

3. IF THE ANSWER NO. 2 IS AFFIRMATIVE, WHAT ARE THE LEGAL CONSEQUENCES, E.G. IN TERMS OF EXEMPTION OF LIABILITY FOR A SERVICE PROVIDER?

ITALY	<ul style="list-style-type: none"> ▪ Given the nature of secondary source, of which to the decree under A/2) hereof, it is correct to believe that such sole regulations do not determine any consequences as for the responsibility of the service provider.
DENMARK	<ul style="list-style-type: none"> ▪ N/A
FINLAND	<ul style="list-style-type: none"> ▪ Legal consequence (of force majeure) according to acts above is either exemption of performance or exemption of penalty interest.
SWEDEN	<ul style="list-style-type: none"> ▪ See sub 1)
PORTUGAL	<ul style="list-style-type: none"> ▪ N/A
GREECE	<ul style="list-style-type: none"> ▪ N/A
THE NETHERLANDS	<ul style="list-style-type: none"> ▪ See sub 2)
SPAIN	<ul style="list-style-type: none"> ▪ N/A
FRANCE	<ul style="list-style-type: none"> ▪ The counterparty may be exempted from its contractual liability if it can prove that the failure to meet its obligations is due to a force majeure event, i.e. see article 1148 of the Civil code of France. Consequently, that counterparty has to prove it was totally impossible for it to perform its obligations. ▪ Furthermore, it should be pointed out that the force majeure doctrine is not a public order regime. The parties to a contract may freely define the content and the consequences of a force majeure event. ▪ However, according to legal doctrine, force majeure cannot exempt the debtor of its obligation to make cash payment (for example in case of a cash settlement); by nature, money is a fungible good. It is not impossible to execute a financial obligation, because it is always possible for the debtor to find the same quality and quantity of money, whatever the cost could be.
GERMANY	<ul style="list-style-type: none"> ▪ N/A