

1. Record Nr.	UNINA9910683358403321
Autore	Diaconu Daniel Constantin
Titolo	Force majeure in the hydropower industry : concepts and case studies / / Daniel Constantin Diaconu
Pubbl/distr/stampa	Cham, Switzerland : , : Springer, , [2023] ©2023
ISBN	9783031274022 9783031274015
Edizione	[1st ed. 2023.]
Descrizione fisica	1 online resource (160 pages)
Disciplina	343.0929
Soggetti	Electric power production - Law and legislation Vis major (Civil law) Water-power - Law and legislation
Lingua di pubblicazione	Inglese
Formato	Materiale a stampa
Livello bibliografico	Monografia
Nota di bibliografia	Includes bibliographical references.
Nota di contenuto	Chapter 1 Introduction -- Chapter 2 Water for energy versus energy for water -- Chapter 3. Energy sectors that use water -- Chapter 4. The context of the development of the World hydropower sector -- Chapter 5. The impact of drought on the hydropower domain -- Chapter 6. Force majeure -- Chapter 7. Sample contractual provisions, which must be contained in a force majeure contract -- Chapter 8. Concrete cases of invocation of force majeure -- Chapter 9. Romania, in a European energy context -- Chapter 10. Settlement of the dispute, in case the force majeure clause is invoked by Hidroelectrica SA -- Chapter 11. Electricity, systemic crises and environmental policies.
Sommario/riassunto	This book aims to highlight the particular situation faced by certain hydropower companies by the fact that they cannot fulfil their contracts due to force majeure. The first part of this book will be an analysis of how water is used in electricity production. It is important to point out that all types of energy sources use water, to a different extent, of course, and that its spatial and temporal availability is very important. The focus will be on hydropower, presenting the current situation at the global level, and the effect of reducing the amounts of water in the river system. The second part is based on the presentation of the

concept of force majeure and the ways of presenting and drafting it in a contract. Many disputes or the success of a contract depended heavily on the provisions of this article of the contract. Obviously, there are also situations in which the signatory parties abuse or are not protected by these provisions of force majeure. Starting from a few brief examples from the international level, we reach a wide discussion of the situation created in Romania, when the largest supplier of electricity produced on the basis of water terminates several contracts invoking force majeure. The manner in which the opinion of the parties involved is presented to the court is analyzed and presented in detail.
