



CLARIFICATIONS

Please find below the responses to the clarification questions. We have chosen not to answer certain questions which are to be left to teams to work out from the 'bundle'.

1. Has any party made any reservations towards the model law? **ANSWER: No.**
2. What is the number of the third clause in Exhibit 4 (which does not have the clause number), **ANSWER: Please read this clause as Clause 7.**
3. Are "SS Hermonia" in Exhibit 14, "ss Herminia" in Exhibit 13 and "SS Herminia" in Exhibit 16 the same ship? **ANSWER: Yes they are the same ship (SS Herminia).**
4. Do we need to write the damages part in the memo? Do we need to put this into the oral part? **ANSWER: Only whether and what damages are recoverable need be included in both the written and oral part, but no discussion is needed for the quantum of damages.**
5. What does the "terms" in the Issue 3 in Ex. 20 exactly mean? Does it mean standard terms from both parties or just INCOTERMS? **ANSWER: This is a reference to standard terms.**
6. Is the clause on shipment in Ex. 9 "CIF Minuet" different from the one in clause 7 in Ex. 2, namely, "CIF Minuet South"? **ANSWER: There is no difference. It is the same port.**
7. Did both parties reach any agreement in the informal meeting? **ANSWER: There was no agreement reached, hence arbitration follows.**
8. Is there any further information can be provided about the China Trade Commission? **ANSWER: No.**
9. Exhibit 2: In Clause 12 it states: 'if no agreement can be reached [the dispute] must be referred to arbitration in Cadenza using the relevant rules. The seat shall be Beijing...'. Our question is: does this mean that Beijing (that is, the Capital of China) is the seat of arbitration and that Cadenza shall hold the arbitration proceedings in it country? **ANSWER: No comments as you need to work this out by yourself.**



10. Are the contents of the phone call wholly and adequately reflected in Exhibit 11?
ANSWER: Yes.

11. Exhibit 13: In the letter from Longo Imports, despite acknowledging that the UNIDROIT Principle 2012 is the governing law, there is also acknowledgement of the CISG as being applicable. Is this applicable and does the tribunal expect an application of the CISG to the case at hand? **ANSWER: No comments as you need to work this out for yourself.**

12. Are the terms and conditions contained in <http://12345>.the same terms and conditions contained in Exhibit 2? **ANSWER: Yes.**

13. Exhibit 16: The letter from Longo Imports states that ‘...we would like to point out that our terms and conditions make it clear that if we do not complain all is well and that we expect the contract of sale to continue.’ As this is not stated in the standard terms and conditions listed in Exhibit 2 are we to assume that Longo Imports is referring to their negotiations conducted by correspondence? **ANSWER: Yes.**

14. Is there any particular reason why the SS Herminia cannot dock in Piccolo? **ANSWER: The Ship cannot dock there because it is too big.**

15. To which date does the “phone call of yesterday” [in Exhibit 8] refer to? **ANSWER: It refers to the phone call that was made on February 4.**

16. Do Michael Longo and Fred Chan talk to each other personally over the phone?
ANSWER: Yes.

17. Did the parties communicate further either via phone or are there any communications not included in the file? **ANSWER: All the facts are in the file.**

18. Which performance requirements have exactly been explained in the phone call mentioned in Exhibit 8?**ANSWER: All the facts are in Exhibit 8.**

19. What are the phone instructions by Longo Imports mentioned in Exhibit 11? **ANSWER: The conversation is only regarding loading instructions.**



20. What does “By the way we have no objection using the UNIDROIT Principles 2010 as the governing law we are very familiar with the CISG” [Exhibit 13] mean? Is either Minuet or Cadenza a party to the CISG? **ANSWER: Yes, they are parties to the CISG.**
21. What is the average shipping duration from Cadenza to Minuet? What is the approximate distance between Cadenza and Minuet? Is there another way of transportation except shipment? **ANSWER: This is not known.**
22. How long does the delivery of post usually take between Cadenza and Minuet? **ANSWER: This is not known.**
23. What was discussed in the informal meeting [Exhibit 20]? **ANSWER: The meeting was to sort out procedural issues.**
24. Who exactly attended the informal meeting as mentioned in Exhibit 20? **ANSWER: The lawyers attended this meeting.**
25. Is there any specific and relevant reason why all the correspondence is exchanged via post? If so, what is it? **ANSWER: There is no specific reason why the parties chose to use post.**
26. Why did Michael Longo choose especially Chan Manufacturing as a future contract partner? **ANSWER: The reason is not known.**
27. Have all the relevant procedural matters relating to arbitration been complied with as per the CIETAC Rules? **ANSWER: Yes.**
28. Did Chan Manufacturing have cars of the other models available? If so, were there enough to fulfill the contract with Longo? **ANSWER: No.**
29. What is the correct date for Exhibits 8 & 9? **ANSWER: No comments as you need to work this out by yourselves.**



30. What version of the UNCITRAL Model law on international commercial arbitration did Cadenza and Minuet adopted? **ANSWER: Both Cadenza and Minuet have adopted UNCITRAL Model Law on International Commercial Arbitration (as amended in 2006) with option I of Article 7.**
31. Does the phrase “firm sales contract” in Ex. 6 refer to the form of the contract or simply to the final and binding agreement of the parties? **ANSWER: It refers to a final and binding agreement.**
32. Who paid for the shipment of the sample car to the buyer? The answer may be helpful in determining which of the conflicting delivery terms CIF vs. FAS might have been used. **ANSWER: No comments as you need to work this out by yourselves.**
33. Is it a mistake or an intention that Ex. 15 mentions 999 cars and Ex. 17 1000 cars? The answer may be helpful in determining if the parties reached an agreement concerning at least the number of the cars. **ANSWER: No comments as you need to work this out by yourselves.**
34. Is it possible to include into memoranda the list of authorities? If so, is such a list included in the number of words? **ANSWER: Clarification on Word Limit: The word limit of 3000 excludes cover page, table of contents, list of cases and authorities. However, if a team writes a summary of facts, questions presented or summary of arguments then that all be included in 3000 word limit.**
35. Was there any communication between RESPONDENT and CLAIMANT between March 30, 2011 and June 10, 2011? **ANSWER: No.**
36. Was payment mentioned in Exhibit 11 a payment for one car or payment for order of 1000 cars? **ANSWER: It was a payment for one car.**
37. Has a letter of credit for the order of the remaining 999 cars been issued? **ANSWER: Yes.**



38. In the letter of January 20, 2011 by Mr. Michael Longo, does “specifications’refer to thenature and quality of the cars and their physical and material properties, or do that mean specifications in regards to the terms of the contract?**ANSWER: It refers to the nature and quality of the cars only.**
39. In Exhibit 13, what does this sentence mean: "By the way we have no objection using the UNIDROIT Principles 2010 as governing law. We are also very familiar with CISG." Is it a complete sentence or two separate ones? **ANSWER: It is two sentences as per this correction.**