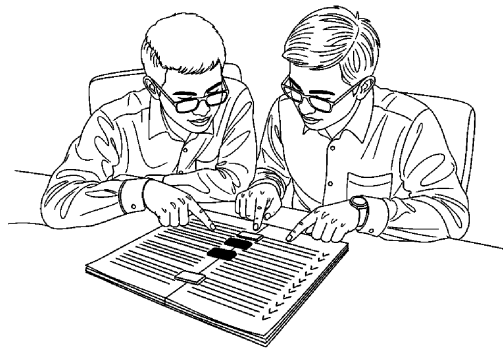


NICHE-SEARCH

WORKSHEET 6 OF 9

Force-Majeure Invocation Worksheet

Use when a force-majeure event has occurred or is imminent — either to invoke it on your side or to evaluate whether the other party's invocation is contractually valid.



Complementary worksheet for
Contract Negotiation Tactics
by Ibrahim Anwar

What This Is For

Force majeure is not self-executing. Articles 1244–1245 of the Civil Code provide a general basis, but invoking force majeure without a contractually defined procedure is a source of dispute, not a protection. The clause is useful only if: the event qualifies under the contract's definition, the notification was sent within the required period and by the required method, the invoking party can demonstrate they took reasonable steps to mitigate despite the event, and the consequences — whether the contract pauses, adjusts, or terminates — are clearly defined. Any gap in that chain can be contested by the other party.

This worksheet is used in two directions. When you are invoking force majeure: it ensures every procedural requirement is met before the notice goes out. When the other party is invoking it against you: it provides a framework for evaluating whether their invocation is contractually valid or whether you have grounds to contest it. Both applications require reading the contract clause, not relying on a general understanding of what force majeure means.

Benefits

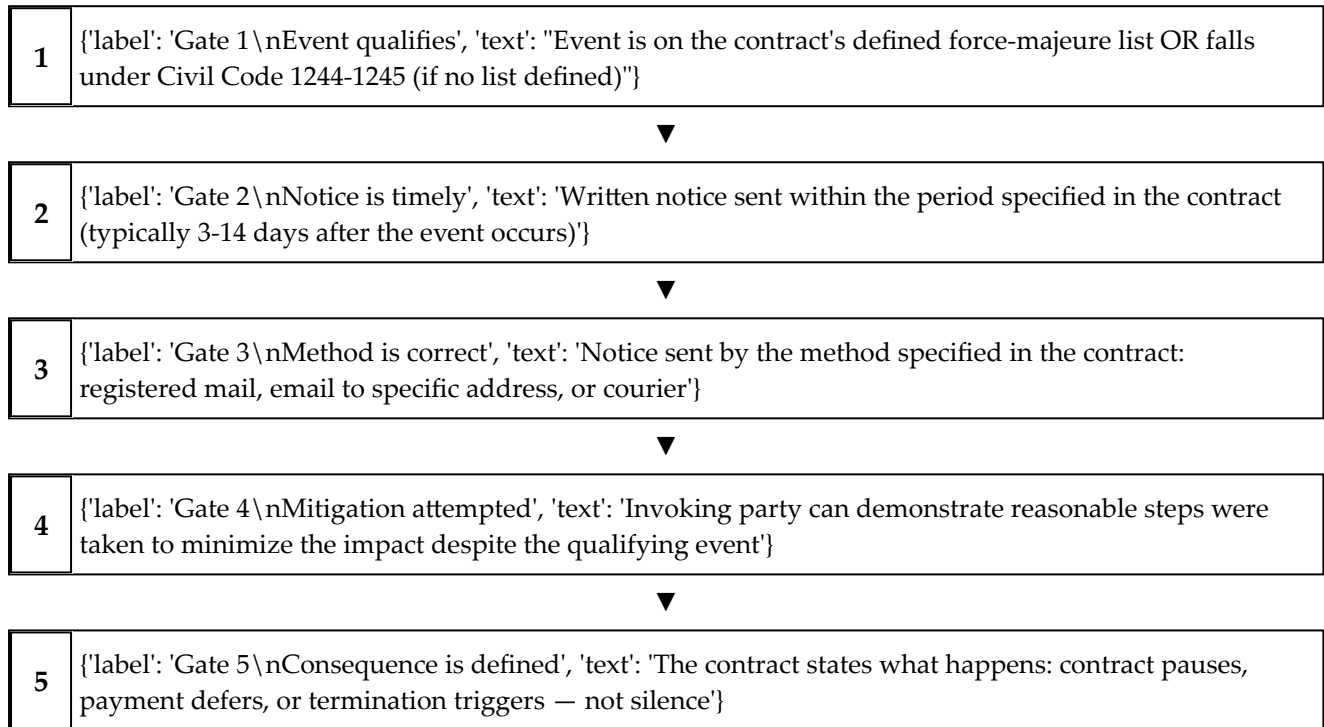
What you get when you actually run this worksheet on a real situation:

- Prevents a procedurally defective force-majeure notice — the most common reason a valid claim fails in arbitration.
- Identifies the specific notification deadline from the contract, which starts running from the day of the event, not from when you decide to act.
- Checks whether payment obligations are paused, deferred, or continue running during the force-majeure period — a distinction that creates significant cash flow consequences.
- Builds the evidence documentation baseline from the first day of the event, when evidence is freshest and easiest to gather.
- Provides a factual basis for contesting the other party's force-majeure claim if their notice was defective or their event does not qualify under the contract's definitions.

