

To the Turan International Arbitration Center
(City of _____, _____ Street)

Claimant: Alfa LLP

Legal address: _____
Address for correspondence: _____
Telephone: _____
E-mail: _____
Bank details: _____

Claimant's representative: Full Name _____
Address: _____
Telephone: _____
E-mail: _____

Respondent: Beta LLP

Address: _____
Telephone: _____
E-mail: _____
Bank details: _____

Amount of claim: _____ tenge

"__" _____ 20__

STATEMENT OF CLAIM

for the recovery of debt under a contract

Pursuant to Supply Contract No. _____ dated "__" _____ 20__ (hereinafter referred to as the "Contract") concluded between Alfa LLP and Beta LLP, on "__" _____ 20__ Alfa LLP delivered to Beta LLP the Goods – "_____" (name of goods), in accordance with Invoice No. ____ dated "__" _____ 20__ and Railway Waybill No. _____ dated "__" _____ 20__ (railway car No. _____), in the amount of _____ (_____) tenge (amount in words).

Pursuant to clause ____ of the Contract, payment for the Goods is to be made upon expiry of ____ calendar days from the date of arrival of the batch of goods; however, to date Beta LLP's (hereinafter referred to as the "Respondent") obligation to pay for the Goods has not been fulfilled.

The Respondent justifies its refusal to fulfil the obligation to pay for the Goods received in its Claim (Complaint) dated "__" _____ 20__.

The Respondent has not provided proper evidence as required under the Contract concluded with Alfa LLP and the international treaty (Agreement on International Freight Traffic).

Taking into account the established and undisputed fact of delivery of the Goods, the existence of Beta LLP's debt to Alfa LLP, and the absence of documents provided for in Supply Contract No. _____ dated "__" _____ 20__ confirming the Goods' non-conformity with the terms of the Contract, Alfa LLP, exercising its right, applies to the Turan International Arbitration Center (hereinafter – Turan IAC) for resolution of the dispute on the merits, in accordance with the arbitration agreement (arbitration clause) set out in clause ____ of the Contract.

Pursuant to clause ____ of the Contract, the applicable law is the law of the Republic of Kazakhstan.

Pursuant to Article 272 of the Civil Code of the Republic of Kazakhstan, an obligation must be duly performed in accordance with the terms of the obligation and the requirements of legislation, and in the absence of such terms and requirements – in accordance with business customs or other customarily applicable requirements.

Pursuant to Article 273 of the Civil Code of the Republic of Kazakhstan, unilateral refusal to perform an obligation and unilateral modification of its terms are not permitted, except in cases provided for by legislation or the contract.

Pursuant to clause 1 of Article 466 of the Civil Code of the Republic of Kazakhstan, the buyer (consignee) is obliged to take all necessary actions to ensure acceptance of the goods delivered under the supply contract.

Pursuant to clause 1 of Article 469 of the Civil Code of the Republic of Kazakhstan, the buyer pays for the goods supplied in compliance with the procedure and form of settlement provided for in the contract.

To date, the Goods have not been paid for by the Respondent.

Based on the foregoing, and guided by Articles 272, 273, 466, 469 of the Civil Code of the Republic of Kazakhstan and Articles 12, 13, 14 of the Rules of the Turan International Arbitration Center,

REQUEST:

1. To recover from Beta LLP in favor of Alfa LLP a debt in the amount of _____ (_____) tenge (amount in words).

2. To recover from Beta LLP in favor of Alfa LLP the registration fee paid in the amount of _____ tenge and the arbitration fee in the amount of _____ tenge.

Pursuant to Article 38 of the Turan IAC Rules, I request permission to participate in the arbitration hearings online using technical means of communication, with advance notice of the date and time of the hearing sent to the e-mail address of Alfa LLP's representative.

Pursuant to clause 1 of Article 28 and Article 29 of the Turan IAC Rules, Alfa LLP requests that this dispute be considered **by a panel of arbitration composed of 3 (three) arbitrators** and nominates on its part an arbitrator – Full Name of arbitrator.

Pursuant to Article 30 of the Turan IAC Rules, Alfa LLP nominates on its part a reserve arbitrator – Full Name of reserve arbitrator.

Appendix:

1. Statement of claim – 3 copies;
2. Payment order confirming payment of the registration and arbitration fees;
3. Copy of Supply Contract No. _____ dated "___" _____ 20__ – 3 copies;
4. Copy of Invoice No. ____ dated "___" _____ 20__ – 3 copies;
5. Claim (Complaint) dated "___" _____ 20__;
6. Power of attorney for the representative to sign and file the statement of claim with the arbitration and to participate in the arbitration proceedings;
7. Statement on the nomination of an arbitrator and a reserve arbitrator on behalf of the Claimant;
8. Other documents confirming the circumstances on which the claims are based.

Head of Alfa LLP or
Claimant's representative acting under a power of attorney

_____ / Full Name