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The Impact of International Maritime Transport Disruptions on the Performance of International Commercial Sale Contracts: A Comparative Study

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ABSTRACT
This study examines the impact of international maritime transport disruptions on the performance of international commercial sale contracts, particularly in light of the increasing risks affecting the regularity of maritime trade and resulting in delivery delays, inability to perform contractual obligations, extraordinary increases in transportation costs, or substantial changes in the circumstances under which the contract was concluded. The study aims to determine the legal characterization of such disruptions and to examine whether they may constitute force majeure or exceptional circumstances justifying the modification of contractual obligations, renegotiation, or termination, while defining the limits of the parties' liability for their consequences. The study adopts an analytical and comparative approach by examining the rules governing international sale contracts and maritime transport under relevant international conventions and comparing them with the legal frameworks of Egypt, Iraq, and France, with particular emphasis on force majeure, impossibility of performance, unforeseen circumstances, and contractual hardship. The study concludes that the legal effect of a maritime disruption cannot be determined merely by its occurrence, but depends on its actual impact on contractual performance, its foreseeability and the possibility of avoiding its consequences, as well as the allocation of risks under the contract and applicable law. The comparative analysis also reveals differences in the mechanisms adopted to address such disruptions, highlighting the need for greater contractual clarity and further legal development to achieve a fair balance between the parties to international commercial sale contracts.

Keywords: International Maritime Transport Disruptions; International Commercial Sale Contracts; Force Majeure; Contractual Hardship; Contractual Performance.

INTRODUCTION

International maritime transport has become one of the fundamental pillars of international trade, as it enables large quantities of goods to be transported between countries at relatively suitable costs. Consequently, international commercial sale contracts have become closely connected with the regularity of maritime navigation, the safety of ports, and the stability of international trade routes. However, recent developments in the international maritime environment have demonstrated the vulnerability of maritime transport to various disruptions. Some of these disruptions are physical or logistical in nature, while others arise from wars, armed conflicts, health crises, natural disasters, the closure of ports or maritime routes, and disruptions to supply chains, in addition to extraordinary increases in transportation and insurance costs.

The consequences of such disruptions extend beyond the direct relationship between the carrier and the shipper to affect the performance of international commercial sale contracts, particularly where delivery is dependent on a specific mode of maritime transport, a particular port, or an agreed delivery period. A transport disruption may result in delayed delivery, impossibility of performing the contractual obligation within the agreed period, or a substantial increase in the burden of performance. This raises important legal questions concerning the allocation of risks between the seller and the buyer, the liability of the party whose performance has become impossible or delayed, and whether the disruption constitutes force majeure or instead amounts to hardship or exceptional circumstances requiring renegotiation or modification of the contractual obligations.

The issue becomes particularly significant in international commercial sale contracts because several legal regimes may govern the contractual relationship. National law may interact with international rules and conventions, particularly the United Nations Convention on Contracts for the International Sale of Goods of 1980, as well as international rules governing maritime transport. Accordingly, determining the legal effect of a maritime disruption does not depend solely on the nature of the event itself, but also on the applicable law, the contractual terms, the nature of the affected obligation, and the foreseeability or avoidability of the event and its consequences. In this context, comparative analysis is particularly valuable. The present study examines the approaches adopted by Egyptian, Iraqi, and French law alongside relevant international rules in order to identify differences in the legal treatment of maritime transport disruptions and assess the capacity of each legal system to achieve an appropriate balance between the stability of international commercial transactions and the protection of a contracting party confronted with an obstacle beyond its control.

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RESEARCH PROBLEM

The research problem arises from the fact that international maritime transport disruptions may make the performance of international commercial sale contracts more difficult, delayed, or even impossible. Nevertheless, such disruptions do not necessarily produce the same legal consequences in every case. They may constitute force majeure and exempt the debtor from liability; they may merely represent a commercial risk falling within the ordinary risks of commercial activity; or, under certain circumstances, they may fundamentally disturb the economic equilibrium of the contract.

The problem is further complicated by differences between national and international legal rules concerning the requirements of force majeure, the consequences of impossibility of performance, and the extent to which unforeseen circumstances or contractual hardship may be recognized. Differences also exist regarding renegotiation, modification of contractual obligations, and termination of contracts.

Accordingly, the central research problem may be formulated as follows:

To what extent do international maritime transport disruptions affect the performance of international commercial sale contracts, and to what extent are international rules and the laws of Egypt, Iraq, and France adequate to determine the legal consequences of such disruptions and allocate their risks between the contracting parties?

SIGNIFICANCE OF THE RESEARCH:

The significance of this research derives from the fundamental role of maritime transport in international trade and the increasing range of risks and disruptions capable of obstructing the movement of goods between countries. The study is also significant because it addresses an intersection between maritime transport law, international commercial law, and civil contract law, thereby raising complex issues concerning contractual performance and the allocation of liability.

From an academic perspective, the study seeks to develop an integrated legal analysis of maritime transport disruptions and their consequences for international sale contracts, rather than examining force majeure or unforeseen circumstances in isolation from the maritime environment in which the disruptive event occurs.

From a practical perspective, the findings may contribute to the drafting of international commercial sale contracts and their provisions concerning delivery and risk allocation. They may also assist in determining the legal consequences of delays or impossibility resulting from maritime transport disruptions and provide useful guidance for international traders, courts, and arbitral tribunals in identifying appropriate legal responses to such circumstances.

RESEARCH METHODOLOGY:

The study primarily adopts an **analytical and comparative legal methodology**. It analyzes the relevant legal provisions and international rules and examines their application to circumstances in which maritime transport disruptions affect the performance of international commercial sale contracts.

The comparative approach is employed by examining Egyptian, Iraqi, and French law and comparing their respective approaches with international rules, particularly those concerning force majeure, exemption from liability, impossibility of performance, hardship, and the consequences of delay. The comparison does not merely describe statutory provisions; rather, it analyzes the underlying legal approaches and their consequences in order to identify the strengths and limitations of each legal system.

