



منافسة التحكيم التجاري الدولية
SCCA Int. Arabic Moot

The Problem



Version (1)

1st September 2024



#	Table of Content	Pg.
1	(Cover Letter to SCCA)	3
2	Request for Arbitration (RFA)	4
3	Claimant Exhibit 1	17
4	Claimant Exhibit 2	18
5	Claimant Exhibit 3	24
6	Claimant Exhibit 4	26
7	Claimant Exhibit 5	27
8	Claimant Exhibit 6	29
9	Claimant Exhibit 7	31
10	SCCA Notice of Commencement of Arbitration	32
11	Answer to RFA	33
12	Respondent Exhibit 1	44
13	Respondent Exhibit 2	47
14	Respondent Exhibit 3	48
15	Respondent Exhibit 4	50
16	Appointment of C. Arbitrator	52
17	Appointment of R. Arbitrator	55
18	Appointment of the Chair	58
19	Procedural Order 1	64



Saudi Center for Commercial Arbitration
8th Floor, 7982 King Fahd Branch Road - Almutamarat
Postal code: 12711-4183
Riyadh, Saudi Arabia
Telephone: +966 920003625

25 August 2024

Dear Mr. Mohammed Al-Yousif

On behalf of my client, Jaw Airport Services (Public Shareholding Company), we are requesting arbitration under Article 5 of the Saudi Center for Commercial Arbitration 2023 Arbitration Rules. Enclosed with this letter is a copy of the power of attorney from Jaw to represent the company in arbitration proceedings. A copy of the request for arbitration has been sent to SCCA and to the Respondent, and the required registration fees have been paid.

Sincerely,

Lawyer Muneera al-Mubarak

Date: 25 August 2024

cc:

Air Official Limited

Enclosures:

- Request for Arbitration with its annexes
- Power of attorney (not attached)
- Proof that RFA was sent to the Respondent – expedited delivery (not attached)
- Copy of receipt for payment of registration fees (not attached)



DIWAN & PARTNERS

ATTORNEY & LAW FIRM

Request for Arbitration

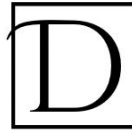
(Under Article 5 of the 2023 Arbitration Rules of the Saudi Center for Commercial Arbitration)

Jaw Airport Services (Public Shareholding Company)
“Claimant”

v.

Air Official Limited
“Respondent”



**DIWAN & PARTNERS**

ATTORNEY & LAW FIRM

Introduction

1. Whereas Jaw Airport Services (Public Shareholding Company) (“**Claimant**”), a company specializing in providing airport management services, contracted with Air Official Limited (“**Respondent**”) to supply bottled drinking water and disposable eating utensils to travelers, but the latter breached the agreement as will be recounted below, as it was delinquent in supplying shipments on time according to the dates agreed in the contract. It also supplied shipments made of materials that did not conform to the standard terms and conditions, sustainable development standards, or international standards. Jaw Airport Services contacted representatives of Air Official Limited to resolve the dispute amicably, but it was intransigent and rejected all attempts at an amicable resolution. Therefore, the Claimant had no other option except to file a request for arbitration in accordance with Article 5 of the Saudi Center for Commercial Arbitration rules that took effect on 1 May 2023.
2. The Request for Arbitration to a compensation claim against Air Official under Clause 6 of the contract between the parties, as Jaw suffered significant losses as a result of Air Official’s breach of its agreed obligations, impacting Jaw’s operations.
3. **The request for arbitration is divided into seven sections as follows:**
 - I. Names of the Parties and Their Representatives
 - II. Facts of the Dispute
 - III. The Arbitration Agreement



DIWAN & PARTNERS

ATTORNEY & LAW FIRM

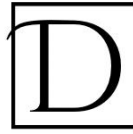
IV. Applicable Law

V. Procedural Matters

VI. Formation of the Arbitral Tribunal

VII. Claimant's Requests



**DIWAN & PARTNERS**

ATTORNEY & LAW FIRM

I. Names of the Parties and Their Representatives:

Claimant: Jaw Airport Services (Public Shareholding Company)	Respondent: Air Official Limited
<u>Claimant's representative:</u> Nader Qasim - CEO Address: Building 223, Al-Ahly Street, P.O. Box 76606, Al-Wadi City, Desert Kingdom Telephone: 0076744221 / Email: naderCEO@Jaw.com	<u>Respondent's representative:</u> Lillian Suhail - General Manager Address: Building 59, Al-Mutanabbi Street, P.O. Box 8221, Peace City, Republic of the Alps Telephone: 007083366222 / Email: GM@ao.com info@ao.com
<u>Claimant's legal representative:</u> Diwan and Partners, pursuant to the power of attorney attached to the request for arbitration Address: Building 666, 40th Floor, Al-Wadi Street, P.O. Box 376, Al-Wadi City, Desert Kingdom, Telephone: 003224494211 / Email: m.almubarak@Diwan.com	



DIWAN & PARTNERS

ATTORNEY & LAW FIRM

II. Facts of the Dispute

أ - Facts of the Dispute:

1. Incorporated in 1990, Jaw Airport Services (Public Shareholding Company) (“**Jaw,**” “**Claimant**”), has had an outstanding reputation in the airport services sector for more than three decades. Intent on excellence in compliance with international standards, it has sought membership in international organizations and has played a pivotal role in establishing Desert Kingdom as a leader in the aviation services sector through international recognition and accreditation. The Company is a trusted name in the world of aviation services and is accredited by the International Air Transport Association. This has had the effect of encouraging international carriers to route their flights through Desert Kingdom’s international airport. It is the company responsible for the management and operation of Al-Salam International Airport, the largest and most important airport in Desert Kingdom, under the leadership of a professional management team. Al-Salam International Airport has earned an outstanding global ranking four years in a row as a result of Jaw’s commitment to the highest quality and safety standards.
2. Air Official Limited (“**Respondent**”) was incorporated in 2017 as a small company specializing in supplying products needed by airlines and airports, such as eating utensils, bottled drinking water, towels, and several other disposable products. It has worked with a limited number of airport services companies around the world. It provides many types of plastic products and other environmentally friendly products.

**DIWAN & PARTNERS**

ATTORNEY & LAW FIRM

3. The two parties met in March 2019 as part of the International Aviation Exhibition held in Desert Kingdom, which was attended by major airlines, airport operators, cargo and handling companies, and airport passenger hospitality providers. Mr. Nader Qasim, the Claimant's CEO, met with Ms. Lillian Suhail, the Respondent's General Manager, to discuss potential collaboration. This was the Respondent's first time participating in the aviation exhibition, which allowed it to display many airport products such as inflight meal trolleys, trays, dishes, cups, towels, and bottled drinking water meeting the highest quality standards at competitive prices.
4. During the meeting, Mr. Nader Qasim and Ms. Lillian Suhail talked about the needs of Al-Salam International Airport and the Claimant's vision for developing the airport and making it attractive to major airlines. Mr. Nader Qasim stressed the importance of maintaining the airport's high global ranking and compatibility with International Flight Organization requirements. For her part, Ms. Lillian Suhail gave detailed presentations on the Respondent's products and confirmed the company's commitment to quality standards. She said the company takes care to continuously monitor production in accordance with international requirements and standards and to improve the percentage of environmentally friendly materials. She emphasized following all instructions and updates issued by the International Flight Organization. Based on the initial understanding, the parties signed a memorandum of understanding.

**DIWAN & PARTNERS**

ATTORNEY & LAW FIRM

5. On 1 May 2019, the parties signed a contract for the supply of 15 million bottles of bottled drinking water and 10 million various eating utensils for passengers. Due to growing need, the contract between the parties was renewed in 2021, increasing the quantity of products required and ensuring continued supply with a regular system consistent with the growing demand. With the continued growth and significant increase in the number of travelers transiting through Al-Salam International Airport, there was a need to provide larger quantities of products, and the contract was renewed again in 2023 with an increase in the number of products.
6. By the end of 2023, however, as the situation worsened and reports increased on the environmental harm of products consumed in flight, international organizations began to take serious steps on the necessity for airlines to adhere to international sustainability plans, as stated in the instructions of the United Nations environment and sustainability committee. This prompted the international aviation regulatory authority to inform all airport services companies that they must take serious steps to replace environmentally harmful products with environmentally friendly products, reduce the consumption of non-recyclable plastic products completely, and send reports explaining all steps taken to achieve carbon neutrality. The guide which with all companies must comply was also issued (**Claimant Exhibit 1**). It later clarified that a number of airports will not serve the aircraft of airlines that do not meet sustainability standards. Jaw conducted a study on the environmentally friendly products on the market, and it modified its products and supply conditions to achieve this sustainability. These were published on its website

**DIWAN & PARTNERS**

ATTORNEY & LAW FIRM

and announced in the newspapers as part of a major publicity campaign to spread awareness and maintain the airport's international ranking.

7. On 2 February 2024, during the grand ceremony held at Al-Salam International Airport to mark the renewal of the contract with the Respondent (**Claimant Exhibit 2**), the Court invited representatives of international aviation organizations. Claimant CEO Mr. Nader Qasim gave a speech in which he clearly emphasized the new understandings between the two companies and Jaw's adoption of sustainability standards in accordance with International Flight Organization recommendations (**Claimant Exhibit 3**). Respondent General Manager Ms. Lillian Suhail gave a presentation on the upcoming solutions and changes that the company would provide in the new phase. She confirmed the Respondent's commitment to supply products that conform to the highest quality and safety standards, with a focus on expanding the range of environmentally friendly products. The Claimant also added some new items to the previous contract, such as the inspection of products in the first batch supplied before the continuing of supply, to ensure that the products conform to the highest quality and sustainability standards, and approval of the products before more are received, provided that the first shipment would be sent 14 days after the date of signing the contract (**Claimant Exhibit 4**).
8. On 7 March 2024, the Claimant was surprised by an email sent by the Respondent, which is experienced in the shipping business, stating that it would ship the goods by standard shipping rather than express shipping. This would inevitably cause the shipment to be delayed past the agreed date, which would result in the Claimant being unable to cover all the needs at Al-Salam Airport (**Claimant Exhibit 5**).

