

CLARIFICATIONS

CLAIMS CALCULATION

1. SUPREME has demanded a total amount of \$100,000 less the repair cost of \$3,500 which results in a net demand of \$96,500. However, as per Claimant's Exhibit 11, \$65,000 has been mentioned as the amount due.

ANS : The repair cost is \$35,000. Accordingly, the outstanding amount due is \$65,000.

2. Fact No 5 specifies the outstanding amount to be \$65,500 while in Claimant's Exhibit 11 SUPREME specifies \$60,000 as the outstanding amount.

ANS : The outstanding amount is to be taken as \$65,000 in both Fact No 5 and Claimant's Exhibit 11.

3. As per Claimant's Exhibit 11 and Fact No 5, the demand of the establishment of a Letter of Credit is of the amount \$5,35,000 which is total amount less the outstanding amount. According to this, the outstanding amount should be of \$65,000 which is in contradiction to the outstanding amount mentioned in Fact No 5 which is \$65,500.

ANS : The outstanding amount is to be taken as \$65,000 in both Fact No 5 and Claimant's Exhibit 11.

4. The Letter of Credit towards the amount of \$5,35,000 does not account for the deduction of \$3,500 which was the cost of repair that was to be done at SUPREME's expense. Considering the above clarification, what should be the revised amount for LoC?

ANS : The revised amount for the Letter of Credit is \$500,000.

5. PETERSON after selling the unit for \$60,000 has confirmed a remittance of \$40,900 to SUPREME after making reductions for alleged costs and damages. In the reductions made to an original value, what are the amount of repair costs claimed and amount of damages claimed?

ANS : No clarification necessary.

LEGAL & JURISDICTIONAL

1. Is Exhibit 19 to be considered notice for arbitration as under International Arbitration Rules?

ANS : No clarification necessary.

2. Name of the Tribunal before which the arbitration is taking place?

ANS : No clarification necessary.

3. Exhibit 1 of the moot problem states that if the Claimant is a **Monsantaneo** person or entity, the arbitration shall be conducted under the International Arbitration Rules of the **American** Arbitration Association and that the place of Arbitration shall be Athens.

However according to the International Arbitration Rules of the **American** Arbitration Association, the arbitration shall be conducted before AAA- International Centre for Dispute Resolution which does not have an office in Athens.

The clarification is regarding the authority before which the arbitration proceedings will lie because according to International Arbitration Rules of the **American** Arbitration Association the authority shall be ICDR however the said institution does not have an office at the place of Arbitration that is Athens.

ANS : The place of Arbitration shall be Athens.

4. Do we have to include Jurisdiction in the memorials?

ANS : No clarification necessary.

5. Is there any limit to the number of contentions that can be framed?

ANS : No clarification necessary.

RESOURCE MATERIAL

1. The Claimant's exhibit of the contract contains clause 4, which mentions General Conditions of Sale for The Import and Export of Durable Consumer Goods and of Other Engineering Stock Articles - Form 730 (UN Economic Commission For Europe). Request for a copy of the same.

ANS : The *General Conditions of Sale for The Import and Export of Durable Consumer Goods and of Other Engineering Stock Articles - Form 730* is available online and in prominent texts on

the subject. Only those participants who are still unable to access the same, may take recourse to *The United Nations Convention on Contracts for the International Sale of Goods*.

2. What is meant by the phrase "the general principles of law governing international contracts" as present in the Condition 2 under Special Conditions of the contract entered into on May 10, 2015?

ANS : The phrase refers to *The United Nations Convention on Contracts for the International Sale of Goods*.

TYPOGRAPHICAL

1. Under Fact No. 4, in the last line of third para, it is mentioned "to INSTALL the replacement parts" while in Exhibit 9 it is mentioned in the last line "if you do not REPAIR promptly". Are the words "REPAIR" and "INSTALL" used as synonyms here?

ANS : No clarification necessary.

2. It is stated in Fact No. 3 that the date on which the first unit was shipped was 10 October 2015, but in Exhibit No. 2 the date mentioned is 10 May 2015. Is there a change with regard to the date mentioned under exhibit 2?

