



UIA

Union Internationale des Avocats
International Association of Lawyers
Unión Internacional de Abogados

Drafting Effective International Contracts: Remedying a Breach of a Contract While Navigating the Multitude of Applicable Laws. Is There a Way Out of the Labyrinth?

Seminar presented by the UIA in collaboration with the Kraków Bar Association of Attorneys-at-law, the Kraków Bar Association and the Faculty of Law and Administration of the Jagiellonian University

**THURSDAY,
23 APRIL
& FRIDAY,
24 APRIL 2026**



Krakow

POLAND

www.uianet.org

#UIAKrakow

Introduction

The seminar is addressed to international lawyers and In-House Counsels who will to deepen their knowledge on the impact of the law applicable to the contract on the performance of the contract, taking as core example the legal and contractual remedies available in case of breach of the contract by the other party. The choice of law made during the negotiation phase of a contract determines the party's options for reacting to subsequent breaches. Unfamiliarity with the applicable law may prevent a party from using the instruments known to them from their national law.

In the context of the centenary since the foundation of UNIDROIT, we would like to present the rules of international substantive law, CISG, and UNIDROIT PICC, as an alternative to the laws of individual countries, enabling reliable and safe contracting in international trade.

Within such framework participants will analyse and discuss possible contractual solutions and will be actively involved in workshops to implement the parties' needs through clear and effective contractual clauses.

We look forward to seeing you in Krakow.

The UIA would like to thank the following partners:

Institutional Partners



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ORGANISING COMMITTEE

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Prof. Piotr MOSTOWIK

Head of Centre for Private International Law at Jagiellonian University in Krakow
Krakow, Poland

WEDNESDAY 22 APRIL

19:30 OPTIONAL WINE TASTING

Tasting of Polish wines for early comers.

Bara Wino

ul. Mostowa 1, 31-061 Kraków

THURSDAY 23 APRIL

08:00 – 09:00 KRAKOW MORNING RUN – LIKE A LOCAL!

With Zofia MATYJA, member of the Organising Committee

Departure from Hotel Stary

Szczepańska 5, 31-011 Krakow

13:00 – 13:30 REGISTRATION OF PARTICIPANTS

Hotel Stary

Szczepańska 5, 31-011 Krakow

13:30 – 14:10 WELCOME AND OPENING OF THE SEMINAR

▪ **Fernando HERNÁNDEZ GÓMEZ**, *UIA President, VAHG–Vázquez Aldana, Hernández Gómez & Asociados, Guadalajara, Mexico*

14:10 – 14:30 KEYNOTE SPEECH

▪ **Anna VENEZIANO**, *Deputy Secretary-General UNIDROIT, Roma, Italy*

BLOCK I – APPLICABLE LAW – CHOICE OF LAW AND ITS IMPACT ON REMEDIES

14:30 – 15:00 THE ROLE OF APPLICABLE LAW IN DETERMINING REMEDIES: CISG, PICC AND DOMESTIC LAWS

- How does the choice of law limit or expand available remedies?
- Can CISG and PICC be chosen as the “standalone” governing law? (only CISG, only PICC, CISG+PICC combined)
- Do you need to consider the arbitration / jurisdiction clause when choosing applicable law? Would the national judge respect the PICC as sole governing law?

SPEAKERS:

- **Jean-Paul VULLIÉTY**, *Des Gouttes & Associés, Geneva, Switzerland*
- **Michael REESE**, *President of the UIA Agrifood Law Commission, Reese LLP, New York, NY, USA*

15:00 – 15:20 CHOICE OF CISG COMBINED WITH NATIONAL LAW OR PICC; WHAT TO CONSIDER WHEN CHOOSING THE SUPPLEMENTARY DOMESTIC LAW? WHAT IS THE “BEST” SOLUTION?

- Validity of the contract
- Statute of limitations
- Set-off
- Assignment of claims
- Tort/contractual liability

SPEAKER:

- **Katharina KLINGEL**, *Brödermann Jahn Rechtsanwalts-gesellschaft MBH, Hamburg, Germany*

Programme

15:20 – 16:10 CHOICE OF A THIRD COUNTRY DOMESTIC LAW

Pros and Cons and possible Swiss/German/Italian/Spanish law as a governing law supplementary to CISG.

