



**UIA** Union Internationale des Avocats  
International Association of Lawyers  
Unión Internacional de Abogados

## A BASIC TRAINING COURSE FOR LAWYERS

# Trading in Europe and Internationally: Civil Procedure - Conflict of Laws - Sale of Goods (CISG) – 4<sup>th</sup> Edition

Monday, March 2 & Tuesday, March 3, 2015



## VIENNA – AUSTRIA

Training course organised by the UIA in cooperation with  
the Vienna Bar Council (Rechtsanwaltskammer Wien),  
the Anwaltsvereinigung FORUM and the Juristenverband



 #UIATrading

UIA ■ T +33 1 44 88 55 66 ■ F +33 1 44 88 55 77  
[uiacentre@uianet.org](mailto:uiacentre@uianet.org) ■ [www.uianet.org](http://www.uianet.org)

## INTRODUCTION & GENERAL INFORMATION

The UIA is proud to present this course which is part of the UIA 2015 Training Courses Programme. The objective of our Training Courses is to provide comprehensive tools in specific and/or specialist areas of the law or in specific projects, by offering advanced-level “master classes” held by outstanding expert trainers.

The UIA aims to provide excellence at reasonable cost, given its non-profit nature and institutional role.

The course is held over one and a half day, with 3 trainers.

The sessions will be highly interactive.

**Minimum number of participants: 20**

**Maximum number of participants: 40**

### Who should attend?

Young lawyers as well as more senior legal practitioners with an interest in the substantive and procedural aspects of cross-border trade, internationally and in Europe (International and European civil procedure, European private international law, international sale of goods) and looking for specialty courses to improve their skills. Participants are expected to possess a level of English sufficient in order to follow specialist presentations made in English.

### Working language

The sessions will be held in **English without German translation**. However, all speakers speak German and are happy to give explanations in German as and when required.

### Accreditation of courses

Every participant attending the entire Training Course programme will receive a “Certificate of Attendance” at the end of the course that may be used for obtaining “Credits” for “Continuing Legal Education” - “Continuing Professional Development” purposes, depending on national rules. For more information, please contact the UIA.

## COURSE VENUE

### RECHTSANWALTSKAMMER WIEN

Rotenturmstraße 13/ Ertlgasse 2  
1010 Vienna, Austria

## GENERAL INFORMATION

### REGISTRATION FEES

	Registration fees	
	<= 02.02.2015	> 03.02.2015
<b>STANDARD REGISTRATION</b> <i>Amounts exclusive of VAT</i>	<b>€ 400.00*</b>	<b>€ 450.00*</b>
<b>Young Lawyer (&lt;35)**</b> <i>Amounts exclusive of VAT</i>	<b>€ 350.00*</b>	<b>€ 400.00*</b>

\* The VAT (20%) can be applied to the amount here above according to the European Directive 2006/12/CE of November 28, 2006.  
For more information, please contact the UIA.

\*\* Please attach proof of age to the registration form to benefit from young lawyer fee.

These fees cover participation in the course, welcome cocktail on Sunday March 1, coffee breaks, lunch on Monday, March 2 as well as the documentation. Please note that the number of places in this training course is limited. The maximum number of participants is 40. Since we expect this training programme to fill up quickly, if you are interested, we suggest that you register immediately. Applications will only be processed upon receipt in full of the registration fees. Admission will be on a first come - first served basis. The organisers reserve the right to refuse admission in the event of excess applications.

### HOTEL RESERVATION

**Each participant should make his/her own arrangements** for hotel accommodation in Vienna. The Vienna Bar Council (Rechtsanwaltskammer Wien) is located at Rotenturmstraße 13/ Ertlgasse 2 - A-1010 Vienna. We would recommend the following hotel nearby:

#### Hotel Wandl

Petersplatz 9

1010 Vienna, Austria

T +43 1 534 55 0 / F +43 1 534 55 77

E [office@hotel-wandl.com](mailto:office@hotel-wandl.com) / Reservation [reservation@hotel-wandl.com](mailto:reservation@hotel-wandl.com)

[www.hotel-wandl.com](http://www.hotel-wandl.com)

The website [www.booking.com](http://www.booking.com) might be helpful to find a hotel at walking distance.

