

## **BTX3110 Assessment Task 2: International Sales Law Case**

### **Abbotsford Bike Shop and Sunny Two-Wheel Specialists**

**Task Overview:** You have been provided with the following:

- 1) factual scenario and details of an order by Abbotsford Bike Shop (ABS) for customised scooters
- 2) email correspondence between ABS and Sunny Two-Wheel Specialist (STS)
- 3) product specifications
- 4) contract of sale
- 5) Bill of Lading
- 6) workshop report

In this scenario you are Ash, the CEO of the Abbotsford Bike Shop.

You have returned from a period of leave to find that issues have emerged with the goods under an international sales contract that you negotiated with STS prior to taking leave. While you have every confidence in your team, you realise that you have neglected the development of their understanding of the legal framework that exists around international sales. You have considerable experience in international sales. Most of ABS' stock is imported from overseas manufacturers and you have made good use of the knowledge and skills you acquired in an international trade law course as part of your business degree. You decide to use the unfortunate events around ABS' contract with STS as a teachable moment: An opportunity to introduce your team to the rights, responsibilities and remedies of buyers and sellers in international sales contracts as they apply in this specific scenario. Your task is to prepare a document for the ABS managerial team for these purposes.

The document you prepare should,

- Identify the legal issues that are raised by the facts and explain what the rights and obligations of ABS and STS are in this scenario
- Explain what remedies are available and what remedies it would have been most appropriate and valuable to have asked for

When explaining ABS' rights and obligations and possible remedies, be sure to consider what arguments STS would make and how STS' rights and obligations would affect the outcome.

You only need to explain and discuss ABS and STS' rights and obligations under the Contract of Sale. That is to say, you do not need to discuss liability of the carrier, but you should identify the plaintiff in any future action against the carrier.

**Due date: Friday, Week 9, 5pm** (submit via Moodle)

**Weight:** This task will be marked out of 30, and is worth 30% of your final grade.

**Word length:** 1500 words (+/- 10%) (excluding title page, table of contents and references).

**Note:** If working in a group, both group members' names must be clearly printed on your report.

## Additional Information

### Additional Information

#### Referencing

You can use any system of referencing, just be consistent. As noted in the FAQs in the Task Instructions it is essential that you include the legal authority for your claims. In other words, make sure you source the law/obligation you are applying. Often, this will be the CISG, for example. But it may also be a contractual term or a term from the relevant Incoterm. You can identify the legal authority either in the body of your text or by inserting the legal authority as a reference in brackets:

#### *In text examples*

“...Article 25 defines fundamental breach to mean...”

“...In a similar case, insert case name/identifier here, the fact that the goods were not suitable for the buyer to sell on to their high-end customers, meant that the buyer had been substantially deprived of what they were entitled to expect...”

#### *Reference examples*

“...The next question to be addressed is whether the breach amounts to a *fundamental* breach (Article 25 CISG).”

“...In at least one case where the buyer could not sell on the supplied goods to their own customers due to the customers' specialised 'high end' demands, the buyer was found to have suffered substantial deprivation (case name and year, or case identifier in brackets as a reference).”

In all four instances, the full title of the CISG or full name/id of the case needs to be included in the reference list/bibliography.

#### Word Count

1500 (exclusive of Table of Contents, References). There is a 10% allowance on the word limit. i.e. You will not be penalised if you go over 1500 by less than 10%.

#### Use of Headings

You can use headings. These can be an effective way to signal structure and define what it is you are talking about. When using headings, think about how they might be useful. A generic heading ‘Discussion of issues’ is not especially helpful compared to a headings that indicate what the main issues are. For example, if you were writing out a response to the Cathy’s wine problem from week 4 and 5, you might use the following headings in your main discussion of the issues such as

- A. Is there late delivery?
- B. Is the sparkling wine conforming goods?
- C. Has Cathy fulfilled her obligations to inspect the goods?

