



Wars, Sanctions, and Construction Claims:

Delay, Force Majeure, and
Entitlement in Disrupted Projects

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Foreword

When Russia launched its full-scale invasion of Ukraine in February 2022, the global construction industry felt it almost immediately — not through news alerts, but through empty supplier inboxes, steel quotations that expired within 24 hours, and engineers asking their commercial teams a question no one had prepared for: Does this count as force majeure?

That moment exposed something that has long been true but rarely discussed openly: most construction contracts are not designed for geopolitical disruption. Their force majeure clauses were written for discrete, local events — a flood, a fire, an earthquake. They were not written for the layered reality of modern conflict: where war in one country causes sanctions from fifteen others, collapses a currency, blocks a payment channel, and simultaneously removes half the world's supply of a critical material from the market.

This ebook exists because that gap matters. It matters to contractors trying to understand whether they have a claim. It matters to employers deciding whether to resist one. It matters to lawyers, claims consultants, and arbitrators working out how the contract machinery applies to events that no one at the signing table ever truly imagined.

The chapters that follow cover six core questions that arise in almost every war- or sanctions-related dispute. They are not abstract legal questions. They are the practical questions that drive commercial decisions, shape claims strategies, and ultimately determine outcomes in arbitration.

"In geopolitically unstable markets, the contractor who wins in arbitration is rarely the one with the strongest moral argument. It is the one who built their claim on the best evidence, understood their contract, and proved causation with discipline."

CHAPTER 1: The Scale of the Problem

How Conflict Has Reshaped Construction Claims

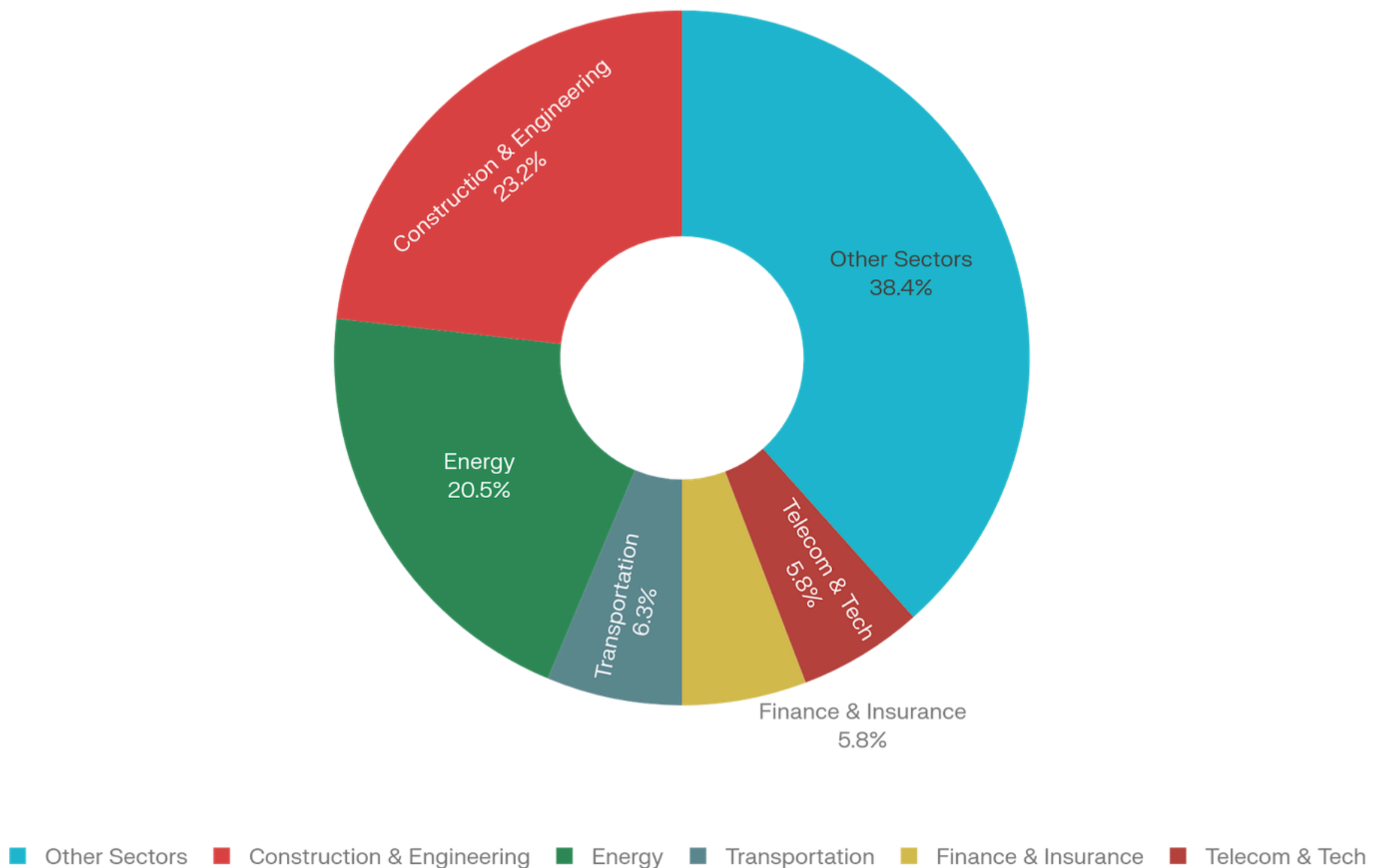
The numbers tell a clear story. Construction and engineering disputes are the single largest category of cases before the International Chamber of Commerce (ICC), accounting for 23.2% of all new ICC arbitration filings in 2024, with energy disputes adding another 20.5% — together making up nearly 44% of all new cases registered globally. These numbers have been climbing for years, but the composition of those disputes has changed.

