

THIRTY-SECOND ANNUAL WILLEM C. VIS-MOOT
INTERNATIONAL COMMERCIAL ARBITRATION MOOT

11-17 April 2025, Vienna

MEMORANDUM FOR CLAIMANT



Case No: FAI Moot 100/2024

ON BEHALF OF:

GreenHydro Plc
1974 Russell Avenue
Capital City
Mediterraneo

CLAIMANT

AGAINST:

Equatoriana RenPower Ltd
1 Russell Square
Oceanside
Equatoriana

RESPONDENT

Mehmet Ferhat Alak ◉ Berrin Karadeniz ◉ Fatmanur Mavi
Yiğit Özen ◉ Berke Öztürk ◉ İhsan Batuhan Soydan ◉ Selen Sözen
Elena Üncüoğlu ◉ Fatma Duygu Ünlü



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133. In the case at hand, Art. 29 *PSA* aims to apply Equatorianian internal law, which includes CISG as discussed above. Exclusion of conflict of laws principles only demonstrates that RESPONDENT had an intention to emphasize indication of the domestic law as the governing law to be applied to the contract [*Gruson*, pp. 1034, 1035; *Res. Ex. 1*, ¶ 7].
134. Conflict of law principles are used to determine the governing law of a contract when the conflict has foreign element. One example of conflict of law principles are Restatements in the United States which are considered to be powerful guiding tools in the judicial decision-making process. Restatements are secondary sources of law published by American Law Institute (ALI), as domestic courts can rely on them in order to define uncertain and ambiguous law areas to harmonize verdicts and legal certainty, in order to clarify the applicability of concurrent provisions. Thus, Restatements consolidate existing case law and statutes from various jurisdictions [*Schwenzer/Hachem/Kee*, ¶ 2.23].
135. When a choice of law clause contains “exclusion of conflict of law principles”, the courts, especially in the United States, apply the objective conflict of rules principles or restate the self-evident rule that, even if there is a governing law clause, a court will eventually apply foreign law if required by mandatory conflict of laws rules. Restating a self-evident rule interpretation provides the most logical approach so it is more preferable by the courts [*Gruson*, p. 1030; *Bogan v. Keen Corp Case*].
136. To sum, CISG undoubtedly aims to create a harmonized, uniform law, as one of the important “conflict avoidance devices” for international sales of goods, and exclusion of conflict of law principles pursuant to Art. 29 *PSA* cannot be construed as opting out of CISG, but rather as **underlining the aforementioned objective of the Convention.**

REQUEST FOR RELIEF

In light of the above, CLAIMANT respectfully requests the Arbitral Tribunal to:

- (1) Find that the Arbitral Tribunal has the jurisdiction to hear the case which is admissible;
- (2) Alternatively, use its discretion to hear the case;
- (3) CISG is applicable to Purchase and Service Agreement;
- (4) Purchase and Service Agreement is governed by CISG.

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CERTIFICATE OF AUTHENTICITY

We hereby confirm that this Memorandum was written only by the persons whose names are listed below and who signed this certificate. We also confirm that we did not receive any assistance during the writing process from any person who is not a member of this team.



Mehmet Ferhat Alak



Berrin Karadeniz



Fatmanur Mavi





Yigit Ozer



Berke Öztürk

İhsan Batuhan Boydan

Selen Sözen



Elena Üncüoğlu

Fatma Duygu Ünlü