



In cooperation with the Dutch law firm De Koning Vergouwen Advocaten (DKVA), the Czech Dutch Chamber of Commerce has the pleasure of inviting you to a seminar on the following topics:

International Sale of Goods (CISG) & Legal aspects of trade with the Netherlands

Tuesday, 17 March 2015
Amsterdam

Agenda

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| 15.00 – 15.15 | Welcome
by the Embassy of the Czech Republic |
| 15.15 – 16.15 | International sale of goods (CISG)
by Brigitte Vanatova |
| 16.15 – 16.30 | Break |
| 16.30 – 17.30 | Legal aspects of trade with the Netherlands
by Michiel Verwijs |
| 17.30 – 18.00 | Q&A |
| 18.00 | Bites and drinks |

About DKVA

Founded in 1985, De Koning Vergouwen (DKVA) is a medium size law firm based in Amsterdam, serving its clients across various industries ranging from the hospitality industry, international film, real estate, temporary employment agency branch to taxi companies. For more information please visit www.dkva.nl.

Event details:

- Date:** 17 March 2015
Time: 15:00 – 19:00
Venue: DKVA office
Sophialaan 33
1075 BL Amsterdam
By: Brigitte Vanatova and
Michiel Verwijs

Registration fees:

- Free of charge for members of Czech Dutch Chamber of Commerce
- €75 (+ VAT) per attendee for any other participants

**To register or for any additional information,
please contact us on info@cdcc.nl**



Background information on the topics

International sale of goods (The Vienna Convention) versus sale of goods based on Dutch law

Vienna Convention

The United Nations Convention on Contracts for the International Sale of Goods (CISG; the Vienna Convention) is a treaty that is a uniform international sales law. As of June 2014, it has been ratified by 81 countries that account for a significant proportion of world trade, making it one of the most successful international uniform laws. The Netherlands as well as Czech Republic have ratified the convention. The CISG allows exporters to avoid choice of law issues, as the CISG offers accepted substantive rules on which contracting parties, courts, and arbitrators may rely. Unless excluded by the express terms of a contract the CISG is deemed to be incorporated into (and supplant) any otherwise applicable domestic law(s) with respect to a transaction in goods between parties from different contracting states.

It is important to know what your rights are in the case of any dispute such as payment, delivery, quality, contract termination, compensation et cetera. Furthermore it is important to know which court has jurisdiction and is competent to deal with disputes based on CISG. Is the Dutch or Czech court competent?

Brigitte dealt with many cases and she will give a presentation on this topic. In addition to this she will show some cases to you from her law practice. Brigitte was born in Prague and speaks fluent Czech, but she also speaks Dutch which is her second mother language, and English.

Legal aspects regarding trade with the Netherlands

For a small country as the Netherlands international trade has always been of vital importance and the same applies to the trade by Czech companies with the Netherlands. It is of equal importance that this trade will be regulated by agreements that are legally binding for both parties and cover everything necessary. Various legal matters are relevant to consider when trading internationally with counterparties in the Netherlands. Michiel Verwijs has extensive experience in dealing with international aspects regarding commercial trade, both in advisory work, drafting agreements and going to court. In his legal practice Michiel has often noticed that problems could have been avoided by drafting a solid agreement.

In his presentation Michiel will provide insight into the basic legal aspects of trading with a Dutch counterparties. The starting point is the drafting of a solid and binding contract. How can you make sure that your general conditions will apply to the agreement? What warranties can be agreed upon? How can you make sure that delivery and payment will be timely and complete? What legal remedies will be available if the contract is breached? If the latter is the case, who will be liable for damages? The topic will be illustrated with relevant cases from his day-to-day business.