Where appropriate, the study also adopts an **applied approach** by examining relevant judicial decisions and arbitral awards, where available and directly connected with maritime transport disruptions or their effects on international commercial transactions.

THE CONCEPT AND LEGAL CHARACTERIZATION OF INTERNATIONAL MARITIME TRANSPORT DISRUPTIONS:

The Concept of International Maritime Transport Disruptions, Their Forms and Their Initial Effects on the Performance of International Commercial Sale Contracts:

International maritime transport has become an essential component of the performance of international sale contracts, so that disruptions affecting vessels, ports, or maritime routes may extend beyond the relationship between the carrier and the shipper and directly affect the obligations of sellers and buyers. There is no autonomous definition of "international maritime transport disruptions" in the principal international conventions. For the purposes of this study, the term may therefore be understood as a set of exceptional or unusual events that interrupt, delay, reroute, or substantially increase the cost of maritime transportation in a manner affecting the performance of obligations arising from an international sale contract. This concept differs from force majeure: a disruption is primarily a factual event, whereas force majeure is a legal characterization that may apply to such an event when the relevant legal requirements are satisfied. Recent disruptions affecting the Suez Canal, the Red Sea, and the Panama Canal have demonstrated how maritime-route disruptions may lead to rerouting, longer voyages,

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increased transportation and insurance costs, and disruptions to global trade and supply chains (UNCTAD, 2024; Notteboom et al., 2024). Academic scholarship on international sales contracts likewise emphasizes the need to distinguish the factual event that impedes performance from its legal consequences, particularly in the application of Article 79 CISG (DiMatteo, 2015; Kuster & Andersen, 2017).

International maritime transport disruptions may arise from port or maritime-route closures, armed conflicts and security risks, natural disasters, health crises, port congestion, container shortages, or extraordinary increases in freight and insurance costs. These forms have different legal consequences depending on their actual effect on contractual performance. A temporary port closure may result merely in delay, whereas a permanent closure may lead to impossibility of performance; similarly, an increase in transportation costs may not render performance impossible but may substantially disturb the economic equilibrium of the contract. UNCTAD has demonstrated the close relationship between recent disruptions in the Suez Canal, Red Sea, and Panama Canal and the stability of global trade and supply chains (UNCTAD, 2024). Legally, however, the occurrence of a disruption is not sufficient in itself; its actual effect on the contractual obligation and the availability of reasonable alternatives must be examined. This explains the importance of the concept of an "impediment" under Article 79 CISG, which is not concerned with mere difficulty but with circumstances that prevent performance or cannot reasonably be overcome (UNCITRAL, 2012; Honnold & Flechtner, 2021).

The closure or unavailability of maritime routes represents one of the most significant forms of disruption because a particular route may constitute an essential component of the economic structure of the transaction. Where closure merely requires temporary rerouting, the relevant issue is whether the alternative route is reasonable in terms of time, cost, and the nature of the goods. Rerouting around a longer route may delay delivery and increase costs without necessarily making performance impossible. A distinction must therefore be made between the impossibility of using a particular route and the impossibility of performing the contractual obligation itself. Scholarly analysis of Article 79 emphasizes that exemption requires an examination of whether the impediment and its consequences could reasonably have been overcome (DiMatteo, 2015; Schwenzer, 2022). Recent maritime practice confirms that rerouting may constitute a practical response to route disruptions, although it may substantially increase voyage time and operating costs (UNCTAD, 2024).

Wars, armed conflicts, and attacks threatening commercial vessels constitute a particularly serious form of maritime disruption because they may render navigation through a particular area unsafe and lead to the suspension or rerouting of voyages and substantial increases in insurance costs. The Red Sea disruptions since 2023 have clearly demonstrated how security risks affecting a single maritime corridor may lead to widespread rerouting and longer voyages (UNCTAD, 2024). Nevertheless, characterizing an event as a war or security risk does not automatically establish force majeure. The legal assessment requires consideration of whether the event was foreseeable at the time of contracting and whether its consequences could reasonably have been avoided or overcome. Scholarship on Article 79 CISG emphasizes that exemption depends upon a contextual assessment of the impediment rather than merely upon the nature of the event (Schwenzer, 2022; DiMatteo, 2015). Accordingly, a sudden armed conflict affecting a particular maritime route may constitute force majeure in one contract, whereas the same risk may not do so where the parties concluded the contract while the security threat was already known and reasonable alternatives were available.

Natural disasters and exceptional climatic conditions may likewise interrupt maritime transport by closing ports, preventing safe navigation, or restricting the use of maritime routes. The reduction of water levels in the Panama Canal illustrates the impact of climatic conditions on maritime transport, as restrictions on vessel transit contributed to disruptions in trade flows (UNCTAD, 2024). Legally, however, the natural origin of an event is not sufficient to establish force majeure; its exceptional character, foreseeability, and the possibility of avoiding its consequences must also be examined. Ordinary weather conditions may fall within the normal risks of maritime transportation, whereas an exceptional climatic event may constitute a legal impediment if it prevents performance and cannot reasonably be overcome. Scholarship concerning force majeure in international sale contracts confirms that foreseeability and the possibility of overcoming the impediment should be assessed objectively in light of the circumstances of the contract (Honnold & Flechtner, 2021; Schwenzer, 2022).

Maritime transport disruptions may also take the form of port congestion, container shortages, and extraordinary increases in fuel, freight, or insurance costs. These situations are more complex because they do not necessarily make performance impossible but may render it significantly more expensive or delayed. This raises the distinction between ordinary commercial risk and contractual hardship. An increase in performance costs does not normally justify exemption because ordinary market fluctuations fall within the risks of commercial activity. However, an extraordinary change in circumstances may fundamentally disturb the economic equilibrium of a contract, which has generated considerable scholarly debate concerning the extent to which Article 79 CISG may accommodate hardship (Kuster & Andersen, 2017; Kim, 2021). The UNIDROIT Principles characterize hardship by reference to a fundamental alteration of the contractual equilibrium resulting from an increase in the cost of performance or a decrease in the value of the counter-performance (UNIDROIT, 2016).

