

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

28 March - 2 April 2026, Vienna

MEMORANDUM FOR RESPONDENT



Case Reference No: ARB1991/25/VIS

ON BEHALF OF:

Darwin Natural Food plc
Louis Liger Avenue 1704
Oceanside
Equatoriana

RESPONDENT

AGAINST:

Orchis Worldwide Ltd.
Orchid Bee Drive
Capital City
Mediterraneo

CLAIMANT

Melis Meri Caferođlu • Fatmanur Mavi • Ela Nur Örs

Selen Sözen • Deniz Şenođlu • Nurbanu Uzunyol

TABLE OF CONTENTS

INDEX OF ABBREVIATIONS AND DEFINITIONSIV

STATEMENT OF FACTS.....1

SUMMARY OF ARGUMENT3

ARGUMENT4

ISSUE I: The Arbitral Tribunal should apply 2025 SIAC Arbitration Rules.....4

A. 2025 SIAC Rules should apply to the arbitral proceedings, pursuant to Art. 15 SA5

1. Art. 8 CISG should be applied to discuss the interpretation of SA, and not Art. 7 CISG as CLAIMANT argues5

2. The Parties’ mutual intent pursuant to Art. 8(1) CISG establishes a clear choice of 2025 SIAC Rules.....5

3. The objective interpretation pursuant to Art. 8(2) CISG compels the application of 2025 SIAC Rules.....7

B. The arbitral proceedings commenced after the entry into force of 2025 SIAC Rules8

C. Application of 2016 SIAC Rules would possibly jeopardize recognition and enforceability of the award under Art. V(1)(d) of New York Convention.....9

Conclusion of Issue I10

ISSUE II: The Arbitral Tribunal should accept RESPONDENT’s request regarding the disclosure of CLAIMANT’s third-party funding agreement and litigation risk insurance agreement10

A. Under 2016 SIAC Rules, the Arbitral Tribunal is explicitly empowered to order for further disclosure11

B. Under 2025 SIAC Rules, the Arbitral Tribunal is explicitly empowered to order for further disclosure11

C. Regardless of the governing version of SIAC Rules, the Arbitral Tribunal is empowered and required to order for further disclosure.....12

1. The Arbitral Tribunal should exercise its general procedural and inherent powers13

2. The Arbitral Tribunal’s general evidence disclosure powers allow for further disclosure14

3. The requested disclosure satisfies the conditions of relevancy and materiality14

4. Denying RESPONDENT’s request would result in a breach of the Arbitral Tribunal’s fundamental
conductive duties18

Conclusion of Issue II19

ISSUE III: The Arbitral Tribunal should reject CLAIMANT’s request for damages20

A. RESPONDENT is exempted from its contractual obligations under Art. 79(1) CISG20

1. The impediment was beyond RESPONDENT’s control21

2. The impediment was unforeseeable at the time of the conclusion of the contract22

3. The impediment and its consequences were unavoidable and could not have been overcome24

B. RESPONDENT dispatched a timely and sufficient notice under Art. 79(4) CISG26

C. In the alternative, the Arbitral Tribunal should reduce RESPONDENT’s liability27

Conclusion of Issue III28

ISSUE IV: CLAIMANT is not entitled to damages pursuant to Art. 75 CISG28

**A. The delivery of 3,300 Vanilla Orchids to Herbal Cosmetics is not a substitute sale in the sense
of Art. 75 CISG.....28**

B. The alleged substitute sale does not conform with the requirements of Art. 75 CISG30

1. The substitute sale was concluded before the avoidance30

2. The substitute sale was not conducted in a reasonable manner and within a reasonable time after the
avoidance31

**C. In the alternative, the full amount of alleged damages is USD 1,700,000, which should then
be reduced pursuant to Art. 77 CISG32**

1. The quantity of Vanilla Orchids in the original sale should be calculated as 2,700 with a price of
USD 2,00032

2. The quantity of Vanilla Orchids in the substitute sale should be calculated in two installments as
2,000 and 1,300, as per the contract with Herbal Cosmetics33



3. The price of the substitute sale of 3,300 Vanilla Orchids should be USD 1,100 and USD 3,200 of the two separate installments34

Conclusion of Issue IV35

REQUEST FOR RELIEF35

INDEX OF AUTHORITIESVI

INDEX OF CASES AND AWARDSXXIII

148. Conclusively, CLAIMANT's current calculation is legally flawed. The Arbitral Tribunal should deem USD 3,300,000 damages to be unconscionable; since, such a claim constitutes overcompensation in the case at hand. This is illustrated with a clear figure below.

