



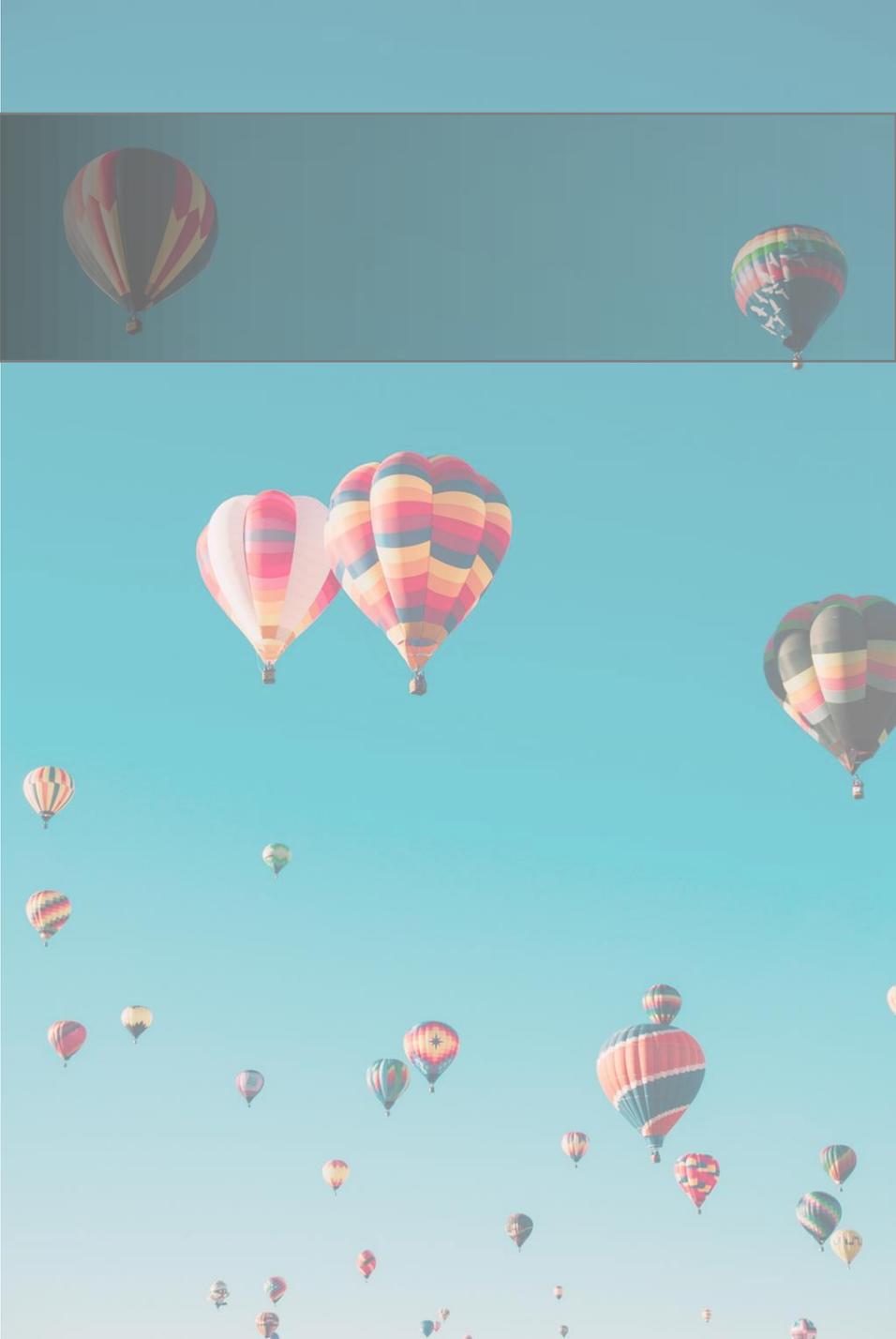
*EU and US Sanctions against Russia: What
is allowed and what is forbidden.*