These headings helpfully indicate exactly what it is that you will be discussing under each heading.

## 1) Factual Scenario

### Factual Scenario

Abbotsford Bike Shop (ABS) is a family run business that has four stores in the northern and eastern suburbs of Melbourne. It specializes in adult bikes for the 'city commuter' and bikes for serious road, track and trail riders. The company employs 22 staff and has an annual revenue of \$6 million. Ash Watts, ABS' CEO, noted that sales of scooters soared during the Melbourne lockdown as people sought new ways to get around their 5k bubble and explore their neighbourhoods. Thinking the scooters would only increase in popularity post-lockdown, Ash decided that ABS should introduce an adult foldable commuter scooter to its range.

After some online research and assistance from an import sourcer specializing in products from China, Ash located a manufacturer and exporter of scooters in Zhejiang: Sunny Two-Wheel Specialists (STS). Following preliminary enquiries, STS sent ABS two samples of its top-range adult model scooter (LK-56NN) and the product statement of full technical specifications.

Ash's team reviewed the scooters over a period of 3 weeks and were happy with the design and quality of the samples sent. The team designed two colour schemes and identified a number of key changes to the scooters that were required to ensure the scooter suited the Australian market. The technical customizations ABS required were i) an increase in the area of the footboard to make it 10mm wider and 20mm longer, and ii) an extension of the max height of the extendable handlebars by 20mm. The ABS team's review also identified a number of Australian regulations governing the sale of scooters that any imported product would have to satisfy. There were:

- adult scooters offered for sale in Australia must have a maximum load bearing weight of not less than 100kg and this be clearly identified on the scooter (a label/sticker is acceptable). The team noted that the maximum load bearing of the supplied samples was 125kg, as specified in the product statement.
- comprehensible instructions and safety warnings must be provided at point of sale (those included with the sample models were in Dutch).

On 1 June 2021, Sunny Xiao, the director of STS, and Ash Watts held a tele-conference to go over ABS' specific requests. On that call, Sunny confirmed that the units could be made in the colour schemes and with the customizations requested by ABS. Sunny reassured Ash that they had made similar changes to the handlebar height and footboard area on models just shipped to the US. Additionally, Ash raised the Australian regulatory requirements with Sunny, and Sunny assured Ash that the labelling, warnings and instructions STS would provide would comply with Australian regulations. Sunny provided Ash with an updated unit price [an increase from AUD \$41 (CIP) Port of Melbourne to AUD \$50 (CIP) Port of Melbourne] to reflect the production of the customized models and Ash agreed, in principle, that ABS would provide a 40% advance payment of the total purchase price.

## 1) Factual Scenario

Subsequently, Masaki Kovac, senior manager at ABS, sent an order form through to STS for "3000 units Model LK-56NN". On the form, Masaki itemized, in the appropriate place, the required customizations as follows:

1. 1500 units anthracite grey with yellow trim
2. 1500 units matt black with red trim
3. Increase of footboard area on all units by 10mm wide and 20mm length
4. Increase of extendable handlebar maximum height on all units by 20mm
5. Sticker indicating maximum load bear on handlebar stem of all units
6. Instructions and safety warnings in English
7. Product must conform to all specified customizations above

Within 24 hours, ABS received an email acknowledging the order (#3865). Attached to the email was also a copy of a Contract of Sale, with a request that an authorized representative of ABS sign, date and return it. The email also explained that STS would begin work on the customized order only once it had received the signed contract and the advance payment as agreed. Ash found the contract terms to be reflective of the pre-contractual discussions held with Sunny, so signed and returned the contract the next day. Ash also arranged to transfer 40% of the total contract price.

Almost three weeks later ABS received notification from STS that the goods were ready and would be shipped in five days. Shortly thereafter, ABS received the Bill of Lading [attached] and Ash organised to transfer the remaining amount of the purchase price to STS. The containers were released from the Port of Melbourne on 9 July and it was then that the problems began. These problems are detailed in the emails exchanged between ABS and STS.