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The effects of maritime disruptions become particularly significant with respect to the seller's obligation to deliver the goods at the agreed time and place. Maritime delay does not necessarily extinguish the obligation; rather, the legal consequences depend on the importance of time to the contract, the possibility of subsequent delivery, the nature of the goods, and whether delay deprives the buyer of the commercial purpose of the transaction. Under the CISG, the seller's liability for delay is governed by the provisions on breach and remedies, while Article 79 provides exemption from damages when its conditions are satisfied, without necessarily eliminating all other remedies available to the buyer (UNCITRAL, 2012). Scholarly analysis has emphasized that Article 79 operates independently from other remedies and that exemption from damages should not automatically be equated with the elimination of the buyer's other contractual remedies (Ishida, 2018; DiMatteo, 2015).

Contractual terms play a central role in allocating maritime transport risks because parties to international sales may agree in advance on delivery, risk transfer, costs, force majeure, renegotiation, and termination. The Incoterms 2020 rules are particularly relevant to the allocation of certain delivery obligations, costs, and risks associated with loss or damage to goods, although they do not constitute a comprehensive regime governing force majeure or hardship and must therefore be considered together with the applicable law and the other contractual provisions (ICC, 2020). Academic scholarship also demonstrates that carefully drafted force majeure clauses can reduce disputes concerning whether a particular event falls within the risks assumed by the parties (Brownsword, 2019). Consequently, the legal consequences of a maritime disruption are determined not by the event alone but by the interaction between the contract, the applicable law, and relevant international commercial rules.

Finally, a distinction must be made between the effect of a maritime disruption on the international sale contract and its effect on the contract of carriage by sea. These are legally distinct contractual relationships despite their close economic connection. A carrier may be liable or exempt from liability toward the shipper under applicable maritime transport rules, while the seller's relationship with the buyer remains governed by the sale contract and the applicable law, including the CISG where its requirements are satisfied. Thus, an exemption available to the carrier does not automatically exempt the seller from liability toward the buyer. International maritime instruments, including the Hamburg Rules and Rotterdam Rules, regulate aspects of the carriage relationship, whereas the CISG governs the seller-buyer relationship within its scope (UNCITRAL, 2012; UNCTAD, 2025). The disruption is therefore economically common to both relationships but may produce different legal consequences depending on the contractual relationship under examination.

THE LEGAL CHARACTERIZATION OF MARITIME TRANSPORT DISRUPTIONS BETWEEN FORCE MAJEURE, HARDSHIP AND UNFORESEEN CIRCUMSTANCES:

Force majeure represents one of the principal legal characterizations applicable to maritime transport disruptions where an event prevents performance because of an impediment beyond the debtor's control. Article 79 CISG provides exemption from damages where the party proves that the failure resulted from an impediment beyond its control and that the impediment could not reasonably have been expected at the time of contracting or avoided or overcome. This approach is broadly consistent with Article 7.1.7 of the UNIDROIT Principles, which likewise emphasizes the existence of an impediment and the inability reasonably to foresee, avoid, or overcome it (UNCITRAL, 2012; UNIDROIT, 2016). DiMatteo has demonstrated that the concept of impediment under Article 79 lies at the intersection of force majeure, impossibility, contractual frustration, and economic hardship, making its application highly dependent on the circumstances of each case (DiMatteo, 2015).

The force majeure analysis requires the event to be beyond the debtor's reasonable control and its consequences to be incapable of being reasonably avoided or overcome. In maritime transport, this requires consideration of whether alternative routes, ports, carriers, or other means of transportation were available, taking into account the nature of the goods, the contractual period, and the additional costs involved. The existence of an alternative does not automatically exclude force majeure; rather, the alternative must be objectively reasonable and must not fundamentally transform the contractual obligation. Scholarly analysis of Article 79 emphasizes the practical assessment of the possibility of overcoming an impediment in international trade (Honnold & Flechtner, 2021; Schwenzer, 2022). This approach is also consistent with the UNIDROIT Principles, under which mere economic difficulty is not sufficient to establish force majeure (UNIDROIT, 2016).

Foreseeability constitutes another decisive element in the legal characterization of maritime transport disruptions. The issue must be assessed on the basis of the information and circumstances existing at the time the contract was concluded rather than retrospectively. If security risks affecting a particular maritime route were already known and increasing when the contract was concluded, it may be difficult for the affected party to establish unforeseeability. Conversely, a sudden and extraordinary disruption that could not reasonably have been anticipated may satisfy this element of force majeure. Scholarly analysis of Article 79 treats foreseeability as an objective criterion connected with the nature of the transaction, the maritime route, and the information available to the parties (Schwenzer, 2022; DiMatteo, 2015). Nevertheless, unforeseeability alone is insufficient; the possibility of avoiding or overcoming the consequences must also be examined.

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The distinction between force majeure and hardship becomes particularly important where a maritime disruption does not make performance impossible but renders it extraordinarily costly. Force majeure generally concerns an impediment preventing performance, whereas hardship concerns a fundamental alteration of the contractual equilibrium while performance remains possible. The UNIDROIT Principles address the two doctrines separately and provide specific consequences for hardship, including renegotiation under defined circumstances (UNIDROIT, 2016). Scholarly opinion remains divided as to whether hardship falls within Article 79 CISG. Some scholars support an interpretation capable of accommodating hardship within the concept of an "impediment," while others remain skeptical of such an approach. This controversy is reflected in the academic discussion surrounding Article 79 and CISG Advisory Council Opinion No. 20 (Kuster & Andersen, 2017; Kim, 2021).