REFERENCE TABLE FOR DAMAGE CALCULATION

	SALE TO RESPONDENT	SALE TO HERBAL COSMETICS	TOTAL DAMAGE
CLAIMANT'S CALCULATION UNDER ART. 75 CISG	3,300 Vanilla Orchids x USD 2,000 = USD 6,600,000	3,300 Vanilla Orchids x USD 1,000 = USD 3,300,000	USD 3,300,000
RESPONDENT'S CALCULATION UNDER ART. 75	2,700 Vanilla Orchids x USD 2,000 USD = USD 5,400,000	3,300 Vanilla Orchids x USD 1,000 = USD 3,300,000	USD 2,100,000
RESPONDENT'S ALTERNATIVE CALCULATION	2,700 Vanilla Orchids x USD 2,000 = USD 5,400,000	(2,000 Vanilla Orchids x USD 1,100) + (1,300 Vanilla Orchids x USD 2,240) = USD 5,512,000	USD 288,000

Conclusion of Issue IV

149. For these reasons, the Arbitral Tribunal should reject CLAIMANT's claim for damages under Art. 75 CISG. The delivery of 3,300 Vanilla Orchids to Herbal Cosmetics was not a genuine substitute sale, but a modification and acceleration of a pre-existing commercial arrangement that would have proceeded irrespective of any avoidance of SA. In any event, Art. 75 is unavailable because the alleged cover transaction was concluded before CLAIMANT issued a valid notice of avoidance on 1 March 2024, and it was not conducted in a reasonable manner or within a reasonable time. Even if Art. 75 were applicable, CLAIMANT's calculation is inflated and would result in overcompensation; any recovery must be reduced to reflect a reasonable substitute price, contractually correct quantities, and CLAIMANT's duty to mitigate under Art. 77 CISG. Accordingly, the Arbitral Tribunal should deny damages, or, at minimum, substantially reduce any award.

REQUEST FOR RELIEF

150. In light of the above, RESPONDENT respectfully requests the Arbitral Tribunal to:

- (1) find that 2025 SIAC Arbitration Rules govern this arbitration;
- (2) accept RESPONDENT'S request for the disclosure of CLAIMANT's TPFAs and Litigation Risk Insurance Agreement;
- (3) find that RESPONDENT is exempt from liability under Art. 79 CISG;
- (4) reject CLAIMANT's request from RESPONDENT to pay USD 3,300,000 in damages;
- (5) order CLAIMANT 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 RESPONDENT, **Darwin Natural Food plc.**

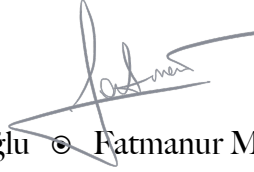
CERTIFICATE OF AUTHENTICITY

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, 22 January 2026




Melis Meri Caferoğlu



Fatmanur Mavi



Ela Nur Örs



Selen Sözen



Deniz Şenoğlu



Nürbanu Uzunyol

INDEX OF AUTHORITIES

<i>AC Opinion No. 7</i>	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: ¶¶ 81, 93
<i>AC Opinion No. 8</i>	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: ¶¶ 117, 123, 129
<i>AC Opinion No. 20</i>	CISG-AC Opinion No. 20 Hardship under the CISG Rapporteur: Prof. Dr. Edgardo Muñoz Advisory Council at its 27th meeting in Puerto Vallarta (Mexico) 2-5 February 2020 Cited in: ¶ 109
<i>Al-Hajaj</i>	Al-Hajaj, Amir The Concept of Fundamental Breach and Avoidance under CISG In: Brunel University Archive (2015), pp. 1-290 Cited in: ¶¶ 124, 126

Al- Mukhaizeem

Al-Mukhaizeem, Bashayer

Differences between CISG and ULIS

In: Legal Issues Journal Vol. 10, No. 1 (December 2024), pp. 9-82

Cited in: ¶ 126

Atamer in Kröll/

Atamer, Yeşim

Mistelis/

Provisions Common to The Obligations

Perales Viscasillas

UN Convention on Contracts for the International Sale of Goods
(CISG)

2nd ed.

