

MEMORANDUM FOR RESPONDENT



ICC Case No: Moot-100/MM

ON BEHALF OF:

Visionic Ltd
Optronic Avenida 3
Oceanside
Equatoriana

AGAINST:

SensorX, plc
Atwood Lane 1784
Capital City
Mediterraneo

TABLE OF CONTENTS

INDEX OF ABBREVIATIONS AND DEFINITIONS	iv
INDEX OF AUTHORITIES	vi
INDEX OF CASES AND AWARDS.....	xxii
STATEMENT OF FACTS.....	1
SUMMARY OF ARGUMENTS	3
ISSUE I: The Arbitral Tribunal should reject inclusion of CLAIMANT’s new claim to the pending arbitration	5
A. RESPONDENT does not object to the Arbitral Tribunal’s authority as to the inclusion of new claims into a certain arbitral proceeding.....	5
B. CLAIMANT fails to meet the conditions set in Art. 23(4) ICC Rules to include its new claim to the pending arbitration	6
1. ToR that has been signed by the Parties exhaustively limits and defines the issues to be determined based on Purchase Order No. 9601, and CLAIMANT’s new claim falls outside of the scope of it.....	8
2. In the alternative, inclusion of the new claim would be onerous to the Parties and the Arbitral Tribunal.....	9
a. CLAIMANT’s new claim is substantively and entirely different from the case at hand, by its nature.....	10
b. Inclusion of the new claim is not an effective manner of conducting arbitral proceedings, neither in cost nor in time	11
i. The Parties and the Arbitral Tribunal have to abide by the timetable set by ToR and the Court would not extend the time limit pursuant to Art. 32(2) ICC Rules	11
ii. The Arbitral Tribunal’s fees as well as the total amount of arbitration costs would noticeably increase	13
ISSUE II: CLAIMANT’s new claim should be raised with a separate request for arbitration, and it cannot be consolidated with the pending arbitral proceeding.....	13
A. CLAIMANT’s nRfA fails to fulfill the requirements in order to make a request for arbitration, pursuant to Art. 4 ICC Rules	14
1. CLAIMANT’s nRfA does not contain the necessary information that is required under Art. 4(3) ICC Rules	14



2. CLAIMANT has not paid USD 5,000 as filing fee under Art. 4(4) ICC Rules15

B. The Arbitral Tribunal lacks the authority to consolidate separate arbitral proceedings 15

1. Consolidation is not governed by UNCITRAL Model Law; thus, ICC Rules will be applied to the matter at hand16

2. Art. 10 ICC Rules is not silent to the matter and specifically authorizes the Court regarding consolidation; thus, the Parties cannot agree otherwise, pursuant to Art. 19 ICC Rules.....16

C. CLAIMANT’s nRfA does not fulfill the requirements of consolidation pursuant to Art. 10 ICC Rules17

1. The Parties have not agreed to consolidation and the claims in the arbitrations are made under the different arbitration agreements18

2. Purchase Orders are not under the same legal relationship and the conflicts arising from them are not legally related19

3. The Arbitration Agreements in different Purchase Orders are incompatible19

ISSUE III: CLAIMANT is not entitled to any payment under Purchase Order No. 960120

A. RESPONDENT has performed all of its contractual obligations under Purchase Order No. 960120

1. RESPONDENT has accepted the delivery of the goods.....20

2. RESPONDENT has made the payment for the goods20

a. The change of CLAIMANT’s bank account should be deemed valid under Art. 29 CISG.....21

i. RESPONDENT has acted in good faith; thus, did not know or could not have known the real sender of the e-mail in guise of Ms. Audi22

ii. CLAIMANT is bound with equitable estoppel under Art. 29(2) CISG23

b. RESPONDENT has made the payment accordingly24

B. RESPONDENT’s alleged failure to perform its payment obligation is caused by CLAIMANT, pursuant to Art. 80 CISG; since, it did not fulfill its information and cooperation duties regarding the cyberattack24

1. CLAIMANT has a duty to cooperate with RESPONDENT, pursuant to Art. 5.1.3 Danubian Contract Act25

a. All the individual contracts are governed by the choice of law provision under Art. 41 Framework Agreement25

b. CLAIMANT has failed its duty to cooperate with RESPONDENT26



2. CLAIMANT has duty to inform RESPONDENT, pursuant to Art. 34 Equatorianian Data Protection Act27

 a. Art. 34 Equatorianian Data Protection Act is an overriding mandatory rule that has to be applied to the case at hand.....27

 b. CLAIMANT has failed its duty to inform RESPONDENT29

3. In any respect, CLAIMANT failed its duty to inform RESPONDENT, pursuant to Art. 7 CISG30

C. In the alternative, RESPONDENT’s payment obligation should be reduced according to Art. 77 CISG31

 1. Despite CLAIMANT’s allegations under RfA, Art. 77 CISG applies to payment obligations31

 2. CLAIMANT has and should have foreseen the potential risks and its results to its business partners, regarding increasing cybersecurity breaches in the automotive sector; hence, the cyberattack.....32

 3. CLAIMANT failed to take any necessary measures to reduce the damage incurred, unlike RESPONDENT33

REQUEST FOR RELIEF34

INDEX OF ABBREVIATIONS AND DEFINITIONS

anRfA	Answer to Request for Arbitration
Art.	Article
Arts.	Articles
CCO	Chief Cybersecurity Officer
CEO	Chief Executive Officer
CISG	United Nations Convention On Contracts For The International Sale Of Goods
Cl. Q.	Clarification Question
Cla. Ex.	Claimant Exhibit
Claimant	SensorX plc
COO	Chief Operating Officer
e.g.	exempli gratia (Latin)
eds.	editors
FA	Framework Agreement
i.e.	id est., that is (Latin)
ibid.	ibidem, in the same place (Latin)
ICC	International Chamber of Commerce
Inc.	incorporated

