

EM STRASBOURG: IMPORT – EXPORT

PRACTICAL CASES

BRUSSELS 1 bis REGULATION: art. 4, 7, 25

1. A German Seller and a French Purchaser conclude a sales contract of goods specifying that the goods shall be delivered to the place of business of the French Purchaser. The contract does not contain any other clauses. German Seller is not paid in time and intends to sue French Purchaser. Which national court will have jurisdiction?
2. A German Seller and a French Purchaser conclude a sales contract of goods. The contract contains solely an INCOTERM clause EXW. German Seller is not paid in time and intends to sue French Purchaser. Which national court will have jurisdiction?
3. A German Seller and a French Purchaser conclude a sales contract of goods specifying that the goods shall be delivered to the place of business of the French Purchaser. The parties agreed orally on the jurisdiction of German Courts without any evidence of writing. German Seller is not paid in time and intends to sue French Purchaser. Which national court will have jurisdiction?
4. A German Seller and a French Purchaser conclude a sales contract of goods specifying that the goods shall be delivered to the place of business of the French Purchaser. The parties agreed in writing on the jurisdiction of German Courts. German Seller is not paid in time and intends to sue French Purchaser. Which national court will have jurisdiction?
5. A German Seller makes an offer to a French Purchaser and refers in the offer to its own General Terms and Conditions (GTC) of sale which contain a contractual clause choosing German Courts to have jurisdiction. The French Purchaser accepts the offer without making reference to its own GTC. Which national court will have jurisdiction?
6. A German Seller makes an offer to a French Purchaser and refers in the offer to its own General Terms and Conditions (GTC) of sale which contain a contractual clause choosing German Courts to have jurisdiction. The French Purchaser accepts the offer but with the reference made to its own GTC of purchase which foresee the choice of French courts to have jurisdiction. The

contract contains an INCOTERM clause (i) EXW or (ii) DAP of the Purchaser place of business. The German Seller is not paid in time and intends to sue the French Purchaser. Which national court will have jurisdiction?

7. An US-American company sales products to an Italian company without being paid. The contract does not contain any specific clauses about jurisdiction. The US-American Seller wants to sue the Italian company before Italian courts. Is this possible?
8. A Chinese company ordered a vessel from a UK company that shall be delivery in the port of Hamburg (Germany). The parties agree on the jurisdiction of the German Courts of Hamburg. Is such a contractual clause valid under art. 25 Brussels 1bis Regulation since none of the parties is established within the EU?