## 2) Email Correspondence between ABS and STS

From: [Ash.watts@ABS.com](mailto:Ash.watts@ABS.com)  
To: [Sunny.Xiao@STS.com.ch](mailto:Sunny.Xiao@STS.com.ch)  
CC: [Masaki.Kovac@ABS.com.au](mailto:Masaki.Kovac@ABS.com.au)  
Sent: Friday 9 July 2021, 4.20pm

Dear Sunny,

I hope you are well. The shipment arrived today and is en route to our premises. Unfortunately, only one container arrived. According to your packing list, this container contains 1680 scooters. Our enquiries into the whereabouts of the second container have been fruitless, could you please follow up and let us know when the second container will arrive.

Unfortunately, I have to take leave to attend to a close relative who is seriously ill. I am unlikely to be contactable for the next 6-8 weeks. I will leave you in the capable hands of my manager, Masaki Kovac.

Best wishes  
Ash

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From: [Masaki.Kovac@ABS.com.au](mailto:Masaki.Kovac@ABS.com.au)  
To: [Sunny.Xiao@STS.com.ch](mailto:Sunny.Xiao@STS.com.ch)  
Sent: Monday 13 July 2021

Dear Mr Xiao,

We have unloaded and conducted inspections of the 1680 scooters that have arrived. Unfortunately, we have detected the following problems:

- According to the packing list and markings on the boxes, 1200 are anthracite grey/yellow and 480 are black/red. Can you please advise when the shortfall in delivery will be rectified.
- Screws on preassembled parts of red/black scooter are loose, not even hand tightened.
- We have opened random boxes containing scooters to properly inspect (20). Not all boxes inspected contained necessary assembly tools and instructions. And, where instructions were included, these are not written in English, but are pictograms.
- Sticker indicating maximum weight load states 100kg, not 125kg as offered and agreed

Please advise on how you wish to rectify these issues.

Best wishes

Masaki  
Masaki Kovac  
Manager, ABS

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From: [Sunny.Xiao@STS.com.ch](mailto:Sunny.Xiao@STS.com.ch)  
To: [Masaki.Kovac@ABS.com.au](mailto:Masaki.Kovac@ABS.com.au)  
Sent: Tuesday 14 July 2021

Dear Masaki

## 2) Email Correspondence between ABS and STS

We will send additional tool kits immediately. These will arrive in 5-10 days. We suggest that the instructions and warnings are in universal language and are compliant with Australian regulations. Also, we understand that the weight bearing sticker is compliant. Please note that the correct weight bear for this product is 125kg. Please see technical specifications supplied with each scooter.

Please accept our apologies for the inconvenience. As a sign of good faith and your value as a customer, we suggest a discount of 10% on total purchase price.

Best wishes  
Sunny

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From: [Masaki.Kovac@ABS.com.au](mailto:Masaki.Kovac@ABS.com.au)  
To: [Sunny.Xiao@STS.com.ch](mailto:Sunny.Xiao@STS.com.ch)  
Sent: Monday 23 July 2021

Dear Sunny,

- I'm afraid a further issue has emerged with the scooters. The handlebar maximum adjustable height has been extended as we requested. However, the buckle locking mechanism appears to be deficient. Should this mechanism fail it poses serious risk of injury. Our workshop has inspected the locking mechanism and concluded that a sub-standard part (pin) has been used. This problem appears to affect approximately 55% of scooters supplied. Please see attached report. We have determined that we have to recall these scooters for customer safety, offering a full refund. Fortunately, we sold only 3 units and they have all been returned. Like our customers, we have lost confidence in the safety and quality of this product. We cannot continue to sell these scooters to our customers. We have suffered significant reputational damage.
- On the basis of this new problem as well as the existing defects in the product, and the unremedied shortfall in delivery, we hereby notify you that we reject all the Goods and withdraw from the sales contract.
- The unsold scooters, and those returned by customers as part of our product recall, are available at our warehouse for collection at your convenience.