23.2% of all ICC arbitration filings in 2024 were construction & engineering cases — the largest single sector worldwide.

Source: ICC Dispute Resolution Statistics 2024

ICC Arbitration Case Distribution by Sector (2024)

Source: ICC Dispute Resolution Statistics 2024 | Construction leads at 23.2%



[Figure: Figure 1: ICC Arbitration Cases by Industry Sector (2024) | Source: ICC Dispute Resolution Statistics 2024]

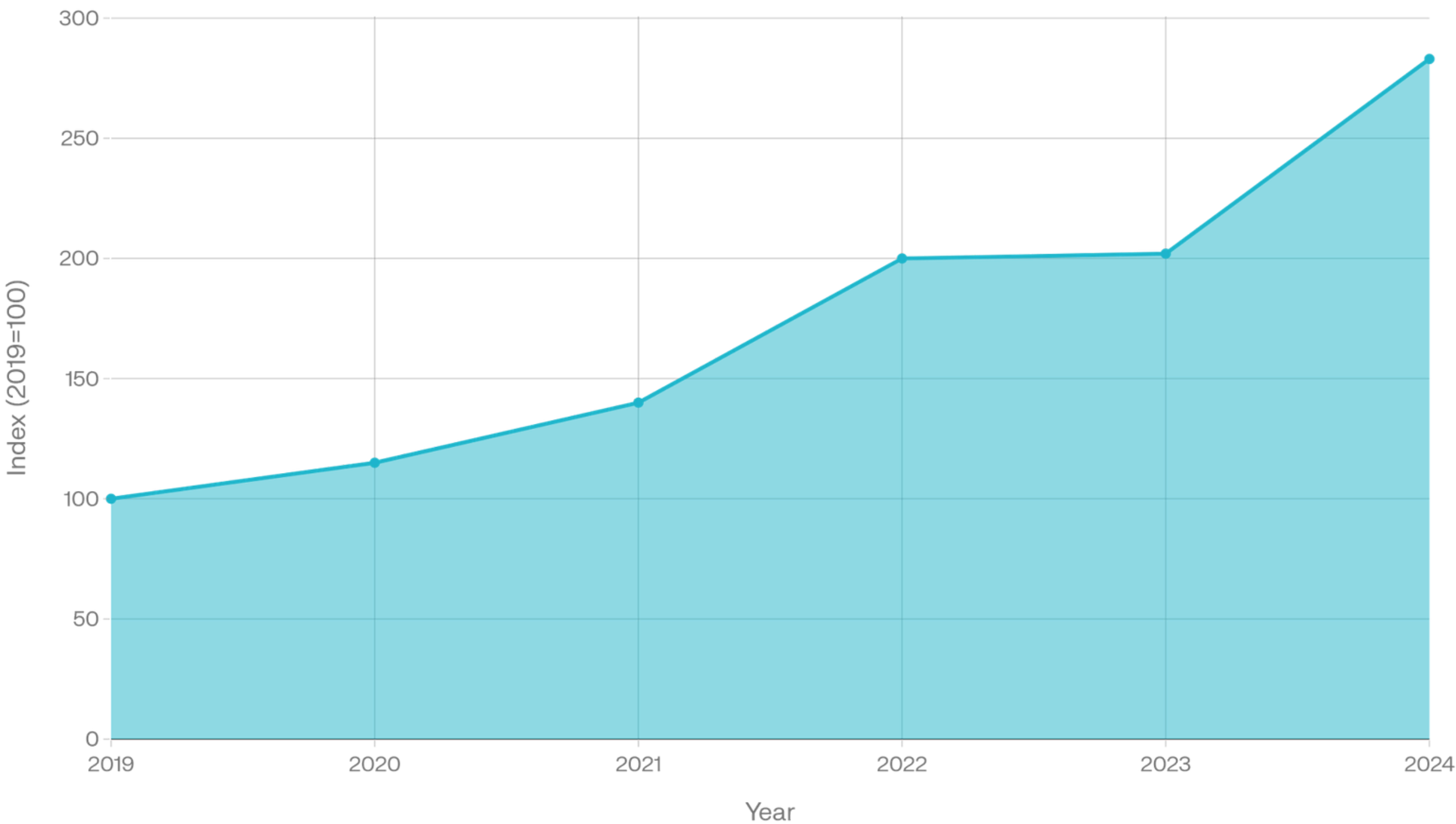
Before 2022, most construction delay claims had a familiar anatomy: late design information, scope changes, contractor default, or weather events. From 2022 onward, a new category emerged at scale — claims rooted in geopolitical disruption: war, sanctions, export controls, currency restrictions, and supply chain failures that no project schedule had anticipated.

3× North America construction dispute values tripled between 2019 and 2024, with a 40% single-year jump in 2024 alone.

Source: Arcadis Global Construction Disputes Report 2025

Construction Dispute Value Index, N. America (2019–2024)

Source: Arcadis 2025 Report | Values tripled vs 2019



[Figure: Figure 2: North America Construction Dispute Value Index (2019–2024) | Source: Arcadis 2025]