Framework To Use

— Invocation Validity Gate

A force-majeure claim is valid only if it passes all five gates. A failure at any gate means the claim is either defective or contestable.



How To Use

Follow these steps in order. Each one builds on the previous.

- 1 Locate the force-majeure clause in the contract. Write the article reference. If no clause exists, write 'None — Civil Code 1244-1245 applies' and note that without a defined list, any claim will require evidence that the event was unforeseeable and outside both parties' control.
- 2 Check whether the event qualifies under the contract's defined list. Write Yes, No, or Partial in column three. If the list is exhaustive ('only the following events qualify') and the event is not on it, the claim is very difficult to sustain.
- 3 Find the notification deadline: how many days after the event must notice be sent? Mark that date as your action deadline in column five. This clock starts on the day the event occurs, not the day you decide to invoke force majeure.
- 4 Check whether written notice has been sent or received. Note the date, method (registered mail, email, courier), and the specific address or person it was sent to. If the contract requires registered mail and you sent an email, the notice may be procedurally defective.
- 5 Read the force-majeure consequence clause. Does the contract say the contract pauses, that obligations adjust, or that termination is triggered after a defined duration? If the payment obligations are not specifically paused or deferred, they continue running despite performance being suspended.
- 6 Check whether the contract imposes an obligation to mitigate: the invoking party must take reasonable steps to minimize the impact despite the qualifying event. Document what mitigation steps are being taken from the first day of the event.
- 7 If the event is expected to last longer than a defined period (typically 60–90 days), check whether the contract gives either party the right to terminate without penalty after that threshold is crossed.
- 8 Gather and organize evidence: official government declarations, weather service records, supply chain disruption reports from independent sources. Evidence gathered on the day of the event is worth more than evidence reconstructed three weeks later.

Example Use

A food distributor's primary supply route is blocked by severe flooding for three weeks. The contract with their main corporate buyer requires monthly delivery of \$85,000 in goods. The operator needs to invoke force majeure.

The operator opens the contract. The force-majeure clause is in article 11. The defined list includes: natural disaster, flood, earthquake, government-declared emergency, and epidemic. The current event (flooding) is on the list. Gate 1 passes.

The notification deadline: article 11 states notice must be given within 5 business days of the event. The flooding began on a Monday. Five business days later is the following Monday. Gate 2: notice must go out by Monday at the latest.

The method required: registered mail to the buyer's legal address, with a simultaneous copy by email to the contract manager named in article 16. The operator prepares the notice and sends it by registered mail on Wednesday, with the email copy simultaneously. Gate 3 passes.

The payment consequence: article 11 states that during a force-majeure period, delivery obligations are suspended but payment obligations for goods already received are not. Goods received before the flooding event (\$22,000 worth) remain payable on their original schedule. Gate 5 identifies that payments are not fully suspended — only delivery is.

The mitigation clause: article 11 requires the invoking party to make reasonable efforts to find alternative supply. The operator contacts two backup suppliers on the same day the flooding begins and documents the outreach with email timestamps. Gate 4 is being met.

The operator also checks the maximum duration clause: if the force-majeure event continues beyond 45 days, either party may terminate the contract without penalty with 7 days' written notice. That date is 45 days from Monday — documented for monitoring.

The Worksheet

Tear this out, copy it onto a fresh sheet, or fill it in directly.

Force-Majeure Invocation Worksheet

Use when a force-majeure event has occurred or is imminent — either to invoke it on your side or to evaluate whether the other party's invocation is contractually valid.

CHECK ITEM	CONTRACT CLAUSE REFERENCE (ARTICLE / PAGE)	MET? (Y/N / PARTIAL)	ACTION REQUIRED	DEADLINE
Event qualifies under the contract's defined force-majeure list				
Event is outside both parties' reasonable control				
Notification deadline from contract (days after event)				
Written notice sent / received (date and method)				
Consequence defined: contract pauses / adjusts / terminates				
Obligation to mitigate damages despite force-majeure status				
Estimated duration of the qualifying event				
Contract restart or termination trigger (if event exceeds X days)				
Evidence gathered to document the event (type and location)				

Reflection Prompts

After filling in the worksheet on the previous page, work through these.