The comparison between Egyptian and Iraqi law further demonstrates the importance of distinguishing impossibility from excessive burden. In the first situation, performance becomes impossible because of an external cause beyond the debtor's control; in the second, performance remains possible but becomes excessively onerous because of exceptional circumstances. This distinction is particularly relevant to maritime transport: the permanent closure of a maritime route may lead to impossibility, whereas rerouting through a substantially longer and more expensive route may amount to hardship or an unforeseen circumstance rather than impossibility. French law provides an additional comparative dimension through its separate treatment of force majeure and hardship under Articles 1218 and 1195 of the Civil Code. Consequently, the mere description of an event as a "maritime disruption" cannot determine its legal consequences; the actual effect on contractual performance must first be established.

The temporary or permanent nature of the disruption also affects the applicable legal consequence. A temporary impediment may result in suspension or postponement of performance, whereas a permanent impediment may ultimately justify termination or extinction of the contractual obligation under the applicable law. Article 1218 of the French Civil Code expressly distinguishes between temporary and permanent force majeure, while Article 79 CISG provides that exemption operates for the period during which the impediment exists (Code civil, art. 1218; UNCITRAL, 2012). The duration of the maritime disruption is therefore legally significant, particularly where time is of the essence or the goods are perishable or linked to a specific commercial opportunity.

Finally, the comparative examination of the CISG, UNIDROIT Principles, and the relevant national approaches indicates that the legal characterization of maritime transport disruptions should be functional rather than purely formal. The decisive issue should not be the name given to the event but its actual impact on performance, its foreseeability, the possibility of avoiding or overcoming its consequences, and the contractual allocation of risk. The same closure of a maritime route may constitute force majeure in a contract requiring delivery by a fixed date, while constituting hardship in another contract allowing a broader delivery period and reasonable alternative routes. Similarly, an increase in freight costs may constitute ordinary commercial risk in one case but exceptional hardship in another. Recent scholarship on Article 79 supports the need for contextual analysis while recognizing that the precise relationship between hardship and Article 79 remains controversial (Ishida, 2018; Kuster & Andersen, 2017).

THE IMPACT OF INTERNATIONAL MARITIME TRANSPORT DISRUPTIONS ON THE PERFORMANCE OF INTERNATIONAL COMMERCIAL SALE CONTRACTS:

The Impact of Maritime Transport Disruptions on the Obligations of the Parties to an International Sale Contract:

International maritime transport disruptions directly affect the seller's primary obligation to deliver the goods at the time and place agreed upon by the parties, particularly where maritime transport constitutes the principal means through which delivery is to be performed. The closure of a maritime route, changes in vessel routes, security restrictions on navigation, or exceptional congestion at ports may result in delays in the seller's performance, even where the goods have been prepared for delivery and the failure to perform is not directly attributable to the seller. Nevertheless, the mere occurrence of a maritime disruption does not automatically release the seller from liability. It is necessary to establish a causal relationship between the disruption and the failure to perform, as well as to determine whether the seller could reasonably have adopted an alternative means of performance. This approach is consistent with the international interpretation of Article 79 of the CISG, which links exemption from liability to the existence of an impediment beyond the party's control and to the inability reasonably to foresee, avoid, or overcome the consequences of that impediment. Contemporary international scholarship has emphasized that the application of this rule should take into account the nature of the contractual obligation and the circumstances surrounding performance, rather than merely classifying the event as force majeure (Schwenzer, 2008).

The impact of maritime disruption is not limited to delay in delivery; it may also extend to determining the means that the seller is required to employ in order to mitigate the consequences of the disruption. If the usual maritime route becomes unavailable, the question may arise as to whether the seller must use an alternative route, another carrier, a different port, or a complementary mode of transportation. The answer depends on the nature of the contractual obligation and the allocation of risks agreed upon by the parties. Where the seller has undertaken to

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deliver the goods to a specified destination, the mere increase in the cost of an alternative route will not necessarily constitute a ground for exemption, particularly where a reasonable alternative remains available. By contrast, where the alternative results in an extraordinary and unforeseeable increase in cost or fundamentally changes the nature of the contractual performance, the issue may move beyond impossibility of performance to the doctrine of contractual hardship and the disruption of the economic equilibrium of the contract. International scholarship has particularly emphasized the importance of distinguishing force majeure from hardship in international sales contracts, because the fact that performance remains physically possible does not necessarily mean that its economic conditions remain unchanged (DiMatteo, 2005).

Maritime transport disruptions may also affect the buyer's obligation to take delivery of the goods and pay the purchase price, particularly where the disruption causes the goods to arrive after the agreed delivery date or fundamentally alters the economic circumstances in which the contract was concluded. The buyer may, for example, have purchased the goods for a specific commercial purpose connected with a particular season or with resale within a predetermined period, and maritime delay may cause that purpose to be lost or substantially reduce the economic value of the goods. Nevertheless, the economic consequences of a disruption do not, by themselves, extinguish the buyer's obligations. A distinction must be made between a personal or commercial purpose that was not disclosed to the other party and a purpose that has become part of the contractual framework. This highlights the importance of good faith, timely notification, and cooperation between the parties, so that maritime disruption does not become a means of escaping contractual obligations merely because the expected economic benefit has declined. Studies concerning international trade disruptions have demonstrated that major disturbances in global supply chains require renewed consideration of the relationship between contractual performance and the risks arising from changed circumstances, particularly where performance remains possible but becomes substantially more costly (Barreto, 2017).

The importance of allocating transportation risks becomes more apparent where the contract incorporates international trade terms that precisely determine the point at which costs and risks pass from the seller to the buyer. A maritime disruption may occur at a stage when the risk remains with the seller, or after the risk has passed to the buyer, thereby affecting the determination of which party bears the consequences of damage to the goods, delay, or increased transportation costs. Maritime disruption therefore cannot be treated as an event independent of the contractual framework. Rather, it must be interpreted in light of the agreed delivery terms and the nature of the obligations undertaken by each party. The situation becomes more complex where the sale contract is connected to a separate contract of carriage, since the same disruption may affect the performance of the sale contract while simultaneously giving rise to liability on the part of the carrier. It is therefore necessary to distinguish between liability arising from the sale contract and liability arising from the contract of carriage, while determining whether the carrier's failure may affect the seller's liability toward the buyer. Recent studies addressing the Red Sea crisis have demonstrated that differences in delivery terms, including FOB, CIF, and DDP, may produce different consequences concerning the allocation of risks associated with delay and increased freight costs (Sutrisno et al., 2026).

