

## Correction and Clarifications

1. Correction: in page 7 of the Problem, article 4 of the long-term contract, DPU (INCOTERMS 2000) should be corrected to DPU (INCOTERMS **2020**).
2. In preparing their arguments, teams are not expected to engage with matters such as the enforceability of arbitral awards, the ratification status of international treaties beyond those mentioned, or the compatibility with domestic legal systems. Analysis should be confined solely to the facts and legal context provided within the moot problem.
3. Issues concerning the admissibility or legality of confidential internal emails and correspondence together with all the other exhibits do not arise in this case. All disclosed exhibits are deemed admissible and lawful.
4. The design and presentation of the exhibits appear to be intentional, with no further evidence or information disclosed to clarify their background. The submitted materials — including pricing details, potential conflicts of interest, email communications, neutrality concerns, procedural elements of arbitration, and hardship claims — may reflect a deliberate evidentiary structure, raising questions about their objectivity and probative value, with no more supportive evidence to either party. Please focus on the key information contained in the evidentiary materials and refrain from overinterpreting the facts.
5. The analysis of delivery should centre on the delivery date as specified in the question. Issues relating to the transfer of risk are not within the scope of discussion.
6. With respect to the two prior instances of price protection, no further information or details have been provided. Whether a Trade Usage has been established and whether a case of hardship can be substantiated are both critical issues that require thorough legal research, argumentation, and analysis by both parties.
7. Under certain circumstances, it is appropriate to refer to real-world international trade practices and relevant market data to support interpretation or assess reasonableness.
8. The remedy in issue II is procedural. It follows the determination of the challenge on arbitrator, which may or may not succeed. The parties are expected to demonstrate a thorough understanding of the relevant provisions in the SHIAC Arbitration Rules regarding arbitrator challenge.
9. The early determination or early dismissal is a procedural tool available under Article 39 of the SHIAC Arbitration Rules, which is drafted in a non-exhaustive fashion. To further understand the function of early determination as a procedural tool, the Parties may refer to open resources for international arbitration practices of rules on early dismissal, including the recently published SHIAC Guidelines on the Use of Early Determination to Improve Efficiency <sup>1</sup> (for Trial

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<sup>1</sup> [shiac.org/pc/SHIAC?moduleCode=guidelines&securityId=mczc2dncaYm8ItB86M\\_JqQ](https://shiac.org/pc/SHIAC?moduleCode=guidelines&securityId=mczc2dncaYm8ItB86M_JqQ)

Implementation). The parties are expected to frame and argue for or against the conditions for early determination.

10. Regarding the long-term contract, the focus should be placed on the contractual terms already established in 2016, including provisions on pricing and dispute resolution.