1. If the contract has no explicit force-majeure definition: Articles 1244–1245 of the Civil Code provide a general basis, but 'force majeure' without a defined list in the contract is a source of dispute, not a solution. Document every communication and gather official, independently published evidence of the event from the first day it occurs.

2. If the other party is invoking force majeure against you: check the notification deadline in the contract against the date their notice was received. A force-majeure claim submitted after the contractual notice period has expired may be invalid. That is a factual argument based on the contract text and the dates — use it if it applies.

3. What happens to payment obligations during the force-majeure period? Does the contract pause them, defer them, or leave them running? If it leaves them running while performance is suspended, that asymmetry is a documented position to challenge — in writing, with the clause reference.

Tips and Traps

TIPS

- Send the force-majeure notice by the method the contract specifies, not the method that is most convenient. If the contract requires registered mail, an email will not satisfy the procedural requirement even if the other party acknowledges receiving it informally.
- Document the event with evidence from independent, objective sources from the first day: government weather service data, official disaster declarations, news reports with publication dates, photographs with metadata. Evidence quality decreases the longer the event has passed.
- In the notice, be specific about the event (the flooding that began on date X, resulting in road closure confirmed by provincial government on date Y) rather than generic (force-majeure conditions). Specific facts are harder to contest than general claims.
- Start tracking the duration of the event from day one. If the contract has a maximum duration after which termination without penalty becomes available, that date needs to be visible before it arrives.

TRAPS

- Invoking force majeure verbally or by informal email when the contract requires registered mail. The informal communication creates a record that force majeure was discussed, but may not satisfy the procedural requirement — leaving the formal notice late and potentially defective.
- Assuming force majeure automatically suspends all obligations including payment. Most contracts pause delivery obligations during force majeure but leave payment obligations for goods already received or services already rendered running on their original schedule.
- Failing to document mitigation steps. Many contracts require the invoking party to take reasonable steps to minimize the impact. An operator who invoked force majeure without documenting any effort to find alternatives has a weaker claim and may face a counterclaim that the event's impact was avoidable.
- Using force majeure as a default response to delivery problems that are actually within your control. A supplier shortage that results from inadequate inventory planning is not force majeure. Claiming it as such when it is not exposes the invoker to a breach of contract claim in addition to the original delivery failure.

Appendixes

Appendix A – Force-Majeure Notice Template

[Your business legal name]

[Address]

[Date]

To: [Other party legal name]

Attn: [Representative / contract manager as named in contract]

Re: Force-Majeure Notice – [Contract type], dated [contract date]

Dear [Name],

Pursuant to Article [X] of the above-referenced contract, we hereby provide formal notice of a force-majeure event affecting our ability to fulfill the following obligations:

1. Obligations affected: [specific delivery, service, or obligation clause reference]
2. Nature of the qualifying event: [specific description – e.g. "severe flooding blocking primary supply route between [city A] and [city B], commencing [date]"]
3. Official documentation: [refer to attached government declarations, weather service reports, or other evidence]
4. Estimated duration: [current estimate in days / weeks]
5. Mitigation steps taken: [specific actions – alternative supplier contacted on [date], backup logistics route evaluated, partial shipment arranged for [date]]

We will provide a further update within [X] days or immediately upon any change in the situation. We remain committed to fulfilling our obligations as soon as conditions permit.

[Signature]

[Name, Title]

Note: Send by the method required in your contract. Attach all referenced supporting documents.

Appendix B — Force-Majeure Event Evidence Checklist

Gather and file these within 48 hours of the event where possible:

Natural disaster / weather:

- BMKG (Meteorological, Climatological and Geophysical Agency) official report or warning bulletin
- Provincial or municipal disaster agency (BPBD) declaration
- Photographs of affected routes/facilities (with date metadata)
- News reports from established media (with publication date)

Government action / regulation:

- Official government regulation or decree reference number
- Published effective date and scope of the restriction

Supply chain disruption:

- Written communication from affected suppliers confirming the disruption and its cause
- Alternative supplier contact log (dates and outcomes)

General documentation:

- Internal communication dated from the first day of the event (emails, messages, meeting notes)
- Timeline of events from day 1 to the date of notice

Rule: evidence gathered on the day of the event is worth more than evidence gathered after the dispute has started.



WHERE THIS WORKSHEET COMES FROM

Contract Negotiation Tactics

A Clear Contract Is a Healthy Relationship

by Ibrahim Anwar

This worksheet is one of nine in the *Contract Negotiation Tactics* companion worksheet pack. The full pack is grouped into three categories: high-volume worksheets you can run weekly, niche-search worksheets for rare but high-value situations, and specific-case worksheets that walk you through a single concrete scenario.

Every framework, decision filter, and figure used in these worksheets is drawn from the chapters of the source book. The book sets the diagnosis, the worksheets give you the form to act on it.

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