The Supply Chain Effect

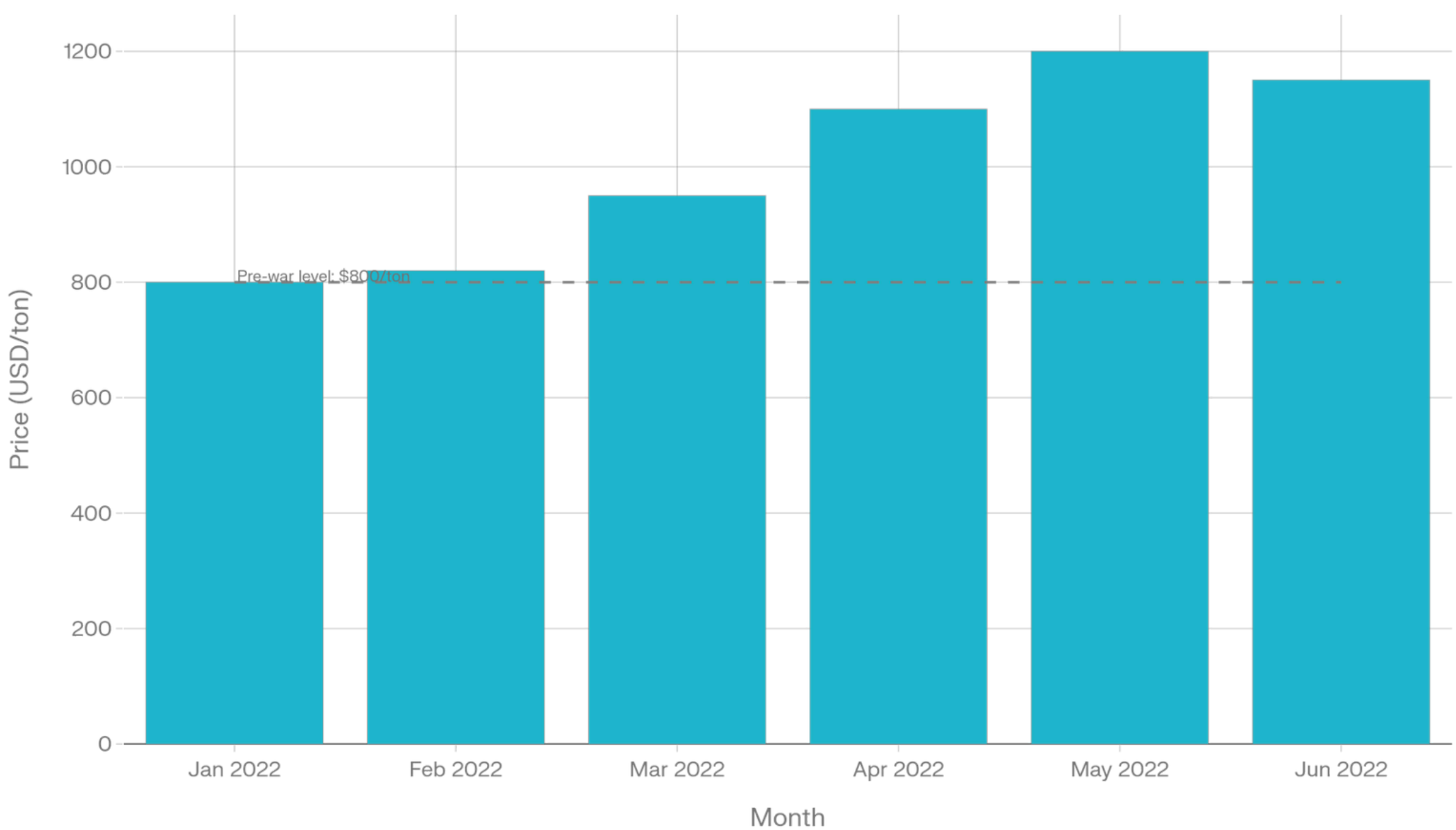
The most immediate and visible impact of war on construction is through materials. When Russia invaded Ukraine in February 2022, the two countries together supplied approximately 40 million metric tons of steel annually to global markets. That supply did not simply redirect — in the months that followed, global steel prices rose from approximately \$800 per ton to \$1,200 per ton, a 50% increase in roughly ten weeks.

50% Rise in global steel prices within 10 weeks of Russia's invasion of Ukraine — from ~\$800/ton to ~\$1,200/ton.

Source: Ukraine Invest / Steel Bazaar 2022

Global Steel Price Spike Following Ukraine War (2022)

Source: Ukraine Invest | 50% rise in 10 weeks



[Figure: Figure 3: Global Steel Price Surge Following Ukraine War Outbreak (2022) | Source: Ukraine Invest]

In Italy, steel prices increased by 40% in a single month. In Germany and France, steel had already risen by over 70% between late 2020 and early 2021 — the war drove them even higher. The ripple effects touched bitumen, cement, timber, and fuel for plant and equipment — in short, almost every construction input with a global supply chain. For contractors with fixed-price contracts, this was not merely a commercial problem. It was a question of survival.

Beyond Materials: Payments, People, and Procurement

War and sanctions affect construction projects through several distinct channels, each attracting different legal analysis under most contracts:

- Materials and procurement disruption: Sanctions block suppliers; export controls restrict equipment; conflict zones disrupt logistics chains.
- Payment and banking restrictions: Bank transfers become subject to compliance screening; correspondent banking relationships are severed; OFAC-listed counterparties can contaminate entire transaction chains.
- Labour disruption: Skilled workers leave conflict zones; migration patterns shift; labour costs spike in countries receiving displaced workforces.
- Insurance and bonding: War-risk premiums expand; quotation windows shorten to 24–48 hours; performance bonds become harder to maintain.
- Storage and logistics costs: Supply chains lengthen; routing options narrow; holding costs increase as delivery windows become unpredictable.

CHAPTER 2: When Does War Excuse Performance?

The Threshold Question

In the immediate aftermath of a conflict or sanctions announcement, a contractor's first instinct is understandable: this is force majeure, we are entitled to time and money. The reality is considerably more complicated — and it starts with the contract.

Force majeure is not a general legal doctrine that operates independently of what the parties agreed. Under English law — which governs a very large share of international construction contracts — there is no standalone equitable right to relief for force majeure. It only applies where the contract expressly provides for it, and only on the terms the contract prescribes. The first question is always: what does this contract actually say?

