



## INVISIBLE TERMS AND CREATIVE SILENCE IN B2B WARRANTIES

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Getting warranty terms wrong can be expensive, especially in international trade. If a company has been engaged in domestic dealings and starts selling or purchasing internationally, its basic assumptions as to language, abbreviations (such as FOB and CIF), notices, time limits, etc., may require rethinking. More attention needs to be paid to choices of words – or lack of words, *silence*: missing language, tacit assumptions, ‘self-evident’ omitted items, and *invisible terms*.

If something goes wrong and the contract is silent, gap-filling laws and implied terms come into play. The law may actually write your warranty for you. This may be good news or bad news. You (or your contracting partner) may *use silence creatively* – but do you really want this to happen? Probably not, if you want to prevent unnecessary misunderstandings, claims, and disputes and promote successful business relationships.

Using a Quick Quiz and examples, this interactive presentation will demonstrate how *silence* and *invisible terms* in cross-border dealings can help you – or hurt you. It will illustrate real-life problems frequently encountered in global supply chains and how these problems can be overcome.

Participants will learn the following:

- Why basic *legal literacy* is increasingly important for warranty professionals involved in international dealings.
- How simple choices of words can be used to prevent problems.
- Five key questions to ask when agreeing about (or passing on) warranty terms.