To be clear, we reject the goods and ask for the following compensation

1. refund of the purchase price paid to you in the amount of 50 AUD per unit
2. our lost profit margin of AUD 55 per unit
3. the inconvenience of delay of total AUD 5000

Given that we have already paid for all of the goods, we request that you address our damages according to point 1 above (refund of purchase price) at your earliest convenience and not later than 31 July 2021. I have sent through our account details separately.

We reserve the right to claim further damages.

Best wishes  
Masaki

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From: [Sunny.Xiao@STS.com.ch](mailto:Sunny.Xiao@STS.com.ch)  
To: [Masaki.Kovac@ABS.com.au](mailto:Masaki.Kovac@ABS.com.au)

## 2) Email Correspondence between ABS and STS

Sent: Tuesday 25 July 2021

Dear Masaki

We would like to send our representative to inspect the goods. We have arranged for someone to come either tomorrow or the next day to the Stawell Street address. Please advise as soon as you can.

Best wishes  
Sunny

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From: [Sunny.Xiao@STS.com.ch](mailto:Sunny.Xiao@STS.com.ch)  
To: [Masaki.Kovac@ABS.com.au](mailto:Masaki.Kovac@ABS.com.au)  
Sent: 4 August 2021

Dear Masaki

Thank you for agreeing to our representative's inspection of the goods so promptly. Our representative inspected the goods at your Stawell Street premises on 28 July, with your sales executive, Josh De Longhi, present. During this inspection we did not find any boxes without instructions or tools (random boxes were opened), or with evidence of 'loose screws, not even hand tightened' as per your complaint. In our opinion, the delivered products are OK. Additionally, as the products are 125kg weight bearing, we can supply updated stickers. In any event, we consider that these problems were resolved as per our earlier email exchange.

We acknowledge that the scooters use a pin in the locking mechanisms designed for our children's scooters that varies from our standard pin used for adult scooters (Grade 10.9). Our investigation suggests that an error on our production line means that the wrong pin was used. However, this pin is compliant with Australian safety requirements (strength rating of Grade 8, minimum required in Australia for adult and children scooter) and is perfectly safe. While this pin is still compliant with safety requirements, the pin is easily replaced at point of sale if you prefer. We can supply 480 Grade 10.9 pins at no cost to you and suggest that the existing reduction in price we have offered is sufficient. We will process a refund to represent this discount.

As a courtesy, we investigated what happened to the second container. The carrier reports that the container was either mistakenly unloaded en route to Melbourne, perhaps at Port Klang in Malaysia, or it may have fallen overboard when encountering extremely rough seas and weather outside of Port Klang en route to Melbourne. We suggest that you follow up with the carrier at your earliest convenience.

To be clear, we do not accept your demand for full refund or rejection of all goods.

Best wishes  
Sunny

### 3) Product Specifications as Provided by Sunny Two-Wheel Specialists with Sample Models



#### **LK-56NN: Foldable Adult Scooter Product Specifications**

Handlebar tube/ deck: Carbon-Steel alloy  
Handlebars: Adjustable height 900mm - 98mm, folding  
Grips: Foam  
Folding Downtube  
Brake: Rear Wheel, disc brake  
Colours: full range available / customization  
Deck (footboard) length and width: 400mm x 85mm  
Weight: 5 kg  
Max Load: 125Kg  
Size unfolded: 1046mm x 430 x 1180  
Size folded: 1046 mm x 430 mm x 480  
Tyres: 20mm (inflated)  
Tensile strength of all metal (and metal composite) parts, inclusive of handlebar tube, bolts, pins etc: Grade 10.9

Lead time: 15 - 30 days (depends on customisation)