Also, understanding the nature of defects and their implications for practical completion is essential. Defects can be either latent (hidden) or patent (visible), and their presence can complicate the certification of practical completion.

What the Contract Requires

Most force majeure clauses require the affected party to establish three things: first, that a qualifying event occurred; second, that the event caused the non-performance or delay; and third, that the party complied with the contractual procedural requirements — especially notice obligations. Under FIDIC's 1999 suite, a force majeure event must meet all four of the following conditions:

- The event is exceptional and beyond the party's control
- The party could not reasonably have provided against it before entering the contract
- Having arisen, it could not reasonably have been avoided or overcome
- It is not substantially attributable to the other party

The 2017 FIDIC suite replaced the term 'Force Majeure' with 'Exceptional Events' but retained essentially the same four-part test. The word 'exceptional' sets a threshold higher than mere commercial difficulty or increased costs — a contractor whose materials become 30% more expensive due to war-related inflation may find this difficult ground. The same contractor whose critical procurement has become legally impossible because a key supplier is sanctioned stands on a far firmer footing.

'Prevented', 'Hindered', or 'Impeded' — Why the Words Matter

The choice of threshold language in a force majeure clause matters enormously and is a regular source of disputes. 'Prevented' is the strictest standard: the event must have made performance legally or physically impossible, not merely more difficult or costly. A contractor arguing force majeure under a 'prevented' clause who was able to procure substitute materials — even at significantly higher cost — may find the claim rejected on threshold alone. 'Hindered' and 'impeded' are lower thresholds that can capture significant practical difficulty. Contractors negotiating new contracts in conflict-affected markets should pay close attention to this specific wording.

'The Notice Obligation: Why Claims Die in the First 14 Days

Under FIDIC 1999, a party claiming force majeure must give notice within 14 days of becoming aware of the event, and failure to do so is treated as a waiver of entitlement for the period of the default. Under FIDIC 2017, this obligation runs from awareness, but the commercial consequence of late notice remains severe.

If one practical lesson emerges from war-related construction disputes, it is this: claims are often won or lost on notice compliance, not on the underlying merits.

What this means in practice: the moment sanctions are announced or a war-related event disrupts a project, the claims team must be activated immediately. Notice obligations are not something to address after the situation has been fully assessed. They must be addressed within the contractual window, even if the notice is qualified or indicative at that stage.

CHAPTER 3: Sanctions: Force Majeure or Change in Law?

A Distinction With Real Commercial Consequences

Sanctions occupy an awkward position in the architecture of most construction contracts, because they share characteristics of both force majeure and change in law — but often fit neatly into neither. The distinction matters because the two categories attract different remedies. Force majeure clauses usually grant time relief and, in some cases, termination rights, but not necessarily compensation. Change-in-law clauses often provide a route to cost recovery as well as time, because the theory is that the employer bears the risk of legislative changes affecting the project during its life. A contractor who succeeds in characterizing war-related sanctions as a change in law is therefore in a significantly better commercial position.

The Practical Mapping Exercise

For contracts already in place, the analysis requires a careful mapping of the trigger event to the applicable clause and available remedy:

Trigger	Contract Clause to Consider	Typical Remedy
Export ban on materials	Force Majeure (if 'prevention' met)	EOT; possibly termination
Payment blocked by sanctions	Force Majeure or Change in Law	EOT; possibly cost; suspension
Supplier added to OFAC/EU list	Force Majeure; Change in Law	EOT; supplier replacement cost
Currency restriction due to war	Change in Law (if captures local law)	Cost: price adjustment
War-risk surcharges on shipping	Price Escalation Clause	Cost only (if clause covers it)
Banking correspondent freeze	Force Majeure; employer obligation	Delay cost; interest

Why Standard Drafting Fails in Sanctions Scenarios

The legal ambiguity arises because sanctions operate at multiple levels simultaneously. From one angle, they are an exercise of government authority that changes what is legally permissible, which looks like a change in law. From another, their immediate effect is to create an event beyond the contractor's control that prevents performance, which looks like force majeure.

The drafting problem is that many construction contracts define 'change in law' only by reference to the law of the host country. A contractor building a project in the UAE may find that a UK, US, or EU sanctions regime blocks its ability to procure equipment from a supplier in a third country — but the change-in-law clause only covers UAE law. The foreign sanctions regime is simply not captured by the clause.

Construction projects and contracts must now expressly address sanctions risks rather than relying on existing force majeure and change-in-law provisions that were not designed to capture them.
— Pinsent Masons, 2025

CHAPTER 4: How Do You Prove Causation for Delay?

The Gap Between Event and Entitlement

One of the most common errors in war-related construction claims is assuming that proving the event is enough to prove the claim. It is not. A sanctions announcement, a port closure, or a supply-chain failure is the beginning of the analysis, not the end. The claiming party must demonstrate — with evidence — that this event caused the particular delay or cost for which relief is sought. This is what separates a compelling expert claim from one that fails in cross-examination.

The Four-Step Causation Framework

- **Step 1 — Identify the disruptive event precisely:** Not 'the war' — but the specific event: sanctions blocking Supplier X on Date Y, closure of Port Z preventing delivery of Equipment W, government decree prohibiting currency conversion on Date N. The more precisely the event is defined, the cleaner the causal chain.
- **Step 2 — Identify the affected activity:** Which schedule activity did this event hit? What was planned to happen on what date, with what resource, from what source? This bridges the world event and the project programme.
- **Step 3 — Trace the impact to the critical path:** An activity that was delayed but had float available may not delay completion. The claim depends on whether the disrupted activity was on the critical path or whether its delay consumed float and subsequently hit the critical path.
- **Step 4 — Separate concurrent and intervening causes:** If the project was already delayed for contractor-caused reasons before the war-related event, the contractor cannot claim the full period. The SCL Delay and Disruption Protocol 2017 provides detailed guidance on concurrent delay analysis.

