

Disclaimer: Template does not constitute any form of legal advice, and the User is at all times encouraged to request external specific legal advice in respect of the execution of legal documents.

계약서 템플릿 이용관련 안내: 본 웹페이지에서 게시된 계약서(International Long Term Sales Agreement) 템플릿은 국제거래 및 영문계약에 대한 일반적인 이해를 돋기 위한 참고용 예시로 제공되는 것입니다. 이는 법률적인 자문이 아니며 실제 계약 체결 전, 반드시 해당 거래관련 법무 담당자 또는 전문가의 검토 및 법적 자문을 받으시길 바랍니다.

ARBITRATION AGREEMENT

WHEREAS (“First Party”) and (“Second Party”) entered into a on relating to (“Contract”);

WHEREAS, pursuant to the Contract, a dispute has arisen between the Parties which they have been unable to resolve through mutual negotiation (“Dispute”);

WHEREAS, the Parties have mutually agreed to refer the dispute to arbitration for settlement and now enter into this Arbitration Agreement (“Agreement”) for the purpose of stating the terms of reference for the arbitration.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the Parties hereto, they covenant and agree with each other as follows:

1. RELATIONSHIP BETWEEN PARTIES

The Parties are independent to one another and nothing in this Agreement shall create any relationship which could be construed as employment, partnership, joint venture, agency or distributor between them.

2. BASIS OF ARBITRATION

The parties Agree that: (a) the arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association (“Rules”); (b) the Rules are deemed incorporated into this Agreement by reference; and (c) the Arbitration shall be conducted on a confidential basis and no matter relating to it shall be disclosed by the Parties to any persons or entities without the express written consent of the other Party, including the findings and awards made by the Arbitrator. A breach of the duty of confidentiality prior to the Arbitrator’s findings will entitle the injured Party to terminate this Agreement.

3. MUTUALLY AGREED FACTS

The facts of the Dispute as mutually agreed between the Parties (“Agreed Facts”) are [Placeholder: Describe the facts the Parties agree on in detail and clearly].

4. ADDITIONAL FACTS OF THE FIRST PARTY

The First Party adds the following additional claims and remarks to the Agreed Facts and which additional claims are disputed by the Second Party:

[Placeholder: Describe the facts the First Party claims in detail and clearly]

5. ADDITIONAL FACTS OF THE SECOND PARTY

The Second Party adds the following additional claims and remarks to the Agreed Facts and which additional claims are disputed by the First Party:

[Placeholder: Describe the facts the First Party claims in detail and clearly]

6. THE ARBITRATOR

The Parties mutually agree that the following shall act as the sole arbitrator of the Dispute:

Arbitrator Name: (“**Arbitrator**”)

Arbitrator Address:

Arbitrator Phone No.:

The Parties confirm that: (a) the Arbitrator is a person independent to them and they have not previously had any dealings with the Arbitrator, directly or indirectly; and (b) the Arbitrator has consented in writing to be appointed in such capacity.

7. NO THIRD PARTIES

With the exception of any witnesses that the Arbitrator may require to interview, in person (including video) or by written statement, no other Party shall be a part of or included in the Arbitration proceedings unless the Parties consent in writing.

8. TERMS OF REFERENCE

The terms of reference (“**Terms**”) mutually agreed by the Parties for the Arbitration and the Arbitrator are (a) the Arbitration shall be conducted in ; (b) the Arbitration shall be conducted according to Federal laws and the laws of the State of ; (c) the proceedings may be in person, in writing or by video as the circumstances require or allow; (d) the Arbitrator shall resolve the Dispute based solely on the facts stated by the Parties and such other facts Arbitrator secures directly related to the Dispute; (e) the findings of the Arbitrator shall be consistent with the intent of the Parties for the disputed Contract; (f) the Arbitrator shall not make any interpretations or conclusions of the law but shall use the law for guidance for the purpose of finding a settlement to the dispute; (g) the Arbitrator shall not have any ex parte contacts with the Parties and, except with consent of the Parties, witnesses outside of the Arbitration proceedings; (h) the Arbitrator shall not have the power to alter the terms of the Contract or any part thereof; (i) in giving the findings, the Arbitrator shall give an explanation of the findings and any award and the effects of the findings and award on the Parties; and (j) where there is any conflict between Federal and State laws, the Arbitrator shall give priority to Federal law.