C.H Beck Hart Nomos, 2018

Cited in: ¶¶ 81, 84, 90, 93, 98, 106, 109

Ay

Ay, Yunus Emre

Types of Damages under the CISG

In: Facta Universitatis, Series: Law and Politics, Vol. 21, No. 2
(2023), pp. 151-161

Cited in: ¶ 126

Berger

Berger, Bernhard

Security for Costs: Trends and Developments in Swiss Arbitral Case
Law

In: ASA Bulletin, Vol. 28, Iss. 1 (2010), pp. 7-81

Cited in: ¶ 66

- Bjorklund/Brosseau* **Bjorklund, Andrea K.; Brosseau, Jonathan**
Sources of Inherent Powers
In: European International Arbitration Review, Vol. 6, No. 2 (2018),
pp. 1-49

Cited in: ¶¶ 48, 50
- Black's Law Dictionary* **Henry Campbell Black, M.A.**
Black's Law Dictionary, Revised 4th Ed.
1968

Cited in: ¶ 20
- Borisova in Felemegas* **Borisova, Bojidara**
Measurement of Damages When Contract is Avoided: 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: Felemegas, John, An International Approach to the Interpretation
of the United Convention on Contracts for the International Sale of
Goods
Cambridge University Press, 2007, pp. 476-480
Cited in: ¶117
- 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, Iss. 2003 (2003) pp. 1-6

Cited in: ¶129

*Born***Born, Gary B**

International Commercial Arbitration, 2nd. Ed.
Volume II: International Arbitral Procedures, 2014

Cited in: ¶ 31

*Brabandere/Lepeltak***Brabandere, Eric De; Lepeltak, Julia**

Third Party Funding in International Investment Arbitration
In: Grotius Centre Working Paper, No. 2 (5 June 2012)

Cited in: ¶ 74

*Brunner***Brunner, Christoph**

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

Cited in: ¶¶ 81, 98, 109

*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 (25
October 2025), pp. 1-47

Cited in: ¶¶ 130, 132

*Chen***Chen, Tsai-fang**

Development in Responses of Arbitral Tribunals to Third-Party
funding in International Investment Arbitration
In: Contemporary Asia Arbitration Journal , Vol.15, Iss. 1 (2022),
pp.1-24

Cited in: ¶ 45

*Choong/Mangan/
Lingard*

Choong, John; Mangan, Mark; Lingard, Nicholas

A Guide To The SIAC Arbitration Rules, 2nd Ed.

Oxford University Press, 2018

Cited in: ¶¶ 11, 29, 49

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: ¶¶ 84, 132

Davies in DiMatteo

Davies, Martin

Excuse of Impediment and Its Usefulness

In: International Sales Law: A Global Challenge

Cambridge University Press, 2014, pp. 295-305

Cited in: ¶ 96

De Bruet

De Bruet, Christophe Guibert

Armed Conflict and Force Majeure

In: Lalive, Lexology (3 March 2022), pp. 2-4

Cited in: ¶ 94

DiMatteo

DiMatteo, Larry Alan

International Sales Law: A Global Challenge

Cambridge University Press, 2014

Cited in: ¶ 84

Flambouras

Flambouras, Dionysios P.

The Doctrines of Impossibility of Performance and Clausula Rebus Sic Stantibus in the 1980 Convention on Contracts for the International Sale of Goods and the Principles of European Contract Law - A Comparative Analysis

In: Pace International Law Review, Vol. 13, No. 261 (2001), pp. 262-292

Cited in: ¶ 84

Galagan/Živković

Galagan, Dmytro; Živković, Patricia

If They Finance Your Claim, Will They Pay Me if I Win: Implications of Third Party Funding on Adverse Costs Awards in International Arbitration

In: European Scientific Journal, Special Edition (2015), pp. 173-181

Cited in: ¶ 63

Garcia/Cho/

Santosuoss/Scarlett/

Thrasher

Garcia, Frank J; Cho, Hyun Ju; Santosuosso, Tara; Scarlett, Randall; Thrasher, Rachel Denae

The Case Against Third-Party Funding in ISDS: Executive Summary

In: Boston College Law School – PUC University of Chile, Working Group on Trade & Investment Law Reform, Third-Party Funding Task Force (2018)

Cited in: ¶ 77

*Gotanda in Kröll/
Mistellis/Viscasillas*

Gotanda, John

Provisions Common to the Obligations

In: UN Convention on Contracts for the International Sale of Goods (CISG) 2nd ed.

C.H Beck Hart Nomos, 2018, pp. 1033-1041

Cited in: ¶¶ 117, 137

Grenig/Scanza

Grenig, Jay E.; Scanza, Rocco M.

