ARTICLE 34 - Force majeure

34.1 In this Contract, force majeure shall be deemed to be any cause beyond the reasonable control of the CONTRACTOR or the PURCHASER (as the case may be) which prevents, impedes or delays the due Performance of the Contract by the obligated Party and which, by due diligence, the affected Party is unable to control, despite the making of all reasonable efforts to overcome the delay, impediment or cause. Force majeure may include, but shall not be limited to any one or other of the following:

- Any war or hostilities;
- Any riot or civil commotion;
- Any earthquake, flood, tempest, lightning, unusual weather or other natural physical disaster. Impossibility in the use of any railway, port, airport, shipping service or other means of transportation or communication (occurring concurrently);
- Any accident, fire or explosion;
- Any strike, lock-out or concerted act of workers, (except where it is within the power of the party invoking the force majeure to prevent such occurrence);
- Shortages or unavailability of materials (compounded by the same shortage or unavailability from alternative sources).

34.2 If either party is prevented from or delayed in the Performance of any of his obligations under this Contract by circumstances of force majeure, and if the affected Party has given written notice thereof to the other Party within 15 Days of the happening of such event, specifying the details constituting force majeure, with necessary evidence that a contractual obligation is thereby prevented or delayed, and that the anticipated period (estimated) during which such prevention, interruption or delay may continue, then the affected or obligated party shall be excused from the performance or punctual performance (as the case may be) of such obligation as from the date of such notice for so long as may be justified.

34.3. The PURCHASER or the CONTRACTOR (as the case may be) shall be diligent in endeavouring to prevent or remove the cause of force majeure. Either Party upon receipt of the notice of force majeure under Article 34.2 shall confer promptly with the other and agree upon a course of action to remove or alleviate such cause(s), and shall seek reasonable alternative methods of achieving the same performance objectives under the Contract.

34.4 If by virtue of Article 34.2 either of the Parties is excused from the Performance or punctual-performance of any Obligation for a continuous period of (6) months, then the Parties shall consult together to seek agreement as to the required action that should be taken in the circumstances and as to the necessary amendments that should be made to the terms of the Contract.
Referring Principles:

VI.3 - Force majeure