

Musterklausel (insbesondere für Export- oder Importvertrag): Höhere Gewalt

„Höhere Gewalt“:

Auf Englisch:

„(1) Should either party of the Contract be prevented from performing the Contract because of Force Majeure such as war, serious flood, fire, typhoon, storm, and earthquake, or in other cases which can be recognized by both parties according to the international practice as Force Majeure, the time for execution of the Contract shall be extended by a period equivalent to the effect of those cases. Neither Party shall lodge claims for any losses thus incurred.

(2) The prevented party shall immediately notify the other party by fax of the occurrence of Force Majeure and within 14 (fourteen) days thereafter send by registered airmail to the other party a certificate issued by the authorities concerned for confirmation by the other party.

(3) When the occurrence is over, the party affected shall immediately advise the other by fax and send by registered airmail a certificate issued by the concerned authorities for the confirmation by the other party.

(4) Should the effect of Force Majeure continue for more than 60 (sixty) days, both parties shall timely settle the problems for further execution of the Contract through friendly negotiations and reach an agreement as soon as possible.“

Auf Chinesisch:

不可抗力

- 1) 如果合同的任何一方在合同执行期间，因以下不可抗力如：战争，严重水灾，火灾，台风，暴雨，及地震，或因根据国际惯例，双方共同认可的不可抗力而不能按时履行合同，应根据实际情况双方共同协商执行。**
- 2) 事故的一方应立即以传真方式将所发生事件告知另一方，并在 14 天之内以航空挂号信方式将有关政府机关所颁发的事故发生的证明寄给另一方。**
- 3) 当所发生事故结束后，事故一方应立即以传真方式告知另一方。**
- 4) 如果不可抗力事故持续 60 天以上，双方应共同协商，尽快解决合同的执行问题。**