



These updates (Copyright 2013, 14) apply to CCCM, CFCM and CPCM...

### **Special reading - implications of the latest case law**

As of 2013, there are cases with important points that deserve your attention:

- One cannot 100% avoid liability simply by passing responsibility for waste management to a contractor.
- Contracts containing warranties should use wording that is consistent with the parties' intentions (which may be shown by facts) when entering into the agreement.
- When limiting liability for breaches one should make sure such limitation is proportionate to the insurance cover.
- When terminating a contract with an agent one may still be required to pay it compensation even though the agent has misconduct which amounts to a breach.
- Promises or representations made by a party during negotiation may be enforced by the other party even though these promises or representations are not contained in the final contract.

- When entering into commercial contracts terms such as the duty to act in good faith may be implied when both parties had shared an expectation that the relevant values and norms should apply.