Durée de l’épreuve : 1 heure.

Traitez les questions suivantes :

I. Treat the following problem

1) B. Co. orders goods to S. Co. by a purchase order which describes the goods and indicates the quantities ordered on its face, and states “subject to the terms on the back of the form”, one of which is that all contracts are fixed price. S. Co. sends back an acknowledgement “accepting your order subject to our terms on the back of this form”, one of which is a price variation clause. At the time of delivery costs have increased so much that the sellers claim an additional sum due under the price variation clause. Is there a contract? Justify your answer.

2) Supposing that the goods were delivered by S. Co. and accepted by B. Co. before the difference in the terms was noticed, whose terms are to be applied?

3) Suppose that B. Co. and S. Co. concluded the contract by a telephone conversation and that each submitted to the other its standard form conditions after the making of the contract. S. Co.’s conditions contain an exclusion clause. Advise B. Co. (12 points)

II. In case of breach of contract when is the injured party justified in treating the contract as at an end? What is the main characteristic of that rescission de futuro? (8 points)