



# Civil and commercial law contracts

## - impact of the COVID-19 epidemic on their implementation

The COVID-19 epidemic has and will have impact on activities of almost all business entities. Unfortunately, in the majority of cases this impact will be negative or very negative.

The Special Act called the Anti-Crisis Shield is the government's response to these problems. Regulations of this Act affect some sectors and some agreements binding businesspersons in a considerably significant way, while in relation some other – the impact is rather slight or indirect, or there is no such impact at all.

This means that solutions, if any, should be sought in other applicable laws. Regulations, which – although not being specific solutions created for the purpose of preventing the COVID-19 epidemic – can often provide substantial help for parties affected by consequences of the epidemic. For the same reasons, a different perspective and analysis – focused on the issues related to the epidemic – are currently required in respect of agreements binding parties.

In order to properly use the tools provided both by the regulations previously existing and those implemented by the Act, not only knowledge of these solutions, but often also thorough understanding of characteristic features of specific sectors of the economy is needed.

By combining these two skills, we are able to provide optimal support, both in terms of applying of individual legal tools limiting the harmful effect of the COVID-19 epidemic on business operations, as well as in respect of preventing a situation in which the other party tries to avoid the duty to perform a contractual obligation by invoking the epidemic without reasonable grounds.

## **SALE AND DELIVERY**

1. How do problems in the supply chain affect the implementation obligation?
2. What is the impact of staff availability issues, particularly in the case of quarantine, administrative bans?
3. Can the recipient refuse to accept goods or services on the grounds of lack of market outlets?
4. What cross-border nature of delivery prevents implementation thereof?

## **SPECIFIC WORK AND CONSTRUCTION WORKS**

1. When can the investor suspend construction?
2. When can the investor require it to be continued?
3. In what situations can the contractor claim that it is impossible to perform the contract in due time?

## **RENTAL AND TENANCY**

1. What do the Special Act regulations mean for the parties to a commercial space rental contract?
2. How can COVID-19 affect performance of office and warehouse space rental contracts?
3. What does the risk sharing, liability and sustainability of contracts look like in the world of COVID-19?

## **TRANSPORT, FORWARDING AND LOGISTICS CONTRACTS**

1. What should the cooperation of carriers, freight forwarders, logistics operators, and their clients look like in the time of crisis?
2. Force majeure versus liability, organizational and business risks, operational solutions.
3. Continuity of providing services as a superior value.

## **LEASES, CREDITS, LOANS**

1. Does the COVID-19 epidemic entitle to suspend/postpone repayment of lease/credit/loan installments?
2. How to counteract negative consequences of delays or inability of repayment?
3. What actions should the lessor, bank or lender take to secure repayment of installment (mechanisms to prevent delays or to secure claims)?

## Help in 4 steps

STEP 1. Teleconference to enable the client to present facts of his case.

STEP 2. Comprehensive analysis of the contract, including its status and stage of implementation, and preparation of a concise report with conclusions.

STEP 3. Presentation of possible solutions regarding the client's legal situation and indication of recommended scenarios.

STEP 4. Implementation of selected scenarios.

We are ready to help you find the optimal solution.

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