MfC	Memorandum for Claimant
No.	number
nRfA	Request for authorization of new claim
p.	page
para.	paragraph
paras.	paragraphs
PO	Procedural Order
pp.	pages
Res. Ex.	Respondent Exhibit
Respondent	Visionic Ltd
RfA	Request for Arbitration
The Court	ICC International Court of Arbitration
ToR	Terms of Reference
UK	United Kingdom
UNIDROIT	International Institute For The Unification Of Private Law
USA	United States of America
v.	versus

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USA
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CISG Case 93
15 June 1994
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Association v.
Union des
Associations
Européennes
de
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(UEFA)* Gibraltar Football Association v. Union des Associations Européennes de Football (UEFA)
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Cotton Case* Case No: 1122
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Cited in: para. 118

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of the European
Union***Da Silva Case*

Case No: C 149/18
Court of Justice of the European Union (Sixth Chamber)
Judgment of the Court (Sixth Chamber), 31 January 2019
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Case No: C-381/98
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Case No: 1746
Cour d'appel de Rennes (Court of Appeal Rennes)
Brassiere Cups Case, 27 May 2008
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Daewoo, 6 March 1996, Rev.Arb.1997
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Germany*Iron-**Molybdenum**Case*

Case No: 1 U 167/95
Oberlandesgericht Hamburg, Germany
Oberlandesgericht Hamburg; 1 U 167/95, 28 February 1997
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Bundesgerichtshof
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PCA

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Decision DKN.5131.16.2021, 14 October 2021
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SIAC

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Case*

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Cited in: para. 103

Singapore

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Dermajaya Properties Sdn Bhd v Premium Properties Sdn Bhd and Another
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UK

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Sa and ors*

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Royal Courts of Justice (Strand- London)
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Case No: A3/ 2012/ 0249
Cited in: para. 90

<i>Oxford Shipping Co Ltd v. Nippon Yusen Kaisha</i>	Oxford Shipping Co Ltd v Nippon Yusen Kaisha: “The Eastern Saga” Oxford Shipping v. Nippon Yusen Kaisha, (1984) 2 Lloyd’s Rep. 373 Cited in: para. 59
USA	
<i>Mitsubishi v. Chrysler</i>	Case No: 83-1569 U.S. Supreme Court Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth Inc., 18 March 1985 Cited in: para. 101
<i>Scherk v. Alberto-Culver</i>	Case No: 73-781 U.S. Supreme Court Scherk v. Alberto-Culver Co., 29 April 1974 Cited in: para. 101
<i>Arrow Truck Sales v. Top Quality Truck & Equip. Inc</i>	Arrow Truck Sales Inc. v. Top Quality Truck & Equip. Inc., United States District Court Middle District of Florida Tampa Division 20 March 2015 Case No. 8:14-cv.2052-T-30TGW Cited in: para. 97
<i>Parmer v. United Bank Inc</i>	Parmer v. United Bank Inc. State Of West Virginia Supreme Court of Appeals 7 December 2020 Case No: 20-0013 Cited in: para. 97
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<p><i>Beau Townsend Ford Lincoln Inc. v. Don Hinds Ford Inc.</i></p>	<p>Beau Townsend Ford Lincoln Inc. v. Don Hinds Ford Inc. United States Court of Appeals, Sixth Circuit November 27, 2018 Case No: 17-4177 Cited in: para. 80</p>
<p><i>H&H Rock Llc, t/a H&H Rock Companies, et al. v. Morris & Ritchie Associates Inc.</i></p>	<p>H&H Rock Llc, t/a H&H Rock Companies, et al. v. Morris & Ritchie Associates Inc. Court of Special Appeals of Maryland September Term, 2020 Case No: 1222 Cited in: para. 80</p>
<p><i>Downs Investments Pty Ltd. v. Perwaja Steel SDN BHD</i></p>	<p>Downs Investments Pty Ltd. v. Perwaja Steel SDN BHD Supreme Court of Queensland 17 November 2000 CISG Case 631 Cited in: para. 79</p>
<p><i>Prosper Florida, Inc. v. Spicy World of USA, Inc.</i></p>	<p>Prosper Florida, Inc. v. Spicy World of USA, Inc. Court of Appeals of Texas, First District, Houston 28 April 2022 Cited in: 97</p>

promisee's right to demand performance and its obligation to mitigate [*Riznik, p. 282; Keirse, p. 962*]. Therefore, RESPONDENT's payment obligation should be reduced by the Arbitral Tribunal.

REQUEST FOR RELIEF

126. In light of the above, RESPONDENT respectfully requests the Arbitral Tribunal to:
1. Reject CLAIMANT's new claim regarding Purchase Order No. A-15604 and order RESPONDENT to pay USD 12,000,000 to CLAIMANT;
 2. Alternatively, reject CLAIMANT's request for authorization of new claim as a request for arbitration and do not consolidate the separate proceedings;
 3. Find that CLAIMANT has failed its cooperation and information duties; therefore, is not entitled to payment under Purchase Order No. 9601;
 4. Alternatively, reduce RESPONDENT's payment obligation due to the alleged breach of contract.

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 that is not a member of this team.


Yağız Mete Akkaya


Beyza Bayındır


İzgi Bişer


İlker Binbirçiçek


Levent Erdoğan


Berrin Karadeniz


Yigit Özen


Ahmet Barış Seçgin


İhsan Batuhan Soydan