Choosing the Right Delay Analysis Method

The method of delay analysis matters both technically and in terms of how results will be received by a tribunal. There are four principal methods used in practice:

Method	Description	Best Suited For
Impacted As-Planned (TIA)	Models the event's effect on the original programme	Prospective/early analysis; contemporaneous claims
Time Impact Analysis	Inserts delay events into the programme at the time they occurred	Mid-project; good contemporaneous records
Windows Analysis	Divides the project into periods; assesses delay within each window	Complex projects with multiple overlapping events
Collapsed As-Built	Works backward from actual completion to identify causes	Retrospective; limited records available

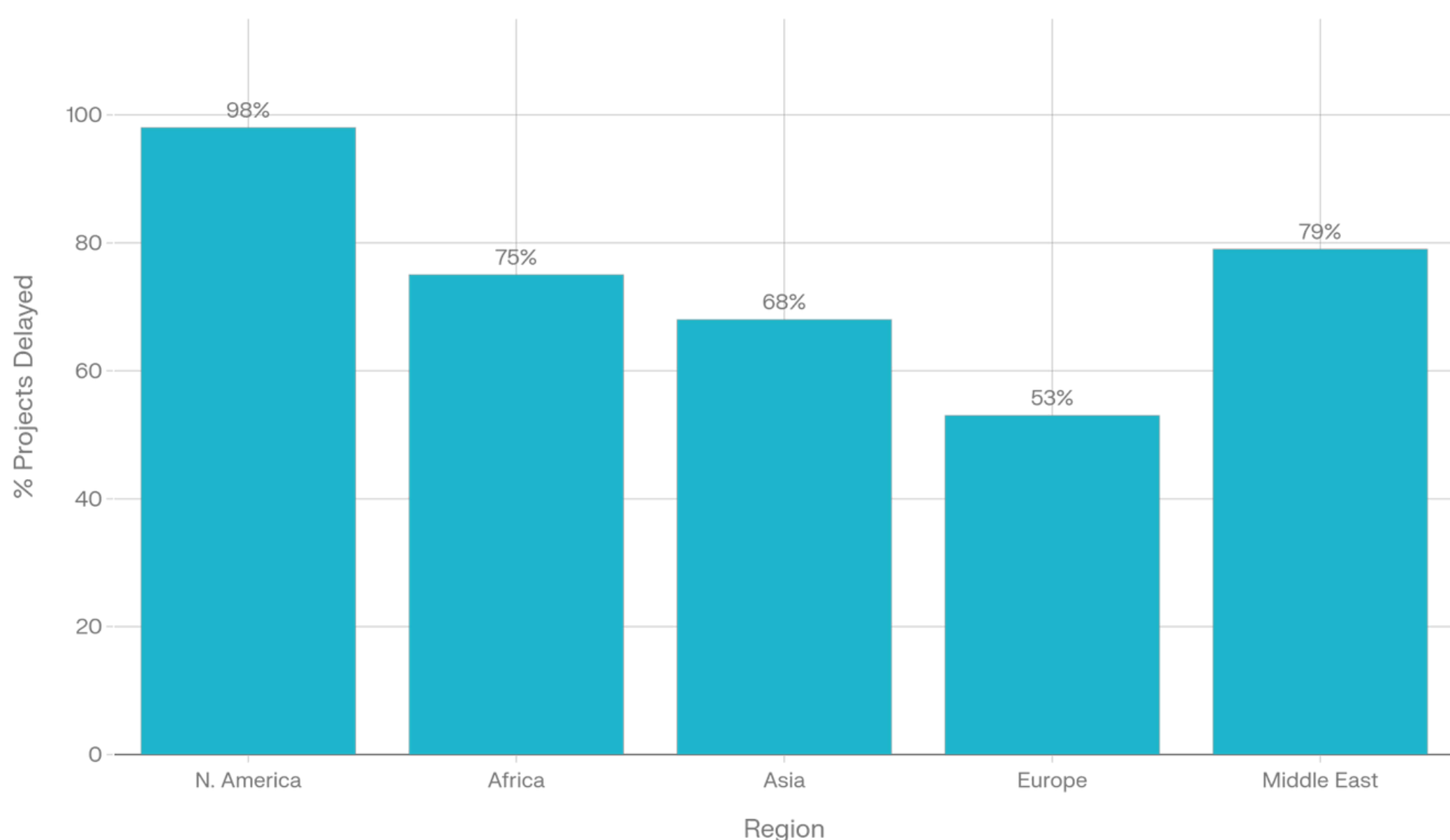
The Infrastructure Delay Reality

374% Global average rate of infrastructure projects experiencing delay — North America is as high as 98%.