Units per export carton: 4

Export carton weight: 21 kg

Export carton dimensions: 2300 x 900 x 1000

Product customization: footboard, handlebars, trim, accessories, colour



#### 4) Contract of Sale with STS, signed and returned to STS

The **Contract of Sale** (this Agreement) is entered into on the **3 June 2021**. Under this Agreement

'**The Seller**', Sunny Two-Wheel Specialists, Changfeng Rd, Xiaoshan District, Hangzhou, Zhejiang, China, Agrees to sell to '**The Buyer**', Abbotsford Bike Shop, 159 Stawell Street, Abbotsford 3067, Australia, '**The Goods**', being the products referred to in Order for Seafreight #3865 and subject to the special terms as agreed between the Buyer and the Seller below and The Seller's standard terms and conditions.

#### Price and Payment

The Buyer will pay to the Seller for the goods and all obligations specified in this Agreement, the full and complete purchase price of AUD \$50 per piece CIP (Port of Melbourne)

The Buyer agrees to pay 40% of total purchase price in advance by electronic transfer of funds to the Seller's nominated account: Sunny Two-Wheel Specialist, Acc no. 123456789101213, Bank of China, Zhejiang Branch 321 FengQi Road, Hangzhou 31103, Zhejiang Province, China BKCHCNBJ10

The Buyer agrees to pay the remaining purchase price by electronic transfer to the Seller's nominated account within 30 days of the receipt of the Bill of Lading.

#### Delivery

The Seller agrees to ship the goods within 10 weeks of receipt of advance payment. Goods will be shipped from Ningbo, China to Melbourne, Australia. Please note shipping from Ningbo to Melbourne can take 3 weeks or more.

The Goods are sold on CIP Incoterm

### Standard Terms

**Seller Representations and Warranties:** The Seller warrants that the goods are free, and at the time of delivery will be free, from any security interest or other lien or encumbrance. The Seller warrants that there are no outstanding titles or claims of title hostile to the rights of the Seller in the Goods.

**Documents:** The Seller will provide the following documents:

Transport document: Bill of Lading

Commercial Invoice: Yes

Packing list: Yes Insurance

Document: Yes Certificate

of Origin: Yes Certificate of

Inspection: No

**Cancellation:** The Buyer agrees that orders for customised Goods cannot be cancelled or varied following advance payment.

**Inspection and Delivery:** The Buyer may arrange pre-shipment inspection at own cost. The Seller agrees to notify the Buyer within a reasonable time before shipment that the goods are ready for inspection.

The Buyer shall inspect the Goods once received and shall do so within 3 days after receipt of the Goods. In the event that the Buyer discovers any damages, shortages or other non-conformance of the Goods, the

#### 4) Contract of Sale with STS, signed and returned to STS

Buyer shall notify the Seller within 5 days after the receipt of the Goods or the date when the Buyer discovers or ought to have discovered the lack of conformity. The notification must specify the basis of the damage, shortage or non-conformance.

All reference to trade terms (eg. FOB, CIF etc) are references to the ICC Incoterms and the version applicable as at the date of the contract.

**Conformity of Goods:** Goods will be deemed to conform to the Contract despite minor discrepancies which are usual in the particular trade or through course of dealing between the parties, but the Buyer may claim abatement of price as is usual in the trade or through course of dealing with such discrepancies.

**Force Majeure:** The Seller shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Seller's reasonable control.

**Limitation of Liability:** The Seller's liability for lack of conformity of the goods shall be limited to proven loss not exceeding 120% of the contract price.

The Seller's liability for delay in production and shipment of the goods, shall be limited to damages equal to 0.5% or such other percentage as may be agreed of the price of those goods for each complete week of delay, provided the Buyer notifies the Seller of the delay. Where the Buyer so notifies the Seller within 15 days from the agreed date of delivery, damages will run from the agreed date of delivery or from the last day within the agreed period of delivery. Where the Buyer so notifies the Seller after 15 days of the agreed date of delivery, damages will run from the date of the notice.

