Bespoke Activity Exercises

Battle of the Forms (CIPS L4M3 — Commercial Contracting)

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Activity Instructions

A public sector entity in Sharjah ('the Entity') regularly exchanges purchase orders and order acknowledgements with its suppliers. A 'battle of the forms' happens when the Entity and a supplier each try to contract on their own standard terms and conditions, and the documents don't quite match. Work through the matching exercise and the true/false statements below, all based on the Entity's own procurement activity.

Part 1 — Match the Term to Its Meaning

Write the letter of the matching definition in the blank next to each term.

1. _____ Last shot rule
2. _____ Mirror image rule
3. _____ Counter-offer
4. _____ Battle of the forms
5. _____ Master/framework agreement
6. _____ Butler Machine Tool Co v Ex-Cell-O Corporation

Definition bank

A. The situation where a buyer and seller each try to contract on their own standard terms
B. A response to an offer that doesn't exactly mirror it, and so is treated as a new offer rather than an acceptance
C. The leading English case authority on how competing sets of standard terms are resolved
D. A single, signed set of terms agreed in advance, used to avoid repeated clashes of paperwork
E. The principle that a valid acceptance must match the terms of the offer exactly
F. The default position that the terms in the last document sent, and acted on, before performance usually govern

Part 2 — True or False? Correct the False Statements

Circle True or False. Where a statement is false, write a brief correction.

1. If the Entity's purchase order says 'our terms only apply', those terms will always legally prevail, no matter what the Entity does afterwards.

True / False If False, correct it: _____

2. The Entity takes delivery of a supplier's goods without objecting to the supplier's order acknowledgement. This can be treated in law as the Entity accepting those terms.

True / False If False, correct it: _____

3. A framework or master agreement, signed once between the Entity and a supplier in advance, removes the practical risk of a battle of the forms arising on future orders.

True / False If False, correct it: _____

4. Whichever party's paperwork is sent first ('the first shot') is always decisive when the Entity and a supplier dispute whose terms apply.

True / False If False, correct it: _____

5. Butler Machine Tool Co v Ex-Cell-O Corporation is the English case the Entity's legal team would cite to explain how the last shot rule generally operates.

True / False If False, correct it: _____

Answer Key

Correct answers, all together, for quick marking.

Part 1 — Match the Term to Its Meaning

1. F — The default position that the terms in the last document sent, and acted on, before performance usually govern
2. E — The principle that a valid acceptance must match the terms of the offer exactly
3. B — A response to an offer that doesn't exactly mirror it, and so is treated as a new offer rather than an acceptance
4. A — The situation where a buyer and seller each try to contract on their own standard terms
5. D — A single, signed set of terms agreed in advance, used to avoid repeated clashes of paperwork
6. C — The leading English case authority on how competing sets of standard terms are resolved

Part 2 — True or False? Correct the False Statements

1. False — a court may still find the supplier's later terms govern if the Entity's own conduct (e.g. accepting delivery without objection) shows acceptance of them.
2. True
3. True
4. False — the general default is the 'last shot' — the last set of terms sent and acted upon before performance usually governs, not the first.
5. True