

Hardship doložka dle Zásad mezinárodních smluv UNIDROIT

6.2.1.

(Contract to be observed)

Where the performance of a contract becomes more onerous for one of the parties, that party is nevertheless bound to perform its obligations subject to the following provisions on hardship.

6.2.2.

(Definition of hardship)

There is hardship where the occurrence of events fundamentally alter the equilibrium of the contract either because the cost of a party's performance has increased or because the value of the performance a party receives has diminished, and

- a) the events occur or become known to the disadvantaged party after the conclusion of the contract
- b) the events could not reasonably have been taken into account by the disadvantaged party at the time of the conclusion of the contract
- c) the events are beyond the control of the disadvantaged party, and
- d) the risk of the events was not assumed by the disadvantaged party.

6.2.3.

(Effects of hardship)

1. In case of hardship the disadvantaged party is entitled to request renegotiations. The request shall be made without undue delay and shall indicate the grounds on which it is based.
2. The request for renegotiation does not in itself entitle the disadvantaged party to withhold performance.
3. Upon failure to reach agreement within a reasonable time either party may resort to the court.
4. If the court finds hardship it may, if reasonable:
 - a) terminate the contract at a date and on terms to be fixed, or
 - b) adapt the contract with a view to restoring its equilibrium.

Komentář viz Ostatní.