**Amendments:** No amendment to this Agreement will be effective unless it is in writing and signed by both the Seller and the Buyer.

**Governing Law:** The terms of this Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China. For the sake of clarity, the parties agree that the United Nations Convention on International Contracts for the Sale of Goods shall apply to this contract.

**Dispute:** In the event that there is a dispute arising from this Agreement it shall be resolved through binding arbitration. Binding arbitration shall be conducted in accordance with the rules China International Economic and Trade Arbitration Commission (CIETAC).

5) Bill of Lading received by ABS

Code Name: "COMBICONBILL"  
 Shipper Sunny Two Wheel Specialists  
 Changfeng Road, Xiaoshan District,  
 Hangzhou, Zhejiang, China



EGLV  
 B/L No. 1429011  
 PQ3210009

Reference No.

Negotiable  
 COMBINED TRANSPORT BILL OF LADING  
 Revised 1995

**FREIGHT SERVICES  
 CHINA**

Consigned to Abbottsford Bike Shop  
 159 Stawell Street, Abbotsford,  
 3067, Victoria, Australia

AS ABOVE

Notify party/address CTC: Masaki Allen  
 Tel: 9453 0001  
 Email: Masaki@ABS.com.au

Ningbo

Place of receipt

Ocean Vessel Port of loading Ningbo

Port of discharge Melbourne Place of delivery Melbourne Freight payable Ningbo

Number of original Bills of Lading

Marks and Nos. Quantity and description of goods Gross weight, kg, Measurement, m<sup>3</sup>

