

Reexam Summer 2025
Programme: BSc in Economics and Business Administration, HA, 6th semester.
Course: International Business Law
Number of pages (incl. front page and enclosures if any): 6
Exam date: 8th Month: August Year: 2025 Time: 10:00-13:00
On-site written exam submitted in WISEflow. The assignment is completed in FLOWlock (a closed browser). Use of the internet NOT allowed during the exam. Own PC required. The lock-down browser must be installed prior to the exam. The browser prevents you from accessing anything other than PDF files stored locally on your own PC.
Use of GAI allowed: No
Aids: All written aids (printed and/or handwritten) incl. textbook and PC (FLOWlock). PDF-files on the student's own computer as well as access to www.retsinformation.dk are allowed. It is the student's own responsibility that FLOWlock is installed and working on their own PC. The exam must be answered digitally through FLOWlock.
A paper copy of the assignment is not handed out.
Remarks:

All grades are available not later than 5th September 2025 at 12:00. Deadline for complaints is not later than 14 days after this date.

International Business Law 2025 reexam

Question 1 (15%)

Fitwell A/S, a private company association with limited liability, offers fitness and gym services to consumers. The company is situated in Aarhus.

In April 2025, Fitwell A/S orders ten new machines from the world-famous producer, TechnoFit in Italy. Included in the order is two rowing machines (“rowers”).

Fitwell employee, Fitness Manager Anders Aspen, is at work in Fitwell when the “rowers” arrive at the doorstep of Fitwell A/S on Monday 12 May 2025.

The “rowers” are stored in two boxes, each weighing 61 kg (134 pounds (lb)). Even for Anders, this was a heavy weight. Therefore, Anders asks the driver, Morten, from the transport company delivering the fitness machines, GLS, to help him lift the boxes into the main storage room of Fitwell. The storage room is in the basement, accessible only by stairs. However, Morten refuses, as this, he says, “...is against GLS policies for dangerous and heavy lifting, where the limits are 50 kg (110 pounds (lb)) – and no stairs allowed!”.

Instead, Anders asks one of his old high school friends, Bent Bendtsen, to help him. Bent is in Fitwell as part of his weekly training program. Bent is quite small, so this heavy lifting is really to the borders of his ability. Anders offers him a protein bar for his help, and Bent accepts.

When Anders and Bent walk down the stairs, Bent walks first backwards down the stairs. Halfway down, Bent falls on the stairs, and lands on his back with the heavy box on top of him. The reason why Bent falls is a combination of heavy lifting, as well as slippery stairs. Anders – who washed the stairs 15 minutes before – did not mention anything about the risk of water stains on the stairs.

Due to the fall, Bent suffers a serious back injury and must rest for 2 months at the hospital. Consequently, Bent cannot work as a baker in his own bakery shop. He must close his shop, and the loss of income is 95,000 DKK. Furthermore, Bent’s iPhone, which is insured in the insurance company TRYG, is destroyed (worth 5,000 DKK).

Bent now sues Anders as well as Fitwell for the damages, 100,000 DKK all in all. Both Anders and Fitwell deny any liability.

Questions:

- 1.1. Is Anders and /or Fitwell A/S liable for the damages?**
- 1.2. Irrespective of your reply to question 1.1.: What is the internal allocation of the liability between Anders and Fitwell?**

Please explain in detail the legal arguments – including the relevant legal sources – for your conclusions.

Question 2 (15%)

A week after the delivery, 19 May 2025, the Fitwell member, top-violinist Christina Cortsen is having her biweekly training. She uses the new “rowers”. Suddenly, without any warning, the cable in the rowing machine breaks, and Christina falls abruptly out of the “rower’s” seat. Christina breaks her right first finger (“index finger”) and destroys her Garmin training watch. Consequently, Christina must cancel 10 concerts, and she loses 100,000 DKK in income. The Garmin watch is valued at 4,000 DKK. Christina now sues Fitwell as well as the Italian manufacturer, Technofit.

Fitwell denies any liability with reference to the fact that they have done nothing wrong. Furthermore, there are several signs in the rooms saying “Training is on your own risk. Fitwell cannot be held liable for damage suffered during training”.

Technofit denies any liability with reference to the fact that they are not a contracting party. Furthermore, they have limited their liability for any defects in the products in the contract with Fitwell, with the following wording:

“Technofit’s liability is limited to DKK 50,000 for each defect product and/or incident, no matter the legal theory or rule that supports the claim”.