Understanding Evidence (Part II)

In: Dispute Resolution Journal, Vol. 70, No. 4 (2015) pp. 75-86

Cited in: ¶ 58

Hippolyte

Hippolyte, Antonius R.

Third-Party Funding in International Commercial Arbitration:
Evolution or Revolution

In: Corporate Disputes, Iss. Jul-Sept (2017), pp. 45-51

Cited in: ¶ 66

Honnold

Honnold, John

Uniform Law for International Sales Under the 1980 United Nations
Convention, 3rd. Ed.

1999, § 432

Cited in: ¶¶ 106, 108

Huber/Mullis

Huber, Peter; Mullis, Alastair

The CISG: A New Textbook for Students and Practitioners
European Law Publishers, 2007

Cited in: ¶¶ 117, 129, 137

- ICSID Working Paper #3* **ICSID**
Working Paper #3: Proposals for Amendment of the ICSID Rules, Vol. 1 (2019)

Cited in: ¶ 44
- Ishida* **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: ¶¶ 93, 98
- 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: ¶ 124
- Peter* **Peter, James T.**
Med-Arb In International Arbitration
In: American Review of International Arbitration, Columbia Law School, Vol. 8, No. 1 (1997), pp. 83-116

Cited in: ¶ 25

*Janssen/Wahnschaffe***Janssen, André; Wahnschaffe, Christian Johannes**

COVID-19 and international sale contracts: unprecedented grounds for exemption or business as usual?

In: Uniform Law Review, Vol. 25, Iss. 4 (December 2020), pp. 470-471

Cited in: ¶ 95

*Jun***Jun, Jung Won**

Third Party Funding of Arbitration: Focusing on Recent Legislations in Hong Kong and Singapore

In: Journal of Arbitration Studies, Vol. 30, No. 3 (2020), pp. 137-[ii]

Cited in: ¶¶ 60, 62

*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: ¶ 31

*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: ¶ 103

Kuster/Baasch

Andersen

Kuster, David; BaaschAndersen, Carmilla

Hardly Room for Hardship - A Functional Review of Article 79 of the CISG

March 2017

In: Journal of Law and Commerce, Vol. 35, No. 1 (Fall 2016), pp. 1-21

Cited in: ¶ 90

Lindström

Lindström, Niklas

Changed Circumstances and Hardship in the International Sale of Goods

In: Nordic Journal of Commercial Law, No. 1 (2006), pp. 1-29

Cited in: ¶ 81

Lookofsky

Lookofsky, Joseph

Understanding the CISG, 4th ed.

Kluwer Law International, 2012

Cited in: ¶¶ 8, 84, 90, 111

Lookofsky/Flechtner

Lookofsky, Joseph; Flechtner, Harry

Nominating Manfred Forberich: The Worst CISG Decision in 25 Years?

In: Vindobona Journal of International Commercial Law and Arbitration 9, No. 1 (2005), pp. 205-207

Cited in: ¶ 96

Magnus in DiMatteo

Magnus, Ulrich

Incorporation of Standard Terms

In: International Sales Law: A Global Challenge

Cambridge University Press, 2014, pp. 257-284

Cited in: ¶¶ 106, 124

Majumdar/Jha

Majumdar, Indraneel Basu; Jha, Srishti

The Law Relating to Damages under International Sales: A

Comparative Overview between the CISG and Indian Contract Law

In: Vindobona Journal of International Commercial Law and

Arbitration, Vol. 5 (2001), pp. 185-211

Cited in: ¶ 132

Marengo

Marengo, Mauricio

Third Party Funding and Conflicts of Interest: Mandatory Disclosure to Tame the Beast?

In: Revista De La Secretaría Del Tribunal Permanente De Revisión,

Vol. 10, No. 19 (2022), pp. 1-25

Cited in: ¶ 38

Mastromatteo/Landi

Mastromatteo, Luca; Landi, Niccolo

Grounds of Exemptions from Liability for Failure to Perform in the United Nations Convention on Contracts for the International Sale of Goods (CISG)

In: Bocconi Legal Papers Vol. 6, No. 23 (2015), pp. 23-33

Cited in: ¶¶ 90, 106

Mazzacano

Mazzacano, Peter

The Treatment of CISG Article 79 in German Courts:
Halting the Homeward Trend

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

Cited in: §§ 84, 90

Menkel-Meadow

Menkel-Meadow, Carrie

Mediation, Arbitration, and Alternative Dispute Resolution (ADR)

In: International Encyclopedia of the Social and Behavioral Sciences,
Legal Studies Research Paper Series, No. 2015-59 (2015)