Maritime transport disruption may consequently lead to a rearrangement of contractual deadlines without necessarily resulting in termination of the contract. This is particularly evident in cases of temporary delay, where performance may be preserved by granting the debtor an additional period for performance. Such an additional period constitutes a mechanism for preserving the contractual relationship rather than immediately resorting to termination, particularly in international sale contracts involving substantial economic value for both parties. A recent study addressing this issue in the context of maritime disruptions associated with risks in the Strait of Hormuz has demonstrated that an additional period may constitute an effective instrument for preserving the contract, although its effectiveness diminishes where geopolitical disruptions become prolonged or their duration remains uncertain (Naeem, 2026).

Within the national legal systems under comparison, the treatment of this issue requires a balance between the binding force of contracts and the requirements of contractual justice. French law distinguishes between impossibility arising from force majeure and circumstances in which performance becomes more burdensome without becoming impossible, while Egyptian and Iraqi law likewise address force majeure and exceptional circumstances through rules that may permit exemption, adjustment, or termination depending on the nature and consequences of the event. The comparative significance of this approach lies in the fact that maritime transport disruptions do not occur in a single form. They may constitute temporary impossibility, permanent impossibility, mere delay, or an extraordinary increase in cost. Accordingly, the appropriate legal consequence should be determined by reference to the actual effect of the disruption on the contractual obligation and the debtor's ability to adopt reasonable measures to mitigate its consequences. This approach is consistent with comparative analyses of force majeure and hardship in international sales contracts, according to which the legal characterization of the event is insufficient without examining the conditions of exemption and its consequences in light of the applicable law and contractual provisions (Schwenzer, 2008).

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THE EFFECTS OF MARITIME TRANSPORT DISRUPTIONS ON CONTRACTUAL LIABILITY AND THE RESULTING REMEDIES:

International maritime transport disruptions raise questions of contractual liability where they result in non-performance or delayed performance. As a general principle, a party that fails to perform its obligations under an international sale contract bears the legal consequences of that failure unless it establishes a legally recognized ground for exemption. This issue is particularly significant in light of Article 79 of the CISG, which does not regard the mere occurrence of an exceptional event as sufficient for exemption. Rather, the event must constitute an impediment beyond the party's control, which could not reasonably have been foreseen at the time of contracting or avoided or overcome thereafter. Accordingly, a maritime transport disruption must be examined through three interconnected elements: the nature of the event, its causal relationship with the failure to perform, and the measures taken by the affected party to overcome or mitigate its consequences. Contemporary scholarship has emphasized that Article 79 does not establish an unrestricted exemption from liability, but rather a limited exemption whose scope depends upon the circumstances of the particular case (Garro, 2007).

Recognition of an impediment capable of exempting a party from liability also requires a distinction between exemption from damages and extinction of the underlying contractual obligation. Exemption from liability for delay does not necessarily mean that the contract has terminated or that the other party has lost its right to demand performance once performance becomes possible. This distinction is particularly important in the context of temporary maritime disruptions, where contractual performance may be suspended during a particular period and subsequently resumed after the risk has disappeared. Thus, exemption from damages during the period in which the impediment prevented performance does not necessarily constitute a permanent exemption from the obligation to perform the contract. Comparative scholarship concerning international sale contracts has highlighted the importance of this distinction, since the application of Article 79 may release a party from liability for damages without automatically terminating the contractual relationship (Schwenzer, 2008).

Where maritime disruption results in a substantial delay that deprives late performance of its economic value to the buyer, the issue may move into the field of contractual remedies, particularly termination. Not every delay, however, justifies termination. It is necessary to determine whether the delay has reached the level of a fundamental or substantial breach, or whether the contract or applicable law grants the aggrieved party the right to terminate only after allowing the defaulting party an additional period for performance. The importance of the additional period lies in its ability to balance the creditor's interest in obtaining performance with the debtor's interest in preserving the contractual relationship where the delay resulted from circumstances beyond its control. Recent scholarship concerning maritime transport disruptions indicates that an additional period may serve an important function in preserving international contracts, although its effectiveness becomes limited where the disruption is prolonged or its duration cannot reasonably be determined (Naeem, 2026).

Maritime disruption may also create a situation of economic hardship that does not amount to impossibility of performance, such as where rerouting vessels causes a substantial increase in freight, insurance, storage, or logistical costs. In such circumstances, the central legal question is not whether performance remains possible, but whether it is reasonable and equitable to require the affected party to perform under the original contractual conditions despite an extraordinary change in circumstances. This highlights the distinction between force majeure and hardship. Force majeure primarily concerns an impediment preventing performance or making it unreasonable to overcome, whereas hardship concerns a fundamental alteration of the contractual equilibrium while performance remains possible. Comparative scholarship has emphasized that the treatment of hardship in international commercial contracts varies according to the applicable law and the contractual provisions, and that renegotiation or contractual adjustment may in some circumstances be more appropriate than immediate termination (Barreto, 2017).

Maritime transport disruptions may, moreover, give rise to liability on the part of a contracting party notwithstanding the existence of the disruption itself, particularly where that party failed to take reasonable measures to mitigate the loss or failed to notify the other party promptly of the impediment. Exemption from liability should not operate as an absolute protection for the affected party. Within reasonable limits, that party remains expected to cooperate with the other contracting party, provide relevant information, and explore available alternatives for performance. The duty of notification is particularly significant in international contracts because of the geographical distance between the parties, the time often separating conclusion from performance, and the involvement of multiple actors in transportation, logistics, and insurance. Consequently, failure to provide timely notice may result in the affected party bearing losses that could reasonably have been avoided had proper notification been given. International approaches to force majeure and hardship emphasize the importance of contractual procedures concerning notification, evidence of the impediment, and the examination of reasonable alternatives (DiMatteo, 2005).

