Review for LPP/SCM 459 Midterm Exam

Ch. 1 – Intro to International Business – Risks and Legal Concerns

Ch. 2 – Intro to International Law –Characteristics of Int. Law and differences from Domestic Law

Ch. 3 – International Dispute Resolution – Litigation and Arbitration

1. Arbitration:
2. Scherk v. Alberto Culver – courts will enforce agts to arbitrate in international contracts
3. Enforcement of Arbitration Awards – 1958 NY Convention
4. Litigation:
5. Jurisdiction: Asahi Metal Ind. V. Superior Court – minimum contacts necessary

GMAC v. Raju – internet may provide minimum contacts for jurisdiction

2. Choice of Forum: Iragorri v. UTC – forum non conveniens

M/S Bremen v. Zapata Offshore Co – court will generally enforce forum choice

1. Choice of Law: Finnish Fur Sales v. Juliette Shulof Furs – will enforce choice of law if sufficient connection and no violation of fundamental policy
2. Enforcement of Judgment – collecting foreign money judgments

Ch.4 – International Sales Contract Law

1. CISG: principles and obligations
2. Application of CISG – Asante Tech. v. PMC Sierra
3. Formation of Contracts – Solae, LLC v. Hershey Canada, Inc.
4. Implied Warranties –TeeVee Toons, Inc. v. Gerhard Schubert GMBH – warranties under CISG
5. Fundamental Breach – Buyer’s duty to inspect and give notice – Chicago Prime Packers, Inc. v. Northam Food Trading Co.
6. Remedies for Breach – Delchi Carrier v. Rotorex – damages for breach
7. Excuses for Nonperformance – Force Majeure – Harriscom Svenska v. Harris Corp.

Ch.5 – Documentary Sales – Execution of International Sales Contracts

1. Delivery Risk
2. B/L as negotiable instrument of title
3. Banques des Depots v. Ferroligas - holder in good faith assumes clear title
4. Rights and Responsibilities of Parties
5. Biddell Bros. v. E. Clemens Horst - no right of inspection if not included in contract terms
6. Basse and Selve v. Bank of Australiasia – bank only responsible for checking documents
7. Allocation of Risk and Cost of Transport – INCO Terms
8. St. Paul Guardian Ins. V. Neuromed Medical Systems – passage of risk separate from passage of title under INCO terms
9. Kumar Corp. v. Napal Lines – varying terms inconsistent with INCO terms; failure to get insurance under CIF makes seller self-insurer

Ch. 7 – Letters of Credit and Financial Arrangements – Payment Risk

1. L/C – Payment Risk – roles and requirements of parties
2. Independence principle: Maurice O’Meara Co. v. Nat. Park Bank on NY - bank only deals with documents
3. Sztejn v. J. Henry Schroder Banking Corp. – exception to independence principle for fraud by parties
4. limit to exception – only for fraud in execution by party to contract
5. Role of Banks under L/C
6. Courtaulds North America v. N.C. Nat. Bank – bank has no obligation to go beyond examination of required documents
7. Effect of discrepancies in documents under L/C
8. Standby L/C – American Bell Int. v. Islamic Rep. of Iran – bank refused to enjoin payment under standby L/C

Ch. 6 – Liability of Carriers

1. Carrier Liability
2. Bailment – liability for misdelivery if deliver to party without B/L
3. Air Travel – Warsaw Convention as modified by Montreal Convention
   1. El Al Israel Airlines v. Tseng – Warsaw Convention is exclusive remedy for personal injury claims against air carriers
   2. Olympic Airways v. Husain – accident, “unexpected or unusual event”
4. Carriage of Goods by Sea Act
5. Limits on liability and specific exclusions from liability
6. J. Gerber & Co. v. S.S. Sabine Howaldt – perils of the sea not carrier responsibility
7. Westway Coffee Corp. v. M.V. Netuno – carrier liability for cargo shortage
8. Z.K. Marine v. M/V Archigetis – limited liability for customary freight unit or package – unless parties contract for higher coverage
9. Prima U.S. Inc. v. Panalpina – Freight forwarder not liable for cargo during shipment
10. Insurance
11. Types of Coverage – General Average and Partial Average Losses
12. Specific clauses and exclusions from coverage – Shaver Trans. v. The Travelers Indemnity Co.