Cited in: § 25

Miettinen

Miettinen, Jenni

Economic Impediment as Ground for Exemption from Liability in the
Scope

In: Vindobona Journal Of International Commercial Law And
Arbitration, Vol. 18 (2014), pp. 227-248

Cited in: §§ 81, 104

Offermanns

Offermanns, Jennifer

Damages Arising out of a Cover Purchase within the Framework of
Articles 74 to 77 CISG

In: Vindobona Journal of International Commercial Law and
Arbitration, Vol. 10 (2006), pp. 1-14

Cited in: § 130

*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: ¶ 84

*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: ¶ 124

*Raczynska***Raczynska, Magdalena**

Recoverability of the Buyer's Lost Resale Profit under CISG.

In: Nordic Journal of Commercial Law, No. 2 (2007), pp 1-10

Cited in: ¶ 137

*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: ¶¶ 30, 31

- Redfern/Hunter* **Blackaby, Nigel; Partasides, Constantine; Redfern, Alan; Hunter, Martin**
Redfern and Hunter on International Arbitration, 7th ed.
Oxford University Press, 2022

Cited in: ¶ 74
- Saidov* **Saidov, Djakhongir**
The Law of Damages in International Sales: The CISG and Other
International Instruments, Second Edition
Oxford, Hart Publishing, 2022

Cited in: ¶¶ 121, 129
- Scherer* **Scherer, Maxi**
Out in the open? Third-party funding in arbitration
In: CDR News (26 July 2012)

Cited in: ¶ 72
- Schlechtriem/
Schwenzer* **Schlechtriem, Peter; Schwenzer, Ingeborg**
Commentary on the UN Convention on the International Sale of
Goods
(CISG)
In: Oxford, 4th Edition, 2016

Cited in: ¶¶ 81, 84, 93, 96, 98, 106, 117, 121, 123, 129, 132, 137
- Schwenzer* **Schwenzer, Ingeborg**
The Right To Avoid The Contract
In: Belgrade Law Review, Year LX, 2012, No. 3 (2012), pp.
207-215

Cited in: ¶¶ 81, 108, 124, 126

<i>Schwenzer/ Fountalakis/Dimsey</i>	Schwenzer, Ingeborg; Fountalakis, Christiana; Dimsey, Mariel International Sales Law A Guide to the CISG, 3rd Ed. Hart Publishing, 2019 Cited in: ¶¶ 81, 96, 111, 127
<i>Schwenzer/Munoz</i>	Schwenzer, Ingeborg; Munoz, Edgardo Duty to Renegotiate and Contract Adaptation in Case of Hardship In: Uniform Law Review, Vol. 24, No. 149 (2019), pp. 149-174 Cited in: ¶ 90
<i>Symeonides</i>	Symeonides, Symeon C. Choice of Law Oxford, 2016 Cited in: ¶ 7
<i>Lin/Lo/Lo</i>	Tsai-yu Lin; Mao-wei Lo; Jeffrey (Chieh) Lo The Problems of Using the Latest Institutional Arbitration Rules For Investment Treaty Disputes In: WTO Chairs Programme (December 2022) Cited in: ¶ 30
<i>Tevendale/Ambrose/ Naish</i>	Tevendale, Craig; Ambrose, Hannah; Naish, Vanessa Multi-Tier Dispute Resolution Clauses and Arbitration In: Turkish Commercial Law Review 1, No. 1 (February 2015), pp. 31-40 Cited in: ¶ 26

*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: ¶¶ 42, 60, 66, 77

*UNCITRAL Digest***United Nations Commission on International Trade Law**

UNCITRAL Digest of case law on the United Nations Convention on the International Sale of Goods, 8 June 2004

Cited in: ¶¶ 15, 132

*Zeller I***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. 629-644

Cited in: ¶ 8

*Zeller II***Zeller, Bruno**

Article 79 Revisited

Vindobona Journal of International Commercial

Law and Arbitration, Vol. 14, No. 2 (2010), pp. 164-165

Cited in: ¶ 109

*Zeller III***Zeller, Bruno**

Mitigation of damages: Comparison between the provisions of the CISG (Art. 77) and the counterpart provisions of the Principles of European Contract Law (Art. 9:505)

In: 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, pp. 486-490

Cited in: ¶ 137

*Zoroska/Shterjova***Zoroska – Kamilovska, Tatjana; Shterjova, Tatjana**

The Features and Tendencies in Conducting Arbitration Proceedings.
The Challenges of Taking Evidence in International Commercial Arbitration

In: Romanian Arbitration Journal, Vol. 9, No. 1 (2015), pp. 15-27

Cited in: ¶ 58

*Zuppi in Kröll***Zuppi, Alberto**

Provisions Common to The Obligations

UN Convention on Contracts for the International Sale of Goods (CISG) 2nd ed.

