

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

28 March - 2 April 2026, Vienna

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MEMORANDUM FOR CLAIMANT



Case Reference No: ARB1991/25/VIS

**ON BEHALF OF:**

**Orchis Worldwide Ltd.**

Orchid Bee Drive  
Capital City  
Mediterraneo

**CLAIMANT**

**AGAINST:**

**Darwin Natural Food plc**

Louis Liger Avenue 1704  
Oceanside  
Equatoriana

**RESPONDENT**

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Melis Meri Caferoğlu ◉ Fatmanur Mavi ◉ Ela Nur Örs

Selen Sözen ◉ Deniz Şenoğlu ◉ Nurbanu Uzunyol



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<b>ADR</b>	Alternative Dispute Resolution
<b>Arb-Med-Arb,</b>	Arbitration-Mediation-Arbitration
<b>AMA</b>	
<b>Art.</b>	Article
<b>Arts.</b>	Articles
<b>Cla. Ex.</b>	Claimant Exhibit
<b>CISG</b>	Convention on International Sale of Goods
<b>CITES</b>	Convention on International Trade in Endangered Species of Wild Fauna and Flora
<b>Cl. Q.</b>	Clarification Questions
<b>HKIAC Rules</b>	Hong Kong International Arbitration Centre Arbitration Rules
<b>IBA Rules</b>	International Bar Association Rules
<b>ICC Rules</b>	International Chamber of Commerce Rules
<b>ICSID</b>	International Centre for Settlement of Investment Disputes

<b>Med-Arb</b>	Mediation-Arbitration
<b>NoA</b>	Notice of Arbitration
<b>Ltd</b>	Limited liability company
<b>p.</b>	page
<b>pp.</b>	pages
<b>¶</b>	Paragraph
<b>PO</b>	Procedural Order
<b>PRT</b>	para-regulatory text
<b>Res. Ex.</b>	Respondant Exhibit
<b>RNoA</b>	Response to Notice of Arbitration
<b>SA</b>	Sales Agreement
<b>SIAC</b>	Singapore International Arbitration Centre
<b>2025 SIAC Rules</b>	Singapore International Arbitration Centre Arbitration Rules 7th Edition, 1 January 2025
<b>2016 SIAC Rules</b>	Singapore International Arbitration Centre Arbitration Rules 6th Edition, 1 August 2016
<b>TPF</b>	Third-Party Funding
<b>TPFA</b>	Third-Party Funding Agreement
<b>UNIDROIT</b>	International Institute for the Unification of Private Law
<b>USD</b>	United States Dollar

## STATEMENT OF FACTS

The parties to this arbitration are Orchis Worldwide Ltd. [hereafter: CLAIMANT] and Darwin Natural Food plc [hereafter: RESPONDENT]. CLAIMANT is a medium-sized company based in Mediterraneo engaged in the growing and sale of orchids. RESPONDENT is part of a group of companies that is one of the largest producers of natural food and spices. On 25 August 2022, CLAIMANT and RESPONDENT [hereafter: the Parties] concluded a Sales Agreement [hereafter: SA], which replaced a previous agreement between CLAIMANT and Botanical Gardens of Equatoria concluded on 1 December 2021.

<b>1 December 2021</b>	CLAIMANT entered into a contract with Botanical Garden for the delivery of 300 Vanilla Orchids at a price of USD 2,200 per orchid to be delivered on 23 January 2024.
<b>2022</b>	RESPONDENT took over Botanical Garden, requesting a larger number of orchids and amended delivery terms. Although CLAIMANT could not normally supply that amount, a recent cancellation made it possible.
<b>15 June 2022</b>	Mr. Albius, RESPONDENT's director of spice business line contacted CLAIMANT to take over the Botanical Garden's contract and proposes a larger order.
<b>25 August 2022</b>	The Parties amended the prior contract to 3,000 (+/- 10%) vanilla orchids for delivery between 1 January – 31 March 2024 as per Art. 4.2 SA.
<b>September 2023</b>	The Plants Committee of CITES recommended Vanilla Orchids be moved from Appendix II to I, at the upcoming February 2024 conference, which would require a mandatory permit for delivery.
<b>1 November 2023</b>	A meeting took place between the Parties to discuss possible CITES Appendix I reclassification and delivery timing. CLAIMANT suggested delivery before the decision, RESPONDENT insisted they would not be ready.
<b>1 December 2023</b>	RESPONDENT requested delivery on 27 March 2024. The following day, CLAIMANT raised concerns about the potential permit, which RESPONDENT dismissed, citing influential connections.
<b>January 2024</b>	Ecological activism campaigns arose.
<b>1 February 2024</b>	Under the campaign's influence, the conference decided to include Vanilla Orchids in Appendix I—making permits mandatory.