Questions:

- 2.1. Can Christina claim compensation for her losses from Fitwell and/or Technofit?**
- 2.2. Irrespective of your answer to question 2.1.: what is the internal allocation of liability between Fitwell and Technofit, should they both be liable?**

Please explain in detail the legal arguments – including the relevant legal sources – for your conclusions.

Question 3 (15%)

On 20 May 2025, Fitness Manager Anders Aspen is having his regular morning meeting with the CEO of Fitwell, Frederikke Frandsen. Frederikke tells Anders that the local company BetterSeller A/S is looking for a partner, as they want to offer their 100 employees a “Yearly VIP Employee membership” in a fitness chain, normally priced 4,000 DKK, at a discount. Frederikke knows that the other big fitness chain in Aarhus, Bestfit A/S, also wants to win the contract, so she gives Anders authority to sell the memberships with up to a 25% discount, if BetterSeller should contact Anders, while she is away.

At noon, the procurement manager from BetterSeller, Peter Prebsen steps into Fitwell’s office and asks for Frederikke, who is however at lunch. Anders tells Peter that he has authority to close the deal. Peter tells Anders that he has just received an offer from Bestfit that will be hard to match. Anders immediately offers Peter a discount of 25%, but Peter smiles, shake his head and says no. Anders makes a fast decision and says: “We will give you a discount of 50%, then!”. Peter – who had received an offer with a 30% discount from Bestfit one hour earlier – immediately accepts the offer from Anders.

When Frederikke hears about “the deal” from Anders, she criticizes Anders and immediately contacts Peter and tells him that Anders has acted in contradiction with her instructions, and that the offer, quote: “...Obviously is too good to be true! Consequently, there is no binding contract between BetterSeller and Fitwell!”

Peter calmly reminds Frederikke that “A deal is a deal, and Fitwell is bound by the contract that fitness manager Anders has entered into on their behalf! If you do not honor the contract, we will have to sue you!”.

Question:

3.1. Does BetterSeller have a binding contract with Fitwell?

Please explain in detail the legal arguments – including the relevant legal sources – for your conclusions.

Question 4 (55%)

You are working in a Danish company that designs, produces, and sells various products, including china, lamps, furniture, household appliances, and electronics. Sales are made both to private consumers (B2C) and businesses (B2B), through both physical stores and a webshop. The company has production facilities and employees in Denmark and does business with suppliers and customers across Europe. Below are several real-life situations the company is currently facing.

Please evaluate the legal implications in each case and explain in detail the legal arguments – including the relevant legal sources – for your conclusions

I. Scenario “teapot”

A consumer customer, Karen Christoffersen, has purchased a teapot and eight mugs from your store. Three days after the purchase, she reads a recall notice in the newspaper. Your company offers to replace the teapot due to the risk that it may break when filled with hot water. The china was produced in Italy and sold in Denmark.

Questions:

4.1. Who is liable if the teapot causes damage?

4.2. From a legal point of view, is it sufficient that the consumer is simply offered a new teapot?

II: Scenario “lamps”

Your company also designs and produces lamps in Denmark. One of your regular customers – a design store in Aarhus – has a contract stating delivery must occur every first Monday of the month. In April, only half of the lamps ordered are delivered due to various circumstances. The buyer now claims the right to cancel the entire contract, because the lamps are no longer selling well.

Question:

4.3. Does the customer have a legal right to terminate the entire contract?

III. Scenario “chairs”

A furniture delivery of 32 chairs from Portugal is delayed 9 days, and your company can no longer wait due to other customer orders.

Questions:

4.4. How should the company handle the delayed delivery?

4.5. Where would a potential legal trial against the Portuguese supplier take place?

VI. Scenario “credit”

Your company sells furniture on credit to private consumer customers. One customer cannot pay, and your company considers to send a representative to the customer’s home to collect the goods.

Questions:

4.6. Does the company (the seller) have a legal right to reclaim the goods if the buyer does not pay?

4.7. Would your answer be different if the purchase had been made by a company?

V. Scenario “contract changes”

As mentioned earlier, the company sells to both B2B and B2C customers across Europe. It is difficult to manage the contracts, since the company has developed contracts in most European languages and with different content. No conditions regulating choice of law and venue are included.

Question:

4.8. Can your company (the selling company) implement a standard clause stating that Danish law applies to all contracts?

Your company also considers adjusting the standard "Force Majeure clause" in their contracts.

Question:

4.9. Which legal factors should your company consider?