C.H Beck Hart Nomos, 2018

Cited in: ¶¶ 15, 18

INDEX OF CASES AND AWARDS

BELGIUM

Scafom v. Lorraine Tubes
Tubes

Scafom v. Lorraine Tubes
CISG Case No 1963
Belgian Supreme Court
19 June 2009
Case Reference: C.07.0289.N

Cited in: ¶ 96

BULGARIA

Steel Rope Case

Steel Rope Case
Arbitration Court at the Bulgarian Chamber of Commerce and Industry
12 February 1998
Case Reference: 11/1996

Cited in: ¶ 84

CHINA

Canned Orange Case

China International Economic & Trade Arbitration Commission
(CIETAC)
30 November 1997
Case Reference: CISG/1997/33

Cited in: ¶ 127

Iron Ore Case

Iron Ore Case
China International Economic & Trade Arbitration Commission
(CIETAC)
25 May 2005
Case Reference: [CISG/2004/09]

Cited in: ¶ 98

L-Lysine Case

L-Lysine Case
China International Economic & Trade Arbitration Commission
(CIETAC)
05 March 2005

Cited in: ¶ 95

Peanut Kernel Case

Peanut kernel case
China International Economic & Trade Arbitration Commission
[CIETAC]
June 1999

Cited in: ¶ 137

Vitamin C Case

Vitamin C Case
China International Economic & Trade Arbitration Commission
[CIETAC]
18 August 1997

Cited in: ¶ 127

FRANCE*Brassiere Cups Case*

Brassiere Cups Case
Court of Appeal Rennes
27 May 2008
Case Reference: R.G. 07/03098

Cited in: ¶ 130

GERMANY*Beer Case I*

Beer Case I
Court of Appeal Brandenburg, 6th panel for civil matters
05 February 2013
Case Reference: 6 U 5/12

Cited in: ¶ 98

Coke Case I

Coke Case
Court of Appeal Munich
2 March 1994
Case Reference: 7 U 4419/93

Cited in: ¶ 124

Frozen Bacon Case

Frozen Bacon Case
Higher Regional Court of Hamm
22 September 1992
Case Reference: 19U 97/91

Cited in: ¶¶ 130, 137

Furniture Case

Furniture case IV
District Court Munich I
6 April 2000
Case Reference: 12 HKO 4174/99

Cited in: ¶ 147

Milk Powder Case

Milk Powder Case
German Supreme Court, 8th panel for civil matters
09 January 2002
Case Reference: VIII ZR 304/00

Cited in: ¶ 98

*Iron Molybdenum
Case*

Iron Molybdenum Case
CISG Case No 261
Provincial Court of Appeal Hamburg
28 February 1997
Case Reference: 1 U 167/95

Cited in: ¶ 84

Portuguese Cloth Case

Portuguese Cloth Case
Court of Appeal Bamberg
13 January 1999
Case Reference: 3 U 83/98

Cited in: ¶ 127, 133

<i>Spanish Orange Juice Case</i>	Spanish Orange Juice Case Court of Appeal Düsseldorf 9 July 2010 Case Reference: I-17 U 132/08 Cited in: ¶ 123
<i>Vine Wax Case</i>	Vine Wax Case German Supreme Court, 8th panel for civil matters 24 March 1999 Case Reference: VIII ZR 121/98 Cited in: ¶ 90
HUNGARY	
<i>Yugoslav Caviar Case</i>	<i>Yugoslav Caviar Case</i> Arbitration Court attached to the Hungarian Chamber of Commerce and Industry Arbitral Award 10 December 1996 Case Reference: VB/96074 Cited in: ¶ 84
ICC	
<i>Metal Concentrate Case</i>	Metal Concentrate Case ICC Court of Arbitration Arbitral Award 1996 Case Reference: 8574 Cited in: ¶ 127

ICSID

- Ambiente v. Argentine* Ambiente Ufficio S.P.A. and Others and The Argentine Republic
(Case formerly known as GIORDANO ALPI AND OTHERS)
International Centre For Settlement Of Investment Disputes
Decision on Jurisdiction and Admissibility
8 February 2013
Case Reference: ICSID Case No. ARB/08/9