<b>2 February 2024</b>	Mr. Haarmann, CLAIMANT's head of sales tried unsuccessfully to contact Mr. Albius via phone to discuss the delivery of the Vanilla Orchids in light of the new developments. He was informed that Mr. Albius would call him back after his return from a business trip.
<b>8 February 2024</b>	Following a very critical report; Agriculture and Conservation, a few days earlier, the Minister of Agriculture and Nature of Equatoriana announced in an interview that the authorities would do everything it takes to ensure an effective protection of the Vanilla Orchid and other endangered species covered by CITES.
<b>10 February 2024</b>	Mr. Albius informed Mr. Haarmann that an import permit cannot be obtained in time, and the delivery is doubtful.
<b>12 February 2024</b>	CLAIMANT approached Herbal Cosmetics, with whom they contracted in January 2022 regarding 4,000 Orchids to be delivered in December 2024.
<b>15 February 2024</b>	Equatorianian Business Gazette reported that Darwin Natural Food had taken the decision to search for a purchaser of its spice line and to discontinue until then its vanilla activities.
<b>15 February 2024</b>	CLAIMANT concluded a cover sale with Herbal Cosmetics at USD 1,000 per orchid.
<b>23 February 2024</b>	23 February 2024, RESPONDENT informed CLAIMANT that Darwin will discontinue its spice business.
<b>1 March 2024</b>	CLAIMANT dispatched the notice of avoidance to RESPONDENT.
<b>15 April 2024</b>	CLAIMANT delivered 3,300 orchids to Herbal, USD 1,000 per orchid, half of RESPONDENT's price.
<b>2 October 2024</b>	Herbal Cosmetics requested the remaining 2,000 orchids, received in December 2024, priced at USD 3,200.
<b>19 December 2024</b>	Negotiations with RESPONDENT failed and CLAIMANT started mediation proceedings, which turned out unsuccessful, therefore initiation of the Present proceedings became necessary.
<b>31 July 2025</b>	CLAIMANT filed Notice of Arbitration to SIAC.

154. In the unlikely event that the Arbitral Tribunal finds that these primary criteria are not met under Art. 75 CISG, CLAIMANT still holds the right of damages under Art. 74. Relevant jurisprudence holds that where a seller could not find any purchaser for a substitute sale due to seasonal difficulties, the aggrieved party was entitled to cover its damages under Art. 74 CISG [*Delchi Carrier S.p.A. v. Rotorex Corp*]. Since Art. 74 ensures **full compensation**, which is a rewarding principle for the aggrieved party to cover all its losses and when other party's breach is certain to occur, Arts. 74 and 75 can be invoked simultaneously [*DiMatteo, pp. 263-264; Downs Investments Pty Ltd. v. Perwaja Steel SDN BHD*].
155. Consequently, there is no justification to expect CLAIMANT to suffer the loss of 600 plants as a consequence of RESPONDENT's fundamental breach [*AC Op. No. 6, ¶ 1.1; Buschtoens, p. 34; Jardine, p. 42; Ishida II, p. 242*].
156. To conclude this issue, damages must be calculated on the basis of 3,300 Vanilla Orchids, at a price difference of USD 1,000 per unit between the contract price and the substitute sale price as explicitly stated. According to Art. 74 and Art. 75 of CISG, CLAIMANT is entitled to USD 3,300,000 from RESPONDENT as a consequence of the calculation.

#### **Conclusion of Issue IV**

157. CLAIMANT is entitled to USD 3,300,000 in damages under Art. 75 CISG. CLAIMANT validly avoided the contract following RESPONDENT's unequivocal refusal to perform. The substitute sale to Herbal Cosmetics was conducted in a reasonable manner and within a reasonable time, before the orchids lost value. Damages must be calculated on 3,300 units at a USD 1,000 price difference. The Arbitral Tribunal should award CLAIMANT the full amount claimed.