# PROGRAMME

Sunday, March 1, 2015 WELCOME COCKTAIL

19:00 – 21:00 Offered by Michael MEYENBURG  
Venue to be confirmed

Monday, March 2, 2015 DAY 1

08:30 – 09:00 REGISTRATION OF PARTICIPANTS

**MODULE 1: INTERNATIONAL CIVIL PROCEDURE, IN PARTICULAR EUROPEAN CIVIL PROCEDURE LAW**  
*Prof. Dr. Bernd REINMÜLLER*

09:00 – 11:00

1. Introduction
2. Can a foreign contracting partner be sued?
3. Where is an action to be brought?
4. Regulation on the service of judicial and extrajudicial documents
5. Regulation on cooperation in the taking of evidence
6. European order for payment procedure
7. Regulation on small claims
8. Regulation on European enforcement order for uncontested claims
9. What needs to be taken into account at the enforcement of a foreign judgment?
  - General comments
  - Priority of treaties / European Regulations (Regulation Brussels I / Lugano Convention)

11:00 – 11:15 COFFEE BREAK

**MODULE 2: EUROPEAN PRIVATE INTERNATIONAL LAW – CONFLICT OF LAWS**  
**Rome I Regulation – Law applicable to contractual obligations**  
*Verena MOLL*

11:15 – 13:15

General Introduction

1. Prior to Rome I
2. Overriding international conventions and community law
3. Scope of application of the Regulation
4. Choice of law
5. Absence of choice of law
  - Connecting factors
  - Particular types of contracts
6. Consent, material and formal validity of contracts
7. Scope of the applicable law
8. Law applicable to specific legal instruments
9. Overriding mandatory provisions and public order

13:15 – 14:30 LUNCH BREAK

**MODULE 3: INTERNATIONAL SALE OF GOODS**  
*Prof. Dr. Burghard PILTZ*

14:30 – 15:45

1. Uniform Law versus Private International Law approach
2. Sphere of application of the CISG
3. Formation of contracts

15:45 – 16:00	COFFEE BREAK
16:00 – 17:15	<ul style="list-style-type: none"> <li>4. Primary obligations of the seller and Incoterms</li> <li>5. Primary obligations of the buyer and Incoterms</li> <li>6. Remedies for breach of contract</li> <li>7. Non-confirming goods and goods with defective title</li> </ul>
17:15 – 18:00	Questions & Answers
20:00	<p>OPTIONAL DINNER</p> <p><b>Leupold Restaurant</b> Schottengasse 7, 1010 Vienna, Austria</p>

**Tuesday, March 3, 2015**

**DAY 2**

09:00 – 10:30	<p><b>MODULE 4: CASE STUDY</b></p> <p><i>Prof. Dr. Bernd REINMÜLLER, Verena MOLL, Prof. Dr. Burghard PILTZ</i></p>
10:30 – 10:45	COFFEE BREAK
10:45 – 12:30	<p><b>MODULE 4: CASE STUDY - CONTINUED</b></p> <p><i>Prof. Dr. Bernd REINMÜLLER, Verena MOLL, Prof. Dr. Burghard PILTZ</i></p>



## THE TRAINING TEAM



**Prof. Dr. Bernd REINMÜLLER**  
BELMONT LEGAL  
Frankfurt am Main, Germany  
E [reinmueller@belmontlegal.de](mailto:reinmueller@belmontlegal.de)

Prof. Dr. Reinmüller is senior partner and co-founder of the German law firm Belmont Legal with law offices in Germany and Switzerland. Since he graduated as a lawyer, he is both a successful law practitioner and an academic - in 2008, he was appointed “honorary professor” of International Civil Procedure Law at the University of Cologne (Germany). He has published legal articles extensively, inter alia, in the German law journal “IPRax” on international business law and international civil proceedings law, in particular on European civil procedure law. He is the author of the book “International Legal Proceedings of Civil and Commercial Matters in the EU” published in 2008. Besides his activities at the University of Cologne, he has been a speaker in many seminars and conferences for lawyers on European civil procedure law both in Germany and abroad.

Professionally Prof. Dr. Reinmüller is experienced in advising national and foreign companies in the resolution of international commercial litigation matters and specialises in arbitration and mediation.

He was a member of the Executive Committee of the International Association of Lawyers (UIA – *Union Internationale des Avocats*) since 1989 and he was the President of the UIA in 2008-2009 (currently: President of Honor of the UIA).