ANS : The date mentioned in Exhibit 2 is to be taken as 10 October 2015.

3. The first unit should have been shipped PRIOR to 10th October 2015 (Fact No 2). However, it was shipped ON 10th October, 2015 as per Fact No. 3. Is the discrepancy to be treated as intentional or as a typographical error?

ANS : No clarification necessary.

4. Under Exhibit 1 i.e. Contract, the shipment of first unit is said to be within five months of the date of the signing of the contract but under fact 2 within five month is interpreted as prior to 10th October 2015. Does "Within" include "10th October 2015" or not?

ANS : No clarification necessary.

5. Claimant's Exhibit 5 and Exhibit 6 show the same date of sending of the e-mail i.e. 20th November whereas in Fact No 4 of the Moot Problem the dates are 12th November and 20th November respectively.

ANS : Claimant's Exhibit 5 has been sent on 12th November and Claimant's Exhibit No 6 has been sent on 20th November.

6. Claimant's Exhibit 13 mentions SUPREME withholding the "August" shipment. However, no shipment was due in August and the second and third shipment were due in December instead of August.

ANS : Claimant's Exhibit 13 is referring to the December shipment and the word 'August' is to be replaced with 'December'.

7. The rate of interest of 6% for damages from the date of 21/10/15, when the payment was actually due 30 days after shipment, which should have been on the 11th of November, not 21st October.

ANS : Rate of interest to be calculated from 11th of November.

8. Are there possible corrections in the following dates as mentioned in the moot problem?

- a. In Paragraph 5: October 10, 2015 in regard to due date of payment for first unit.
- b. In Claimant's Exhibit 2: May 10, 2015 in regard to date of sending email.
- c. In Claimant's Exhibit 5: 20 November, 2015 in regard to date of sending email.
- d. In Claimant's Exhibit 5: May 10, 2015 in regard to date of under-signing.
- e. In Claimant's Exhibit 8: October 21, 2015 in regard to due date of payment for first unit.

ANS : Following corrections are to be made to the dates

- a. In Paragraph 5: 11th November 2015 in regard to due date of payment for first unit.
- b. In Claimant's Exhibit 2: 11 October, 2015 in regard to date of sending email.
- c. In Claimant's Exhibit 5: 12 November, 2015 in regard to date of sending email.
- d. In Claimant's Exhibit 5: 12 November, 2015 in regard to date of under-signing.
- e. In Claimant's Exhibit 8: 11 November, 2015 in regard to due date of payment for first unit

MISCELLANEOUS

1. What is the distance between Monsanteneo and Atlantaneo; Port sea view and construction site.

ANS : No clarification necessary.

2. Is PETERSON Backup Power Generator a firm or a company?

ANS : PETERSON Backup Power Generator Co is a Limited Liability Company.

3. Claimant's Exhibit 12 mentions an e-mail sent by PETERSON to SUPREME stating that the "Alternator unit is still not working". We would like to clarify whether PETERSON is talking about the old Alternator unit that turned out to be not working or the replacement Alternator Unit sent afterwards by SUPREME to be not working.

ANS : No clarification necessary.

4. Whether the power generator is partially functional/ dysfunctional/ semi functional with the damaged alternating unit?

ANS : No clarification necessary.

5. Was SUPREME informed of the immediate obligations of PETERSON towards construction during or before the time of contract.

ANS : No clarification necessary.

6. Is there any additional, specific time period given by PETERSON to SUPREME for repair and refurbishment?

ANS : No clarification necessary.

7. Did PETERSON take delivery of the new alternator?

ANS : No clarification necessary.

8. Can we be provided with the Seller's Catalogue as mentioned in the contract?

ANS : No clarification necessary.

9. What shall be the format of the soft copy of memorial: .pdf, .doc or some other?

ANS : The soft copy of the Memorials have to be submitted in both .doc/.docx and .pdf format. Kindly refer to Rule V(B)(a) of the Rules for JUSTIFIED 2020.