**Force Majeure - Special Conditions during Covid-19**

This clause will be inserted into any contract or Purchase Order as a special condition and takes precedence over any existing force majeure clause.

**Force Majeure Event** with respect to a party means an event beyond the reasonable control of an affected party including:

* 1. acts of God;
  2. war, riot, insurrection, vandalism or sabotage;
  3. public health emergencies, disease, epidemics and pandemics (including events related to the SARS-CoV-2 virus and COVID-19 disease);
  4. strike, lockout, ban, limitation of work or other industrial disturbance; and
  5. law, direction, rule or regulation of any government or governmental agency and executive or administrative order or act of general or particular application.

**Force Majeure**

1. Neither party is liable for any breach of, or failure to perform, its obligations under this Agreement to the extent that the breach or non-performance resulted from a Force Majeure Event (including any staff unavailability or restrictions associated with a Force Majeure Event), provided that it promptly notifies the other party (with appropriate details) (**Force Majeure Notice**).

2.   Upon service of a Force Majeure Notice:

* + 1. the affected party must take all reasonable steps to work around or reduce the effects of the Force Majeure Event;
    2. the affected obligations are suspended for so long as they are affected by the Force Majeure Event;

the affected party will not be responsible for any loss or expense suffered or incurred by any other party as a result of, and to the extent that, the affected party is unable to perform, or is delayed in performing, its obligations because of the Force Majeure Event; and

Within 14 days, the parties will take all reasonable steps to determine the estimated length of time for which the Force Majeure Event will continue and how to proceed during that time.

3. If a Force Majeure Event continues for more than 6 months, either party may terminate this Agreement on at least 14 days’ prior written notice to the other party.