This principle becomes particularly significant in large-scale maritime crises such as the Red Sea crisis. It is not sufficient merely to establish that the security risk was beyond the parties' control; its actual impact on the contractual obligation must also be determined. If the maritime route remains technically available but only at a

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significantly higher cost, the situation may constitute hardship rather than impossibility. Conversely, where passage through the agreed route has become practically impossible and no reasonable alternative is available, the circumstances may fall within the scope of force majeure. Recent research on the Red Sea crisis has demonstrated that maritime disruptions have resulted in vessel rerouting, longer voyage times, and increased logistics costs, requiring a differentiated assessment of the liabilities of sellers and buyers according to the contractual terms and the applicable Incoterms rules (Sutrisno et al., 2026).

Finally, comparative analysis demonstrates that the most appropriate legal remedy for maritime transport disruptions cannot be predetermined independently of their actual impact on the contract. The appropriate consequence may consist of an extension of the delivery period, temporary suspension of performance, exemption from damages, renegotiation, contractual adjustment, or ultimately termination where continued performance becomes impossible or the contractual purpose is substantially defeated. Contemporary developments in international commercial law indicate the need to move beyond a rigid approach based solely on termination or complete exemption and toward a more flexible framework that takes account of risk allocation, cooperation between the parties, and preservation of the contractual relationship. This approach is particularly important in light of the recurring geopolitical, environmental, and logistical crises affecting international maritime routes. International commercial sale contracts should therefore contain clear mechanisms addressing changes in transportation routes, extraordinary increases in freight costs, delays, notification, renegotiation, and alternative performance, rather than leaving all such matters to general legal rules after the dispute has already arisen. Recent studies of international maritime disruptions confirm the need for contractual and legal mechanisms capable of enhancing the resilience of international commercial contracts and their ability to withstand disruptions in global supply chains (Naeem, 2026).

COMPARATIVE LEGAL TREATMENT OF INTERNATIONAL MARITIME TRANSPORT DISRUPTIONS IN INTERNATIONAL COMMERCIAL SALE CONTRACTS:

The Position of Comparative Laws on the Treatment of International Maritime Transport Disruptions:

A comparison of the Egyptian, Iraqi, and French legal systems demonstrates that international maritime transport disruptions are not subject to a single uniform legal consequence; rather, their effects depend on the nature of the impediment and the extent to which it affects the contractual obligation. Under French law, Article 1218 of the Civil Code provides a fundamental framework for force majeure, linking exemption to the existence of an event beyond the debtor's control that could not reasonably have been foreseen at the time of contracting and whose consequences could not be avoided through appropriate measures, and which prevents performance of the obligation. This framework consequently requires a distinction between a disruption that makes performance impossible and one that merely increases its cost. Within international trade, Article 79 of the CISG provides a harmonized framework by similarly linking exemption to an impediment beyond the party's control and to the inability reasonably to foresee, avoid, or overcome its consequences. Comparative scholarship has emphasized that not every maritime crisis can automatically be characterized as force majeure merely because it constitutes an exceptional event; rather, its actual effect on the contractual obligation must be established (Schwenzer, 2008; Bridge, 2020).

Under Egyptian law, the treatment of maritime transport disruptions is primarily based on the general rules governing force majeure, the external cause, and exceptional circumstances, together with particular importance being given to the contractual allocation of risks. The legal consequences therefore differ depending on whether the disruption has rendered performance permanently impossible, temporarily impossible, or merely more burdensome because of increased costs. Egyptian legal scholarship has increasingly emphasized the importance of contractual regulation of force majeure in international contracts, allowing the parties to identify relevant events, determine their consequences, establish notification requirements, provide for renegotiation, and regulate termination rights. Accordingly, disruptions affecting ports, maritime routes, wars, and security restrictions should not be considered independently of the contractual framework. The first step should be to examine the force majeure or renegotiation clause contained in the contract, followed by recourse to the applicable law for matters not expressly regulated by the parties. This approach is consistent with Arab legal scholarship emphasizing that the international nature of commercial contracts justifies granting the parties substantial freedom to determine the content and effects of force majeure clauses (Hassoun Anouz; Al-Azraq, 2019).

The Iraqi legal position similarly requires a distinction between impossibility capable of producing exemption from liability and mere hardship that may require a different legal response. This distinction becomes particularly important in international sale contracts in which maritime transportation constitutes an essential component of performance. The disruption of a particular maritime route does not necessarily make performance impossible if an alternative route remains reasonably available. Consideration should therefore be given to the nature of the goods, their destination, the agreed contractual period, and the costs associated with alternative transportation. Iraqi legal scholarship has addressed force majeure in international commercial contracts from the perspective of its effects on contractual obligations, emphasizing that the determination of force majeure cannot be separated from the nature of the obligation and the surrounding circumstances. (Al-Isawi, 2005; Salman, 2024).

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The specificity of the French approach becomes more apparent when distinguishing force majeure from contractual hardship. Following the reform of French contract law, Article 1195 of the Civil Code provides a framework for circumstances in which performance becomes excessively onerous as a result of an unforeseeable change in circumstances, allowing the affected party, subject to the statutory requirements, to request renegotiation and potentially seek judicial intervention. This provision is particularly relevant to maritime transport disruptions that do not completely prevent vessels from navigating but substantially increase freight, insurance, or logistical costs or require a major alteration of the maritime route. The rule should nevertheless be distinguished from force majeure under Article 1218, thereby establishing a graduated legal framework beginning with continued performance, followed where appropriate by renegotiation or adjustment of the contractual equilibrium, and ultimately termination where continuation becomes legally or economically unsustainable. This approach is consistent with comparative scholarship concerning hardship and with international applications addressing substantial changes in the economic equilibrium of international sales contracts. The Scafom International BV v. Lorraine Tubes S.A.S. dispute is particularly significant in this context because it demonstrates how contractual imbalance may be considered separately from physical impossibility (Barreto, 2016; Brunner, 2009).