*Irina Saadueva
VP legal
21.04.2020
webinar*

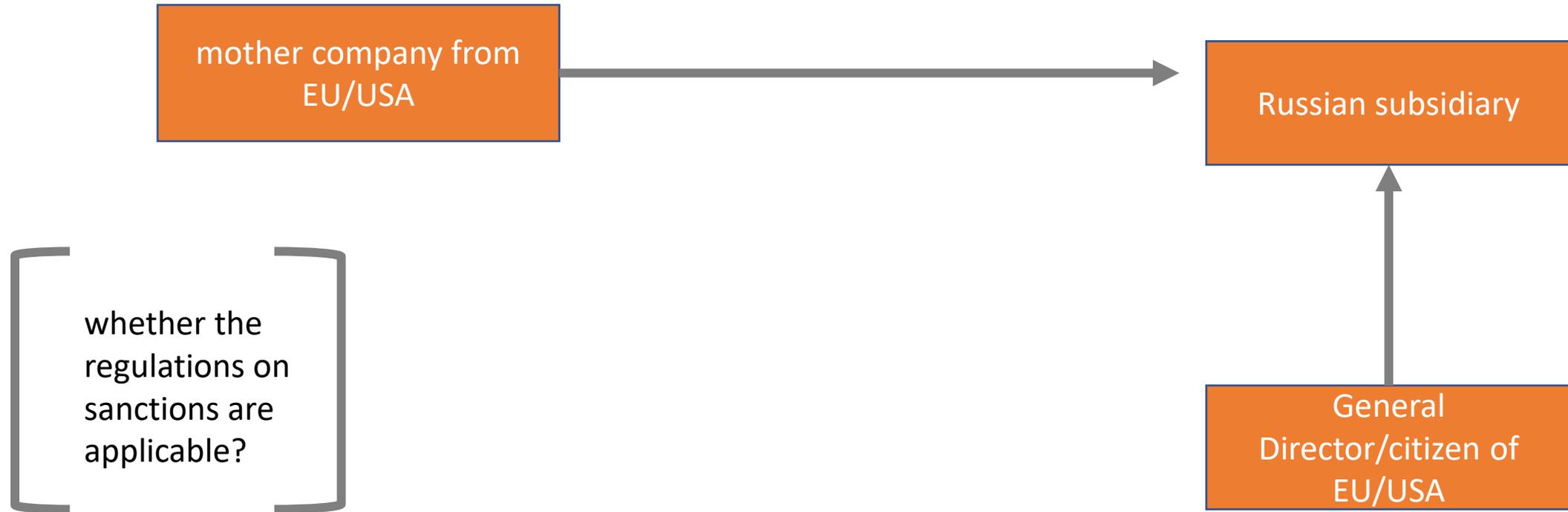
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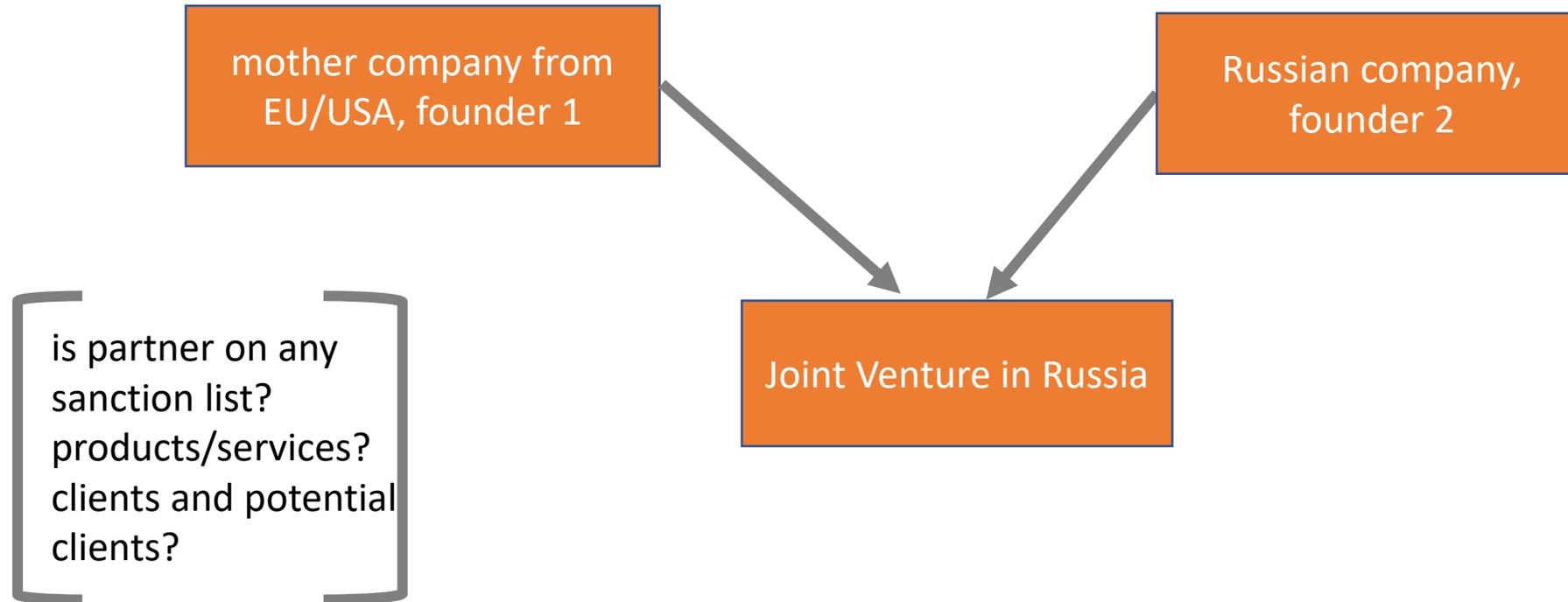
- what is allowed and what is forbidden: examples from practice
- legal qualification of the sanctions
- example of a sanction clause in the contract