**DIWAN & PARTNERS**

ATTORNEY & LAW FIRM

9. On 17 March 2024, the first shipment arrived in accordance with the new agreement between the parties. It included bottled drinking water and eating utensils, which were sent to the laboratory to be tested and checked for conformity with the environmental sustainability standards. The second batch was to be sent 4 weeks later. After 5 days, the laboratory results came back negative for all the products, forcing the Claimant to stop future shipments of non-conforming products until the cause of the problem and a solution could be found. The Claimant immediately contacted the Respondent to urge it to send products compliant with the sustainability standards (Claimant Exhibit 6) as announced at the contract signing ceremony and as announced by the International Flight Organization. Updated standards for products that complaint with the sustainable development standards have been posted on the company's website (Claimant Exhibit 7), but the Respondent unfortunately refused to admit its fault and refused to respond, causing the Claimant significant financial losses.

10. On 25 August 2024, the Claimant sent the notice of recourse to arbitration to the Respondent in accordance with Clause 10 of the contract concluded between the parties on 2 February 2024. The Claimant included pile of 2865 documents supporting its position.

**DIWAN & PARTNERS**

ATTORNEY & LAW FIRM

III. The Arbitration Agreement

11. The Claimant refers this dispute to arbitration on the basis of an arbitration agreement under Clause 10 of the contract concluded with the Respondent, which states as follows:

10.1. *“The Parties agree that the court of the Republic of the Alps have jurisdiction to resolve any dispute, disagreement, or claim arising out of or relating to this contract or because of the breach, termination, or invalidity thereof. First Party alone has the right to decide to resort to arbitration in accordance with the Arbitration Rules of the Saudi Center for Commercial Arbitration (“SCCA”).*

10.2. *Second Party has the right to register an arbitration counterclaim only if First Party decides to resort to arbitration.*

10.3. *The arbitral tribunal will be composed of three arbitrators. Each of the Parties will nominate an arbitrator, and the two arbitrators shall agree on the selection of the third arbitrator (the chair of the arbitral tribunal).*

10.4. *The language of the arbitration will be Arabic, and all documents will be submitted in Arabic and English.*

10.5. *The place of arbitration will be Sea City, Union State.”*

**DIWAN & PARTNERS**

ATTORNEY & LAW FIRM

12. As the arbitration clause granted the Claimant the right to resort to litigation or arbitration, the Claimant decided to initiate arbitration proceedings to resolve this dispute.

IV. Applicable Law

13. Pursuant to Clause 9 of the contract, the law applicable to the subject matter of the dispute is the United Nations Convention on Contracts for the International Sale of Goods (CISG). If the matter is outside the scope of CISG, the UNIDROIT Principles of International Commercial Contracts (2016 version) are the proper reference.

V. Procedural Matters**A. Place of arbitration and law applicable to arbitration proceedings**

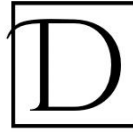
14. As stated in Article 10.5 of the contract, Sea City in the Union State is the place of arbitration, and the law applicable to the arbitration proceedings is the Union State arbitration law, which adopted, in full, the 1985 UNCITRAL Model Law on International Commercial Arbitration and the amendments approved in 2006.

B. Arbitration rules

15. The aforementioned arbitration agreement states that the applicable arbitration rules are the arbitration rules issued by the Saudi Center for Commercial Arbitration that took effect on 1 May 2023.

C. Language of arbitration

16. The language of arbitration is Arabic, as stipulated in the arbitration agreement.

**DIWAN & PARTNERS**

ATTORNEY & LAW FIRM

D. The use of Artificial Intelligence (AI)

17. The Claimant states that its legal team will utilize an AI program to process and analyze data and evidence (“Hagen AI”) in accordance with arbitration best practices in order to expedite resolving disputes and claims that are based on big data. The Claimant encourages parties to utilize such programs.

VI. Formation of the Arbitral Tribunal

18. Under Clause 10 of the contract, the Parties agreed the arbitral tribunal will be composed of three arbitrators. Each of the Parties will nominate an arbitrator, and the two arbitrators will agree on the selection of the third arbitrator (the chair of the arbitral tribunal). The Claimant nominates as its arbitrator in these arbitration proceedings Mr. Jehad Nouraddin, Expert Office for Legal Consultancy, address: 57 al-Turath Street, Desert Kingdom. Telephone: 009603988789 / Email: J.Nouraddin@outbook.com

VII. Claimant’s Requests

19. The Claimant petitions the arbitral tribunal to issue its award as follows:
1. Accept this arbitration case in form.
 2. Mandate the Respondent to compensate the Claimant in the amount of \$1,200,000 (one million, two hundred thousand dollars) as a result of its breach of its obligations

**DIWAN & PARTNERS**

ATTORNEY & LAW FIRM

to ship the goods for 30 days according to the agreed schedule, based on Clause 6 of the contract.

3. Mandate the Respondent to deliver replacement goods to the Claimant pursuant to Clause 7 and Article 46 of the United Nations Convention on Contracts for the International Sale of Goods because the goods do not conform to the agreed terms of the contract, which constitutes a fundamental breach of the contract and its terms.
4. Mandate the Respondent to pay \$2 million in compensation as a result of its failure to ship goods with specifications compliant with the sustainable development standards detailed in the model standard conditions easily accessible on the website known to the Respondent.
5. Mandate the Respondent to pay half the arbitration costs, including the arbitral tribunal's fees and expenses, translation and technical expertise costs of the documents, and the cost of preparing reports using artificial intelligence applications to analyze the most accurate and best big data on the number of trips and travelers, in addition to lawyers' fees of lawyers based on Article 10 of the contract.
6. The Claimant retains its right to amend its pleas and/or requests during later hearings.

Attorney for the Claimant

Lawyer Muneera al-Mubarak

Date: 25 August 2024

Claimant Exhibit (1)

Sustainability: The World's Only Option

In light of the growing environmental danger that airlines pose due to their excessive use of plastics, and as all countries of the world must reduce emissions, Net Zero Co2 Emissions by 2050, the International Flight Organization conducted a study on the hazards of using plastics in airports and aircraft to improve environmental sustainability and reduce single-use plastic waste.



It is imperative that all airports and airlines start awareness campaigns about the hazards of single-use plastics and try to find sustainable alternatives.

This report is a reference for airlines and airport services companies. We aim to provide them with best practices and steps that can be taken to reduce airport pollution around the world by developing crisis and governance strategies through short- or long-term planning and measuring and tracking the impact of these initiatives to reduce the use of environmentally harmful materials and transition to using products that achieve environmental conservation objectives. Therefore, the International Flight Organization has decided that as of the beginning of next year, all airlines and airport service providers must switch to eating utensils and containers made from sustainable, environmentally friendly materials. These materials include:

- Biodegradable utensils: Eating utensils made from biodegradable materials such as plant fibers and starches
- Paper containers: Use food containers made from recycled or biodegradable paper that significantly reduces environmental impact.
- Reusable alternatives by encouraging the use of reusable utensils and containers, reducing waste and enhance sustainability
- Encourage travelers to help reduce flying-related waste and transition to environmentally friendly alternatives.

With this new guide, the International Flight Organization aims to reduce waste and support the green economy by stimulating innovation in the materials used by airlines, improving the public image of airlines, and support their contributions to environmental protection. IFO stresses the need for companies to commit to using sustainable materials on aircraft in order to avoid any penalties that may be imposed on them for such violations, including the fines, a reduction in non-compliant companies' flights, and bans on such companies at certain airports....

REPORT RELEASED BY THE INTERNATIONAL FLIGHT ORGANIZATION ON 1 NOVEMBER 2023.

Claimant Exhibit (2)



Contract to Supply Goods

On Thursday, 2/2/2024, this contract was concluded between:

1. **Jaw Airport Services - Public Shareholding Company.** Address: Building 223, Al-Ahly Street, P.O. Box 76606, Al-Wadi City, Desert Kingdom. Telephone: 2214400767. Email: info@jaw.com. Registered with the Commercial Register under No. 2368-1. Represented for the purposes of this contract by Chief Executive Officer Mr. Nader Qasim (referred to as First Party).
 2. **Air Official Limited Company.** Address: Building 59, Al-Mutanabbi Street, P.O. Box 8221, Peace City, Republic of the Alps. Telephone: 007083366222. Email: info@ao.com. Registered with the Commercial Register under No. 12900. Represented for the purposes of this contract by General Manager Lillian Suhail (referred to as Second Party).
- (Collectively referred to as “the Parties”)

Preamble

This contract is a renewal of the original contract concluded between the Parties on 1 May 2019 and subsequent contracts concluded in 2021 and 2023 to supply bottled drinking water and eating utensils for travelers.

- First Party is the company responsible for the management and operation of Al-Salam International Airport, which has enjoyed an outstanding international ranking four years in a row.



- Second Party is a company specializing in supplying products to airlines for in-flight use. It was incorporated in 2017 and has worked with a number of international airport services companies.
- Therefore, the Parties have affirmed their legal capacity to contract, having come to an agreement to conclude a supply contract with the following terms and conditions:

Clause 1

The preceding preamble is an integral part of the contract and shall supplement and complement it where necessary.

