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LAW RIGHT WEEKLY

A world of conditions

Europe, the United States and China: what global dependencies mean for your contracts.

Conceptual illustrations created with AI assistance. Fictional examples. General information, not personalised advice.

In this issue

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Your cloud is European. Can you actually leave it?

Technology sovereignty becomes practical when you examine access, dependencies and the terms of departure.

Conceptual illustration created with AI assistance for Law Right; no documentary scene or real person.

> Fictional scenario. A business chooses a service marketed as European. Its data are hosted in the Union, so management believes it retains control. At renewal, it discovers that exports are incomplete, some functions depend on another provider and migration would take months. Location answered one question. The contract left several others open.

Europe proposes a sovereignty framework

On 3 June 2026, the European Commission presented a communication on technology sovereignty, accompanied by an open-source strategy. The package includes a proposed Cloud and AI Development Act, or CADA. These documents express a policy direction: strengthening control over digital infrastructure and services. A communication does not, merely by existing, impose a new general obligation on businesses. [1,2]

The CADA presentation distinguishes four levels of sovereignty, with location in the Union only the first. That detail matters to buyers: a European data centre does not by itself answer every question about control. The pages consulted describe a proposal. They do not establish that these levels are already general requirements applying to every small business. [3]

Turn a marketing term into something you can test

For an upcoming purchase, we suggest separating three questions: where does the service operate, who can act on it and how could the business replace it? This is a recommendation for contract management, not an exhaustive legal definition of sovereignty. A single commercial adjective cannot adequately describe a technical architecture and a legal relationship. The answers also need to match your actual use.

Ask which providers are involved, who has administrative access and which functions depend on a third-party licence or service. Compare the answers with the contractual documents. A product presentation may be too general to establish what has been promised for your configuration. Precise responsibilities require examination of the contract and the rules applicable to the activity concerned.

Departure deserves particular attention. A promised export may be difficult to use without metadata, histories or documentation needed to transfer it elsewhere. Conversely, a dependency does not always justify an immediate change. The aim is to know its cost, timing and consequences before extending a commitment. A migration test alone establishes no general conclusion about legal compliance.

The Law Right approach: test an exit before renewal

1. Choose an important service and request a trial export using fictional data or data suitable for the test. Ask the relevant team to check completeness and reusability. Record the manual operations required: they give an initial indication of the work departure would involve. Also note what the test could not establish, rather than treating an incomplete exercise as a full migration assessment.
2. Compare the experience with written commitments on available formats, assistance, deadlines, costs and arrangements for returning or deleting information. Identify points requiring negotiated clarification. This checklist is a discussion aid; it is not presented as a set of clauses legally required in every agreement. A useful response should explain the proposed service in terms your team can verify.
3. Give someone responsibility for monitoring critical dependencies and renewal dates. A replacement option becomes useful when it has an owner, an estimate and a timetable. Research closed on 28 September and needs updating before publication. Further legislative developments concerning CADA remain to be checked; this draft does not anticipate their outcome.

Control over a service also depends on your documented ability to replace it.

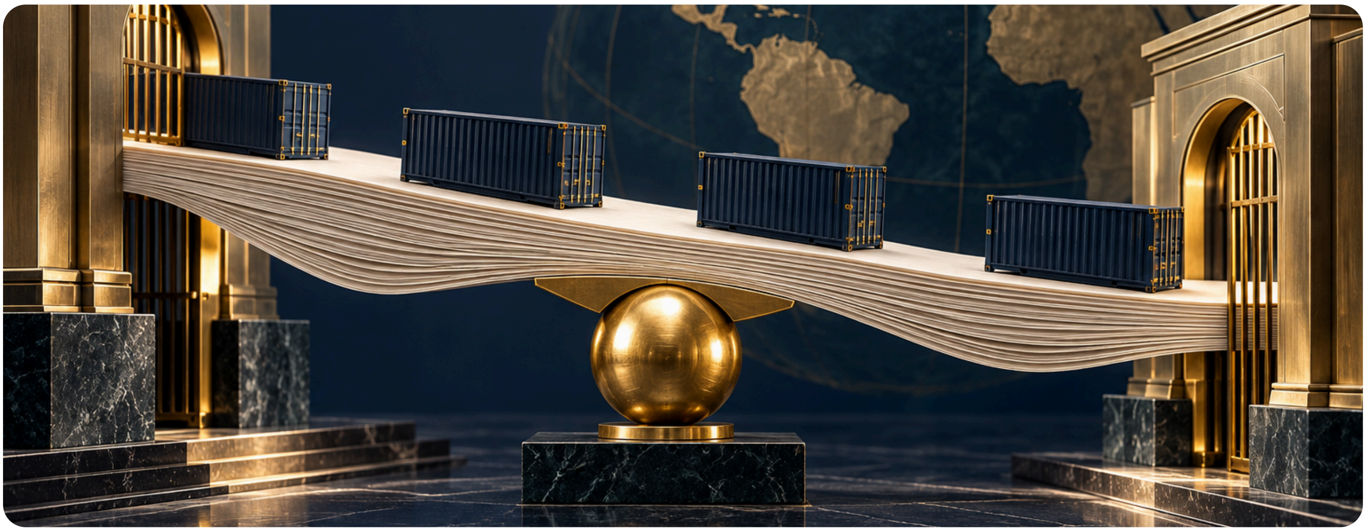
Sources and verification

- European Commission · 03.06.2026 · Communication on European Tech Sovereignty · institutional summary
- European Commission · Cloud and AI Development Act · proposal
- European Commission · 03.06.2026 · CADA: proposed sovereignty levels

