negotiate and conclude such contracts, as well as how to avoid the most common mistakes.

TEACHING METHODS AND TARGET AUDIENCE

The training will employ a variety of teaching methods, and is highly participative and interactive, involving several practical case studies and workshops throughout the two days, during which the participants will actively read, analyse, draft and redraft contract clauses.

In addition, the workshop session will use real life cases and practical examples, and is designed to develop the participant's understanding of the essential differences between the common and civil law systems.

Since the course is highly interactive participants are welcome to bring their own cases and experience for class room discussion.

A broad range of professionals, common law lawyers as well as business people and bankers engaged in international business, will find this information indispensable.

Day 1

- Legal and commercial aspects of cross border contracts
 - The challenge of global markets
 - International and domestic contracts: main differences
 - Global legal systems and contracts
- Civil Contract Law: Introduction
 - Civil and Common law: distinction between the two systems
 - General principles of Civil contract law
- Applicable law in cross border contracts of sale
 - Applicable law and jurisdiction
 - Law governing the contract
 - Rome I Regulation
 - Choice of Law (EC)
 - The United Nations Convention on Contracts for the International Sale of Goods (CISG)
 - UNIDROIT Principles
 - Principles of European Contract Law
- Drafting, negotiating and concluding international contracts under Civil Law
 - The pre-contractual stage
 - Formal requirements / representation
 - Letters of intent / memoranda of understanding
 - Concluding the contract: When is it binding? offer and acceptance / termination of an offer
- Structure of Civil law contracts and typical boilerplates
 - Legal terminology / translation difficulties / interpretation of foreign terms
 - Clauses frequently used in Civil law contracts of sale
 - Pitfalls of cross-system contracts
- The limits of contractual freedom
 - Product liability
 - Customer protection
 - Laesio enormis
- Title and ownership
 - Passing of title and property under Civil law
 - Retention of title and ownership

Biography

DDr. Manfred Adlmanseder

Course Director

DDr. Manfred Adlmanseder has many years of experience as a corporate lawyer in international companies, and is currently CFO at SML Maschinengesellschaft in Lenzing,

Austria, a manufacturer of high-performance extrusion equipment for worldwide markets.

He is particularly focused on international business and contract

Day 2

- Trade terms / passing of risk / INCOTERMS 2010
 - Passing of risk
 - INCOTERMS 2010
 - Payment Terms and securities
 - General terms
 - How to use general terms
 - Battle of forms in Civil law
 - Mistake, fraud and duties to inform
 - Remedies for breach of contract
 - Performance and remedies for non-performance
 - Default in Civil law
 - Duty to inspection and objection
 - Liability for non-conformity in the law of sale
 - Limitation of liability
 - The conception of warranty and guarantee
 - Liquidated damages in Civil law
- Legal framework for limitation of liability in contracts and general terms
 - Understanding liability clauses in Civil law contracts
 - Dispute resolution
 - Competent court and place of jurisdiction – including Brussels I Regulation (EC)
 - Arbitration

12 CPD Hours
Law Society Accredited



law, claims and risk management in international business transactions, and international trade and export finance.

Manfred has over 15 years experience of teaching and lecturing, and is a delegate to the Commission

on Commercial Law and Practice, International Chamber of Commerce (ICC), Paris.

WHO SHOULD ATTEND

- Lawyers in financial institutions and corporations
- Lawyers in private practice with clients involved in Civil law transactions
- Business people dealing with international transactions
- Bankers involved in cross-border trade

IN-HOUSE TRAINING

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Let us provide this training in the comfort of your own working environment. Training can be arranged for small groups or entire divisions and will take place at a time chosen by and convenient to you.

If you would like to discuss possible co-operation in developing in-house training please contact:

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2 day course

Civil Law Contracts of Sale

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Understanding Civil Law Contracts of Sale (EIL2099)

■ 20-21 March 2014, Dubai, UAE

Fees £2,695

Fees include tuition documentation, lunch and refreshments. Delegates are responsible for their own accommodation. An invoice will be sent upon receipt of registration form. Please note, payment must be received prior to course start.

Register on-line at: www.euromoneytraining.com/legal

IMPORTANT INFORMATION - YOUR COURSE CODE:

EIL2099-W

Please ensure you enter your course code when registering and you will be entered into our quarterly prize draw to win £50 of Visa vouchers



Registration form

Delegate details

Surname _____ Mr/Mrs/Ms
 First name _____
 Position _____
 Department _____
 Company _____
 Address _____
 Telephone _____ Email _____

Group booking discounts** (Valid across all our courses)



2 delegates - 5% discount



3 delegates - 10% discount



4 delegates - 12% discount



5 delegates - 15% discount

** Available for delegates from one organisation attending the same course

Venue

All of our training courses are held in 4-5 star venues throughout the city in which the course is held. The training venues are selected by both their location and training and refreshment facilities. This ensures that you will only learn in comfortable and convenient environments.

Due to the variation of delegate numbers, confirmation of the venue, full address and details of how to get there can be sent to you approximately three weeks prior to the course start.

Incorrect mailing

Please accept our apologies for mail which is incorrectly addressed. Should you wish to amend the address/addressee details, please send or fax us a copy of the relevant mailing label (on the envelope or brochure) and we will update our records accordingly.

Disclaimer

Euromoney Legal Training reserves the right, in advance of the commencement date, to change or cancel any part of its published programme, or cancel the programme in its entirety due to unforeseen circumstances without penalty. We strongly suggest you do not book any travel arrangements until the course has been confirmed as taking place by a member of our staff.

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Delegates may be able to claim back VAT.

Visit www.euromoneytraining.com/VAT for more information.

Cancellation policy

Cancellation or transfer requests must be made in writing (letter or fax) and reach this office 30 working days before the course commencement date.

A full refund less a £100 administration fee will be given. Delegates who cancel less than 30 days before

the course commencement date, or who do not attend, are liable to pay the full course fee and no refunds will be granted.

If you wish to transfer to a different course within a six month period, and you have paid your course fee in full, you will be invoiced a 25% additional charge to transfer your registration and any difference in course prices. You will not incur any additional charges if you wish to send a replacement delegate and your registration meets the above terms.

Flights and hotel accommodation should only be purchased when our logistics team contact you to confirm the course venue. The attendee is solely responsible for their flight and accommodation arrangements and costs. In the unlikely event Euromoney Training should have to cancel an event it will not be responsible for any costs incurred by attendees. Euromoney therefore recommends that clients purchase fully refundable air tickets and accommodation.