Clause 2

The Parties agree that Second Party will supply 15 million cups of bottled drinking water and 10 million eating utensils for First Party's travelers as per the specifications in Annex A (does not exist).

Clause 3

The Parties agree that the total value of the contract is \$10,000,000 (ten million U.S. dollars), to be paid by bank transfers in the name of and for Second Party, as will be detailed in Annex B (does not exist).

Clause 4

The Parties agree that the agreed first batch of products will be supplied after 14 days of the date of signing the contract.



Clause 5

Second Party is liable for all insurance and shipping costs, which will be through a company agreed upon by the Parties. Second Party alone will bear loss and damage risks.

Clause 6

First Party has the right to claim compensation for damages it suffers as a result of Second Party's breach of its obligations under the contract. In the event that Second Party is delinquent in meeting the obligation to supply shipments by agreed deadlines, a sum of \$40,000 will be assessed for each day of delay in accordance with the Parties' agreement. (liquidated damages)

Clause 7

First Party will inspect the goods immediately upon arrival by sending samples for examination at the technical laboratory. First Party has the right to refuse to receive the goods if it is proven that they do not conform to the agreed specifications.

Clause 8

Second Party warrants any hidden defects in the products under contract for a period of 12 months from the date of delivery, provided that the products are free from defects in the materials used and the method of manufacture. Second Party is obligated to replace any product proven not to conform to the agreed specifications.



Clause 9

The Parties agree that the law applicable to this contract is the United Nations Convention on Contracts for the International Sale of Goods (CISG). If a matter is outside the scope of CISG, the UNIDROIT Principles of International Commercial Contracts (2016 version) are the proper reference.

Clause 10

10.1 The Parties agree that the courts of the Republic of the Alps have jurisdiction to resolve any dispute, disagreement, or claim arising out of or relating to this contract or because of the breach, termination, or invalidity thereof. First Party alone has the right to decide to resort to arbitration in accordance with the Arbitration Rules of the Saudi Center for Commercial Arbitration (“SCCA”).

10.2 Second Party has the right to register an arbitration counterclaim only if First Party decides to resort to arbitration.

10.3 The arbitral tribunal will be composed of three arbitrators. Each of the Parties will nominate an arbitrator, and the two arbitrators shall agree on the selection of the third arbitrator (the chair of the arbitral tribunal).

10.4 The language of the arbitration will be Arabic, and all documents will be submitted in Arabic and English.

10.5 The place of arbitration will be Sea City, Union State.



Clause 11

If either party to this agreement is unable to fulfill the obligations imposed on it under this agreement, or is late in doing so, or such fulfillment becomes impossible because of force majeure or an emergency, including, for example, fire, flood, storm, earthquake, epidemic, any act of God, or war, the party affected by such circumstances must immediately send a written letter to the other party informing it of the emergency and requesting the postponement of the implementation of the obligation until the emergency ends. In the event that the force majeure lasts more than 60 (sixty) days after the notification date, the other, unaffected party may terminate this agreement pursuant to a written notice. The following are not considered force majeure or an emergency: delayed fulfillment of contractual obligations due to the fault of either party to the contract or any third party, a shortage in the resources or materials under contract, inefficient operations, or any additional delivery and freight costs faced by Second Party, unless such deficiency is a direct result of force majeure.

Clause 12

Any of the parties has the right for early termination of the Contract with a 30 days advance notice in case any of the parties breaches its main obligations and does not correct the breaches within 20 days. The Second party has the right of immediate termination of the Contract in case the First party is late to pay due amounts for more than 45 days from the date of amount is due.



Clause 13

The parties commit to implement and interpret this contract based on the principles of good faith and fairness.

This contract has been executed in two copies in English language, with an original for each party for action as necessary. No amendment to the agreement may be made except with the written consent of both parties.

First Party

Jaw Airport Services (Public Shareholding Company)

Represented by: Nader Qasim

Second Party

Air Official Limited

Represented by: Lillian Suhail



Claimant Exhibit (3)**Written Testimony**

1. My name is Nader Qasim. I have been the CEO of Jaw Airport Services since 2010. I have a university degree in finance and more than 20 years of experience in airport management and logistics services.
2. In March 2019, during the International Aviation Exhibition held in Desert Kingdom, I met with the General Manager of Air Official, Ms. Lillian Suhail, as our company was seeking suppliers of high-quality products at competitive prices. For its part, Air Official was seeking to expand the scope of its business, and it presented us with attractive proposals to supply some of the products required to support airport services.
3. During negotiations, Air Official requested the inclusion of some amendments in the proposed contract, including a dispute resolution clause. These amendments included the addition of judicial jurisdiction clause to the courts of its country, and the request to add a clause for early termination.
4. After intensive internal discussions, specialists informed us that it was not possible to replace the dispute settlement clause as a whole, but for the sake of good-faith contracting and given our hope that the relationship would continue over the long term, some amendments were approved.
5. I communicated with Air Official representatives to explain that our company's policy requires the inclusion of the proposed dispute resolution clause in all of its contracts. Nevertheless, we waived the exclusive jurisdiction that has always been granted to the courts of Desert Kingdom, and it was agreed that this jurisdiction would be granted to the courts of the Republic of the Alps at their request. In addition, the early termination clause was approved for inclusion in the contract at their request. Thus, the dispute resolution clause was approved by both parties with all the amendments made.
6. During the early years of our cooperation with Air Official, we received the agreed products on time, and they were of a quality that corresponded to our expectations and needs. This successful collaboration led us to renew our contract with Air Official three

times in a row, as we saw them as a trusted partner who could be relied upon to meet our requirements on an ongoing basis.

7. At the end of 2023, as international pressure mounted around sustainability issues, our company decided to adopt new, stricter standards to ensure that all products used at Al-Salam International Airport are environmentally friendly. Accordingly, we incorporated these standards into new contracts. We also allocated a substantial budget to announce this strategy using all the advertising means available to us.
8. It is worth mentioning that Air Official provides sustainable products. In light of what was circulated in the media and the general context, as well as the information available on our website, we did not see a reason why sustainable products would not be supplied, especially given that our company's intention to move toward sustainability was clear. Nevertheless, after receiving the first shipment of products, we were surprised that they were not as environmentally friendly as expected.
9. Therefore, we contacted Air Official and asked for these products to be replaced with products compliant with the sustainable development standards adopted by our company. Air Official did not respond to our request, This forced us to take the next step of initiating arbitration proceedings to claim our rights and compensation for the damages we suffered as a result of Air Official's breach of its obligations.

I affirm that all of the above is true and accurate based on my own information and memory.

Nader Qasim
CEO of Jaw Airport Services
28 August 2024



Claimant Exhibit (4)



Sustainable Development in the Aviation Sector

Jaw Airport Services organized a huge ceremony at Al-Salam International Airport yesterday, inviting representatives of international aviation organizations and representatives of local and regional newspapers, television channels, and radio stations, to announce the launch of a new era for the company: the era of “green thinking,” the era of sustainable development!

Jaw CEO Mr. Nader Qasim gave a speech in which he stressed the company’s commitment to the International Flight Organization recommendations aimed at protecting the international aviation environment, specifically:

- Climate change and aviation emissions
- Aircraft noise
- Local air quality
- Reduction of in-flight waste

Mr. Qasim stressed that every step, no matter how small, will have a huge impact on our planet and our environment that will be inherited by future generations.

“Every step, no matter how small, will have a huge impact on our planet and our environment that will be inherited by future generations.”

The ceremony also included the signing of the fourth consecutive renewal of a contract between Jaw and Air Official, a company specializing in supplying products for airlines and airports.

Air Official General Manager Ms. Lillian Suhail gave a presentation on the range of products produced by Air Official, including eating utensils, bottled drinking water, towels, and several single-use products, including so-called plastic types and other new, environmentally friendly types. She stressed the quality of the products and their conformity to the highest safety standards, as well as her desire to keep pace with the evolution of environmentally friendly products. She specified that 75% of the company’s total sales are ordinary plastic products versus 25% environmentally friendly products, compared to 87% plastic products last year. This is a sign of the market’s consistent trend toward sustainable solutions

For more details, visit the Jaw Airport Services website at www.Jaw.com

**Claimant Exhibit (5)**

From: GM@ao.com

Date: 7 March 2024, 08:58 a.m.

To: naderCEO@Jaw.com

Subject: Notification of shipping process change

Dear Jaw Airport Services Company,

Greetings,

We regret to inform you that we have been unable to send the shipments according to the contract deadline due to an unusual increase in freight and insurance charges that makes it unfeasible to ship the goods by premium shipping through the company that was agreed upon. We will work hard, however, to send the shipments by standard shipping, which will delay the shipments for ten days. We thank you for your understanding and hope that the late delivery will not cause you any harm. We also lament the cyber attack on Al-Salam International Airport that led to the suspension of flights through Al-Salam International Airport during the delivery period. In addition, the company, fortunately, still has sufficient stock from previous shipments.

Thank you for your understanding and cooperation.

Lillian Suhail – General Manager

Air Official Limited



Date: 8 March 2024, 16:07 p.m.

To: GM@oa.com

Subject: RE: Notification of shipping process change

Dear Air Official Limited,

Greetings,

We were sorry to receive your email regarding the delay in the delivery of shipments according to the dates agreed in the contract. We reject any further addition to the delivery delay and stress the need to meet the agreed deadlines. We also stress that you are responsible for all shipping costs, including any additional freight and shipping costs. We would like to draw your attention to the fact that any delay in the delivery of the shipments will result in the activation of the contract clause on liquidated damages. We also do not accept your statement about the suspension of flights because of the cyber attack on Al-Salam Airport or the existence of surplus inventory that could justify your delinquency in shipping goods. You should be aware that the crowding of travelers at the airport and the chaos resulting from flights delay have intensified our need for these products. Therefore, we stress your obligation to deliver the shipments by the deadline specified in the contract. In the event of non-compliance, you will be requested to make necessary compensation as stipulated in the contract.

Sincerely,

Nader Qasim - CEO

Jaw Airport Services Company



**Claimant Exhibit (6)**

22 March 2024

Air Official Limited
Al-Mutanabbi Street - Peace City
Republic of the Alps
Email: GM@ao.com info@ao.com

Send by first-class mail with acknowledgment of receipt and email

Re: Technical inspection result for the shipment of bottled drinking water

We are sending you this letter regarding the first shipment of bottled drinking water and disposable eating utensils sent in accordance with our contract of 2 February 2024. After a long wait and delay, we received the shipment. We sent it to the laboratory to be checked as agreed in the contract to ensure it conforms to the environmental sustainability standards announced by international aviation organizations and published on the company's website, as was clearly announced during the contract signing ceremony. Unfortunately, the results were negative: The samples were made of 100% plastic that is not biodegradable or reusable!

Therefore, in accordance with our commitments before international organizations, we request that you immediately stop all further shipments that do not comply with internationally recognized sustainable development standards. We urge you to send new products compliant with the announced environmental sustainability standards. You are clearly aware of these standards, which were emphasized in a manner not allowing for ambiguity or error.

We ask you to:

1. Replace all products in the first shipment with new products compliant with the announced environmental sustainability standards.
2. Stop the shipment of any new products until it is verified that they conform to the agreed specifications.
3. Compensate us for our financial losses as a result of the delinquent delivery of non-conforming products.

We hope you will take your contractual obligations seriously and address this error as a matter of urgency.

Sincerely,

Nadir Qasim

Chief Executive

Jaw Airport Services Company




Claimant Exhibit (7)

Screenshot of Jaw Airport Services website

CONTACT US

Home | About the Company | Services | Divisions | News



About Us

Company News

<p style="text-align: center;">Al-Salam Airport By the Numbers</p> <ul style="list-style-type: none"> 18 million in-flight meals annually 16 million travelers 200 tons of shipments 20 million pieces of luggage Development of aircraft maintenance unit 	<p style="text-align: center;"><u>Sustainability is Life!</u></p> <ul style="list-style-type: none"> Carrying out the International Flight Organization’s instructions for airlines and sustainability standards, a contract has been signed to supply all products ... 	<p style="text-align: center;">Standard Terms & Conditions</p>
--	---	--

Sustainable Procurement

- The Company is committed to contracting with suppliers who provide products compliant with sustainable development standards and give preference to suppliers with internationally recognized certifications as suppliers of environmentally friendly products.

Environmental Governance

- Jaw affirms its adherence to all environmental laws, international organization statements, and environmental decisions issued by countries connected with its operational activities.

Environmental Awareness

- Jaw is committed to organizing ongoing employee training programs aimed at raising awareness of sustainable development and improving individual behavior and practices related to the environment.

Preserving Biological Diversity

- Jaw affirms its support for protecting ecosystems and preserving forestation and biological diversity at the Company’s headquarters and workites.


Transparency and Disclosure

- Jaw commits to preparing and presenting reports explaining all the steps and initiatives the Company undertakes and the sustainability results achieved. These reports will be presented to shareholders and the public.

Establishing a Sustainable Development Committee in the Company

- This committee will institute plans to enhance sustainable development at the Company, monitor their implementation, audit all processes relevant to the implementation of these plans, and present regular reports to the Company’s senior management and shareholders.

Knowledge Partners | الشركاء المعرفيون



31

Commencement of Arbitration Letter

Case No.: SCCA-ARB-98212

Claimant: Jaw Airport Services (Public Shareholding Company)

Respondent: Air Official Limited

Date: 30 August 2024

To: Nader Qasim, CEO of Jaw Airport Services

Peace be upon you and God's mercy and blessings

The Saudi Center for Commercial Arbitration has received a Request for Arbitration dated 25 August 2024. The RFA concerns a dispute between the above-named Parties and is based on an arbitration clause. Advance copies of the RFA were sent to the Respondent, and the arbitration proceedings are considered to have commenced on the day on which SCCA received the registration fees which was received on 25 August 2024 (Amount of 5000 Saudi Riyals).

The above-named Parties are receiving this letter based on the information that SCCA has obtained from the Claimant. If you have received this letter and are not the principal or a representative of any party to this dispute, please contact SCCA immediately.

Case Consultant Mr. Mohammed al-Yousif will conduct all case administration. He may be contacted by email at M.alyousif@sadr.org. From this point forward, please communicate with the case consultant and send a copy of the correspondence to the other party.

We wish to inform the Parties that this case will be subject to the Arbitration Rules of the Saudi Center for Commercial Arbitration that took effect as of 1 May 2023, unless the Parties agree otherwise. A copy of the Arbitration Rules can be found at <https://sadr.org/ADRServices-arbitration-arbitration-rules?lang=en>.

Based on Article 6-1 of the SCCA Arbitration Rules, the Respondent must send a response to the RFA to the administrator, the Claimant, and any other party within 30 days of the commencement of arbitration. If the Respondent wishes to initiate a counterclaim or claim for set-off, a copy must be sent to the Claimant and to SCCA with supporting documentation and the appropriate filing fee.

Enclosed with this letter is a conflict-of-interest disclosure statement. All parties should name any witness, expert, person, or entity having an interest in or connection to this dispute. This list will assist the arbitrators in disclosing any potential conflict of interest. Please note that the disclosure list is confidential and should be sent only to SCCA. Do so within 15 days of the date of this letter.

Please also note that proceedings in this case will be in keeping with the attached Code of Ethics for Parties and Representatives. Please read and sign the pledge to adhere to the Code.

Finally, enclosed with this letter are general instructions on arbitration and arbitration proceedings with SCCA. SCCA will provide the Parties with information on the stages of arbitration as the case progresses. SCCA encourages the Parties to contact it at any time to request additional information or discuss the arbitration proceedings, in order that it can assist Parties in best resolving the dispute.

We look forward to working with you and providing you with all possible assistance throughout the arbitration proceedings.

Sincerely,

Case Consultant: Mohammed al-Yousif

Signature: *Mahd*

Enclosures:

- Conflict of Interest Disclosure Statement (not included in this document)
- General information on arbitration and SCCA arbitration proceedings (not included in this document)
- Pledge to observe the Code of Conduct for Parties and Representatives (not included in this document)
- Copy of Request for Arbitration (Included in this document)
- SCCA Arbitration Rules (not included in this document)



قانونيون

للمحاماة والاستشارات القانونية

QANOONYOON

Law and Legal Consultancy

**Saudi Center for Commercial Arbitration – Case No:
SCCA-ARB-98212**

Answer to Request for Arbitration

(Under Article 6 of the 2023 Arbitration Rules of the Saudi
Center for Commercial Arbitration)

**Jaw Airport Services (Public Shareholding Company)
“Claimant”**

v.

**Air Official Limited
“Respondent”**



قانونيون

للمحاماة والاستشارات القانونية

QANOONYOON

Law and Legal Consultancy

Introduction

1. Air Official Limited (“**Respondent**”) received the request for arbitration from Jaw Airport Services (Public Shareholding Company) (“**Claimant**”) on 25 August 2024 pursuant to the asymmetric arbitration clause in the supply contract of 2 February 2024. In its request, it summarized the relationship between the parties by stating certain facts and citing certain legal articles, interpreting them contrary to reality and the principles of good faith in commercial relationships. Therefore, the Respondent will clarify, explain, and analyze matters from a legal standpoint.
2. The Claimant demanded compensation of \$1,200,000 (one million, two hundred thousand dollars) based on an unjust and unlawful condition, taking advantage of the difficult economic circumstances that prompted the Respondent to agree to this condition, for the Respondent to be mandated to send replacement shipments conforming to sustainable development standards as per its allegation, and for the Respondent to be mandated to pay exorbitant arbitration costs resulting from a defective and invalid condition, which precludes the tribunal’s jurisdiction to consider the case, as we will explain below.
3. The answer to the request for arbitration is divided into five sections as follows:
 - I. Respondent’s Legal Representative
 - II. Facts of the Dispute and Characterization of the Case
 - III. Applicable Law

قانونيون

للمحاماة و الاستشارات القانونية QANOONYOON Law and Legal Consultancy

IV. Formation of the Arbitral Tribunal

V. Respondent's Requests

I. Respondent's Legal Representative:

- In this dispute, the Respondent is represented by Qanoonyoon Law Firm and Legal Consultancy, at the following address: 35 Main Street, Republic of the Alps, PO Box 2325. It is represented by the lawyer Saud al-Ahmad. He can be contacted at the following email address: s.alahmad@qanoonyoon.na

II. Facts of the Dispute and Characterization of the Case

ب - Facts of the Dispute:

- The Respondent, Air Official Limited (“**Respondent**”) was incorporated in 2017 as a company specializing in supplying all airport needs in terms of eating utensils, bottled drinking water, towels, and several other products. The quality and excellence of its products has had a significant impact on the company's rapid spread among airport services companies around the world. Accordingly, it has received many invitations to participate in related exhibitions.
- In March 2019, the relationship between the two parties originated amid the activities of the International Aviation Exhibition held in Desert Kingdom. Because of the excellence of the Respondent's products, many meetings were held and a number of

قانونيون

للمحاماة و الاستشارات القانونية

QANOONYOON

Law and Legal Consultancy

memorandums of understanding were signed with a number of companies specializing airport services, including Jaw Airport Services. The initial version of the contract with the Claimant was signed in 2019, and it included the Respondent's obligation to supply bottled drinking water and eating utensils for travelers at the airport. The Claimant was impressed by the Respondent's products, and so this contract was followed by the signing of other versions in 2021 and 2023 similar to the first version of the contract.

- On 20 January 2024, the Claimant contacted the Respondent to renew the contract as it had in previous years. It asked to review the previous version of the contract, which involved several calls and meetings between the parties. This ended in a request to incorporate two additional clauses into the usual contract between the parties. The first clause gives the Claimant the right to inspect the products in the first batch to ensure suitability for use in airports and traveler rest areas, provided that such testing is done after a check of the first batch immediately upon its arrival. The second clause concerns liquidated damages in case of breach of the obligation to supply shipments on schedule.
- On 2 February 2024, the Respondent received invitations to attend the signing ceremony for the renewed contract in Desert Kingdom. Ms. Lillian Suhail, the General Manager, attended, while it was not possible for more employees of the company to participate (**Respondent Exhibit 1**).

قانونيون

للمحاماة و الاستشارات القانونية

QANOONYOON

Law and Legal Consultancy

9. The contract stipulated that the Respondent was obligated to supply the first shipment 14 days after the signing of the contract. This is a short period, but the Respondent agreed, considering that it would be supplied by premium shipping as usual. The Respondent was surprised, however, by the increase in shipping and insurance costs. This forced us to ship the goods by standard shipping, which impacted the Respondent's compliance with the schedule and caused the delivery of the first batch to be delayed. It is worth mentioning that this period coincided with a cyber attack on Al-Salam International Airport that disrupted the airport's electronic systems, causing flights to and from the airport to be cancelled or rescheduled, after which the airport gradually resumed flights (**Respondent Exhibit 2**). The event was covered by all the international media and addressed on the Claimant's website.

10. On 17 March 2024, the Claimant received the first shipment of agreed products based on the contract between the parties. The Claimant requested that samples be sent for technical inspection. Meanwhile, the Respondent was preparing to send further shipments to expedite their arrival to the Claimant and thus continue to supply the entirety of the shipments in accordance with the agreed date to cover needs at Al-Salam Airport.

قانونيون

للمحاماة و الاستشارات القانونية

QANOONYOON

Law and Legal Consultancy

11. The Respondent was surprised by the Claimant's letter dated 22 March 2024, which included the result of the technical inspection of the products, and the Claimant's allegation that the products did not conform to sustainable development standards, which were not mentioned or referenced in the contract between the parties! It also demanded that the products be replaced with others conforming to the specifications, in its words. The Respondent rejects this, of course, and does not admit any error on its part.

12. The Respondent's executive management met in an attempt to understand the problem with the products supplied and to find consensus solutions with the Claimant, but all its efforts failed in the face of the Claimant's intransigence and determination to hold the Respondent fully and solely responsible. This is not to mention the unjustified financial losses that resulted from the Claimant's decision, affecting the Respondent's financial and media standing. The Claimant has rejected all attempts to find solutions taking into account the Respondent's financial circumstances.

(Respondent Exhibit 3)

13. In the face of the Claimant's intransigence, the Respondent saw no way to claim its right other than recourse to the judiciary to obtain justice. Thus, it contacted its legal representative to initiate proceedings before the courts of the Republic of the Alps (which are exempt from judicial fees), and it informed the Claimant of this step in accordance with the usual legal procedures for filing litigation in the Republic of the Alps. **(Respondent Exhibit 4)**

قانونيون

للمحاماة و الاستشارات القانونية

QANOONYOON

Law and Legal Consultancy

14. It was just a few days later that we received notice of the initiation of arbitration proceedings before the Saudi Center at the Claimant's sole will, taking advantage of its exclusive right to choose between litigation and arbitration as a means of resolving the dispute. This naturally entails greater costs in light of the financial difficulties faced by the Respondent.

B. Characterization of the Case

15. The arbitral tribunal does not have jurisdiction to consider the dispute because of the invalidity of the arbitration clause, as it allows the Claimant – alone – to resort to arbitration:

“10.1 The Parties agree that the courts of the Republic of the Alps have jurisdiction to resolve any dispute, disagreement, or claim arising out of or relating to this contract or because of the breach, termination, or invalidity thereof. First Party alone has the right to decide to resort to arbitration in accordance with the Arbitration Rules of the Saudi Center for Commercial Arbitration (“SCCA”).”

16. The Claimant jammed an asymmetric arbitration clause into the contract between the parties, allowing the Claimant the privilege of choosing between litigation and arbitration. In accordance with the general principles of equality, good faith and applicable procedural laws, this arbitration clause is null and void, and this tribunal therefore lacks jurisdiction to consider the present dispute.

قانونيون

للمحاماة و الاستشارات القانونية

QANOONYOON

Law and Legal Consultancy

17. If the tribunal finds the arbitration clause to be valid and that it therefore has jurisdiction to consider the present dispute, the Respondent rejects all of the Claimant's allegations that the products supplied on 17 March 2024 did not conform to the conditions of the contract, as the Claimant did not refer to such conditions or include them in the terms of the contract. Thus, the products supplied are products that conform to the specifications identified in the contract and are suitable for ordinary use in accordance with CISG Article (35)(2)(a).

18. The Respondent also rejects to pay for the high cost and completely exaggerated arbitration costs, including the lawyers and translations costs and technical expertise of the reports high volume of documents. In addition, the cost of preparing reports using artificial intelligence applications and further costs to verify and analyze those documents produced by artificial intelligence! The Respondent is surprised by the continuously complicating matters further in terms of costs which prevents the Respondent from obtaining its right for justice and equity. In worst cases, the Respondent does not costs of the AI application ("Hagen AI") is reasonable in accordance with article 40.1 of the SCCA Arbitration Rules.

III. Applicable Law:

19. Extending the Claimant's allegation about the standard terms and conditions, the Respondent argues that the terms and conditions stipulated were not properly

قانونيون

للمحاماة و الاستشارات القانونية

QANOONYOON Law and Legal Consultancy

included in the contract as in CISG articles 14–24, as there is no clear reference to including the terms and conditions in the supply contract concluded.

20. The Claimant also misapplied the liquidated damages, as the harm is not commensurate with the amount demanded by the Claimant, in accordance with Article 7.4.13 of the UNIDROIT Principles, which states:

1. *“Where the contract provides that a party who does not perform is to pay a specified sum to the aggrieved party for such non-performance, the aggrieved party is entitled to that sum irrespective of its actual harm.*
2. *However, notwithstanding any agreement to the contrary, the specified sum may be reduced to a reasonable amount where it is grossly excessive in relation to the harm resulting from the non-performance and to other circumstances.”*

21. In accordance with this article, the prescribed compensation amount is greatly excessive in comparison to the harm caused by the Respondent’s delinquent delivery of goods, due to the cyber attack on the Claimant, which resulted in the cancellation and postponement of flights to and from Al-Salam International Airport.

IV. Formation of the Arbitral Tribunal

22. Under Clause 10 of the contract, the Parties agreed the arbitral tribunal will be composed of three arbitrators. Each of the Parties will nominate an arbitrator, and the two arbitrators shall agree on the selection of the third arbitrator (the chair of the arbitral tribunal). The Respondent nominates as its arbitrator in these arbitration proceedings: Ms. Dana al-Majed, independent international arbitrator; address: 66 Dar

قانونيون

للمحاماة و الاستشارات القانونية

QANOONYOON

Law and Legal Consultancy

al-Farh, Route 89, Janoub State; telephone: +33 6 88 45 12 98, Email:
dana.almajed@gmail.com

V. Respondent's Requests

The Respondent petitions arbitral tribunal to issue its award as follows:

1. Rule that the arbitral tribunal has no jurisdiction to hear the arbitration case due to the invalidity of the asymmetric arbitration clause.
2. Reject the Claimant's demand for products replacement and compensation because of the supply of goods not compliant with sustainable development standards that were not included in the contract.
3. Reduce the excessive liquidated damages from \$40,000 to \$4,000 per day.
4. Hold the Claimant solely liable for all arbitration costs and expenses, including translation work, expert reports, and lawyers' fees, and reject the use of expensive artificial intelligence software not referenced in the contract.
5. The Respondent retains its right to amend its pleas and/or requests during later hearings.

Respondent's attorney
Qanoonyoon Law Firm and Legal Consultancy
Lawyer Saud al-Ahmad
10 September 2024

Respondent Exhibit (1)**Written testimony of Lillian Suhail**

1. My name is Lillian Suhail. I have a university degree in business administration and have been General Manager at Air Official since 2018.
2. In March 2019, Air Official Limited began a relationship with Jaw Airport Services. As Jaw was looking for the best airport products at the best prices, our company was selected as a main supplier after we offered them a large number and variety of airport products.
3. During the negotiations, after review of the first draft of the contract by our legal department, we were surprised by Jaw's clear preference for a dispute resolution clause. Therefore, we expressed our desire to amend this clause to ensure equal rights for both parties, so that both parties would have the right to resort to arbitration, to litigation, or both. We also requested the addition of an early termination clause, in addition to a request to grant jurisdiction to the courts of the Republic of the Alps due to our no-cost access to the courts.
4. A week after our amendment proposal was submitted, Jaw CEO Mr. Nader Qasim responded by refusing to amend the dispute resolution clause and grant equal rights to both parties. The inclusion of the early termination clause was approved, however, as well as the granting of jurisdiction to the courts of the Republic of the Alps. Because of our company's financial situation and the importance of this contract to us, the contract was approved with its asymmetric dispute resolution clause.
5. The cooperation between the two companies went exceedingly well. At a conference in January 2022, Mr. Nader Qasim praised the products used at Al-Salam International Airport, describing them as high-quality and highly innovative, which he said had greatly improved their airport service operations.
6. On 2 February 2024, Jaw sent a number of invitations to representatives of our company to attend the agreement signing ceremony held in the corridors of the

airport. The program included several speeches by a number of figures and an introductory video about Jaw's vision and future aspirations, but there was no particular reference to the adoption of the model standard conditions as part of the contract or its annexes.

7. On 22 March 2024, our company received a letter from Jaw Airport Services claiming that the products supplied do not conform to sustainable development standards. It should be noted that no requirements related to sustainable development standards were mentioned in the contract between the parties, although the contract was renewed three times in previous years using the same template. Jaw also did not request the inclusion of any condition on providing environmentally friendly products. Our relationship and good communication with Jaw throughout the previous years cemented our understanding of the type of products they want, and they always praised their quality and the level of services compliant with all the specifications agreed in the contract. Therefore, the accusations against us that the products do not conform to sustainable development standards are unexpected and surprising for us.
8. Many phone calls and contacts ensued in our search for consensus solutions with Jaw, but unfortunately all our attempts failed. Because of Jaw's intransigence in admitting their fault and understanding our company's position, our company saw no other way to enforce its rights than to resort to litigation. Therefore, we advised Jaw that we will initiate proceedings before the courts of the Republic of the Alps if no agreement is reached. We were surprised, however, that after receiving this notice, Jaw commenced arbitration proceedings under the asymmetric arbitration clause.

I affirm that all of the above is true and accurate based on my own information and memory.

Lillian Suhail

General Manager of Air Official Limited

13 August 2024

Lillian



Respondent Exhibit (2)

Screenshot of Jaw Airport Services website



Home | About the Company | Services | Divisions | News

CONTACT US

ABOUT US

Air Traffic Status Report



ON TIME

10% - 40 flights



DELAYED

38% - 152 flights



CANCELLED

52% - 208 flights

Dear Travelers

We regret to inform you that due to a malfunction in aviation systems, some flights to and from Al-Salam International Airport have been cancelled or delayed. This global hack has primarily affected check-in points and passenger data. We await the repair of the malfunction.

Follow our social media accounts closely to find out new flight times.

1 March 2024

Respondent Exhibit (3)**Minutes of the Meeting of Air Official Executive Management****Confidential****Meeting date:** 30 March 2024 - Air Official Headquarters - Meeting time: 10:30–12:30**Attendees:** General Manager, Contracts Manager, Production Manager, Operations Manager**Subject: Discussing the problem of the products supplied to Jaw**

The meeting began with a detailed explanation of the problem by the Contracts Manager, followed by a review of all the efforts made by the company to reach consensus solutions with Jaw and to determine these efforts failed.

Detailed discussion

- **Non-conformity of products to contract specifications:** After a careful review of the contract, it was confirmed that the products fully conformed to what was referenced in the contract and that the non-conformity of the supplied products was not the result of fault by the company.
- **Air Official's efforts to find solutions:** The Operations Manager reviewed all communications and correspondence with Jaw and the attempts to reach solutions satisfactory to both parties.
- **Jaw's position:** Jaw insists on not admitting error and fault on its part and holding Air Official fully responsible for the problem. It has rejected all the proposals presented for resolving the problem.

- **Financial losses:** A detailed statement of financial data showing significant financial harm is attached.
- **Media impact:** A detailed statement of the international and news platforms that have discussed the subject is attached.

Decisions:

After extensive discussion, the Executive Management made the following decisions:

1. **Legal solution:** Contact the company's legal representative to file a lawsuit before the courts of the Republic of the Alps to claim compensation from Jaw for the losses suffered by our company.
2. **Enhancing quality control:** Tighten quality control for products before shipping them to customers, and take all necessary measures to prevent such problems in the future.
3. **Development of contingency plans:** Develop contingency plans to handle similar crises in the future.

Recommendations

- **Form an investigative committee:** Form an investigative committee to determine the real causes of the alleged defect in the products and make recommendations for avoiding such problems in the future.
- **Strengthen strategic partnerships:** Seek strategic partnerships with other companies to enhance the company's competitiveness.

Conclusion

The Air Official Executive Management emphasizes that it seeks to protect the company's interests and is taking all necessary measures to protect its interests.

Confidential

Respondent Exhibit (4)

قانونيون

للمحاماة والاستشارات القانونية

QANOONYOON

Law and Legal Consultancy

Legal notice of the commencement of litigation

By email and registered mail with acknowledgment of receipt

Date: 8 August 2024

Attention: Nader Qasim, CEO of Jaw Airport Services

Address: Building 223, Al-Ahly Street, P.O. Box 76606, Al-Wadi City, Desert Kingdom

Telephone: 2214400767 / Email: naderCEO@Jaw.com

Pursuant to our power of attorney for Air Official Limited, and with reference to your letter dated 22 March 2024, which included the result of the technical inspection of the products supplied by Air Official ("our Client"), and the allegations therein that the products do not conform to sustainable development standards, our Client does not accept or admit this, as no mention or reference thereto is made in the contract between the parties. All means of amicable solutions, negotiations, and communications between the parties have been exhausted, and your client remains intransigent and determined to hold my client solely responsible.

Based on the dispute resolution clause in the contract between the parties (Clause 10: "The Parties agree that the courts of the Republic of the Alps have jurisdiction to resolve any dispute, disagreement, or claim arising out of or relating to this contract or because of the breach, termination, or invalidity thereof."), we wish to inform you that we are initiating proceedings against your client before the courts of the Republic of the Alps in which we are claiming compensation for all losses incurred by our Client.

You are aware that legal proceedings will incur additional costs and expenses, and we appreciate your understanding to resolve the matter amicably.

We look forward to your positive response within seven days of today's date, and we reserve all of our Client's legal rights in this regard.

**Saud al-Ahmad, Qanoonyoon Law Group and Legal Consultancy
Representative of Air Official
s.alahmad@qanoonyoon.na**



Case No.: SCCA-ARB-98212

Claimant: Jaw Airport Services (Public Shareholding Company)

Respondent: Air Official Limited

Date: 27 August 2024

(sent by email - first-class mail)

Telephone: 003224344211 / Email: m.almubarak@Diwan.com

Dear Ms. Muneera al-Mubarak / Diwan & Partners – Claimant’s representative

Re: Appointment of Arbitral Tribunal Member

With reference to the above subject, we write to you this letter to inform you that we have received your letter indicating your wish to nominate the arbitrator Jehad Nouraddin through the Saudi Center for Commercial Arbitration as a member of a tripartite arbitral tribunal in the above-mentioned case. You will find attached to this letter a copy of the notice of the arbitrator’s appointment and the confirmation he signed.

We would also like to point out that under SCCA rules, an arbitrator acting in accordance with these rules must be neutral and independent. The arbitrator must also submit a disclosure,¹ which is explained in detail in the appointment notice and its attachments, which are enclosed with this letter. If you wish to challenge the arbitrator, you must notify SCCA no later than 30 September 2024. Be advised that based on Article 18-3 of the SCCA Rules, SCCA must be informed of any challenge within 14 days of the notice of the arbitrator’s appointment. The challenge must be for cause, and the other party shall be informed of the challenge. If one of the parties challenges an arbitrator, the other party must respond to the challenge within seven days. In accordance with its absolute discretion, SCCA will make a decision regarding the challenge as stipulated in the SCCA Rules. It is not permitted to send a copy of the challenge to the arbitrator, or to reveal or make available to the arbitrator the challenge, responses to the challenge, or comments on the arbitrator’s disclosure.

We would like to inform you that direct communication with the arbitral tribunal, whether by telephone or another means of communication, is prohibited. Communication concerning matters related to the challenge of arbitrators, as well as any administrative or financial matter, may take place only through the case consultant named below.

Sincerely,

Case Consultant:

Mohammed al-Yousif **Signature:** *Mohd*

Enclosures: Notice of arbitrator’s appointment (not attached), Arbitrator’s Disclosure

¹ Disclosure does not necessarily imply a conviction that the information disclosed causes doubts about the arbitrator’s impartiality or independence.

Date: 2 September 2024

Telephone: 009603988789

Email: Jehad.n@outbook.com

Case No.: SCCA-ARB-98212

Claimant: Jaw Airport Services (Public Shareholding Company)

Respondent: Air Official Limited

Re: Acceptance of Appointment to Tripartite Arbitral Tribunal

I, the arbitrator Jehad Nouraddin, affirm that the curriculum vitae that I provided to the Saudi Center for Commercial Arbitration, which SCCA submitted to the Parties in this case, shows my academic credentials and practical experience, and it is accurate and complete up to the date of this letter.

I affirm that I have conducted a thorough and careful investigation and examination of any possible conflict of interest, including a comprehensive review of the information I have obtained on the case up to the date of this declaration. I have then made any necessary disclosure as stipulated in the rules of the Saudi Center for Commercial Arbitration and in accordance with the code of ethics for arbitrators or any applicable law.

I affirm that I am fully aware that examining any conflict of interest is an obligation that continues throughout my term as an arbitrator in this case. If any circumstances arise at any stage of the arbitration that would prompt doubts of the sort mentioned, I will disclose them immediately. Failure to disclose conflicts of interest in a timely manner may result in my dismissal as an arbitrator or in my removal from the SCCA Arbitrator Roster. Therefore:

- I accept my appointment as an arbitrator** in this case under the rules of the Saudi Center for Commercial Arbitration. (Please complete and attach the disclosure form.)
- I decline to accept appointment as an arbitrator** in this case. (In the event of a refusal, it is not necessary to fill out this form except for name and signature.)

Signature: Jehad Nouraddin



Arbitrator Disclosure Form

Case No.: SCCA-ARB-98212

Claimant: Jaw Airport Services (Public Shareholding Company)

Respondent: Air Official Limited

1	I pledge to hear this case and decide it justly and fairly.	✓
2	I pledge to act in accordance with the SCCA Arbitration Rules, the Code of Ethics for Arbitrators, and the agreement of the Parties.	✓
3	I pledge to devote the appropriate time required to serve as an as an arbitrator in this case.	✓
4	I accept the fees in this case based on the Arbitration Costs and Fees Appendix, and I affirm that there are no separate arrangements regarding fees between me and the Parties to the case.	✓
5	I affirm that as far as I am aware, there is no past or present circumstance that would prevent me from considering this case.	✓
6	I pledge that if I become aware in the future of any incident or circumstance that prevents me from proceeding with this case, I will immediately report it to SCCA.	✓
7	I affirm that I am not related by blood or marriage to any of the parties.	✓
8	Do you think there is anything that could affect your neutrality or impartiality?	No
9	Is there anything else that would (in the opinion of a reasonable person) constitute a conflict of interest? If so, please explain.	No

Signature: Jehad Nouraddin



Case No.: SCCA-ARB-98212

Claimant: Jaw Airport Services (Public Shareholding Company)

Respondent: Air Official Limited

Date: 11 September 2024

(sent by email - first-class mail)

Dear Mr. Saud al-Ahmad, Respondent's representative,

Telephone: 007016969001 / Email: s.alahmad@qanoonyoon.na

Re: Appointment of Arbitral Tribunal Member

With reference to the above subject, we write to you this letter to inform you that we have received your letter indicating your wish to nominate the arbitrator Dana al-Majed through the Saudi Center for Commercial Arbitration as a member of a tripartite arbitral tribunal in the above-mentioned case. You will find attached to this letter a copy of the notice of the arbitrator's appointment and the confirmation he signed.

We would also like to point out that under SCCA rules, an arbitrator acting in accordance with these rules must be neutral and independent. The arbitrator must also submit a disclosure,¹ which is explained in detail in the appointment notice and its attachments, which are enclosed with this letter. If you wish to challenge the arbitrator, you must notify SCCA no later than 30 September 2024. Be advised that based on Article 18-3 of the SCCA Rules, SCCA must be informed of any challenge within 14 days of the notice of the arbitrator's appointment. The challenge must be for cause, and the other party shall be informed of the challenge. If one of the parties challenges an arbitrator, the other party must respond to the challenge within seven days. In accordance with its absolute discretion, SCCA will make a decision regarding the challenge as stipulated in the SCCA Rules. It is not permitted to send a copy of the challenge to the arbitrator, or to reveal or make available to the arbitrator the challenge, responses to the challenge, or comments on the arbitrator's disclosure.

We would like to inform you that direct communication with the arbitral tribunal, whether by telephone or another means of communication, is prohibited. Communication concerning matters related to the challenge of arbitrators, as well as any administrative or financial matter, may take place only through the case consultant named below.

Sincerely,

Case Consultant:

Mohammed al-Yousif **Signature:** *Mohad*

Enclosures: Arbitrator Appointment Notice (not attached), Arbitrator's Disclosure

¹ Disclosure does not necessarily imply a conviction that the information disclosed causes doubts about the arbitrator's impartiality or independence.

Date: 13 September 2023

Telephone: 009600788119

Email: dana_almajed@kkmail.com

Case No.: SCCA-ARB-98212

Claimant: Jaw Airport Services (Public Shareholding Company)

Respondent: Air Official Limited

Re: Acceptance of Appointment to Tripartite Arbitral Tribunal

I affirm that the curriculum vitae that I provided to the Saudi Center for Commercial Arbitration, which SCCA submitted to the Parties in this case, shows my academic credentials and practical experience, and it is accurate and complete up to the date of this letter.

I affirm that I have conducted a thorough and careful investigation and examination of any possible conflict of interest, including a comprehensive review of the information I have obtained on the case up to the date of this declaration. I have then made any necessary disclosure as stipulated in the rules of the Saudi Center for Commercial Arbitration and in accordance with the code of ethics for arbitrators or any applicable law.

I affirm that I am fully aware that examining any conflict of interest is an obligation that continues throughout my term as an arbitrator in this case. If any circumstances arise at any stage of the arbitration that would prompt doubts of the sort mentioned, I will disclose them immediately. Failure to disclose conflicts of interest in a timely manner may result in my dismissal as an arbitrator or in my removal from the SCCA Arbitrator Roster. Therefore:

- I accept my appointment as an arbitrator** in this case under the rules of the Saudi Center for Commercial Arbitration. (Please complete and attach the disclosure form.)
- I decline to accept appointment as an arbitrator** in this case. (In the event of a refusal, it is not necessary to fill out this form except for name and signature.)

Signature: Dana al-Majed



Arbitrator Disclosure Form

Arbitrator Disclosure Form

Case No.: SCCA-ARB-98212

Claimant: Jaw Airport Services (Public Shareholding Company)

Respondent: Air Official Limited

1	I pledge to hear this case and decide it justly and fairly.	✓
2	I pledge to act in accordance with the SCCA Arbitration Rules, the Code of Ethics for Arbitrators, and the agreement of the Parties.	✓
3	I pledge to devote the appropriate time required to serve as an as an arbitrator in this case.	✓
4	I accept the fees in this case based on the Arbitration Costs and Fees Appendix, and I affirm that there are no separate arrangements regarding fees between me and the Parties to the case.	✓
5	I affirm that as far as I am aware, there is no past or present circumstance that would prevent me from considering this case.	✓
6	I pledge that if I become aware in the future of any incident or circumstance that prevents me from proceeding with this case, I will immediately report it to SCCA.	✓
7	I affirm that I am not related by blood or marriage to any of the parties.	✓
8	Do you think there is anything that could affect your neutrality or impartiality?	No
9	Is there anything else that would (in the opinion of a reasonable person) constitute a conflict of interest? If so, please explain.	No

Signature: Dana al-Majed



Case No.: SCCA-ARB-98212

Claimant: Jaw Airport Services (Public Shareholding Company)

Respondent: Air Official Limited

Date: 18 September 2024

(sent by email - first-class mail)

Dear Dr. Abdulaziz Jawad,

Telephone: 009332767676 / Email: dr.a.jawad@jawaddispute.com

Re: Arbitrator Nomination Letter and Disclosure Request

Further to our previous communication, we have the honor of informing you that you have been nominated to chair an arbitral tribunal (as part of a tripartite tribunal) in the above-mentioned case. While informing you of this, we would like to instruct you to allocate the appropriate time to study and decide the case. Please note that this claim will be administered in accordance with the arbitration rules of the Saudi Center for Commercial Arbitration that took effect as of 1 May 2023, as well as the SCCA Code of Ethics for Arbitrators, both of which can be found on the SCCA website (www.sadr.org).

Before you are appointed as an arbitrator in this case, you should understand the importance of arbitrator impartiality and independence. In order to confirm this, and pursuant to Article 17 of the SCCA Arbitration Rules, we ask that prior to accepting your appointment in this case, you disclose any circumstances that would call your impartiality or independence into question. This includes disclosing any relationship between you and the parties or potential witnesses, whether such relationship is current or past, direct or indirect, and financial, professional, social, or otherwise. This obligation continues throughout the duration of the case. The parties are not permitted to communicate unilaterally with the arbitrators or arbitrator candidates about the case. If any such contact takes place, the content of and reasons for the communication must be reported immediately to the other parties and arbitrators. We also advise the arbitrator that any change in the curriculum vitae submitted to the Saudi Center for Commercial Arbitration should be disclosed.

The Claimant in this case is represented by the lawyer Muneera al-Mubarak/Diwan & Partners, and the Respondent is represented by the lawyer Saud al-Ahmad /Qanoonyoon. The arbitrators appointed in this case are Mr. Jehad Nouraddin and Ms. Dana al-Majed. The CVs of the co-arbitrators are attached.

It should be noted that disclosure by an arbitrator or party does not necessarily imply a conviction that the information disclosed causes doubts about the arbitrator's impartiality or independence.

If you are unsure of whether something should be disclosed, it should be disclosed. In the event of a direct or indirect connection to any of the parties to the case, please describe the connection at the bottom of the form. It should also be noted that failure to disclose at the proper time may result in the arbitrator being denied his or her fee in the case.

SCCA will deliver the disclosure statement to the parties.

The Saudi Arbitration Center has developed this arbitrator appointment form for cases it administers in accordance with its Arbitration Rules. If there are other applicable regulations or rules, the arbitrator must follow them.

Enclosures:

Parties' disclosures (not attached)

CVs of co-arbitrators (not attached)

Case No.: SCCA-ARB-98212

Claimant: Jaw Airport Services (Public Shareholding Company)

Building 223, Al-Ahly Street, P.O. Box 76606, Al-Wadi City, Desert Kingdom

Telephone: 0076744221 / Email: naderCEO@Jaw.com

Respondent: Air Official Limited

Address: Building 59, Al-Mutanabbi Street, P.O. Box 8221, Peace City, Republic of the Alps

Telephone: 007083366222 / Email info@ao.com

Re: Acceptance of Appointment as Presiding Arbitrator

I, the arbitrator Dr. Abdulaziz Jawad, affirm that the curriculum vitae that I provided to the Saudi Center for Commercial Arbitration, which SCCA submitted to the Parties in this case, shows my academic credentials and practical experience, and it is accurate and complete up to the date of this letter.

I affirm that I have conducted a thorough and careful investigation and examination of any possible conflict of interest, including a comprehensive review of the information I have obtained on the case up to the date of this declaration. I have then made any necessary disclosure as stipulated in the rules of the Saudi Center for Commercial Arbitration and in accordance with the code of ethics for arbitrators or any applicable law.

I affirm that I am fully aware that examining any conflict of interest is an obligation that continues throughout my term as an arbitrator in this case. If any circumstances arise at any stage of the arbitration that would prompt doubts of the sort mentioned, I will disclose them immediately. Failure to disclose conflicts of interest in a timely manner may result in my dismissal as an arbitrator or in my removal from the SCCA Arbitrator Roster. Therefore:

- I accept my appointment as an arbitrator** in this case under the rules of the Saudi Center for Commercial Arbitration. (Please complete and attach the disclosure form.)
- I decline to accept appointment as an arbitrator** in this case. (In the event of a refusal, it is not necessary to fill out this form except for name and signature.)

Signature: Dr. Abdulaziz Jawad



Arbitrator Disclosure Form

Case No.: SCCA-ARB-98212

Claimant: Jaw Airport Services (Public Shareholding Company)

Respondent: Air Official Limited

1	I pledge to hear this case and decide it justly and fairly.	✓
2	I pledge to act in accordance with the SCCA Arbitration Rules, the Code of Ethics for Arbitrators, and the agreement of the Parties.	✓
3	I pledge to devote the appropriate time required to serve as an as an arbitrator in this case.	✓
4	I accept the fees in this case based on the Arbitration Costs and Fees Appendix, and I affirm that there are no separate arrangements regarding fees between me and the Parties to the case.	✓
5	I affirm that as far as I am aware, there is no past or present circumstance that would prevent me from considering this case.	✓
6	I pledge that if I become aware in the future of any incident or circumstance that prevents me from proceeding with this case, I will immediately report it to SCCA.	✓
7	I affirm that I am not related by blood or marriage to any of the parties.	✓
8	Do you think there is anything that could affect your neutrality or impartiality?	No
9	Is there anything else that would (in the opinion of a reasonable person) constitute a conflict of interest? If so, please explain.	No

Signature: Dr. Abdulaziz Jawad



Disclosure Guidelines for Arbitrators in Cases Administered by the Saudi Center for Commercial Arbitration

General Instructions:

1. The Saudi Center for Commercial Arbitration rules and codes of ethics require the complete disclosure of any circumstances that would call an arbitrator's impartiality or independence into question.
2. The disclosure obligation applies during all stages of arbitration. At later stages of the proceedings, the case consultant may ask an arbitrator to research conflicts of interest on specific issues related to the case, but you should conduct your own examination and disclosure as you become aware of information related to the participants in the proceedings.
3. If you are hesitant or uncertain about disclosing any circumstances, disclose them. You should not evaluate the potential impact of a conflict of interest on your own. Instead, make the disclosure and leave it to the parties to assess the impact on the case from the conflict of interest.
4. As a guiding principle, if a relationship or interest comes to mind, disclose it.
5. You must disclose the following:
 - a. Any circumstances that would call your impartiality or independence into question, as provided in Article 13-2 of the Arbitration Rules of the Saudi Center for Commercial Arbitration.
 - b. Any interest or relationship that could make you appear biased (Canon II of the SCCA Code of Ethics for Arbitrators).

Finances:

Any direct financial interests, with any party, representative, witness, or arbitrator involved in the case must be disclosed, whether present or past, as well as indirect interests, whether present or past.

Relationships:

Any relationship with any party, representative, witness, or arbitrator involved in the case must be disclosed, including any relationships with the following:

1. Their immediate and extended families;
2. Their employees;
3. Their partners and colleagues.

How should disclosure be made?

Disclosures must be in writing and very clear. You should ensure that the disclosure is detailed enough that the parties are aware of the potential conflict of interest or of any circumstances likely to raise doubts about the arbitrator's impartiality and independence. Care must be taken to indicate the identity of the person, the nature of the relationship, the time and place of the relationship, and the circumstances around it. Be attentive to the smallest details, however inconsequential they may seem.

The burden of disclosure falls on the arbitrator, who must exert his or her utmost efforts to provide the Saudi Center for Commercial Arbitration with the required information. SCCA has the right to verify that submitted disclosures are not ambiguous or incomplete and that the arbitrator has not shirked the duty of examining relationships that may link him or her to the case and the parties. Failure to provide sufficient details may result in delayed confirmation of your appointment as an arbitrator in the case, as well as a delay in the filing of the case generally, because the case consultant may need to contact you to request further clarification.



Saudi Center for Commercial Arbitration

Arbitration Case No.

SCCA-ARB-98212

Filed by

Jaw Airport Services (Public Shareholding Company)

(Claimant)

v.

Air Official Limited

(Respondent)

Procedural Order No. 1

Procedural Order No. 1

This order was issued on Saturday, 30 September 2024 by the arbitral tribunal chaired by Dr. Abdulaziz Jawad (presiding arbitrator) with Ms. Dana al-Majed and Mr. Jehad Nouraddin as tribunal members.

Introduction

- 1- On 25 August 2024, Air Official Limited (Respondent) (“**Claimant**”) filed a request for arbitration (“**Arbitration Request**”) against Air Official LLC (“**Respondent**”) on the basis of Clause 10 of the 2 February 2024 contract between the Claimant and the Respondent, in accordance with Article 5 of the Arbitration Rules of the Saudi Center for Commercial Arbitration (“**Arbitration Rules**”).
- 2- The Arbitration Request was filed with the Saudi Center for Commercial Arbitration (“SCCA”) as Arbitration Case No. SCCA-ARB-98212 between the Claimant and the Respondent.
- 3- The arbitral tribunal was constituted by a decision of SCCA in accordance with Article 16 of the Arbitration Rules. It is chaired by Dr. Abdulaziz Jawad and has Ms. Dana al-Majed and Mr. Jehad Nouraddin as members. The arbitral tribunal held the first procedural session on 30 September 2024, where the terms of reference for the arbitration procedures were agreed upon as documented in the minutes of that session [Procedural Order 1 (“Order No. 1”). Therefore, the arbitral tribunal has decided the following:

I. Submission of memoranda, written evidence, and notifications

- 4- Each party will send its memoranda, written evidence, and notices electronically to each member of the arbitral tribunal, other parties, and SCCA (by email, in the

form of an electronically searchable PDF), as well as hard copies delivered by hand to SCCA.

II. Written memoranda:

- 5- The Claimant and the Respondent will submit their memoranda within the prescribed deadlines (the schedule of deadlines will be provided to the parties later).

III. Evidence

- 6- In matters of evidence, the arbitral tribunal will apply the SCCA rules and may be guided by internationally recognized rules of evidence in international commercial arbitration.

IV. Witness testimony and expert reports

- 7- A party wishing to use a fact witness or expert will submit the witness's written testimony or the expert's report and their officially certified translation if it is in a language other than Arabic, the language of the arbitration. All documents shall be submitted in Arabic and English.
- 8- The arbitral tribunal has the right – after consultation with the parties – to appoint an expert as it deems necessary and to determine the elements of the expert's task.
- 9- The written testimony of witnesses or written reports of experts will suffice, with no need to question the witnesses or experts during arguments unless the need arises and with prior permission from the arbitral tribunal.
- 10- The parties will bear the expenses associated with its witnesses, experts, and reports, without prejudice to the arbitral tribunal's decision as to which party

ultimately bears those expenses.

11-These provisions also apply to experts. In addition, any expert's report must include an acknowledgment of his or her duty to assist the arbitral tribunal.

V. Language of arbitration and translation/interpretation

12-The language of the arbitration is Arabic. All memoranda and testimonies, including expert reports and witness testimonies, will be submitted in Arabic and English.

13-An official translation of legal texts and documents in a language other than Arabic must be provided.

VI. Correspondence between the arbitral tribunal and the parties

14-The presiding arbitrator or another authorized arbitral tribunal member will correspond and consult with the parties regarding the arbitration procedures in general.

VII. Points of agreement

15-The Saudi Center for Commercial Arbitration Rules in force as of May 2023 are the rules applicable to the dispute.

16-The law applicable to the arbitration proceedings is the Union State arbitration law, which adopted, in full, the 1958 UNCITRAL Model Law on International Commercial Arbitration and its amendments made in 2006.

17-The Parties acknowledge that all the above-mentioned countries are Contracting States and have ratified the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) and adopted the Principles of the International Institute for the Unification of Private Law ("UNIDROIT") with

exclusion of Article 3.2.7 of it.

18-The Parties acknowledge that all the above-mentioned countries have ratified the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, known internationally as the New York Convention 1958.

VIII. Procedural order to the Parties

Following review of the case file, the arbitral tribunal requests that the Parties submit their memoranda based on and in response to the following questions. The memoranda should not go beyond answering the following questions:

- A. Does the arbitral tribunal have jurisdiction to consider this dispute, or is the arbitration agreement invalid?
- B. How can the arbitral tribunal distribute the costs between the Parties?
- C. Can the model standard conditions be considered part of the contract?
- D. Can the arbitral tribunal reduce the liquidated damages?

Arbitral Tribunal Member	Signature
Dr. Abdulaziz Jawad (Presiding Arbitrator)	
Mr. Jehad Nouraddin	
Ms. Dana al-Majed	



عالمية . بالعربية