MODERATOR: ▪ **Stephen SIDKIN**, *UIA Director - Membership Development, Fox Williams LLP, London, UK*

SPEAKERS:

- **Giovanni ZAGRA**, *Zagra Avvocati in Alliance with BMLEX, Milan, Italy*
- **Manuel KASTNER**, *BRP Renaud und Partner mbB, Stuttgart, Germany*
- **Martin WIEBECKE**, *Anwaltsbüro Wiebecke, Kuesnacht, Switzerland*
- **Katarzyna WASOWICZ**, *Wasowicz Abogados, Torrevieja, Spain*

16:10 – 16:40 COFFEE BREAK

16:40 – 17:00 UNIDROIT PRINCIPLES AS A NEUTRAL SOLUTION

- When and why should PICC be incorporated into contracts?
- Interaction between PICC, CISG and domestic law
- The Tripartite Guide (HCCH, UNCITRAL and UNIDROIT) on Uniform Instruments in the Area of International Commercial Contracts, with a Focus on Sales

SPEAKERS:

- **Paolo LOMBARDI**, *Studio Legale Elexi, Turin, Italy*
- **Philippine BEERMAN**, *AKD Benelux Law Firm, Rotterdam, The Netherlands*

17:00 – 18:00 MANDATORY RULES AND PUBLIC POLICY: DO THEY OVERRIDE CONTRACTUAL REMEDIES?

- Are limitation of liability clauses always enforceable?
- Statutory restrictions in Polish, French, Hungarian, and Italian laws

MODERATOR: ▪ **Barbara JELONEK-JARCO**, *PhD, the Jagiellonian University, UIA National Representative in Poland, KKG Legal, Krakow, Poland*

SPEAKERS:

- **Prof. Piotr MOSTOWIK**, *Head of Centre for Private International Law at Jagiellonian University in Krakow, Poland*
- **Edyta FIGURA-GÓRALCZYK**, *PhD, The Jagiellonian University in Krakow, Poland*
- **Virginie BERNARD**, *Artlex Cabinet D’Avocats, Paris, France*
- **Eva KERTÉSZ**, *UIA National Representative – Hungary, Kun & Partner, Budapest, Hungary*
- **Simonetta BENENTI**, *Studio Legale Avv. Simonetta Benenti, Turin, Italy*

18:00 – 18:30 TIME FOR DISCUSSION

20:00 OPTIONAL DINNER

Trzy Rybki Restaurant

ul. Szczepanska 5, Krakow 31-011, Poland

FRIDAY, 24 APRIL

BLOCK II – CISG AND UNIDROIT PICC AS THE INTERNATIONAL FRAMEWORK

08:45 – 09:00 REGISTRATION OF PARTICIPANTS

Hotel Stary

Szczepańska 5, 31-011 Krakow

09:00 – 09:45 HARDSHIP AND FORCE MAJEURE – HOW DO DIFFERENT SYSTEMS DEAL WITH UNFORESEEABLE EVENTS?

- PICC (Arts. 6.2.1–6.2.3) renegotiation duty vs no duty in common law
- CISG (art. 79) force majeure – Hardship?
- United States
- Poland
- Hungary
- Czech Republic

▪ Moderator to be confirmed

SPEAKERS:

- **Olga SZEJNERT-ROZSAK**, Secretary of the Council of the Evangelical Educational Society Foundation, Partner with SWKS, Warsaw, Poland
- **Benjamin STRAUSS**, McDermott Will & Schulte, Wilmington, DE, USA
- **András Daniel LÁSZLÓ**, Szecskay Attorneys At Law, Budapest, Hungary
- **Slavomir HALLA**, Legal supervision of strategic investments, Brno, Czech Rep.

09:45 – 11:15 PRACTICAL WORKSHOP 1: DRAFTING CHOICE OF LAW CLAUSES + FORUM SELECTION

- Combining CISG, PICC, and national law in one contract.
- Can PICC be chosen as “governing law”?