9. PRE-HEARING CONFERENCE

The Arbitrator shall hold a pre-hearing conference(s) for the purpose of collecting additional facts or for seeking clarifications from the Parties and the Parties agree to attend such conference(s). The pre-hearing conference(s) may be conducted in person, in writing or by video and Parties must be given a written notice of not less than 14 days. The Arbitrator may only raise matters directly related to the Dispute. If a Party disputes a matter raised at a pre-hearing conference, the Arbitrator may make a ruling on it.

10. WAIVER TO JURY TRIAL

The Parties expressly agree to waive their right to a Jury Trial in respect of the Dispute. This Clause shall not apply, if at the execution of this Agreement: (a) A Party was aware of material facts to the Dispute and such facts were not disclosed to the other Party; and

(b) to any material facts which were reasonably unknown to both the Parties and there was no reasonable means for them to discover such.

11. THE HEARING

The Hearing shall take place in , as agreed between both the Parties and shall take place not later than from the Effective date. The Parties and/or their legal representatives shall attend the Hearing.

12. FINDINGS OF THE ARBITRATOR

The Parties expressly agree that the findings of the Arbitrator shall be binding and enforceable on them for all purposes and they agree to be bound by such findings. Each Party enters into this Agreement solely on the promise and consideration of the other Party to be so bound by the decision of the Arbitrator. Any award made by the Arbitrator shall be settled by the relevant Party within days.

13. ENTIRE AGREEMENT

This Agreement set out the entire agreement and understanding between the Parties relating to the subject matter of this Agreement, and there are no other conditions, promises, representations or undertakings between them, whether oral or written.

14. SEVERABILITY AND INVALIDATION

The Parties agree that (a) if any provision of this Agreement is determined to be invalid or unenforceable for any reason, the remaining provisions shall be unaffected and shall continue to be valid and enforceable; and (b) a failure by one or both Parties to uphold any term of the Agreement shall not constitute a waiver or cancellation of any other terms of the Agreement or the Agreement itself.

15. DURATION

This Agreement continues in full force and effect: (a) for so long as the Contract subsists; (b) settlement of the Dispute between the Parties; or (c) the findings and award of the Arbitrator.

16. AMENDMENT

This Agreement may only be amended by mutual agreement of the Parties in writing.

17. WAIVERS

A waiver of a breach of any term of this Agreement or of a default by any Party shall not constitute or be deemed to be a waiver of any other breach or default that may already have occurred, or which may occur. Unless consideration has been received, any such waiver shall not preclude the Party making the waiver from subsequently requiring compliance with the waived obligation or default.

18. DELAYS, INDULGENCES AND OMISSIONS

A delay or indulgence or omission in exercising any right, power or remedy shall not be construed as a waiver.

19. NOTICES

Any notice pursuant to this Agreement shall be in writing and may be sent by: (a) regular mail to the other Party at the address stated in this Agreement and shall be effective 2

days from the date of dispatch; or (b) if permitted in the jurisdiction, by email or other means of written/printed digital means of communication and such notice shall be deemed to be effective 24 hours after dispatch.

20. SUCCESSORS

The provisions of this Agreement shall be binding on and inure for the benefit of the Parties and their respective successors and assigns and legal representatives.

21. COSTS

The parties agree that they shall: (a) each bear the cost of their own Attorney; (b) the cost of the court reporter, if they request for one; and (c) all other costs of the Arbitration shall be shared equally between them.

22. SANCTIONS

The Arbitrator may impose sanctions against either any of the Parties or their representatives if they fail to comply with any terms and conditions of this Agreement.

23. APPLICABLE LAW

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with Federal laws and the laws of the State of and subject to the exclusive jurisdiction of the federal and state courts located in , . In cases of conflict between Federal and State laws, Federal laws shall prevail.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement by both Parties personally or by their duly authorized officer (as appropriate), as of (“**Effective Date**”).

(The First Party)
Name of the First Party

(The Second Party)
Name of the Second Party

Name :
Title :

Name :
Title :