Explore the web edition ↗

US tariffs change. Who pays the difference?

A trade agreement provides a framework. Your product and contract determine what needs checking next.



Conceptual illustration created with AI assistance for Law Right; no documentary scene or real person.

> Fictional scenario. A Belgian manufacturer receives a surcharge request from its American partner. The message cites customs duties; the quotation did not clearly separate the product price from import charges. A few weeks later, an announcement suggests a reduction may be possible. Who bears the increase, and who benefits from a decrease? A headline cannot answer either question.

One trade framework, several possible outcomes

In its presentation updated on 27 July 2026, the Commission describes the EU–US framework as implemented from 1 July. It reports a 15% ceiling for most European exports, with exceptions and particular treatment of some steel and aluminium derivatives. Most does not mean all: this institutional summary does not establish the duty payable on a specific product. [1]

On 25 June, the Council announced final adoption of two regulations implementing tariff commitments, with safeguard and suspension mechanisms. Its press release still referred to forthcoming publication in the Official Journal. It establishes a procedural step; it should not alone be treated as proof of the date on which every measure entered into force. A particular transaction requires the applicable texts. [2]

A court ruling does not erase every invoice

On 20 February 2026, in Learning Resources, Inc. v. Trump, the US Supreme Court concluded that IEEPA did not authorise the challenged tariffs. The relevant passage of the Court's opinion was consulted. That conclusion concerns this legal basis; it does not mean that all US tariffs have disappeared. Cornell's explanatory commentary helps place the judgment in context but does not replace it. [3,4]

Separate the customs treatment of the transaction from the contractual allocation of its cost. Before discussing a surcharge, have the product classification, origin, relevant date and asserted regime clarified. Request supporting records for the shipment concerned. An average, an announced ceiling or the rate for a similar product cannot replace that assessment. Keep unresolved points visible until they have been checked.

Then examine pricing and adjustment clauses. Who must substantiate an additional charge? Which date provides the baseline? Are decreases treated like increases? Does the agreement address a possible refund? These questions prepare the assessment. They do not presume an automatic right to renegotiate or an automatic entitlement to suspend delivery. Those conclusions would need their own factual and legal analysis.

The Law Right approach: compare an invoice with a clause

1. Take a specific order and assemble the quotation, contract, shipment documents and the partner's calculation. Ask the appropriate specialist to verify the customs treatment. Retain the date of that verification: the answer can depend on when importation occurred and which regime then applied. Record any missing documents that prevent a reliable calculation.
2. For the next order, negotiate an understandable mechanism covering the triggering event, supporting evidence, notice period and allocation of a change. Have the effects of a dispute and a potential refund examined too. A balanced arrangement can be negotiated commercially; it cannot simply be assumed to exist in an earlier contract. Make sure the agreed process is workable for both teams.
3. Do not promise a customer reimbursement solely because of the American judgment. The importer's identity, procedure and commitments between the parties need separate examination. Full legal texts and the product's regime remain to be checked before any individual conclusion. This article supplies a working method, not a guaranteed tariff or an assurance of recovery.

Before allocating a cost change, establish the duties applicable to the shipment and what the contract provides.

Sources and verification

- European Commission · 27.07.2026 · EU–US trade deal · institutional explanation, not a product tariff determination
- Council of the EU · 25.06.2026 · Final approval of tariff commitments · press release
- US Supreme Court · Learning Resources, Inc. v. Trump, 24-1287 · 20.02.2026 · Court opinion, PDF pp. 24–26
- Cornell LII/Wex · August 2026 · Explanatory commentary on Learning Resources

Explore the web edition ↗

Your supplier is nearby. Where do its components come from?

Dependence on China may arise several steps before your regular point of contact.

Conceptual illustration created with AI assistance for Law Right; no documentary scene or real person.

> Fictional scenario. A small business buys equipment from a European distributor. It even has a second distributor for emergencies. When a component becomes unavailable, it discovers that both buy from the same factory. Two invoices and two contacts, but one critical source. Apparent diversification did not reveal the underlying supply chain.