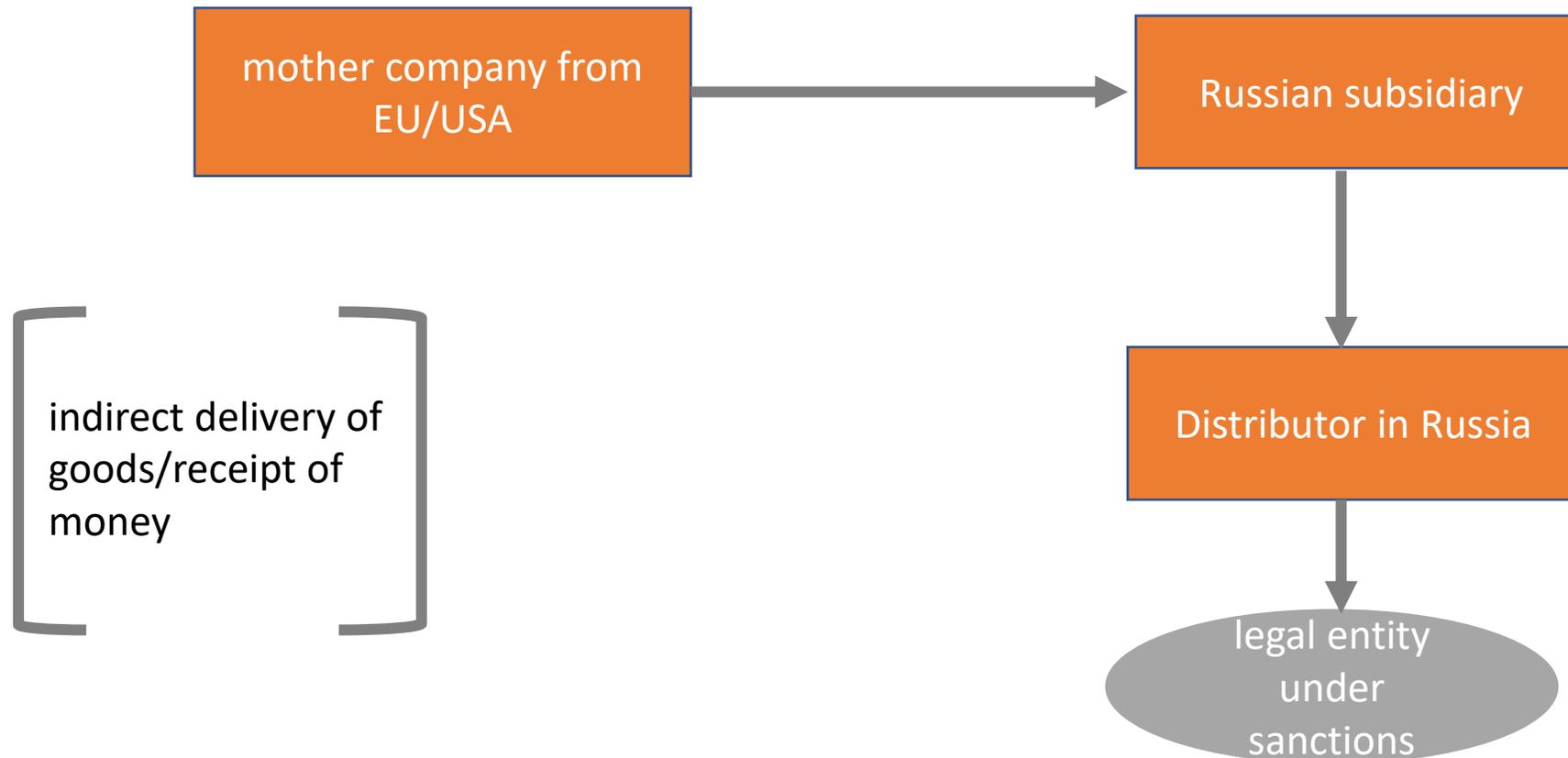
what is allowed and what is forbidden: examples from practice.