#### **REQUEST FOR RELIEF**

158. In light of the above, CLAIMANT respectfully requests the Arbitral Tribunal to:
- (1) find that 2016 SIAC Arbitration Rules govern this arbitration;
  - (2) reject RESPONDENT's request for the disclosure of CLAIMANT's TPFA and Litigation Risk Insurance Agreement;
  - (3) find that RESPONDENT is not exempt from liability under Art. 79 CISG;
  - (4) order RESPONDENT to pay CLAIMANT USD 3,300,000 in damages pursuant to Art. 75 CISG;
  - (5) order RESPONDENT to bear all costs of this arbitration, including any costs associated with third-party funding arrangements to the extent recoverable, as well as legal fees and expenses.

On behalf of CLAIMANT, **Orchis Worldwide Ltd.**

## 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, and abided by the Academic Integrity and Artificial Intelligence Disclosure Statement as per Art. 86 of the Rules of 33rd Vis Moot.

Ankara, 11 December 2025




Melis Meri Caferoğlu



Fatmanur Mavi



Ela Nur Örs



Selen Sözen



Deniz Şenöglü



Nurbanu Uzunyol

## INDEX OF AUTHORITIES

*AC Op. No. 6***CISG-AC Opinion No. 6**

Calculation of Damages under CISG Article 74

Rapporteur: Professor John Y. Gotanda

Advisory Council at its 10th meeting in Stockholm (Sweden)

Spring 2000

Cited in: ¶ 155

*AC Op. No. 7***CISG-AC Opinion No. 7**

Exemption of Liability for Damages Under Article 79 of the CISG, CISG

Rapporteur: Alejandro M. Garro

Advisory Council at its 11th meeting in Wuhan (China)

12 October 2007

Cited in: §§ 98, 99, 111

*AC Op. No. 8***CISG-AC Opinion No. 8**

Calculation of Damages under Articles 75 and 76 CISG

Rapporteur: John Y. Gotanda

Advisory Council at its 12th meeting in Tokyo (Japan)

15 November 2008

Cited in: ¶ 146

*Ament-Guemez/  
Muñoz***Ament- Guemez, David Obey ;Muñoz, Edgardo**

Calculation of Damages on the basis of the Breaching Party's Profits under the CISG

In: Antonin Scalia Law School George Mason University Journal Of International Commercial Law, Vol. 8, No. 2 (2017) pp. 201-219

Cited in: ¶ 153

*Bjorklund/Brosseau***Bjorklund, Andrea K.; Brosseau, Jonathan**

Sources of Inherent Powers

In: European International Arbitration Review, Vol. 6, No. 2 (2018), pp. 1-58

Cited in: ¶ 52

*Borisova***Borisova, Bojidara**

Remarks On The Manner In Which The Principles Of European Contract Law May Be Used To Interpret Or Supplement, Article 75 Of The CISG

In: Nordic Journal of Commercial Law, Issue 2003 (2003) pp. 1-6

Cited in: ¶ 137

*Born***Born, Gary B.**

International Commercial Arbitration, Second Edition, Volume II:

International Arbitral Procedures

Kluwer Law International, 2014

Cited in: ¶¶ 30, 53, 67, 68, 74, 78

*Bridge***Bridge, Michael G.**

Issues Arising Under Articles 64, 72 And 73 of the United Nations

Convention on Contracts for The

International Sale of Goods

In: Journal of Law and Commerce, Vol. 25, No. 405 (2005), pp.405-421

Cited in: ¶¶ 116 129

*Brunner***Brunner, Christoph**

Force Majeure and Hardship Under General Contract Principles:  
Exemption for Non-performance in International Arbitration  
Kluwer Law International, 2009

Cited in: ¶¶ 93, 108, 114

*Buschtoens***Buschtoens, Corinna**

Damages under the CISG Selected problems  
Thesis (Masters) - School of Advanced Law, University of Cape Town,  
2005

Cited in: ¶ 155

*Butler***Butler, Petra**

Damages Principles under the Convention on Contracts for the  
International Sale of Goods  
In: GAR The Guide to Damages in International Arbitration, Fourth  
Edition (25 October 2025), pp. 1-47

Cited in: ¶ 147

*CISG Digest***CISG Digest**

UNCITRAL Digest of Case Law on the United Nations Convention on  
Contracts for the International Sale of Goods Article 75  
UNCTIRAL, 2016

Cited in: ¶¶ 92, 147

*Coote***Coote, Brian**

Reflections on Intention in the Law of Contract  
In: New Zealand Law Review, No. 2 (2006), pp. 183-208