Critical raw materials enter the picture

The EU Critical Raw Materials Act seeks, among other things, to diversify supply and improve resilience. The Council’s presentation, updated on 13 August 2026, records its entry into force on 23 May 2024. It sets out European benchmarks for 2030: 10% extraction, 40% processing, 25% recycling and a limit of 65% dependence on one third country, within the relevant scope. [1]

These benchmarks concern the Union, and the summary describes them as non-binding. They are not individual purchasing quotas imposed on every small business. The same page discusses a proposed revision and negotiations. We therefore do not present those amendments as already adopted. The full applicable text must be consulted before attributing a particular obligation to a business. [1]

Identify a dependency without inventing a prohibition

Dependence on China does not by itself establish that a product is prohibited, a shipment will be blocked or a supplier has breached its obligations. A specific restriction would require verification of its text, scope and any suspensions. This article does not treat any particular Chinese restriction as currently active. The research did not include reading Chinese-language legal texts.

For a buyer, the first difficulty may be documentary. Does the supplier know the component's origin, the location of processing or only the place of assembly? Can the available records distinguish those stages? We recommend asking these questions for critical items. This is not presented as a universal traceability obligation derived from the regulation. The reliability of an answer matters as much as its apparent detail.

A second source also needs factual examination. It may rely on the same material, processor or industrial equipment. Changing a component may require testing, technical adjustments or a customer's approval. These are possibilities for operational assessment, not proof that replacement will be impossible or immediately available. A named alternative is only the beginning of the inquiry, particularly where specifications are demanding.

The Law Right approach: map one critical dependency

1. Start with a product whose absence would interrupt an important activity. Identify critical components and request information the supplier can actually substantiate. Mark origin or a supply stage as unknown when it is undocumented. An incomplete but reliable map helps target the next check. Keep assumptions separate from facts so that a later decision does not quietly turn uncertainty into assurance.
2. Clarify information commitments: which changes must be reported, by whom, when and with what records? Then discuss responses to interruption, costs and the time needed to qualify another source. The legal effect of those commitments depends on the contract and applicable law. A useful operational conversation prepares that assessment without replacing it.
3. Test the alternative with technical and commercial teams before treating it as secured. Decide which dependencies are acceptable, which call for reserves or another source and who will follow up missing information. European benchmarks provide a collective direction. Your decision needs evidence about your products and an update before commitment; it cannot be made from a general country label alone.

Two suppliers offer an assessed alternative only when their critical dependencies have been examined.

Sources and verification

- Council of the EU · 13.08.2026 · Critical Raw Materials Act · institutional explanation and proposed revision

Explore the web edition ↗

Three practical checklists

01 · Control

□ Choose an important service and request a trial export using fictional data or data suitable for the test. Ask the relevant team to check completeness and reusability. Record the manual operations required: they give an initial indication of the work departure would involve. Also note what the test could not establish, rather than treating an incomplete exercise as a full migration assessment.

□ Compare the experience with written commitments on available formats, assistance, deadlines, costs and arrangements for returning or deleting information. Identify points requiring negotiated clarification. This checklist is a discussion aid; it is not presented as a set of clauses legally required in every agreement. A useful response should explain the proposed service in terms your team can verify.

□ Give someone responsibility for monitoring critical dependencies and renewal dates. A replacement option becomes useful when it has an owner, an estimate and a timetable. Research closed on 28 September and needs updating before publication. Further legislative developments concerning CADA remain to be checked; this draft does not anticipate their outcome.

02 · Allocate

□ Take a specific order and assemble the quotation, contract, shipment documents and the partner's calculation. Ask the appropriate specialist to verify the customs treatment. Retain the date of that verification: the answer can depend on when importation occurred and which regime then applied. Record any missing documents that prevent a reliable calculation.

□ For the next order, negotiate an understandable mechanism covering the triggering event, supporting evidence, notice period and allocation of a change. Have the effects of a dispute and a potential refund examined too. A balanced arrangement can be negotiated commercially; it cannot simply be assumed to exist in an earlier contract. Make sure the agreed process is workable for both teams.

□ Do not promise a customer reimbursement solely because of the American judgment. The importer's identity, procedure and commitments between the parties need separate examination. Full legal texts and the product's regime remain to be checked before any individual conclusion. This article supplies a working method, not a guaranteed tariff or an assurance of recovery.

03 · Diversify

□ Start with a product whose absence would interrupt an important activity. Identify critical components and request information the supplier can actually substantiate. Mark origin or a supply stage as unknown when it is undocumented. An incomplete but reliable map helps target the next check. Keep assumptions separate from facts so that a later decision does not quietly turn uncertainty into assurance.

□ Clarify information commitments: which changes must be reported, by whom, when and with what records? Then discuss responses to interruption, costs and the time needed to qualify another source. The legal effect of those commitments depends on the contract and applicable law. A useful operational conversation prepares that assessment without replacing it.

□ Test the alternative with technical and commercial teams before treating it as secured. Decide which dependencies are acceptable, which call for reserves or another source and who will follow up missing information. European benchmarks provide a collective direction. Your decision needs evidence about your products and an update before commitment; it cannot be made from a general country label alone.

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