**Container Nos**

ASDU1234567 / 2 x 40' CONTAINER STC 9215KG  
 ASDU 1234568

STC Adult kick scooter LK- 78.98M3  
 56NN

**Seal Nos**

982314 / 98427 FREIGHT PREPAID

Particulars above declared by Shipper

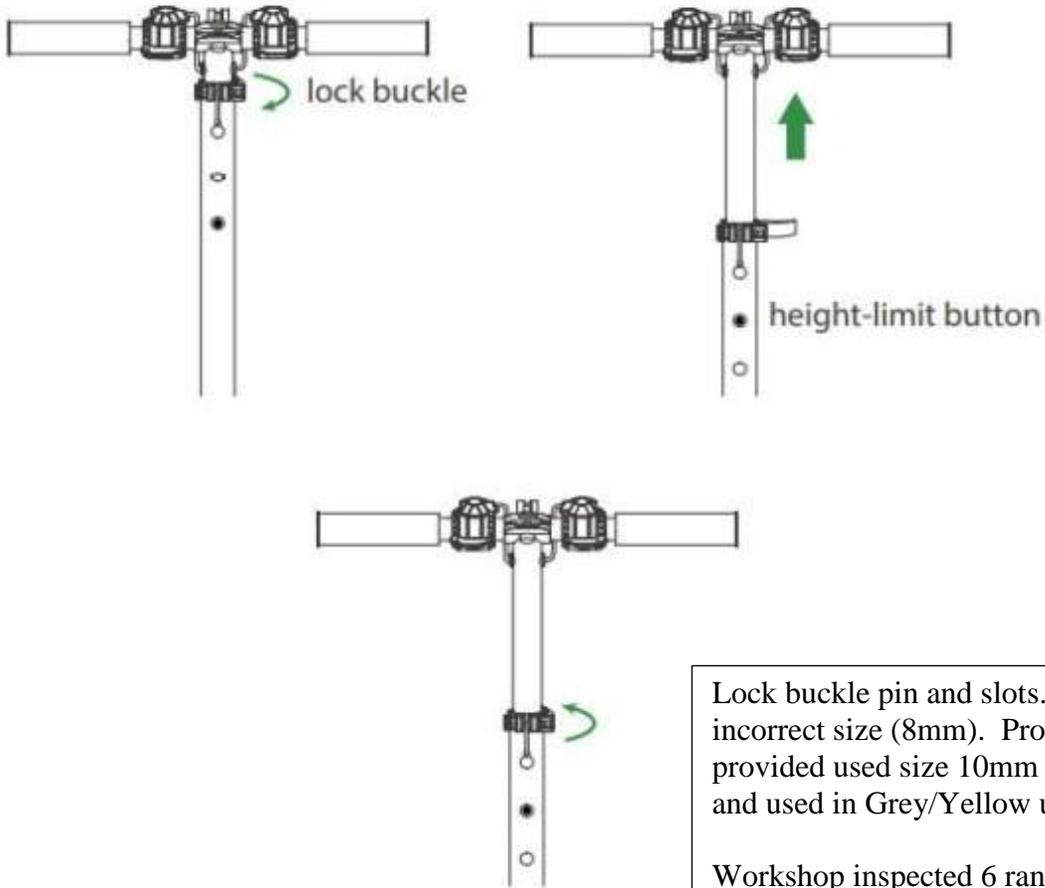
<p>Freight and charges</p> <p>AS ABOVE</p>	<p>RECEIVED the goods in apparent good order and condition and, as far as ascertained by reasonable means of checking, as specified above unless otherwise stated.                  The Carrier, in accordance with and to the extent of the provisions contained in this Bill of Lading, and with liberty to sub-contract, undertakes to perform and/or in his own name to procure performance of the combined transport and the delivery of the goods, including all services related thereto, from the place and time of taking the goods in charge to the place and time of delivery and accepts responsibility for such transport and such services.                  One of the Bills of Lading must be surrendered duly endorsed in exchange for the goods or delivery order.                  IN WITNESS whereof TWO (2) original Bills of Lading have been signed, if not otherwise stated above, one of which being accomplished the other(s) to be void.</p>
<p>Shipper's declared value of .....</p> <p>subject to payment of above extra charge.</p> <p><b>Note:</b>                  The Merchant's attention is called to the fact that according to Clauses 10 to 12 and Clause 24 of this Bill of Lading, the liability of the Carrier, in most cases, limited in respect of loss of or damage to the goods and delay.</p>	<p>Place and date of issue                  Ningbo 24 June 2021</p> <p>Signed for                  ..... <b>FREIGHT SERVICES CHINA</b> ..... as Carrier</p> <p>by ..... <i>Antonia White</i> .....</p> <p>As agent(s) only to the Carrier</p>

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p.t.o.

**FREIGHT SERVICES AUSTRALIA**

**Issue with Lock buckle height limit button/ pin: ABS Workshop Report 20 July 2021**



Lock buckle pin and slots. Pin is incorrect size (8mm). Product sample provided used size 10mm as specified and used in Grey/Yellow unit.

Workshop inspected 6 random units (black and red). All 6 used pins 8mm.  
DATE

DIMENSIONS				APPLICATION DATA						
nominal size	A pin diameter		B point diameter		C crown height	R crown radius	calculated single shear strength		recommended hole size	
	max.	min.	max.	min.	max.	min.	kN	pounds	max.	min.
3	3.008	3.003	2.9	2.6	0.8	0.3	7.4	1,670	3.000	2.987
4	4.009	4.004	3.9	3.6	0.9	0.4	13.2	2,965	4.000	3.987
5	5.009	5.004	4.9	4.6	1.0	0.4	20.6	4,635	5.000	4.987
6	6.010	6.004	5.8	5.4	1.1	0.4	29.7	6,650	6.000	5.987
8	8.012	8.006	7.8	7.4	1.3	0.5	52.5	11,850	8.000	7.987
10	10.012	10.006	9.8	9.4	1.4	0.6	82.5	18,550	10.000	9.987
12	12.013	12.007	11.8	11.4	1.6	0.6	119.0	26,700	12.000	11.985
16	16.013	16.007	15.8	15.3	1.8	0.8	211.0	47,450	16.000	15.985
20	20.014	20.008	19.8	19.3	2.0	0.8	330.0	74,000	20.000	19.983
25	25.014	25.008	24.8	24.3	2.3	1.0	515.0	116,000	25.000	24.983

All dimensions in millimeters.