Cited in: ¶ 60
- Muhammed Çap v. Turkmenistan* Muhammed Çap & Sehil İnşaat Endustri ve Ticaret Ltd. Sti. v. Turkmenistan
International Centre For Settlement Of Investment Disputes
Procedural Order No. 3
12 June 2015
Case Reference: ICSID Case No. ARB/12/6

Cited in: ¶¶ 51, 75
- RSM v. Saint Lucia* RSM Production Corporation and Saint Lucia
International Centre For Settlement Of Investment Disputes
Decision on Saint Lucia's Request for Security for Costs
13 August 2014
Case Reference: ICSID Case No. ARB/12/10

Cited in: ¶ 63

INDIA

*Parishudh Machines
v. Union of India*

Union of India v. M/S Parishudh Machines Pvt. Ltd
Judgement of the Delhi High Court
11 July 2023
Case Reference: 2023/DHC/4651

Cited in: ¶ 50

Transpole v. SBS

Transpole Logistics Pvt Ltd v. Sbs Holdings, Inc. and Respondent 2
Judgement of the Delhi High Court
29 May 2023
Case Reference: 2023/DHC/3830/DB

Cited in: ¶¶ 39, 77

ITALY

*Nuova Fucinati S.p.A.
v. Fondmetall
International A.B.*

Nuova Fucinati S.p.A. v. Fondmetall International A.B
District Court Monza
14 January 1993
Case Reference: 4267/88

Cited in: ¶ 98

PCA

*Tennant v. Canada,
Motion for Costs*

Tennant Energy, LLC and Government of Canada
Permanent Court of Arbitration
Motion for Security for Costs and Disclosure of Third-Party Funding
27 February 2020
Case Reference: PCA Case No. 2018-54

Cited in: ¶¶ 44, 76

<i>Tennant v. Canada, PO4</i>	Tennant Energy, LLC and Government of Canada Permanent Court of Arbitration Procedural Order No. 4 27 February 2020 Case Reference: PCA Case No. 2018-54 Cited in: ¶¶ 44, 52
<i>Tennant v. Canada, Submission for Costs and Disclosure</i>	Tennant Energy, LLC and Government of Canada Permanent Court of Arbitration Submission on Legal Authority Regarding Canada’s Motion for Security for Costs and Disclosure of Third-Party Funding 17 February 2020 Case Reference: PCA Case No. 2018-54 Cited in: ¶¶ 44, 62, 66
RUSSIA	
<i>Butter Case</i>	Butter Case Tribunal of Int’l Commercial Arbitration at the Russian Federation Chamber of Commerce 22 January 1997 Case Reference: 155/1996 Cited in: ¶ 107
<i>Case 474</i>	Buyer v. Seller Tribunal of Int’l Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry 24 January 2000 Case Reference: 54/1999 Cited in: ¶ 137

<i>Metallic sodium case</i>	Metallic sodium case Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry (MKAC) 16 March 1995 Case Reference: 155/1994 Cited in: ¶ 98
<i>Russian-U.S. Sales Contract Case I</i>	Russian-U.S. Sales Contract Case I Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry (MKAC) 24 January 2000 Case Reference: 54/1999 Cited in: ¶ 127
SIAC	
<i>Speers and Johnson v. MakeMyTrip</i>	Blair James Speers and Graham Paul Johnson v. Makemytrip Limited And Hotel Travel Limited Singapore International Arbitration Centre Final Award, 09 June 2020 Case Reference: SIAC Case No. ARB169/16/AB Cited in: ¶ 67

SINGAPORE

*AnAn Group v. VTB
Bank*

AnAn Group v. VTB Bank
Judgement of the Court of Appeal of Singapore
29 November 2021
Case Reference: [2021] SGCA 112

Cited in: ¶ 50

AQZ v. ARA

AQZ v. ARA
The High Court of Singapore
13 February 2015
Case Reference:[2015] SGHC 49

Cited in: ¶ 29

*Chan Chi Cheong v.
Chan Yun Cheong*

Chan Chi Cheong (Trustee of the Will of the Testator)
And Chan Yun Cheong (Trustee of the Will of the Testator)
Judgement of the High Court of the Republic of Singapore
4 March 2020
Case Reference: [2020] SGHC 43

Cited in: ¶ 51

*Jurong v. Black &
Veatch*

Jurong Engineering Ltd V. Black & Veatch Singapore Pte Ltd.
The High Court of Singapore
26 November 2003
Case Reference: [2003] SGHC 292