Source: PBSRG / ASC Global Construction Performance Research

% of Infrastructure Projects Experiencing Delay by Region

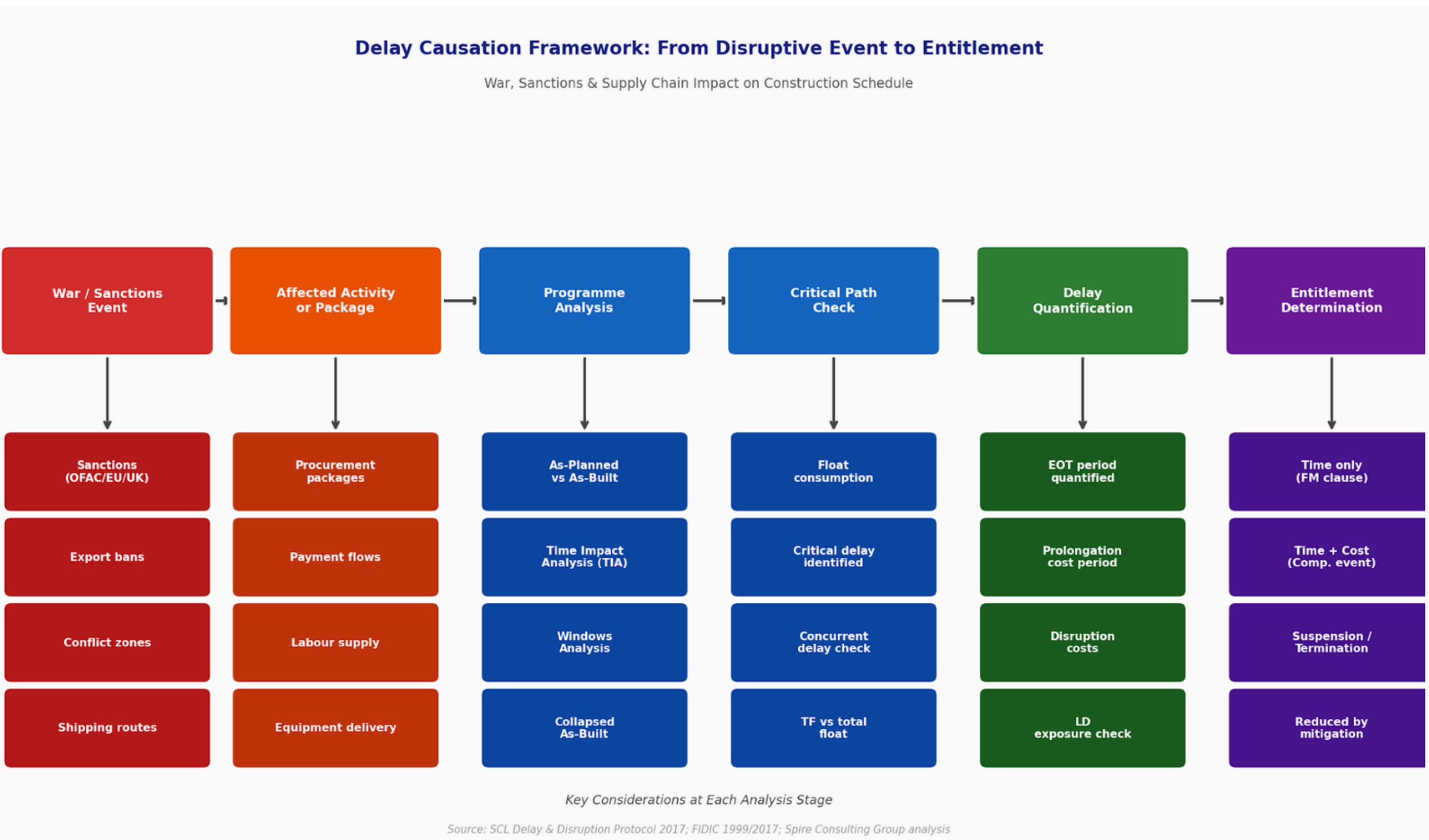
Source: PBSRG / ASC Research 2017 | Global avg: 74%



[Figure: Figure 4: % of Infrastructure Projects Experiencing Delay by Region | Source: PBSRG/ASC Research]

Experienced arbitrators are well aware that projects almost always run late for multiple reasons. The job of the delay analyst is not to prove delay existed, but to prove that this delay event, specifically, drove this portion of the overall delay — with clean, contemporaneous evidence.

Force Majeure Claim: Step-by-Step Decision Framework



[Figure: Figure 5: Force Majeure Claim Assessment Decision Flowchart | Source: based on FIDIC 1999/2017 & SCL Protocol]

CHAPTER 5: What Records Matter Most?

The Evidence Problem

One of the most frustrating realities of construction arbitration is that the strength of a claim is only partly determined by the underlying merits. A significant proportion is determined by the quality of documentation maintained — or not maintained — in the weeks and months when the project was under acute stress.

When a war breaks out or sanctions are announced, commercial teams are typically focused on managing the immediate crisis: finding alternative suppliers, managing employer expectations, and reconfiguring logistics. Documentation is rarely the priority. And yet the decisions and communications that happen in those first few weeks are precisely what become most important in arbitration.

Contemporary evidence — evidence created at the time the events occurred — carries fundamentally different weight from evidence reconstructed after the fact. Tribunals are trained to look for signs of retrospective assembly, and experienced arbitrators notice them.

The Critical Record Categories

- **Formal contractual notices:** Every force majeure notice, delay notification, variation notice, or claim submission required under the contract must be found, verified, and placed in chronological sequence. The absence of a required notice is a vulnerability that the opposing party will exploit.
- **Procurement and supply chain records:** Purchase orders, supplier correspondence, quotations, sanctions screening results, carrier communications, shipping documents, bills of lading, and customs clearance or refusal records. Where suppliers explained why they could not deliver, that written explanation is evidence.
- **Updated programmes and schedule records:** The original baseline programme, all approved revisions, contractor's internal look-ahead programmes, and delay notifications in progress reports — all build the foundation for the expert's analysis.
- **Meeting minutes and instructions:** Establishes when an employer became aware of a disruption, what discussions took place about mitigation or re-scoping, and what instructions were given or withheld.
- **Payment and banking records:** Documentation of declined banking transactions, compliance holds, and regulatory correspondence adds direct substance to payment-linked claims.
- **Internal mitigation decision logs:** When a party chooses not to source from a particular alternative supplier, the reasons — recorded at the time — matter enormously. A contemporaneous written record is far stronger than reconstruction under cross-examination.