Furthermore, he is a member of several national and international organisations, in particular the Swiss Arbitration Association (ASA) and the Deutsche Institution für Schiedsgerichtsbarkeit (DIS).



**Verena MOLL**  
ZSCHUNKE AVOCATS / RECHTSANWÄLTE  
Paris, France  
E [v.moll@zschunke.com](mailto:v.moll@zschunke.com)

Verena Moll is a German lawyer admitted to the Berlin and Paris Bars. Since 2001, she has been partner of the law firm ZSCHUNKE Avocats / Rechtsanwälte in Paris.

She practices in business law, employment and corporate law, in particular in transnational transactions and disputes before state courts in France and Germany or arbitration tribunals. She has also developed an expertise advising major contractors on infrastructure construction projects.

She is Past-President of the Private International Law Commission of the International Association of Lawyers (UIA – *Union Internationale des Avocats*) and is a regular speaker at its annual congresses. She was member of the Executive Committee as Director of Communication of the association.

She is also a member of the Deutsche Institution für Schiedsgerichtsbarkeit (DIS).



**Prof. Dr. Burghard PILTZ**  
AHLERS & VOGEL / RECHTSANWÄLTE  
Hamburg  
E [piltz@ahlers-vogel.de](mailto:piltz@ahlers-vogel.de)

Partner of the law firm Ahlers & Vogel, Hamburg.

Burghard Piltz looks back on many years of professional experience as a lawyer. Before he joined Ahlers & Vogel as a partner in 2014, he worked in a German transregional law firm whose founding partner he was.

Burghard Piltz is specialized in international business, particularly international sales and related transactions (CISG, Incoterms, international distribution, etc.) and practices law both as a legal counsel and as an arbitrator in the field of international commercial law.

Burghard Piltz teaches Private International Law and Uniform Law. In 1997 he was appointed honorary professor. He is the Chairman of the Committee for European Contract Law, established by the *Federal Chamber of German Lawyers*, and President of the Arbitration Centre established by the *German-Argentinean Chamber of Commerce*, Buenos Aires. Currently, he is Counsellor to the President of the International Association of Lawyers (UIA – *Union Internationale des Avocats*) and member of the Task Force International Sales established by the *International Chamber of Commerce* (ICC).

## CANCELLATION CONDITIONS

All cancellations will be subject to a 50% deduction and will have to be sent in writing, to be received by the Union Internationale des Avocats **no later than February 2, 2015**. No refund will be made for cancellations received after this date.

**VISAS:** Anyone who requires a visa invitation letter in order to attend the seminar should register and pay their registration fees **no later than February 2, 2015** to ensure there is enough time to obtain a visa.

All cancellations will be refunded in full, minus €50 + VAT to cover administrative costs, provided that the UIA has received the registration documents and **total** registration fees **no later than February 2, 2015**.

If you register after this date, only 50% of the amount paid minus €50 + VAT to cover administrative costs will be refunded for cancellations due to visa refusals.

All cancellations due to a visa refusal must be sent in writing and reach the UIA **before the seminar**. Cancellations must be accompanied by a **proof of visa refusal**.

If your visa is issued after the seminar date or if you do not have proof of visa refusal, you will not be entitled to a refund.

## GENERAL CONDITIONS

All registrations received by the Union Internationale des Avocats (UIA) along with the full payment of fees corresponding to the events selected will be confirmed in writing.

The UIA reserves the right to cancel or postpone the seminar to a later date, change the seminar venue and/or programme, make any corrections or modifications in the information published in the seminar programme and cancel any invitation to participate in the seminar, at any time and at their entire discretion, without having to provide any reasons for the same.

Neither the UIA, nor any of its managers, employees, agents, members or representatives shall be held responsible for any loss or damage, of any nature, suffered (directly or indirectly) by a delegate, accompanying person or a third party following any cancellations, changes, postponements or modifications.

**The UIA strongly advises participants to subscribe to modifiable and/or refundable services, as well as to take out a cancellation insurance.**

Neither the UIA, nor any of its managers, employees, agents, members or representatives shall be held responsible for any loss or damage, of any nature whatever, suffered (directly or indirectly) by a delegate or accompanying person, except in case of death or personal injury due to gross negligence by the UIA.

The contractual relations between the UIA and each participant (delegate or accompanying person) in relation to the seminar are subject to French law and jurisdiction, to the exclusion of any other law. Paris is the city of jurisdiction.