Within the framework of international uniform law, the CISG constitutes a central comparative reference, particularly through Article 79. Nevertheless, Article 79 should not be interpreted in isolation from the remainder of the Convention. Delay in delivery may also implicate Article 25 concerning fundamental breach, Article 47 concerning the additional period for performance, Article 49 concerning avoidance, and Articles 74 and 77 concerning damages and mitigation of loss. Consequently, a maritime transport disruption does not produce a single predetermined legal consequence. It may result in temporary exemption from damages, the granting of an additional period for performance, avoidance where the breach is fundamental, or a reduction in damages where the injured party has contributed to the increase in its own loss. This integrated approach can be observed in international applications of Article 79, including Macromex S.R.L. v. Globex International Inc., in which the arbitral tribunal considered whether alternative means of performance were available, and Raw Materials Inc. v. Manfred Forberich GmbH, concerning the freezing of the port of St. Petersburg, where foreseeability and the actual impact of the event on the seller's ability to perform were central to the analysis (Garro, 2007; Bridge, 2020).

The comparison between Egypt, Iraq, France, and the international uniform framework therefore reveals a common principle: the occurrence of a maritime disruption alone is insufficient to produce an automatic legal consequence, although the available mechanisms and degree of judicial flexibility differ between legal systems. French law provides a more explicit distinction between force majeure and hardship, whereas the Egyptian and Iraqi systems rely to a greater extent on general contractual doctrines, contractual clauses, and judicial characterization of the circumstances. The CISG, meanwhile, provides a uniform framework for exemption from liability while leaving certain consequences to its other provisions or to the applicable domestic law. The most appropriate approach for international maritime commerce should therefore be based on a graduated system of remedies: preserving performance whenever reasonably possible, granting an additional period in cases of delay, permitting renegotiation where the economic equilibrium has been fundamentally disrupted, and allowing exemption or termination where performance becomes impossible or the contractual purpose is substantially defeated. Such an approach is supported both by Arab scholarship emphasizing contractual continuity and by international scholarship linking force majeure and hardship to the nature of the obligation and the actual consequences of the impediment (Schwenzer, 2008; Salman, 2024; Al-Azraq, 2019).

JUDICIAL AND ARBITRAL APPROACHES AND MECHANISMS FOR RESOLVING DISPUTES ARISING FROM MARITIME TRANSPORT DISRUPTIONS:

International judicial practice demonstrates that courts do not automatically characterize maritime transport disruptions as force majeure. Instead, they examine whether the event was foreseeable and whether its consequences could reasonably have been avoided or overcome. The case of Raw Materials Inc. v. Manfred Forberich GmbH & Co. KG represents an important application in this field. The dispute concerned a contract for the sale of Russian railway rails to a United States buyer, where the seller invoked impossibility of shipment resulting from the unexpected freezing of the port of St. Petersburg. The court focused on the existence of the impediment, its effect on performance, and whether the event could reasonably have been foreseen when the contract was concluded. The significance of the case lies in demonstrating that the interruption of maritime navigation or the closure of a port may constitute a genuine impediment, but characterization as force majeure requires a factual assessment of the circumstances surrounding the contract (Bridge, 2020; Garro, 2007).

The Macromex S.R.L. v. Globex International Inc. dispute illustrates a comparatively strict approach to the possibility of overcoming an impediment. The seller had delayed shipment of part of the goods, after which an import ban was imposed in Romania, and the seller invoked force majeure. The arbitral tribunal nevertheless considered the availability of alternative arrangements for shipment to be relevant to the question of exemption. The case is particularly significant for maritime transport disruptions because the closure of a port or restriction

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on vessel entry should not automatically release the seller from liability where the seller could reasonably have used another port, changed the transportation arrangements, or otherwise mitigated the consequences of the event. This approach is consistent with international scholarship emphasizing the importance of mitigation and reasonable alternative performance when determining the scope of Article 79 of the CISG (Schwenzer, 2008; Brunner, 2009).

French judicial practice also provides relevant applications concerning international transportation disruptions. In its judgment of 16 March 1999, Appeal No. 97-11.428, the French Cour de cassation considered a dispute involving delayed transportation of goods from Taiwan to France in circumstances connected with the Gulf War. The court examined force majeure in the context of international transportation, with particular attention to the foreseeability of war-related risks and the measures taken by the carrier to overcome their consequences, including the possibility of alternative transportation arrangements. The case is especially relevant to the present study because it demonstrates that a war affecting transportation routes does not automatically establish force majeure. Rather, the court must examine whether the risk could reasonably have been anticipated at the time of contracting and whether the debtor took appropriate measures to mitigate the consequences of the event (Cour de cassation, 1999; Schwenzer, 2008).

French case law has also developed relevant approaches concerning climatic events and liability in transportation. In its judgment of 15 March 1982, Appeal No. 81-10.938, the French Cour de cassation addressed an impediment affecting access to a river port connected with transportation and emphasized the importance of assessing unforeseeability at the time of contracting. In another case concerning damage to goods caused by a storm, the court rejected the characterization of the storm as force majeure where reasonable protective measures could have been taken to prevent its consequences. These decisions reveal an important principle applicable to contemporary maritime transport disruptions: a natural or climatic event does not constitute force majeure merely because of its intensity; its consequences must have remained unavoidable despite the adoption of reasonable measures. This approach corresponds to comparative scholarship linking force majeure to control, foreseeability, and the possibility of overcoming the consequences of the event (Bridge, 2020; Brunner, 2009).