Cited in: ¶ 23

<i>Standard Chartered Bank Ltd v. Construction Professional Resources Pte Ltd</i>	Standard Chartered Bank (Singapore) Ltd v. Construction Professional Resources Pte Ltd
<i>Roberto and Others v. Oversea-Chinese Banking Corp Ltd</i>	Grounds of Decision in the High Court of the Republic of Singapore Case Reference: [2019] SGhc 168 Cited in: ¶ 50 Roberto Building Material Pte Ltd and Others v Oversea Chinese Banking Corp Ltd and Another Judgement of the Court of Appeal of Singapore 16 May 2003 Case Reference: [2003] SCGA 21 Cited in: ¶ 51
SPAIN	
<i>Guillem Export, S.L. v. Frischaff Produktions GMBH</i>	Guillem Export, S.L. v. Frischaff Produktions GMBH Provincial Court of Valencia, 8th Section 31 March 2005 Cited in: ¶ 124
<i>Internationale Jute Maatschappij BV v. Marin Palomares SL</i>	Internationale Jute Maatschappij BV v. Marin Palomares SL Tribunal Supremo, First Division 28 January 2000 Case Reference: 31/200 Cited in: ¶ 117

SWITZERLAND*Converters Case*

Converters Case
Commercial Court Canton Aargau, 1st Chamber
10 March 2010
Case Reference: HOR.2008.42/rl/tv

Cited in: ¶ 96

UKRAINE*Corn Case*

Corn Case
International Commercial Arbitration Court at the Ukrainian Chamber of
Commerce and Industry (ICAC)
23 January 2012
Case Reference: 218y/2011

Cited in: ¶ 84

USA*Admart v. Stephen &
Mary*

Admart AG; Heller Werkstatt Gesmbh;
Andre Heller; Stefan Seigner V.
Stephen And Mary Birch Foundation, INC.
Appeal From the United States District Court for The District of
Delaware
8 August 2006
Case Reference: 95-cv-00410

Cited in: ¶ 34

<i>Hilaturas Miel, S.L. v. Republic of Iraq</i>	Hilaturas Miel, S.L. v. Republic of Iraq U.S. District Court for the Southern District of New York 20 August 2008 Case Reference: 06 Civ 12 Cited in: ¶ 84
<i>Macromex Srl. V. Globex International Inc.</i>	Macromex Srl. V. Globex International Inc. CISG Case No 1645 American Arbitration Association – International Centre for Dispute Resolution (ICDR) 23 October 2007 Case Reference: 50181T 0036406 Cited in: ¶ 96
<i>MCC v. Marble</i>	MCC-Marble Ceramic Center, Inc. V. Ceramica Nuova D’agostino S.P.A. U.S. Court Of Appeals (11th Circuit) 29 June 1998 Cited in: ¶ 11
<i>Oriental v. Rosseel</i>	Oriental Commercial And Shipping Co., Ltd., Oriental Commercial And Shipping Co. (U.K.), And Abdul Hamed Bokhari V. Rosseel, N.V. U.S. District Court, S.D. New York 19 December 1988 Cited in: ¶ 34

<i>Raw Materials Inc. v. Manfred Forberich GmbH & Co. KG</i>	Raw Materials Inc. v. Manfred Forberich GmbH & Co. KG U.S. District Court for the Northern District of Illinois 06 July 2004 Case Reference: 1:03-cv-01154 Cited in: ¶ 96
<i>Sunrise Foods Int'l, Inc. v. Ryan Hinton Inc.</i>	Sunrise Foods Int'l, Inc. v. Ryan Hinton Inc. U.S. District Court for the District of Idaho 08 August 2019 Case Reference: 1:17-CV-00457-CWD Cited in: ¶ 247
<i>Telenor v. Storm</i>	Telenor Mobile Communications AS v. Storm LLC U.S. District Court for the Southern District of New York Final Award 6 March 2009 Case Reference: 07-4975 Cited in: ¶ 34
<i>Tricon v. Vinmar</i>	Tricon Enegy Ltd. V. Vinmar International Ltd. American Arbitration Association 29 November 2010 Cited in: ¶ 34
<i>Yavuz v. Kamal</i>	Orhan Yavuz v. MM, LTD, Adi Kamel Mohamed (Kamal Adi) and FPM S.A., FPM Finastate Projects Management S.A., a Swiss Corporation The United States District Court For The Northern District Of Oklahoma August 13, 2009 Cited in: ¶ 7