## 7) Assessment Objectives and Marking Criteria (and

### **What this Task Assesses:**

This task develops your ability to identify and respond to legal problems that can arise in international sales. In particular, the presentation of the case material requires you to sift through information in order to ascertain what the critical questions are and what information is relevant to the resolution of those questions. The task also assesses your understanding of laws and principles as you apply them to the issues you identify. Additionally, the marking criteria take account of your ability to evaluate the strength of your arguments and the quality of your writing. This latter aspect includes your ability communicate clearly, articulate arguments with support and draw conclusions appropriate to your discussion.

In your response, you can go beyond these prescribed materials and draw on your own research. That is to say you can undertake your own independent learning and use that effectively. For example, using cases or commentary that help clarify relevant provisions or support your arguments.

### **Key Criteria:**

Your response should be logically organized, written in paragraphs and use full sentences. Clear writing and clear identification of legal sources are rewarded in the marking scheme. When referring to the relevant rules remember to be specific: Identify the precise Article/ rule /contract term you are relying on.

Your response should identify what the legal issues are and demonstrate your understanding of the relevant rules. You should explain the law in your own words and how it applies to the scenario, rather than 'quote' the law. Most marks are allocated to the analysis of how the law is relevant to the scenario and your arguments as to how the law might be used to resolve the legal issues you identify. Good responses will set out the arguments clearly and use the facts effectively to support those arguments. The arguments should be logical, relevant and practical in the circumstances.

Students are advised to refer to the marking rubric when preparing for this task.

## 7) Assessment Objectives and Marking Criteria (and

### **MARKING RUBRIC**

#### **Structure/Organisation, Quality of writing, syntax etc.**

1. The response is appropriately structured and logically organized – it is easy to follow
2. Headings and paragraphs are used effectively
3. Appropriate style and tone
4. Appropriate selection of words, sentence length, grammar and spelling
5. Referencing and identification of legal sources

#### **Knowledge, Exposition, Analysis**

6. Identification of and understanding of the key issues
7. Knowledge and exposition of relevant rules
8. Analysis
  - Arguments are set out clearly, use the facts effectively to support those arguments and arguments demonstrate originality
  - Analysis is appropriately focused on the key and controversial issues

## 7) Assessment Objectives and Marking Criteria (and

### Frequently Asked Questions

#### **Can I make assumptions and/or embellish the details of the scenario in my report?**

It is important that you do not misread or manipulate the facts. You may need to identify where the facts are not clear or where further information is required.

#### **What sources should I use for my report?**

You are expected at a minimum to draw on the lectures and prescribed reading. You may also undertake your own research (eg. academic commentary and articles and case summaries or case reports.) There is scope in the marking rubric to reward students' extra reading and independent learning.

#### **How should I reference legal (primary) sources in my response?**

You must clearly identify the legal sources used in your answer. For example, if you are applying Article 25 of the CISG, this must be clear in the text. If you are referring to a case for support, you **MUST** include the name of the case. It is sufficient to include the name of the case and year of decision, you **DO NOT** need to include the full case citation when referring to a case in the body of your answer.

For example, "In the case of NT Beverages Group Pty Ltd v PT Bromo Tirta Lestari (2017)...", or "Reasonable time under article 33(c) has been interpreted as... (Maserati case (2017))"

At the end of your response, be sure to include a reference list/ bibliography listing all sources (primary and secondary) referenced. You must include the full details of any cases or sources used in your bibliography.

#### **Where should I start**

The task covers material included in Topic Two (weeks 4 and 5). In addition, you will have 'practiced' legal problem questions in workshops on this topic in those weeks.