Cited in: ¶ 16

*Dai***Dai, Tian**

A Case Analysis of Scafom International Bv V. Lorraine Tubes S.A.S: The Application of Article 79 of the United Nations Convention

In: Perth International Law Journal, No. 1 (2016), pp. 131-145

Cited in: ¶ 103

*Dikovska***Dikovska, Iryna**

War, Sanctions and Exemption From Liability Under Contracts Falling Within the Scope of the CISG

In: Studia Iuridica 105, Max Planck Institute for Comparative and Private International Law (2024), pp. 7-20

Cited in: ¶ 103

*DiMatteo***DiMatteo, Larry Alan**

International Sales Law: A Global Challenge

Cambridge University Press, 2014

Cited in: ¶¶ 92, 93, 95, 98, 99, 103, 107, 128, 154

*Favalli***Favalli, Daniele**

An Overview of Existing Para-regulatory Texts (“PRTs”): Analysis, Facts and Figures

In: Sense and Non-sense of Guidelines, Rules and Other Para-regulatory Texts in International Arbitration: ASA Special Series, No. 37, Chapter 1 (2015), pp. 1-16

Cited in: ¶ 47

*Felemegas*

**Felemegas, John**

An International Approach to the Interpretation of the United Nations Convention on Contracts for the International Sale of Goods (1980) as Uniform Sales Law

Cambridge University Press, 2007

Cited in: ¶¶ 95, 98, 128

*Grebler*

**Grebler, Eduardo**

Fundamental Breach of Contract Under the CISG: A Controversial Rule  
In: Cambridge University Press on behalf of the American Society of International Law, Vol. 28, No. 31 (March 2007), pp. 407-413

Cited in: ¶ 127

*ICCA-Queen Mary*

**ICCA**

*Report*

ICCA-Queen Mary Task Force Report on Third-Party Funding, Reports No. 4, 2018

Cited in: ¶¶ 65, 67, 83, 85

*Ishida I*

**Ishida, Yasutoshi**

CISG Article 79: Exemption of Performance, and Adaptation of Contract Through Interpretation of Reasonableness - Full of Sound and Fury, but Signifying Something

In: Pace International Law Review, Vol. 30, Iss. 2 (Spring 2018), pp. 331-382

Cited in: ¶ 98

*Ishida II***Ishida , Yasutoshi**

What Does “Foreseeable” Mean? The Scope Of Damages Under Cisg Articles 74–77: Reasonability Principle of Foreseeability—We Don’t Need A Crystal Ball

In: Journal of Law & Commerce Vol. 40, No. 2 (2022), pp. 235-280

Cited in: ¶ 155

*Jacobs***Jacobs, Christopher M.**

Notice of Avoidance under the CISG: A Practical Examination of Substance and Form Considerations, the Validity of Implicit Notice, and the Question of Revocability

In: University of Pittsburgh Law Review, Vol. 64, Iss. 2 (Winter 2003), pp. 407-429

Cited in: ¶ 131

*Jardine***Jardine, Eden Victoria**

Awarding Disgorgement Damages under Art. 74 CISG: Is It Time to Keep up with the Times?

In: Vindobona Journal of International Commercial Law and Arbitration, Vol. 21, Iss. 1 (2017), pp. 36-65

Cited in: ¶ 155

*Kačevska***Kačevska, Inga**

Non-Recognition of Foreign Arbitral Awards Pursuant to Article V 1 d of the New York Convention

In: Journal of the University of Latvia, No.6 (2014) pp. 152-164

Cited in: ¶ 30

*Kessedjian***Kessedjian, Catherine**

Competing Approaches to Force Majeure and Hardship

In: International Review of Law and Economics, No. 25 (2005),  
pp.415-433

Cited in: ¶¶ 95, 114

*Kim/Kim***Kim, Sang Man; Kim, Jongho**Can a Change of Circumstances Qualify as an Impediment under Article  
79 of the CISG?

In: Chinese JIL, Vol. 18, Iss. 1 (2019), pp. 129-163

Cited in: ¶ 98

*Kiraz/Yıldız Üstün***Kiraz, S. Esra; Yıldız Üstün, Esra**COVID-19 and Force Majeure clauses: An Examination of Arbitral  
Tribunal's Awards

In: Uniform Law Review, Vol. 25, Iss. 4 (December 2020), 1-29

Cited in: ¶ 111

*Kröll/Mistelis/***Kröll, Stefan; Mistelis, Loukas; Perales Viscasillas, María***Viscasillas*UN Convention on Contracts for the International Sale of Goods (CISG),  
2nd ed.

