5. IS A DISTINCTION MADE BETWEEN 'INTERNAL' AND 'EXTERNAL' STRIKES, I.E. EXTERNAL EVENTS, WHICH COULD DIRECTLY AFFECT/IMPAIR THE ACTIVITY OF THE COUNTERPART?	
ITALY	▪ See sub A/4)
DENMARK	▪ See sub A/4)
FINLAND	▪ There is no significant distinction between internal and external strikes.
SWEDEN	▪ No
PORTUGAL	▪ The Portuguese doctrine distinguishes between an internal and external strike and considers that an external strike may constitute an event of force majeure, depending upon the particular circumstances of the case and after verified the referred general requirements – external and unforeseen event beyond the debtor's control - of force majeure cases.
GREECE	▪ See sub A/4)
THE NETHERLANDS	▪ Several situations can be distinguished. In this respect it is assumed that the obligor is actually prevented in the performance of his obligation by the collective action, and there is no other way, f.i. by way of the involvement of a third party, to meet his obligation. ▪ Firstly there is the situation that the collective action is taken by the persons referred to in Section 6:76 DCC of the obligor. It is argued that if this failure in the performance were to be his own the obligor would be responsible towards the obligee on the basis of Section 6:75 DCC and accordingly he is also responsible on the grounds of Section 6:76 DCC. ▪ Secondly there is the situation that the persons of the obligor who fall within the scope of Section 6:76 DCC are prevented by other persons, who take collective action e.g. a blockade, from the performance of their obligations. ▪ Legal commentators held that in case these strikers work for the obligor this is attributable to the obligor on the basis of generally accepted principles. On the other hand if the collective action and the strikers are not in any way connected with the obligor, in principle this is not attributed to the obligor.
SPAIN	▪ See sub A/4)
FRANCE	▪ Traditionally defined in case law and legal doctrine, a force majeure event has to be exterior (or "external") to the counterparty, which means the event must not be dependant upon the debtor's conduct (the force majeure event is not the result of an event internal to the debtor). When the cause of a strike is internal (for example a strike motivated by salary demands or general working conditions), it cannot be considered as a force majeure event.
GERMANY	▪ In case law and legal doctrine a difference is made between strikes of employees of one of the contracting parties and the strike of employees of other companies that indirectly affect one party. There also is a differentiation between legal and illegal strike. Most of the details are still disputed. ▪ There is an opinion that (unless the contract expressly provides otherwise) the party is liable for a strike of its own employees, as employees are in the sphere of that party. On the other hand, there is an opinion saying that a legal strike cannot be the basis for a claim for damages as the right to strike is an institutional right and thus the risk cannot be allocated to the employer alone. ▪ If a trade dispute is illegal, one opinion states that the party whose ability to perform is affected by the strike does not have to take the responsibility for it and does not have to pay damages, unless it has for some reason caused the dispute, i.e. by shutting the employees out. Other writers are of the opinion that there always is a liability of a party for illegal strikes. ▪ For external strikes the party indirectly affected by it cannot be held liable.