## FORMALITIES

It is the responsibility of participants to ensure compliance with police, customs and health formalities for their journey. Participants unable to take part in the seminar because of their inability to take a flight or any other means of transportation due to being unable to provide the documents required (passport, visa, vaccination certificate, etc.) cannot claim any reimbursement.

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## INFORMATION

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Monday, March 2 & Tuesday, March 3, 2015

VIENNA – AUSTRIA

### REGISTRATION FORM

Register online at [www.uianet.org](http://www.uianet.org)  
or please complete and return this form by email, fax or post, to:

**UNION INTERNATIONALE DES AVOCATS**

25 rue du Jour – 75001 Paris – FRANCE

Tel: +33 1 44 88 55 66 / Fax: +33 1 44 88 55 77 / Email: [uiacentre@uianet.org](mailto:uiacentre@uianet.org)



Register online!

#### UIA INDIVIDUAL MEMBERS

Please specify your membership number (Please check your membership card or membership fees):

MI \_\_\_\_\_

Family Name: .....

First Name: .....

Firm: .....

Address: .....

Post Code: .....

City: .....

Country: .....

Tel: .....

Fax: .....

Email: .....

Date of Birth: .....

EU VAT ID-number: .....

Special requests (special diet, allergies, handicap...): .....

.....

#### A. TRAINING COURSE REGISTRATION FEES

	<= 02.02.2015	> 03.02.2015
<b>STANDARD REGISTRATION</b> <i>Amounts exclusive of VAT</i>	€ 400.00*	€ 450.00*
<b>Young Lawyer (&lt;35)**</b> <i>Amounts exclusive of VAT</i>	€ 350.00*	€ 400.00*

\* The VAT (20%) can be applied to the amount here above according to the European Directive 2006/12/CE of November 28, 2006. For more information, please contact the UIA.

\*\* Please attach proof of age to the registration form to benefit from young lawyer fee.

**B. SOCIAL ACTIVITIES**

Please indicate below whether you plan to attend the following events **included** in the registration fees:

Welcome cocktail – Sunday, March 1, 2015

Lunch – Monday, March 2, 2015

**C. OPTIONAL DINNER**

(**not included** in the registration fees)

Optional dinner – Monday, March 2, 2015

€ 45 (Excl. VAT) x \_\_\_ / pers

**D. TOTAL**

TOTAL (A) Excl. VAT – Registration Fees: ..... €

TOTAL (C) Excl. VAT – Optional Dinner: ..... €

VAT if applicable (20%)\*: ..... €

TOTAL (A+C) Excl. VAT: ..... €

TOTAL (A+VAT if applicable)\*: ..... €

**\*The VAT (20%) can be applied to the amount here above according to the European Directive 2006/12/CE of November 28, 2006. For more information, please contact the UIA.**

**E. COMMITMENT**

I undertake to attend the entire one and half day programme.

A "certificate of attendance" will be delivered to all participants who will attend the entire course.

**F. CANCELLATION CONDITIONS**

I, the Undersigned, confirm that I have read and accepted the **cancellation conditions** as well as the **general conditions** given on **page 6** of the registration programme. My registration will only be taken into account on receipt of the payment.

Participants are aware that their image and/or voice may be photographed, recorded or filmed throughout the duration of the seminar. They hereby assign to the UIA, with the signature of this form, the right to exploit, reproduce and disseminate the images and recordings by all means, both known and unknown, using all media, for an unlimited term and free of charge.

**G. METHOD OF PAYMENT**

♦ By cheque in € - drawn in a French bank - payable to the UIA, addressed to: UIA – 25 rue du Jour – 75001 Paris – France

♦ By Bank transfer in € – without charges to the payee – in favour of the Union Internationale des Avocats, quoting "F15VIENNA", to the following bank and account:

Société Générale – Paris Elysées Entreprise  
91 avenue des Champs Elysées – 75008 Paris – France  
**BIC / SWIFT:** SOGEFRPP  
**IBAN:** FR76 3000 3033 9200 0503 4165 164

♦ By credit card:  Visa  Mastercard

Card N°: \_ \_ \_ \_ \_

Expiry date: \_ \_ / \_ \_ 3 Digits: \_ \_ \_

Name of card holder: .....

I authorise the Union Internationale des Avocats to debit the above mentioned credit card in the amount of: € (Euros).....

Date: ...../...../..... Signature: .....