MODERATORS:

- **Paolo LOMBARDI**, Studio Legale Elexi, Turin, Italy
- Moderator to be confirmed

11:15 – 11:45 COFFEE BREAK

BLOCK III –

11:45 – 12:30 REMEDIES IN SELECTED JURISDICTIONS

- US: damages
- Poland
- France
- Japan
- Czech Republic

MODERATOR:

- **Lynne OSTFELD**, Lynne R. Ostfeld Pc, Chicago, IL, USA

SPEAKERS:

- **Zofia MATYJA**, Zofia Matyja Kancelaria Adwokacka, Krakow, Poland
- **Nathalie SINAVONG**, LMT Avocats, Paris, France
- **Masako TAKAHATA**, Exponential Design Inc., Tokyo, Japan
- **Heiko GRUENWALD**, Smith Gambrell & Russell LLP, Atlanta, GA, USA
- **Lars KLETT**, UEPA advokáti, Prague, Czech Rep.

12:30 – 13:00 REMEDIES UNDER CISG AND UNIDROIT PRINCIPLES

Specific Performance, Price Reduction, Damages, Avoidance

- Principle of cumulative remedies under CISG vs national law

Remedies under UNIDROIT Principles: A Flexible Toolbox

- Right to cure, termination, hardship, renegotiation duty
- PICC as a bridge between common law and civil law

SPEAKERS:

- **Francisco RAMOS ROMEU**, UIA President of Private International Law, Barcelona, Spain
- **Christoph OERTEL**, UIA Deputy Director – Commissions, Brödermann Jahn Rechtsanwalts-gesellschaft Mbh, Hamburg, Germany

13:00 – 14:30 LUNCH

14:30 – 14:50 INJUNCTIONS AND SPECIFIC PERFORMANCE IN COMMON LAW SYSTEMS: UNDERSTANDING THE LIMITS AND PRACTICAL APPLICATION IN ENGLISH LAW

SPEAKER:

- **Stephen SIDKIN**, UIA Director of Membership Development, FOX Williams LLP, London, United Kingdom

14:50 – 15:10 MATERIAL BREACH/FUNDAMENTAL BREACH

SPEAKER:

- **Claudio PERRELLA**, RP Legal & Tax, Turin, Italy

15:10 – 16:00 PLAY ROLE INTERVIEW SPEAKERS MANAGING Q&A: TYPES OF BREACHES: ARE THEY OR ARE THEY NOT FUNDAMENTAL BREACHES: “E.G. REFUSAL TO PERFORM, LATE DELIVERY, DELAY IN PAYMENT, INSOLVENCY?”

- Should the parties label in the contract what they consider fundamental breach?
- Should the parties pay attention to contractual wording? e.g. “time is of the essence” German speaker that can address the German Covid -19 face masks decisions of January/February 2025
- How do different systems treat “essential obligations”?
- Does a “time is of the essence” clause affect breach qualification?
- How to draft a letter of termination: practical tips on how to draft it, possible challenges according to case law (e.g. too late?? (e.g. art. 49 CISG §2 (b)))

MODERATOR: ▪ **Alexis BRUNET**, President of the UIA In-House Counsel commission, ADM Germany, Hamburg, Germany

SPEAKERS:

- **Masako TAKAHATA**, Exponential Design Inc., Tokyo, Japan
- **Magdalena JABCZUGA-KUREK**, Deputy Legal Director Canpack S.A., Krakow, Poland
- **Anna KLEIN**, Anna Klein Avocat, Marseille, France
- **Slavomir HALLA**, Legal supervision of strategic investments, Brno, Czech Rep.

16:00 – 16:30 COFFEE BREAK

16:30 – 17:30 WORKSHOP 2: REMEDIES IN ACTION – COMPARATIVE CASE STUDY (FRIDAY)

- Scenario: late delivery, quality defects, non-payment.
- How would England, Switzerland, Germany, France, Spain, Italy, Poland resolve the case?
- Does PICC offer a better solution?