C.H Beck Hart Nomos, 2018

Cited in: ¶¶ 92, 93, 95, 114, 118, 127, 132

*Leinen***Leinen, Rebecca**

Striking the right balance: Disclosure of third-party funding

In: Oxford University Commonwealth Law Journal, Vol. 2, Iss. 1 (2020),  
pp. 1-24

Cited in: ¶¶ 41, 49, 67

*Lin/Lo/Lo***Lin, Tsai-yu; Lo, Mao-wei, Lo, Jeffrey (Chieh)**

The Problems of Using the Latest Institutional Arbitration Rules for Investment Treaty Disputes

2022

Cited in: ¶¶ 24, 29, 53, 54

*Lookofsky***Lookofsky, Joseph**

Understanding the CISG, 4th ed.

Kluwer Law International, 2012

Cited in: ¶¶ 14, 23, 92, 93, 98, 103, 108, 118

*Lu***Lu, Yijia**

Med-Arb and Arb-Med: A Law and Economic Analysis

In: Harvard Negotiation Law Review, Vol. 27 (2021), pp. 258-288

Cited in: ¶ 8

*Magnus***Magnus, Ulrich**

The Remedy Of Avoidance Of Contract Under CISG—General Remarks And Special Cases

In: Journal of Law and Commerce, Vol. 25, No. 423 (2005), pp. 423-436

Cited in: ¶ 130

*Malkawi***Malkawi, Bashar H.**

CISG: The Relation among Cure, Fundamental Breach, and Avoidance

In: Journal of Law, Policy and Globalization Vol. 93 (2020), pp. 24-44

Cited in: ¶

*Mazzacano***Mazzacano, Peter**

The Treatment of CISG Article 79 in German Courts:

Halting the Homeward Trend

In: Nordic Journal of Commercial Law, Iss. 2012 #2 (2012), pp. 1-30

Cited in: ¶ 103

*McLauchlan***McLauchlan, David**

Subjective Intention in the Law of Contract: Its Role and Limits

In: Current Legal Issues Seminar Series (2023) , pp. 1-5

Cited in: ¶ 23

*Nagy***Nagy, Brandon**Unreliable Excuses: How Do Differing Persuasive Interpretations of  
CISG

Article 79 Affect Its Goal of Harmony?

In: New York International Law Review, Vol. 26, Iss. 2 (Summer 2013),  
pp. 61-92

Cited in: ¶ 98

*Oral***Oral, Tuğçe**Exemption from liability according to the art. 79 of the Convention  
on International Sale of Goods (CISG)

In: Juridical Tribune, Vol. 9, Iss. 3 (December 2019), pp. 645-658

Cited in: ¶ 99

*Overgaard/Kristensen***Overgaard, Caroline; Kristensen, Johan**

Disclosure of Third-Party Funding in Commercial Arbitration

In: Nordic Journal of Commercial Law 2020 NJCL, No. 20 (2020), pp. 1-20

Cited in: ¶ 68

*Plate***Plate, Tobias**

The Buyer's Remedy of Avoidance Under the CISG: Acceptable From a Common Law Perspective?

In: Vindobona Journal of International Commercial Law and Arbitration, Vol. 6, Iss. 1 (2002), pp. 57-82

Cited in: ¶ 129

*Rampall/Feehily***Rampall, Yeshnah D.; Feehily, Ronán**

The Sanctity of Party Autonomy and the Powers of Arbitrators to Determine the Applicable Law: The Quest for an Arbitral Equilibrium

In: Harvard Negotiation Law Review, Vol. 23, (2018), pp. 372-639

Cited in: ¶ 53

*Rauer***Rauer, Viktor**The EU Reinvents the Wheel: A Study On the Challenges of the Arbitration and Mediation Centre in the Unified Patent System  
Graduate Thesis, Faculty Of Law Lund University, 2020

Cited in: ¶¶ 29, 30

*Redfern/Hunter I***Blackaby, Nigel; Partasides, Constantine; Redfern, Alan; Hunter, Martin**

Redfern and Hunter on International Arbitration, 4th ed.

Oxford University Press, 2022

Cited in: ¶¶ 28, 53, 55

*Redfern/Hunter II***Blackaby, Nigel; Partasides, Constantine; Redfern, Alan; Hunter, Martin**

Redfern and Hunter on International Arbitration, 7th ed.

