

# Kluwer Arbitration Blog

## The Contents of the Yearbook Commercial Arbitration, Volume XLVI (2021)

Stephan Schill (General Editor, ICCA Publications; Amsterdam Center for International Law, University of Amsterdam) · Friday, January 7th, 2022

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The final upload of materials for the 2021 volume of ICCA's *Yearbook Commercial Arbitration* is now available on the KluwerArbitration website. The upload consists of a selection of six awards rendered under the rules of the International Chamber of Commerce (ICC), dealing with issues such as the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), various Incoterms, interest, and the allocation of costs. Here are two of my favourites.

One [ICC award](#) presented highly practical procedural issues under the ICC Rules. It held that claims brought under two sales contracts could be heard in a single arbitration, for reasons of efficiency, because the wording of the arbitration agreements in the two contracts were identical and because there was no reason to disregard the expectation that parties to a business transaction wished their disputes to be resolved as quickly and as efficiently as possible, saving additional costs. Further, contrary to the respondent's contention, it was both provided for in the ICC Rules, and best international practice, that the request for arbitration was filed by counsel, rather than by the claimant itself.

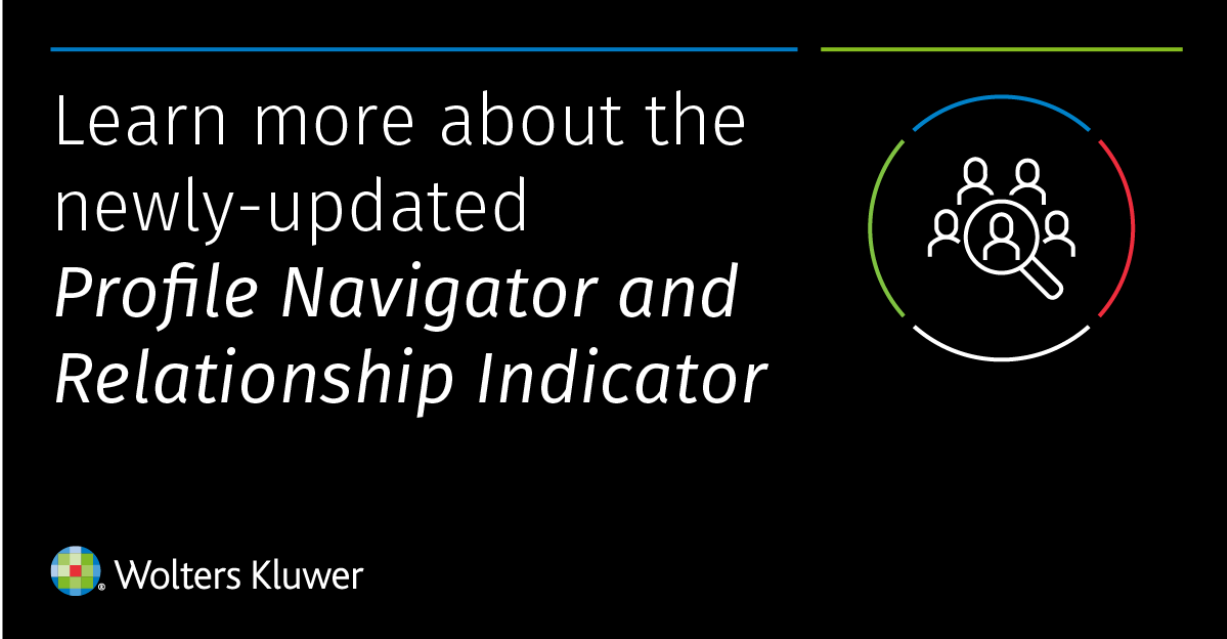
In another [ICC award](#), concerning the lawful termination of a sales contract under the CISG, the arbitrator dealt with the interaction of the CISG with domestic private law, the question here being whether contractual penalty clauses were enforceable under German law concerning "standard business terms". The arbitrator found that, while the clauses in question had not been negotiated in detail by the parties, their wording and contents differed in various draft versions circulated between the parties during the negotiation of the contract. This was a strong indication that the clauses had been drafted specifically for this transaction and were not the buyer's standard business terms.

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