MODERATORS:

- **Diego SALUZZO**, *UIA Director of Publications, Grande Stevens Studio Legale, Turin, Italy*
- **Additional moderators to be confirmed.**

17:30 – 18:00 UNIDROIT: UNIFIED RULES FOR CONTRACTS, WORKING IN THE SAME WAY ALL AROUND THE WORLD? A WAY OUT OF THE MAZE OF NATIONAL LAWS?

SPEAKER:

- **Eckart BRÖDERMANN**, *Brödermann Jahn Rechtsanwalts-gesellschaft mbH, Hamburg, Germany*

19:30 FAREWELL COCKTAIL kindly offered by KKG Legal
JAMA MICHALIKA
Floriańska Street 45, 31-019 Krakow

SATURDAY, 25 APRIL

10:00 KRAKOW CITY TOUR

With Barbara Barbara JELONEK-JARCO and Michal ROSZAK, members of the Organising Committee

Departure from Hotel Stary
Szczepańska 5, 31-011 Krakow



Union Internationale des Avocats
International Association of Lawyers
Unión Internacional de Abogados

28 OCTOBER
1 NOVEMBER
2026

MAR
RAK
ECH

70th UIA
CONGRESS

SAVE
THE DATE



#UIAMARRAKECH

General Information

SEMINAR VENUE

HOTEL STARY

Szczepańska 5,
31-011 Krakow, Poland
T +48 12 384 08 08

→ CONTINUING LEGAL EDUCATION

Every participant attending the seminar will receive a "Certificate of Participation" at the end of the event that may be used to obtain "Credits" for "Continuing Legal Education" – "Continuing Professional Development" purposes, depending on national rules.

For more information, please contact the UIA.

→ LANGUAGE

The working language will be **English**.

→ HOTEL RESERVATION

A limited number of rooms have been pre-booked at a preferential rate. Reservations should be made directly through the hotel. Credit card details must be given in order to secure your reservation. Please note that the number of rooms is limited. We recommend that you proceed with your reservations as soon as possible.

HOTELS

HOTEL STARY (5*)

Szczepańska 5, 31-011 Krakow, Poland
T +48 12 384 08 08
stary@hotel.com.pl
<https://stary.hotel.com.pl/hotel-stary>

Conditions: The special conference rate is **available until 9 March 2026**. After this date, please inquire directly with the hotel which can accept reservations based on a space- and rate available basis.

→ REGISTRATION FEES

<i>*Amounts exclusive of VAT</i>	On or before 23 March	From 24 March
UIA MEMBER	<input type="checkbox"/> € 395*	<input type="checkbox"/> € 445*
UIA MEMBER - YOUNG LAWYER (<35)**	<input type="checkbox"/> € 295*	<input type="checkbox"/> € 345*
NON-MEMBER	<input type="checkbox"/> € 445*	<input type="checkbox"/> € 495*
NON-MEMBER - YOUNG LAWYER (<35)**	<input type="checkbox"/> € 345*	<input type="checkbox"/> € 395*
POLISH PARTICIPANTS	<input type="checkbox"/> € 250*	

Fees include:

- Attendance at all working sessions
- Coffee breaks on 23 & 24 April
- Closing cocktail on 24 April
- Seminar documentation
- Lunch on 24 April

The dinner on Thursday, 23 April and the wine tasting on Wednesday, 22 April are optional and at additional charge.

** The VAT (23%) can be applied to the amount stated above according to the European Directive 2006/112/CE of November 28, 2006. If you provide an **EU VAT ID number**, the VAT will not be charged. For more information, please contact the UIA.*

*** Please attach proof of age to the registration form to benefit from young lawyers fee.*

Please note that the number of places at the seminar is limited. The organisers reserve the right to refuse registrations in the event of excess applications.

In order for your name to appear in the **list of participants**, which will be distributed during the seminar, your registration form must be received by on or before **16 April**. An updated electronic list will be sent by email to all the participants after the seminar.

RATES

Double room for single use **820 PLN per room/night**
Double room for double occupancy **960 PLN per room/night**

Prices per room per night
Breakfast and taxes included.