Oxford University Press, 2022

Cited in: ¶ 78

*Saidov***Saidov, Djakhongir**

The Law of Damages in International Sales: The CISG and Other International Instruments, Second Edition

2021

Cited in: ¶¶ 127, 129, 137, 138

*Saidov/Cunnington***Saidov, Djakhongir; Ralph Cunnington**

Contract Damages Domestic and International Perspectives

2008

Cited in: ¶ 153

*Schwenzer/Atamer/**Butler***Schwenzer, Ingeborg; Atamer, Yeşim; Butler, Petra**

Current Issues in the CISG and Arbitration

Eleven Publishing, 2014

Cited in: ¶ 93

- Schwenzer/  
Fountoulakis/Dimsey* **Schwenzer, Ingeborg; Fountalakis, Christiana; Dimsey, Mariel**  
International Sales Law A Guide to the CISG, 3rd ed.  
Hart Publishing, 2019  
  
Cited in: ¶¶ 93, 128
- Schlechtriem/  
Schwenzer* **Schlechtriem, Peter; Schwenzer, Ingeborg**  
Commentary on the UN Convention on the International Sale of Goods  
(CISG)  
Oxford, 4th Edition, 2016  
  
Cited in: ¶¶ 92, 95, 98, 108, 116, 118, 127, 137, 147
- Schroeter* **Schroeter, Ulrich G.**  
Die Anwendbarkeit des UN-Kaufrechts auf grenzüberschreitende  
Versteigerungen und Internet-Auktionen (The Applicability of the UN  
Sales Law (CISG) to Cross-Border Auctions and Internet Auctions)  
In: Zeitschrift für Europäisches Privatrecht (2004)  
  
Cited in: ¶ 126
- Shreedhar* **Shreedhar, Akshay**  
Feasibility of Covering Values in Transnational Commercial Law: Article  
79 of the CISG and the Impediment  
In: Global Journal of Comparative Law, Vol. 5, No. 2 (2016), pp.  
183-207  
  
Cited in: ¶ 98

*Sweify***Sweify, Mohamed**

Against Disclosure

In: Southern California Interdisciplinary Law Journal, Vol. 31, No. 509 (2022), pp. 509-538

Cited in: ¶ 78

*Symeonides***Symeonides, Symeon C.**

Choice of Law

Oxford, 2016

Cited in: ¶¶ 12, 55

*Tevendale/Ambrose/***Tevendale, Craig; Ambrose, Hannah; Naish, Vanessa***Naish*

Multi-Tier Dispute Resolution Clauses and Arbitration

In: Turkish Commercial Law Review 1, No. 1 (February 2015), pp. 31-40

Cited in: ¶ 5

*Thrasher***Thrasher, Rachel Denae**

Expansive Disclosure: Regulating Third-Party Funding for Future Analysis and Reform

In: Boston College Law Review, Vol. 59, Iss. 8 (2018), pp. 2935-2952

Cited in: ¶ 82

*Trusz***Trusz, Jennifer A.**

Full Disclosure? Conflicts of Interest Arising from Third-Party Funding in International Commercial Arbitration

In: The Georgetown Law Journal, Vol. 101, Iss. 6 (2013), p. 1650-1681

Cited in: ¶ 79

*Waincymer*

**Waincymer, Jeffrey**

Procedure and Evidence in International Arbitration

Kluwer International, 2012

Cited in: ¶¶ 54, 74, 75, 78

*Wijerathana/  
Jayasekera*

**Wijerathna, YP; Jayasekera BKM**

Legal Implications of COVID-19: Force Majeure and Contractual  
Obligations in International Sale of Goods

In: 13th International Research Conference, General Sir John Kotelawala  
Defence University (2020), pp. 61-67

Cited in: ¶ 116

*Zeller*

**Zeller, Bruno**

Determining the Contractual Intent of Parties under the CISG and  
Common Law - A Comparative Analysis

In: European Journal of Law Reform 4, No. 4 (2002), pp. 158, 629-631,  
643

Cited in: ¶¶ 14, 16, 23, 108

*Zheng*

**Zheng, Fangyan**

Research on the Application of Force Majeure Rules in International  
Commercial Contracts

In: International Journal Of Humanities Education and Social Sciences,  
Vol. 2, No. 1 (2025), pp. 1-7

Cited in: ¶ 116

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