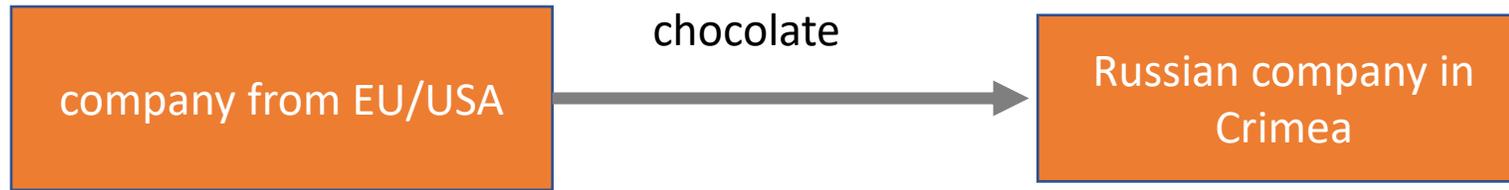
what is allowed and what is forbidden: examples from practice.



what is allowed and what is forbidden: examples from practice.



what is allowed and what is forbidden: examples from practice.



payments
conditions?
ex-post payment
might be classified
as commercial credit

what is allowed and what is forbidden: examples from practice.

- introduce compliance procedures
- check your partners and clients
- check the goods to be delivered or produced/services to be rendered
- introduce respective clauses in the agreements

legal qualification of sanctions.

- exemption from liability because of an agreement of the parties stated in the contract (p. 3 art. 401 Civil Code RF)
- force-majeure (p. 3 art. 401 Civil Code RF)
- significant change in circumstances (art. 451 Civil Code RF)
- reason for termination of an obligation by impossibility of its performance (art. 416 Civil Code RF)
- reason for termination of an obligation because of issuing a state act (art. 417 Civil Code RF)
- deal under the condition (art. 157 Civil Code RF)

example: sanction clause in a contract.

- parties confirm they are not aware of any sanctions that prevent them from fulfilling their obligations
- if sanctions are imposed or the existing ones are tightened the performance of the obligation is suspended for the duration of the sanctions
- terms of performance of obligations are extended in proportion to the duration of the sanctions (taking into account other reasonably necessary time for resuming performance), and the parties are not considered to be in arrears during the specified time period
- each party shall bear its own penalties and losses related to the sanctions, and shall not be entitled to recover such fines or losses from the other party
- if the sanctions last longer than expected (indicate a certain period of time), each of the parties has the right to unilaterally withdraw from the agreement by sending a written notification to the other party

thank you for your attention.

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