A Practical Records Checklist

- All contractual notices given and received (with dates and method of delivery)
- Supplier communications showing disruption, cancellation, or confirmed non-availability
- Sanctions screening, records, and compliance assessments
- Evidence of alternative sourcing attempts: quotes, rejections, technical assessments
- Updated programmes showing planned vs. actual progress during the affected period
- Site daily reports and inspection records during the disruption period
- Meeting minutes addressing the disruption, its impact, and proposed responses
- Payment records, bank communications, and compliance correspondence
- Insurance notifications and adjusters' correspondence
- Government directives, regulatory letters, or official sanction listings are relied upon

CHAPTER 6: Time or Money: Can the Contractor Recover Both?

The Commercial Core of Every Claim

After establishing that a war-related event occurred and that it caused a delay, the contractor faces what is often the most important commercial question: Can I recover only time, or can I also recover money? The answer is almost entirely dictated by the contract. Force majeure clauses in standard construction forms were historically designed to provide relief from liability — especially from liquidated damages — rather than as compensation mechanisms.

This approach, however reasonable in principle, creates acute commercial difficulty when an event like war or sanctions causes a contractor to absorb massive unplanned costs: escalated material prices, prolonged site establishment, additional logistics charges, extended labour deployment, and financing costs from delayed completion. A contractor who receives time but no money for an extended disruption period may face insolvency before the project ends.

What Force Majeure Typically Provides

Under most standard FIDIC and NEC4 contracts, a successfully established force majeure event gives the contractor:

- **Extension of Time (EOT):** Relief from the obligation to complete by the original date, and consequently from liability for liquidated damages during the extended period
- **Suspension rights:** Where the event continues for an extended period (typically 84 continuous days or 140 total days under FIDIC 1999), either party may acquire termination rights
- **Termination and cost recovery:** On termination for force majeure, the contractor is generally entitled to recover the value of work done, cost of demobilization, and protection of the works, but not anticipated profit or full prolongation cost.

Force majeure clauses typically address inability to perform, not performance that is merely more expensive or less profitable. War-driven cost escalation will rarely justify payment unless the contract expressly provides for it.

Routes to Cost Recovery

- **Price escalation and adjustment clauses:** Where the contract includes a price adjustment formula — Clause 13.8 of FIDIC 1999 or a BEAMA/CECA formula under JCT forms — the contractor may be able to claim a portion of cost increases through the escalation mechanism. The scope of these clauses varies enormously.
- **Change in law clauses:** Can capture sanctions and related regulatory changes if the drafting is broad enough to cover legislation affecting the cost of performance in any relevant jurisdiction.
- **Variation provisions:** Provide relief where an employer's instruction required a change that was necessitated by sanctions or conflict — directing alternative sourcing, redesign, or route changes.
- **Disruption and loss of productivity claims:** Where war-related disruption caused out-of-sequence construction, overtime, and resource inefficiency. These 'disruption costs' are distinct from prolongation costs and can sometimes be recovered separately.

Separating Time and Cost Entitlement: The Critical Discipline

A critical discipline in preparing war-related claims is maintaining a rigorous separation between the time entitlement analysis and the cost entitlement analysis. They have different contractual foundations, different evidentiary requirements, and different quantification methodologies.

A contractor that conflates the two — asserting prolongation cost as an automatic consequence of a force majeure event — gives the opposing party an easy target. The correct approach: establish the time entitlement first, on its contractual basis, then separately establish the cost entitlement on its own contractual basis, with each item of cost connected to a specific contractual justification.

CHAPTER 7: Mitigation and Alternative Sourcing

The Obligation to Minimize Loss

Every construction contract that provides a force majeure or similar disruption remedy imposes — expressly or by implication — an obligation on the affected party to take reasonable steps to mitigate the impact of the event. Under FIDIC, this obligation is explicit: the affected party must use all reasonable endeavors to overcome or work around the force majeure event and to minimize any delay.

This creates a practical tension that every claims professional will recognize. On the one hand, aggressive mitigation is commercially necessary — the project needs to continue, suppliers need to be replaced, and routes need to be restructured. On the other hand, every mitigation decision the contractor takes becomes evidence in the subsequent dispute: of what was possible, what was available, and what was commercially reasonable.

What 'Reasonable' Mitigation Means in Practice

The obligation to mitigate does not require the affected party to accept a fundamentally different bargain or take steps that are disproportionate to the benefit achieved. In the context of war and sanctions, 'reasonable' mitigation typically means:

- Exploring alternative suppliers in non-sanctioned countries
- Considering rerouting of logistics or shipping where the original route is blocked

- Assessing whether approved substitutes exist under the contract specifications
- Engaging with the employer to agree on a variation in specification if alternatives are not technically equivalent
- Exploring export licensing options where controls block the original supply
- Considering alternative payment mechanisms where banking channels are disrupted

Alternative Sourcing: The Evidence Strength Matrix

In most war-related construction disputes that have reached arbitration, alternative sourcing has been the central factual battleground. What decides these arguments is evidence:

Scenario	Evidence Available	Likely Outcome
Alternative assessed and rejected (non-compliant spec)	Supplier quote, technical memo, rejection letter	Strong: mitigation attempted in good faith
Alternative assessed and rejected (too expensive)	Three competing quotes, cost comparison, and management decision note	Moderate-strong: proportionality demonstrable
Alternative rejected without a documented assessment	Internal email noting unavailability	Weak: assertion without contemporaneous evidence
No alternative sought	No procurement records for alternatives	Very weak: open to the challenge of mitigation failure

When the Employer Fails to Mitigate

Mitigation obligations run in both directions. An employer who unreasonably refuses a contractor's proposal to use an alternative material, or who delays instructions that would have allowed the contractor to proceed with alternative procurement, may share responsibility for the resulting delay and cost.

Where the contractor has sought employer approval for an alternative and the employer delayed or refused without good reason, that correspondence is important evidence that the delay was not caused solely by the external event and that the employer bears a share of the prolongation cost.

