

Case 8 (Contract law – Offer and acceptance)

A wine cooperative participates in a trade fair for the wine industry, offering among others, a red wine not previously marketed in the country. Following the trade fair, on June 10th a supermarket sends the wine cooperative an order for 20,000 cases of this wine at a price of 68 EUR per case, for a total contract price of 1,360,000 EUR. When the order arrives on 11 June, the wine cooperative's sales manager is absent from the office for a business trip. Since the order as placed by the supermarket is slightly different from the wine cooperative's price quotation, it is necessary to await the return of the cooperative's sales manager to authorize its acceptance. On June 13th, the wine cooperative receives an e-mail message sent by the supermarket purporting to withdraw the offer. The cooperative's sales manager returns on June 14th. Unaware of the e-mail purporting to withdraw the offer, he signs the contract and sends it to the supermarket. The signed contract is received at the supermarket on June 15th.

Variation

In the letter accompanying the order, the supermarket's wine buyer stipulated that he needed an acceptance of the order by June 16th, since it was important for him to be able to plan for the wine promotion; if there were no acceptance of the order by then, the supermarket would turn to another wine distributor.

Is there a contract (or in other words, could the supermarket revoke its offer) ? Present the solutions in Belgian/French law, in German law and in Dutch law. Also present the solution of the *Draft Common Frame of Reference*. What are the arguments for and against the different solutions found in the materials ? In your opinion, which solution best meets the interests of all of the parties involved ?