Reservations can be made by clicking on the following booking link:
[Book your room](#)

Cancellation and General Conditions

→ CANCELLATION CONDITIONS

All cancellations will be subject to a 50% deduction and will have to be sent in writing, to be received by the Union Internationale des Avocats **no later than 23 March 2026**.

No refund will be made for cancellations received after this date.

VISAS

Anyone who requires a visa invitation letter in order to attend the seminar should register and pay their registration fees **no later than 23 March 2026** to ensure there is enough time to obtain a visa.

All cancellations will be refunded in full, minus €50 + VAT to cover administrative costs, provided that the UIA has received the registration documents and **total registration fees no later than 23 March 2026** and the **cancellation** will have to be sent in writing **no later than 16 April 2026**.

If you register after this date, only 50% of the amount paid minus €50 + VAT to cover administrative costs will be refunded for cancellations due to visa refusals.

All cancellations due to a visa refusal must be sent in writing and reach the UIA **before the seminar**. Cancellations must be accompanied by a **proof of visa refusal**.

If your visa is issued after the seminar date or if you do not have proof of visa refusal, you will not be entitled to a refund.

→ GENERAL CONDITIONS

All registrations received by the Union Internationale des Avocats (UIA) along with the full payment of fees corresponding to the events selected will be confirmed in writing.

The UIA reserves the right to cancel or postpone the seminar to a later date, change the seminar venue and/or programme, make any corrections or modifications in the information published in the seminar programme and cancel any invitation to participate in the seminar, at any time and at their entire discretion, without having to provide any reasons.

Participation in UIA activities is conditional upon adherence to and compliance with the [UIA Code of Conduct](#). Failing this, the UIA reserves the right to refuse registration for the said activity.

Neither the UIA, nor any of its managers, employees, agents, members or representatives shall be held responsible for any loss or damage of any nature suffered (directly or indirectly) by a delegate, accompanying person or a third party following any cancellations, changes, postponements or modifications, except in case of death or personal injury due to gross negligence by the UIA.

The UIA strongly advises participants to subscribe to modifiable and/or refundable services, as well as to take out cancellation insurance.

The contractual relations between the UIA and each participant (delegate or accompanying person) in relation to the seminar are subject to French law and jurisdiction, to the exclusion of any other law. Paris is the city of jurisdiction.

FORMALITIES

It is the responsibility of participants to ensure compliance with police, customs and health formalities for their journey. Participants unable to take part in the seminar because of their inability to take a flight or any other means of transportation due to being unable to provide the documents required (passport, visa, vaccination certificate, etc.) cannot claim any reimbursement.

FORCE MAJEURE

“Force majeure” means any events external to the parties, of both an unforeseeable and insurmountable nature that prevents either the client or the participants, or the agency or service providers involved in organising the seminar, from executing all or part of the obligations provided for in the present agreement. By express agreement, such will be the case in the event of a strike affecting the means of transport, hotel staff, air traffic controllers, an insurrection, a riot or any prohibition whatsoever decreed by governmental or public authorities.

It is expressly agreed that for the parties, a case of force majeure would suspend the execution of their reciprocal obligations. At the same time, each of the parties shall bear the burden of all the expenses incumbent upon them, resulting from the case of force majeure.

HEALTH

The organisers decline any responsibility in case of any health problems existing prior to the seminar that may lead to complications or be aggravated during the entire period of the stay: pregnancy, cardio-vascular problems, any allergies, special diets, any disorders under treatment and not yet consolidated on the day the seminar starts, psychic or mental or depressive illness, etc. (Non exhaustive list).

PERSONAL DATA PROTECTION

Personal data collected is processed by the Union Internationale des Avocats, in its capacity as data controller. The data is used to manage registrations for events organised by the Union Internationale des Avocats.

In accordance with the applicable regulations, you have the right to access, rectify and delete your personal data, as well as the right to data portability. You may also withdraw your consent to the processing of your personal data at any time or request that such processing be restricted.

Finally, you have the right to specify instructions concerning the fate of your data in the event of your demise.



Union Internationale des Avocats
International Association of Lawyers
Unión Internacional de Abogados

Registration Form

Drafting Effective International Contracts: Remediating a Breach of a Contract While Navigating the Multitude of Applicable Laws. Is There a Way Out of the Labyrinth?