CHAPTER 8: Expert Evidence and Arbitration Strategy

How War-Related Claims Reach Arbitration

Not every war-related construction dispute ends in arbitration. Many are resolved through negotiation, commercial settlement, or formal adjudication. But for large-value claims — those involving significant extension of time, substantial prolongation cost, or termination disputes — international arbitration is increasingly the forum of choice, particularly for projects governed by English law or operating under ICC, LCIA, SIAC, or DIAC rules.

What makes war- and sanctions-related arbitrations distinct is their layered complexity. A typical delay arbitration might involve a single project and one or two disputed issues. A war-related arbitration can involve questions of international law (what do these sanctions actually prohibit?), procurement fact (what was actually available in this market?), technical equivalence (was this substitute product compliant?), finance (were banking channels genuinely blocked?), and delay analysis — all running simultaneously.

The Seven Questions Every Tribunal Will Ask

Experienced construction arbitrators approach war-related cases with a consistent practical framework:

- What contract clause applies? Is this force majeure, change in law, variation, or something else?
- Was the threshold met? Was performance prevented, hindered, or impeded — or just more expensive?
- Did the event actually cause the delay? Is the causal chain from event to critical path delay clear and supported by evidence?
- Were notices given correctly and on time? If not, what is the contractual consequence?
- What mitigation was taken? Was it reasonable? What alternatives were assessed and why were they rejected?
- What is the net period of compensable delay after deducting concurrent and contractor-caused delay?
- What contractual basis supports the cost claim, if any?

Building the Expert Evidence

Construction arbitrations in this area typically require at least two streams of expert evidence. The delay analysis expert establishes causation and quantum for the time component of the claim — analyzing the programme, identifying the critical path, quantifying delay attributable to each qualifying event, and addressing concurrent delay issues. The quantum expert deals with the financial impact, often requiring market pricing data, supplier databases, and sector-specific cost information.

In some cases, a third stream is needed: evidence on the scope and effect of the specific sanctions regime, or on whether a particular payment channel was genuinely blocked. This may require a sanctions law expert or a compliance specialist. Assembling the right expert team early and ensuring the experts' analyses connect logically is a hallmark of well-run war-related arbitrations.

Structuring the Arbitration Case

The most effective war-related construction arbitrations are structured around a clear narrative that the tribunal can follow from the evidence: explaining what happened in plain terms, showing how the contract allocated the relevant risk, and demonstrating with evidence that the claim meets every threshold the contract requires. Separate the force majeure analysis from the change-in-law analysis. Separate the time claim from the cost claim. Address mitigation expressly and proactively, rather than waiting for the other side to raise it.

CHAPTER 9: A Practical Checklist for War-Related Claims

The chapters above cover the legal and analytical landscape. This chapter brings it together as a practical action guide for claims professionals, project managers, and legal teams dealing with a live or anticipated war-related construction dispute.

- Immediate Actions — Days 1 to 14
- Short-Term Actions — Weeks 2 to 8
- Medium-Term Actions — Months 2 to 6

CHAPTER 10: Looking Forward: Drafting for the Next Conflict

Why This Matters for Future Contracts

The disputes described in this ebook did not arise because the underlying law was unclear. They arose because construction contracts were drafted for a different risk environment. The standard force majeure language used in most international construction contracts was developed in an era of relative geopolitical stability — not the cascading, globally distributed effects of modern armed conflict combined with extraterritorial sanctions regimes.

Conflict in Ukraine, tensions in the Middle East, sanctions on Russia, export controls on China, and supply-chain fragmentation driven by strategic trade policies have all become permanent features of the risk landscape. Turner & Townsend and RLB's Q1 2026 updates both specifically warned that even brief conflicts can cause significant cost volatility and selective risk pricing in markets from the Middle East to Southeast Asia. The global construction market is operating in a different environment now, and contracts need to reflect that.

Drafting Recommendations

- **Expand the FM definition:** Expressly include sanctions (domestic and foreign), export controls, trade restrictions, currency controls, and financial sanctions on banking channels.
- **Include a specific sanctions clause:** Address what happens when a party, subcontractor, or material source becomes sanctioned after contract award.
- **Broaden the change-in-law clause:** Capture legislative changes in all jurisdictions whose law affects the performance of the contract — not merely the host country.
- **Include a price adjustment mechanism:** Use a broad basket of inputs, particularly for contracts with durations exceeding 18 months in volatile market conditions.
- **Address notice requirements explicitly:** Specify whether notice can be given by any authorized representative.
- **Include a mitigation protocol:** Specify how alternative sourcing is to be assessed, who approves substitute specifications, and what records the parties must maintain of their mitigation efforts.

CONCLUSION

War and sanctions claims are among the most challenging in construction dispute practice — not because the underlying legal principles are obscure, but because applying them requires a combination of contract analysis, schedule analysis, procurement forensics, market knowledge, and procedural discipline that few teams possess fully.

The contractor who succeeds in a war-related claim is rarely the one with the most compelling story about the difficulty they faced. They are the ones who read their contract carefully, gave notice promptly, documented their mitigation attempts contemporaneously, commissioned a rigorous delay analysis, and built a claim that answered every question the tribunal was going to ask before that question was even raised.

The employer who successfully defends a war-related claim is rarely the one who denied that the disruption occurred. They are the ones who demonstrated that the contract did not allocate the risk being claimed, that notices were not given correctly, that alternatives existed and were not pursued, or that the delay was caused by factors unrelated to the qualifying event.

HOW MASIN CAN HELP:

Masin Project is a contract management and arbitration expert witness firm specializing in construction delay analysis, quantum assessment, and dispute support for complex infrastructure and construction projects. The firm provides expert witness services, delay analysis reports, and claims consultancy for contractors, employers, and legal teams in international arbitration and domestic dispute proceedings.



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