

# FORCE MAJEURE WAR MAP

WHERE DISPUTES EMERGE.  
WHERE POSITIONS ARE WON OR LOST.

**THE CENTRAL QUESTION**  
Not whether the event occurred, but whether you are still **PREVENTED FROM PERFORMING.**

**1. SUPPLY DISRUPTION**  
Inability to obtain goods or services from source

- Supplier FM / inability to perform
- Raw material / component shortages
- Export restrictions / sanctions
- Government actions
- Allocation / prioritisation

**KEY FOCUS:** Has allocation been prevented or merely cherry picked?

**2. LOGISTICS & ROUTING**  
Inability to move or deliver goods

- Port closures / congestion
- Vessel unavailability
- Route restrictions / security risks
- Transport and re-routing challenges
- Customs / border delays

**KEY FOCUS:** Are alternatives routes, modes or carriers available?

**5. CONTRACTUAL & NOTICE**  
Compliance and procedural requirements

- Did the event prevent performance?
- Notice: timing, content, delivery
- Conditions precedent satisfied?
- Reservation of rights
- Contractual carve-outs / exclusions

**KEY FOCUS:** Have contractual requirements been met?

**YOUR POSITION STRENGTH DEPENDS ON:**

- ✓ Actual prevention (not mere hardship)
- ✓ Availability of alternatives
- ✓ Reasonableness of mitigation
- ✓ Timeliness and compliance
- ✓ Evidence and documentation
- ✓ Commercial reasonableness

⚠ Consistency of position across your different contracts: buyer today, seller tomorrow?

**3. PAYMENT & FINANCING**  
Inability to pay or obtain financial support

- Payment blockages / liquidity
- Sanctions / banking restrictions
- Inability to secure funding
- Counterparty credit deterioration
- FX restrictions / transfer limits

**KEY FOCUS:** Is the inability to pay a result of prevention?

**6. CHAIN REACTION & ALLOCATION**  
Flow-on impact across the supply chain

- Multiple linked contracts affected
- Competing FM claims in the chain
- Who is first in line to rely on FM?
- Self-inflicted or passed-down impact?
- Allocation of scarce supply
- Supply curtailment

**KEY FOCUS:** Has allocation been prevented or merely cherry picked?

**4. DEMONSTRATION OF PREVENTION**  
The battle centre of most FM disputes

- Specify the exact obligation not performable
- Show why performance is objectively impossible or illegal
- Evidence attempts to perform / mitigate
- Show the duration and extent of prevention
- Push for supplier's FM notice / proof

**KEY FOCUS:** Demand proof of prevention at every link in the chain.

**MOST CLAIMS FAIL BECAUSE OF:**

- ✗ Inability to mitigate
- ✗ Alternative options were available
- ✗ Weak or late notice
- ✗ Lack of evidence of prevention
- ✗ Commercial unreasonableness
- ✗ **INCONSISTENT POSITIONS ACROSS CONTRACTS**  
Challenging FM as a buyer, but relying on FM as a seller in another chain.