KRAKOW, POLAND

THURSDAY, 23 APRIL & FRIDAY, 24 APRIL 2026

Register online at www.uianet.org or please complete and return this form to: uiacentre@uianet.org

UIA (International Association of Lawyers)

■ Tel: +33 1 44 88 55 66 ■ Email: uiacentre@uianet.org

Family Name:

First Name:

UIA Identification number (if you already have one): M I _ _ _ _ _

Firm:

Address:

Post Code: City:

Country:

Tel: Fax:

Email:

Date of Birth:

EU VAT ID-Number:

Special requests (special diet, allergies, handicap...):

Arrival/departure times & flight numbers:

Hotel:

A. SEMINAR REGISTRATION FEES

*Amounts exclusive of VAT	On or before 23 March	From 24 March
UIA MEMBER	<input type="checkbox"/> € 395*	<input type="checkbox"/> € 445*
UIA MEMBER - YOUNG LAWYER (<35)**	<input type="checkbox"/> € 295*	<input type="checkbox"/> € 345*
NON-MEMBER	<input type="checkbox"/> € 445*	<input type="checkbox"/> € 495*
NON-MEMBER - YOUNG LAWYER (<35)**	<input type="checkbox"/> € 345*	<input type="checkbox"/> € 395*
POLISH PARTICIPANTS	<input type="checkbox"/> € 250*	

* The VAT (23%) can be applied to these amounts according to the European Directive 2006/112/CE of November 28, 2006.

If you provide an EU VAT ID number, the VAT will not be charged. For more information, please contact the UIA.

** Please attach proof of age to the registration form to benefit from young lawyers fee.

B. SEMINAR SOCIAL ACTIVITIES

Please indicate below whether you plan to attend the following event **included** in the cost of your registration.

- Lunch – Friday, 24 April Closing Cocktail – Friday, 24 April

C. OPTIONAL DINNER

(**Not included** in the registration fees)

- Optional Wine Tasting – Wednesday, 22 April
• Please book person(s) for the dinner € 50 (Excl. VAT) x ___ / pers €
- Optional Dinner – Thursday, 23 April
• Please book person(s) for the dinner € 100 (Excl. VAT) x ___ / pers €
- TOTAL (C) (Excl. VAT) €

D. TOTAL

TOTAL (A) Excl. VAT – Registration Fees €

TOTAL (C) Excl. VAT – Optional Dinner €

TOTAL (A+C) Excl. VAT €

VAT IF APPLICABLE (23%)* €

If you provide an EU VAT ID number, the VAT will not be charged

TOTAL (A+C+VAT) €

E. CANCELLATION CONDITIONS AND GENERAL CONDITIONS

I, the undersigned, confirm having read and accepted the cancellation policy and the general terms and conditions given on page 6 of the registration programme. My registration will only be taken into account after receipt of my payment.

The participant is aware that his/her image and/or voice may be recorded or filmed during the entire duration of the seminar and, by signing this registration form, grants UIA the right to use, reproduce and distribute the concerned images and recordings by any known or unknown means and on all types of media, for an unlimited duration, completely free of charge.

The undersigned acknowledges having been informed of the processing of the personal data contained in this form by UIA, as detailed on page 6 of the registration programme.

F. METHOD OF PAYMENT

- By bank transfer in **EUR**, without charges to the payee, in favour of the Union Internationale des Avocats, quoting “**2026 Krakow Seminar**”, to the following bank and account:

Société Générale – Agence Paris Institutionnels – 50 rue d’Anjou – 75008 Paris – France

BIC / SWIFT N°: SOGEFRPP

IBAN: FR76 3000 3033 9200 0503 4165 164

Kindly attach a copy of your bank transfer order to your registration form

- By credit card: Visa Mastercard

Card N°: _____ Expiry date: __/__/__ 3 digits: ___

Name of card holder:

I authorise the Union Internationale des Avocats to debit the above mentioned credit card in the amount of € (**EUR**)

Date: / /

Signature: