PAX MOOT 2026 – VLADIMIR KOUTIKOV ROUND

REQUESTS FOR CLARIFICATIONS

GUIDING PRINCIPLE:
When the case does not mention circumstances that can be relevant in law, those circumstances do not exist. To what extent rights, duties or obligations exist or may be implied in law based on the known facts, is a matter for the court to decide. Furthermore, certain issues are by necessity vague, as to allow Moot teams to discuss them during submissions and pleadings.

CISG:

1. On what basis is Tosca alleging that CISG law applies to the Royal-Tosca contract (para 21(c))?
   Royal argues that Bulgarian national law applies with the exclusion of the CISG. Tosca argues that the CISG is applicable.

2. Regarding the phrasing of Issue C, there may technically be a scenario where both Bulgarian law and the CISG applies. In such a case, would both parties succeed in their prayers?
   The question relates to the content of the arguments.

3. The rules state the teams are not allowed to „...address the content of the applicable national law." Does that included the case law of national courts relating to international conventions such as the United Nations Convention on Contracts for the International Sale of Goods (CISG)?
   Yes, national case law on the CISG should be avoided.

4. Given that this is primarily a procedural and jurisdiction-focused moot; are teams permitted to rely on substantive law instruments such as the United Nations Convention on Contracts for the International Sale of Goods (CISG) at all in their pleadings; and; may teams specifically apply the CISG's formation and interpretation rules (in particular Articles 8 and 14–19) to assess the incorporation, consent, and validity of a choice-of-law clause, especially a clause purporting to exclude the CISG, or must such clauses be assessed exclusively under conflict-of-law rules irrespective of the underlying sales contract being governed by the CISG?
   Teams must determine the applicable law according to the relevant instruments, including the CISG if deemed applicable. See Q64.

5. For Issue 3, whether the respective roles of the parties regarding the applicable law are to argue that Bulgarian national law applies simpliciter (which, as Bulgaria is a CISG Contracting State, may still entail application of the CISG as part of Bulgarian law), or that Bulgarian law applies with an express exclusion of the CISG; and the Respondents are to argue that the CISG applies directly as the governing law, or that Italian law applies under the conflict-of-law rules and that Italian law in turn leads to the application of the CISG, or merely that any alleged exclusion of the CISG is invalid.
   Royal argues that Bulgarian law (with the exclusion of the CISG) is applicable while Tosca argues that the CISG applies. See Q1.

6. We would be grateful for a clarification concerning the legal status of the tailor-made designs that Royal provides to Tosca pursuant to paragraph 3 of the case facts.
   In particular, we would like to know whether these designs are to be considered patented, registered designs, copyrighted works, or otherwise protected by intellectual property rights or licensing arrangements.
   The designs provided by Royal are not protected under intellectual property law.

7. Is the immediate applicability of the CISG by Art 1(1)(a) CISG to be fully considered, and thus the substantive law of the CISG to be applied in answering the questions of the case?
   Relates to the content of the arguments.

8. Did the parties ever expressly agree, in writing and outside their respective standard terms, to exclude the application of the CISG to the contract between Royal and Tosca?
   The facts are clear in this regard.

9. In Question 3, when Royal claims that Bulgarian law applies, should this be interpreted as excluding the CISG, in accordance with paragraph 4 of the compromis?
   The facts are clear in this regard. See also Q1 and 5.

FACTS OF THE CASE:

10. There is a difference between the footers of Royal's emails. In the first one, dated 20 May 2025, the footer includes information about the company's legal form [OOD]. However, the email from 26 May 2025 does not contain any information about Tosca's legal form. Is it a typo or was it intended?
    This was an oversight. Footers of emails sent on 20 and 26 May 2025 should read:

    "Royal Furniture OOD"

11. In the exchange of e-mails between Royal and Tosca (paragraphs 4–7), on what specific date did Tosca receive Ivan's email of 26 May 2025 accepting „under our terms and conditions"? Additionally, did Maria or Tosca send any further written communication accepting, rejecting, or responding to this email after 26 May 2025?
    Tosca received Ivan's email immediately. With respect to the rest of the questions, the facts are clear.

12. Were the General Terms and Conditions of Tosca available for download and printing to Royal?
    The facts are clear in this regard.

13. Did Royal and Tosca effectively have access to each other's Terms and Conditions at the time of contracting, including whether such Terms were made available through a direct link, in downloadable form or on a durable medium and is there evidence that such Terms were opened, accessed or downloaded?
    The facts are clear in this regard.

14. Could the parties clarify the exact geographical location where the specific industrial processes (including the selection, chemical treatment, and manufacturing of timber materials) took place prior to their transport to Bulgaria?
The manufacture of tables and cabinets took place in Italy. As to the rest, facts of the case are clear in this regard.

15. Which party contracted and organised the transport of the tables and cabinets under the DAP Incoterm and which transport documents (delivery notes/Road Consignment note) determine the agreed place of destination and the consignee?
See Q86. For the rest, facts are clear in this regard.

16. In [5] of the facts, it was mentioned in Maria's email that Tosca would be able to "manufacture" the tables and cabinets as requested by Royal. Did this manufacturing process take place in Milan, or did it take place elsewhere?
See Q14.

17. In [6] of the facts, it was stated that Tosca's "terms and conditions were accessible via the hyperlink in the email". Does this mean that the terms and conditions were immediately accessible via the hyperlink, or would one have to navigate through Tosca's website to find it?
See Q60.

18. Why did Royal decide to contract Tosca specifically for the manufacturing of the furniture? Was that decision based on Tosca's reputation for providing Italian quality and/or it's sustainable practices?
The facts are clear in this regard.

19. On 30 July, Mr. Medvedov and Ms. Claro spoke by phone regarding the change of delivery to Rijeka (Croatia), as stated in §10. Following the telephone call of 30 July 2025, did the parties (Royal and Tosca) create or exchange any separate written documentation, particularly relating to the delivery of the tables and cabinets to Rijeka (Croatia)?
The answer is no. The facts of the case accurately reflect what occurred and was communicated between the parties.

20. Are those "explicit instruction" part of the contract signed by the parties, and if not, in what form were the instructions provided (oral, written, etc.)?
See Q83.

21. Whether the purchase of 14 chairs and 6 tables was intended exclusively for private/personal use or for commercial/professional purposes?
The facts are clear in this regard.

22. We request clarification on the facts regarding Ivan's website. Specifically, did the hyperlink located in the footer of the e-mail of 20 May 2025 lead directly to the website and allow access to the terms and conditions? It is stated that the hyperlink didn't directly lead to Royal's terms and conditions, but it isn't clear whether or not the hyperlink led to Royal's website. Case law shows that this can have an impact on the applicability of Royal's terms and conditions
The link directed to Royal's website.

23. Point 4 of the case notes that the link contained in the email did not lead directly to Royal's General Conditions. The case file does not, however, indicate the precise destination of said link. We thus request clarification on where the link led.
The link directed to Royal's website. See also Q22.

24. Whether the allegation that Tosca Mobili s.r.l. used "unethical wood" in the production of the furniture was found by Royal or felt by its coustomer's , or merely based on media reports?
The facts are clear in this regard.

25. What was Tosca's official or unofficial response in respect to allegations of unethical wood used by them?
The facts are clear in this regard.

26. Whether there exists any official investigation, regulatory finding, or certification decision confirming the use of unethical or non-sustainable wood by Tosca Mobili s.r.I.?
The facts are clear in this regard.

27. Are there two contracts between Royal and Tosca, one for the 6 tables and 6 cabinets and the other for 14 chairs and 6 sofas?
The provided facts accurately reflect what occurred and was communicated between the parties. See also Q49.

28. Does Tosca Mobili s.r.l. operate the Rotterdam warehouse as its own branch or establishment, or is the warehouse operated by a legally separate entity?
Tosca Mobili s.r.l. operates the Rotterdam warehouse itself.

29. Was the instruction to deliver 3 tables and 3 cabinets to Rijeka given solely by Ivan during the phone call of 30 July 2025, or was Tosca formally notified of this change in writing prior to delivery?
The facts are clear in this regard and accurately reflect what occurred and was communicated between the parties.

30. How heavily was Royal involved in the design and production process of the custom-made tables? Ivan's notes mention that they were "tailor made", does this mean that Royal provided a complete set of designs that required only manufacturing?
As the facts indicate, the design was provided by Royal.

31. During the phone call referenced in paragraph 10 of the case facts, did Maria and Ivan discuss any other contractual term or related issue beyond the partial change in the place of delivery?
The facts are clear in this regard. No other relevant issues were discussed, and Teams should refrain from arguing so.

32. Did Tosca produce the furniture with their own materials and the 14 chairs and 6 tables according to their own design?
The facts are clear in this regard. The tables and cabinets were tailor-made. See Q30.

33. Was the order for manufacture of the tables and cabinets and the payment for the chairs and sofas made between 24 May 2025 and 26 May 2025?
See Q57.

34. Did the carrier receive written instructions reflecting the change of delivery location to Rijeka, and if so, from whom were those instructions issued?
The facts of the case do not provide for this information.

35. Does Tosca permanently carry out business in at least one of the following countries: Austria, French, Denmark and the Netherlands?
The facts are clear in this regard. Furthermore, the court will not entertain arguments on the substance of specific trade practices or usages, whether national or international.

36. How many clicks were required for Maria from Tosca to find the standard terms starting from the website of Royals?
See Q59.

37. About the parties themselves, could we know a bit more about their positions on the market? What is the size of their businesses? Are they more medium-sized businesses or smaller? Second, regarding the relationship of the parties, was it the first time they met during that Fair in Milan or did the two businesses previously engage in transactions with one another? Are we allowed to make references to national law such as for the first-shot approach as per Bulgarian law?
Both Royal and Tosca can be qualified as belonging to the category of "small and medium sized" companies. They both have been operating successfully for several years in this market-segment. As such, the companies 'know' each other, but this is their first joint transaction. See Rule 17.4 of the Rules and Procedures.

38. Did Tosca itself organise or arrange the transport of the goods made available in Rotterdam, or was transport from Rotterdam entirely organised by or on behalf of Royal?
The facts are clear in this regard.

CHARACTERISATION:

39. Whether the present dispute is to be characterised as contractual or non-contractual in nature?
See Q40 and Q43.

40. As per paragraph 19 of the Moot Problem, Royal has filed a suit for breach of contract. Are participants expected to confine their claims and defences strictly to contractual liability, or are they also permitted to advance arguments based on non-contractual liability, such as misrepresentation or culpa in contrahendo under the Rome II Regulation?
How the claim is to be characterised is to be argued by the participating Teams, as long as they respect the facts of the case. See also Q43.

41. Do the parties agree that the claims against Tosca (sale of goods) and Swift (transport of goods) arise from two separate contracts governed by different legal frameworks?
See Q80.

42. Whether tort claims are included in either Swift's or Royal's plaint?
See Q43.

DAMAGES:

43. What is the nature of the 'damages' claim that Royal files against Swift in the Sofian Court (para 19(b))? Is it a contractual claim, non-contractual / tortious claim, or a claim under the CMR Convention, or alternatively, is its nature intentionally left ambiguous?
The claim filed against Swift is for the damage suffered as a consequence of the loss of / damage to the chairs and sofas in the amount of EUR 84,000 (for the calculation, see para. 17 of the case). No additional loss, such as for example consequential loss, is claimed as Royal did not suffer further loss.

44. Are the claims brought against Tosca and Swift based on a single and indivisible damage to the overall "project" or on separate damages, in particular distinguishing between issues relating to the origin and ethical compliance of the wood used in the furniture sold under the sale and damage resulting from the transport incident?
The facts of the case and description of the claims are sufficiently clear. See also Q40 and Q43.

45. In [19(b)] of the facts, are the damages that Royal is claiming against Swift in contract or in tort?
See Q43.

46. Whether Royal Furniture OOD has already paid damages to the Bulgarian yacht builder, or whether the damages claimed are only prospective?
Not yet paid, but the claim by the yacht builder is not in dispute.

47. What are the potential effects of the judgment to be rendered by the Dutch court in negative declaratory proceedings? In particular, can Royal obtain an award of damages in or as a consequence of such proceedings, initiated by Swift?
The question relates to the content of the arguments.

48. Could we get more information on whether the claims made in the court in Rotterdam and the court in Sofia concerns the same alleged damage?
The facts of the case are clear in this regard. The question relates to the content of the arguments. See Q43.

CONTRACTUAL MATTERS:

49. Did Ivan's acceptance email of 26 May 2025 („We accept your offer of price, payment and delivery terms") constitute acceptance of one unified contract containing two product categories with different governing terms, or two separate and independent contracts?

The question concerns a factual matter. The provided facts accurately reflect what occurred and was communicated between the parties.

50. Can the Court clarify whether either Royal or Tosca provided the other party with a PDF, attachment, or signed copy of their respective terms and conditions, or whether both sets of terms were merely accessible via hyperlinks to websites?
The facts of the case are clear in that regard.

51. Can the Court clarify whether the oral instruction to split delivery of the tables and cabinets between Rijeka (Croatia) and Sofia (Bulgaria) was subsequently confirmed in writing, or whether the arrangement remained purely oral?
The facts provided accurately reflect what occurred and was communicated between the parties. See also Q19.

52. Was the pick-up of the chairs and sofas in Rotterdam expressly agreed as part of the sales contract between Royal and Tosca, or was Rotterdam merely a logistical location chosen for practical reasons?
The facts of the case are clear in that regard.

53. For the tables and cabinets destined for Sofia and Rijeka, was Tosca obligated to undertake delivery to those destinations under the terms of the sales contract?
The facts of the case are clear in this regard.

54. Should the contractual relationship between Tosca and Royal be interpreted such that a single contract governs both sets of obligations (tables/cabinets and chairs/sofas), or two distinct contracts were formed (one for the tables/cabinets and another for the chairs/sofas)? Or both?
See Q49.

55. In which language were the General Terms and Conditions (TCs) available on the websites of Tosca and Royal? Were they available in English?
Yes, both were available in English.

56. When did Tosca receive the EUR 192.000 payment for the chairs and sofas?
See Q57.

57. Did Royal make the payment of EUR 192.000 for the chairs and sofas before or after Ivan Medvedov sent Maria Claro the e-mail of the 26th of May 2025?
Royal instructed its bank to transfer the amount of 192.000 before sending the email on 26 May 2025, though the amount was not credited in Tosca's account by the time Tosca received the email.

58. Did the hyperlink in the Royal's footer lead to the website of Royal from which the TCs were available, and were those TCs the only ones available?
That is correct. As stated in the facts, those GTCs were the only ones available. See also, Q23.

59. Upon clicking the hyperlink provided in Mr. Medvedov's email footer of 20 May 2025, how many clicks were required for Ms. Claro to access and download Royal's terms and conditions?

A couple of clicks were needed to access Royal's GTCs (one to the website and one to the GTCs).

60. Did the hyperlink provided in Ms. Claro's e-mail of 23 May 2025 lead directly to Tosca's terms and conditions or to a general website of Tosca from which the terms could be accessed by Royal?
The hyperlink was directly linked to GTCs of Tosca.

61. Was it possible to download, save, and print Tosca's terms and conditions via the hyperlink provided?
The facts of the case are clear in this regard.

62. What page does the hyperlink in Royal's email signature block lead to? Does it lead directly to a page where the terms and conditions can be downloaded?
See Q59.

63. Although this second sentence implies that the first sentence (places of jurisdiction) is not a part of the general terms and conditions per se, we are wondering whether the first sentence might still have been meant to be used in several cases, therefore making it a general terms and conditions-clause?
The facts are clear in this regard.

64. Is it within the rules of this Moot Court competition to use the national law in determining the outcome of the battle of forms, in particular when assessing whether a choice-of-law agreement and prorogation clause were validly concluded?
As stated in Rule 17.4, Teams are expected to plead only on private international law issues and are not allowed to address the content of the applicable national law.
See also Q4.

65. Should Tosca's terms and conditions be assumed to have been accessible in a manner allowing storage and reproduction before the conclusion of the contract?
The facts are clear in this regard.

66. Did Ivan (Royal Furniture) actually open and read Tosca's terms and conditions via the hyperlink provided in Maria's e-mail of 23 May 2025, or was access merely possible without actual consultation?
The facts are clear in this regard.

67. Did Royal and Tosca ever specify in their contract whether Sofia or Rijeka, or any other place, is the place of performance for their contract?
The facts are clear in this regard.

68. What is or was the nature of the contractual relationship between Royal and the unnamed Bulgarian yacht builder?
There are no particularities known about their contractual relationship.

69. Whether the contractual relationship involves an asymmetric consumer–trader relationship, and whether the seller can be said to have directed its commercial activities to the consumer's Member State within the meaning of Article 17(1)(c) of the Brussels I Recast Regulation?

The facts are clear in this regard.

70. Could the teams have access to the whole of Tosca's and Royal's terms and conditions?
There will be no access to a complete case file. Students should rely on the facts as stated.

71. Whether the requirement to comply with the "highest sustainable and ethical standards" formed part of the contractual obligations, or was only a pre-contractual representation?
The facts are clear in this regard.

72. Under the contract between Tosca and Royal for the order of the tables and cabinets, is Tosca responsible for the quality of the goods - the result of its activity - and its compliance with the contract or is it only responsible for the correct implementation in accordance with the Royal's instructions?
The facts are clear in this regard.

73. Were there previous contractual operations between Tosca and Royal?
The facts are clear in this regard.

74. Was the agreement of "producing and supplying the furniture in compliance with the highest sustainable and ethical standards" a legally binding contractual obligation, or was it a non-binding recommendation?
The facts are clear in this regard.

75. Was the oral agreement, to deliver part of the goods to Rijeka (Croatia) intended to modify the place of performance of the entire contract between Royal and Tosca?
The facts provided accurately reflect what occurred and were communicated between the parties. The legal effect, if any, of those facts are for the Teams to argue in accordance with the Rules.

76. According to the factual and procedural circumstances outline in the case, do the parties agree that neither of them expressly accepted the other's party general terms and conditions?
Relates to the content of the arguments. See also, Q37.

77. Should the email footers exchanged between Tosca and Royal be considered integral terms of their contract, or are they merely automated non-binding communications?
The provided facts accurately reflect what occurred and was communicated between the parties. The legal effect, if any, of those facts are for the Teams to argue in accordance with the Rules.

78. The agreement between Tosca and Royal for the provision of 6 tables and 6 cabinets and the manufacture of the 14 chairs and the 6 sofas are considered to be one agreement or there are two different agreements?
See Q49.

79. What is the nature of the contract between Royal and Tosca for chairs and sofas? Is it for the purposes of reselling or only a consumer contract?
See Q4 and Q69.

JOINDER/JOINED DEFENDANTS:

80. Should point 19 of the case be interpreted as meaning that both Respondents could be defendants in the same action, or, by contrast, that they are the subject of different claims only?
There are two actions initiated by Royal: one against Tosca and one against Swift.

81. Can these proceedings be deemed to be related in the sense of REGULATION (EU) No 1215/2012 Article 30 Point 3? Can they be heard and determined together?
Relates to the content of the arguments.

CONTRACT OF CARRIAGE/CMR:

82. What were the specific characteristics of the truck and the tarpaulin trailer used for the transport? Specifically, are the truck and the tarpaulin trailer permanently connected to each other?
Teams may assume that the vehicle falls within the definition of a vehicle under the CMR.

83. Can the Court confirm whether the instruction "not to leave the consignment unattended" was provided to Swift in writing prior to the conclusion of the carriage contract?
The instruction was provided as part of email communications that resulted in the contract of carriage between Royal and Swift.

84. Were the instructions given by Royal to Swift not to leave the merchandise in unsecured locations in writing (email, contract, CMR) or were they only verbal?
See Q83.

85. Was the instruction not to leave the consignment unattended part of the contract between Royal and Swift, or was it a unilateral instruction given outside the contractual terms?
See Q83.

86. Did Swift receive the consignment note within the meaning of Article 4 et seq. CMR?
A consignment note was made out and signed by sender and carrier.

87. In disputes arising out of an international carriage of goods by road, may parties invoke the jurisdictional provisions of the CMR Convention (in particular Art. 31) to found jurisdiction in a particular Contracting State, in priority to or in derogation of the Brussels I bis Regulation; or are questions of jurisdiction to be examined exclusively under the Brussels I bis framework, including Article 25 on choice-of-court agreements?
Relates to the content of the arguments.

88. Was Royal's care instruction to Swift „to not leave the consignment unattended at an unsecured parking place" a term incorporated into the written contract signed between

them? Or, alternatively, did it constitute a separate pre-contractual instruction communicated orally or by separate writing?
See Q83.

89. Has Royal timely sent Swift reservations giving indications of the loss or damage to the goods?
The answer should be given on the presumption that the requirement under Article 30 of the CMR concerning the indication of loss or damage was complied with.

90. On the consignment note issued by Tosca, was there any reference to a choice of law agreement and a choice of court agreement?
The consignment note did not contain a reference to a choice of law or choice of court agreement.

LETTER OF CREDIT:

91. What type of Letter of Credit is the one issued by the Bulgarian Trade Bank at Ivan's request?
The Letter of Credit issued was an irrevocable L/C, payable at sight.

92. Did the letter of credit issued by the Bulgarian Trade Bank have the condition of presenting a consignment note before paying Tosca? And if it happens to be the case, when was the consignment letter issued?
Yes, a transport document was part of the stipulated documents to be presented to the bank under the Letter of Credit.

LIS PENDENS:

93. At what precise moment does Royal's claim against Tosca become 'pending' for purposes of the lis pendens doctrine under Brussels I Recast: upon informal notification in August 2025 (as referenced in paragraph 13) or upon formal filing of proceedings on 26 August 2025 (as stated in paragraph 19)?
See Q94.

94. On what exact dates were the proceedings before the court of Rotterdam and the court of Sofia formally initiated, and which court was seised first?
The dates are given in the case:
    - *on 21 July 2025 Swift initiates proceedings against Royal;*
    - *on 26 August 2025 Royal initiates proceedings against Tosca and against Swift.*

SERVICE:

95. Did Swift take the steps what was required to take to have service effected on the defendant in the Rotterdam proceedings?
Teams may assume service was appropriately effected in all proceedings.

CHOICE OF COURT AGREEMENT:

96. Can the Court clarify whether the jurisdiction clause designating the courts of Sofia in the contract between Royal and Swift was contained in a separate framework agreement signed by both parties, or whether it appeared solely in the standard terms and conditions of the consignment note?
The facts are sufficiently clear and mention that the contract between Royal and Swift contained the jurisdiction selection clause and was signed by both parties. See Q100.

97. Whether the parties are signatories to the relevant Hague Convention on Choice of Court Agreements, and whether it governs the jurisdictional relationship between the parties?
Facts of case sufficiently clear. See also Q87.

98. Was the exclusive jurisdiction agreement between Royal and Swift individually negotiated, or did it form part of standard terms and conditions?
See also Q96 and 100.

99. Is the transportation contract between Royal and Swift valid? Is the choice of court clause perfect, and does it have formal and substantive validity under Regulation (EU) No 1215/2012 or CMR?
Relates to the content of the arguments.

100. Could you provide the exact text of the purported jurisdiction clause in the contract between Royal and Swift?
"All disputes arising out of or in connection with this agreement will be resolved by the competent court in Sofia, Bulgaria, to the exclusion of the jurisdiction of any other courts". See Q96.

101. In assessing whether Swift and Tosca validly agreed to a particular jurisdiction clause, can we rely on the relevant commercial practices and usages - whether deriving from national practice in Bulgaria and Italy or from the prevailing customs of the international trade sector in which the parties operate?
The court will not entertain arguments on the substance of specific trade practices or usages, whether national or international.

102. Were Swift and Tosca aware (or ought to have been aware) of the relevant practices and usages prevailing in Bulgaria and Italy and in the international trade sector in which they operate?
See also Q101.

103. Considering that in their first email Tosca mentioned a forum selection clause, designating either the court of Milan or that of place of performance, are these equally preferable options or is there a preference?
Relates to the content of the arguments.

ECONOMIC VALUE:

104. Can the Court confirm whether the economic value of the goods delivered to Rijeka and Sofia respectively was equal, namely three tables and three cabinets of equal value delivered to each location?
The facts are clear and indicate the prices of all goods.

105. Regarding the agreement for the tables and cabinets, could the OT provide details on the division of value?
The facts are clear in this regard. The question relates to the content of the argument.

INSOLVENCY:

106. Can the expression "not willing and able to reimburse Royal" (point 13 of the case) be interpreted as indicating possible insolvency of Tosca?
No insolvency proceedings have been opened against Tosca anywhere.

107. Have Tosca filed or attempted to file for insolvency due to not being able to meet the "claims from various counter-parties and was not willing and able to reimburse Royal" (Para 13)?
See Q106.

PRACTICAL QUESTIONS AND SUBMISSIONS OF ARGUMENTS:

108. Is it permissible to switch the order of the issues? If so, is it advisable to do so?
It is advisable to follow the order of the issues as stated. However, if the team feels that a different order will enhance the quality of the memorandum, they are welcome to follow their own assessment.

109. Will we get access to the entire case file or do we just take everything that has been said about the case as fact and undisputed between the parties?
There will be no access to a complete case file. Students should rely on the facts as stated.

110. When assessing the proceedings initiated by Swift in Rotterdam, should teams focus exclusively on jurisdictional issues under Brussels I bis, or may they also take into account the contractual conduct of the carrier (such as the breach of explicit safety instructions) when framing their arguments?
The case is clear in this regard.

111. We would like to confirm whether the intended structure of the written phase is the following:
– that the Applicant's memorial should address Royal's position in both proceedings (a) and (b), with arguments directed separately to Tosca and to Swift; and
– that the Respondent's memorial should likewise encompass the positions of both Tosca and Swift vis-à-vis Royal, while keeping distinct the relevant causes of action, jurisdictional issues, and substantive arguments.

In the memorial for the Applicant, teams should submit arguments regarding:

- *Royal's position concerning Tosca and Swift under a);*
- *Royal's position concerning Swift under b);*
- *Royal's position with regard to Tosca under c).*

In the memorial for Respondents, teams should submit arguments on behalf of:

- *Tosca under a) and c); and*
- *Swift under a) and b)*

Only one memorial for respondents is required. Even if there are two Respondents, the same page limit applies.

112. Given that there are two Respondents (Tosca and Swift), should we submit separate memorials and, in the positive, does the word count allow for 8 to 12 pages for each Respondent, or 8 to 12 pages, in general, for Tosca and Swift?
See Q111.

113. Regarding Question A, we seek guidance on the expected scope of the pleadings. Specifically, are we required to formulate arguments with respect to Swift as well, or should the arguments focus exclusively on Tosca and Royal?
See Q111.

114. How is our Memorial for the Respondent supposed to look like, based on point 13.1, section VI. Written phase of the PAX Moot Court Rules? Are we required to submit one Memorial for each Respondent separately, or should they both answer separately in their own Memorials? Or should we act as their legal representatives to write one Memorial for both of them?
See Q111.

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