Arbitral practice and contemporary scholarship also demonstrate the importance of additional periods for performance and renegotiation as mechanisms for preserving contractual relationships rather than immediately resorting to termination. Recent research concerning maritime navigation disruptions in the Strait of Hormuz has emphasized that granting an additional period may provide an appropriate mechanism for addressing delays resulting from maritime risks, particularly where the disruption is temporary and the restoration of the maritime route can reasonably be anticipated. Renegotiation may likewise become more appropriate where the disruption substantially increases the cost of performance without making performance impossible. This approach is supported by Arab scholarship concerning force majeure disputes and by comparative literature emphasizing that preservation of the contractual relationship may be legally and economically preferable to termination in cases of substantial but temporary disruption (Naeem, 2026; Salman, 2024; Al-Azraq, 2019).

On the basis of the foregoing, a graduated legal framework may be proposed for dealing with international maritime transport disruptions in international commercial sale contracts. The first stage should involve identifying the source of the contractual obligation and allocating transportation risks according to the contract and applicable international trade terms. The second stage should determine the nature of the disruption, its foreseeability, and the possibility of using alternative maritime routes or other means of transportation. The third stage should assess its effect on the delivery period, the cost of performance, and the economic purpose of the contract. Where the impediment is temporary, the preferred approach should be preservation of the contract through an extension of time or an additional period for performance. Where the disruption causes substantial economic hardship, renegotiation or contractual adjustment should be considered. Where performance becomes permanently impossible or the breach fundamentally defeats the contractual purpose, termination or avoidance may become appropriate under the applicable law. This framework is supported by comparative judicial practice rejecting automatic exemption, international scholarship distinguishing force majeure from hardship, and Arab legal scholarship emphasizing renegotiation and dispute resolution in international commercial contracts (Schwenzer, 2008; Bridge, 2020; Salman, 2024).

CONCLUSION:

The study concludes that international maritime transport disruptions have become among the most significant factors affecting the stability and performance of international commercial sale contracts, particularly in light of geopolitical crises, the closure or disruption of maritime routes, security restrictions, natural and climatic disasters, port congestion, and extraordinary increases in freight and insurance costs. The legal effect of such disruptions cannot be determined abstractly or merely by characterizing them as force majeure; rather, it depends on the nature of the impediment, the extent to which it is beyond the control of the affected party, its foreseeability at the time of contracting, the possibility of avoiding or overcoming its consequences, and the allocation of risks under the contract, applicable trade terms, and governing law. The comparative analysis of Egypt, Iraq, and France, in light

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of the United Nations Convention on Contracts for the International Sale of Goods 1980 and other relevant international rules, demonstrates a common tendency to distinguish between impossibility of performance capable of justifying exemption from liability and hardship, where performance remains possible but becomes exceptionally burdensome. Judicial and arbitral practice further demonstrates that disruption of a maritime route or port does not automatically release a debtor from liability; rather, it is necessary to determine whether reasonable measures were taken to overcome the impediment and mitigate its consequences, including the possibility of using alternative routes or means of transportation. The study therefore concludes that the most appropriate approach is to adopt a graduated system of legal consequences, beginning with continued performance and the granting of an additional period where delay occurs, followed by renegotiation or adjustment of obligations where the economic equilibrium of the contract has been fundamentally disrupted, and ultimately exemption from liability or termination where continued performance becomes impossible or the contractual purpose is substantially defeated. Such an approach would contribute to balancing the stability of international transactions, contractual justice, and a clearer and more effective allocation of maritime transport risks.

Findings:

An international maritime transport disruption does not, by itself, automatically constitute force majeure. The requirements of force majeure must be examined, particularly unforeseeability, lack of control, and the inability reasonably to avoid or overcome the consequences of the event.

The legal effect of a maritime disruption depends on its actual impact on the contractual obligation. The disruption may result in temporary delay, temporary or permanent impossibility, or merely an extraordinary increase in the cost of performance, each of which may produce different legal consequences.

Contractual provisions and international trade terms play a fundamental role in allocating maritime transportation risks. They determine, among other matters, which party bears the risks of delay, damage, or increased transportation costs, making contractual interpretation an essential step before applying general rules concerning force majeure.

The comparison of Egyptian, Iraqi, and French law demonstrates differences in the mechanisms used to address maritime disruptions, while revealing a common objective of balancing the binding force of contracts against exceptional circumstances. This distinction is particularly evident in French law through the separate treatment of force majeure and contractual hardship.

Judicial and arbitral practice confirms the importance of seeking reasonable alternatives before granting exemption or terminating a contract. The duties of notification, mitigation of loss, and cooperation between the parties also constitute important factors in determining liability and the appropriate contractual remedy.

RECOMMENDATIONS:

International commercial sale contracts should contain more detailed provisions addressing maritime transport disruptions. Such clauses should clearly identify the covered events, notification procedures, applicable time periods, available alternatives for performance, and the consequences of disruption for contractual obligations and costs.

The use of renegotiation mechanisms should be strengthened in international commercial sale contracts where maritime disruptions fundamentally alter the economic equilibrium of the contract without making performance impossible, rather than resorting immediately to avoidance or termination.

Arab legislation and judicial practice concerning maritime transport disruptions should be further developed through clearer criteria distinguishing force majeure, hardship, and exceptional circumstances, thereby reducing interpretive uncertainty and improving the predictability of legal outcomes.

An integrated interpretation of international and domestic rules governing international sales and maritime transportation should be encouraged, taking into account the relationship between the CISG, maritime transport rules, and international trade terms, in order to avoid inconsistencies in risk allocation between the sale contract and the contract of carriage.

A graduated legal approach should be adopted for addressing the consequences of maritime transport disruptions, beginning with preservation of the contract whenever performance remains reasonably possible, followed by extension of time, renegotiation, or adjustment of obligations, and resorting to complete exemption or termination only where the nature and consequences of the disruption genuinely warrant such remedies. This would enhance the stability of international trade and promote a fairer allocation of maritime transportation risks.

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