

нејасноће. Савршена одредба, која одговара свим околностима, свакако да не постоји, али се зато њеним пажљивим формулисањем могу решити барем неке тешкоће у пракси, док ће друге неизбежно наставити да се појављују с обзиром на неизвесност повезану са предвиђањем будућности.

Jovan Vujičić*

HARDSHIP CLAUSE

Summary

Interest in solving the problem of changed circumstances in contractual relationships is shown not only by lawyers, but also by economic entities and their associations. Due to the very narrow application of international and national sources in the court and arbitration practice, the parties, in order to eliminate the uncertainty about whether or not, when and in what direction the changed circumstances affect the legal effect of the contract, most often explicitly allocate the risk of their occurrence. In order to free the routine approach that leads to blind stimulation and rewriting, i.e. entering into the contract of the usual safeguard clauses, without a complete understanding of their importance, it is necessary to become familiar with the types, content and effect of these clauses. By examining these issues in advance and contracting provisions appropriate to the circumstances and needs of specific transactions can be avoided many damages and deficiencies that may arise post factum in business practice.

Key words: *hardship clause, clausula rebus sic stantibus, changed circumstances, international commercial contracts, International Chamber of Commerce.*

* Assistant, Faculty of Law, University of Kragujevac.