

Distribution Agreement between Northwind Components Pte Ltd (Singapore) and Asterion Trading FZE (UAE)

OVERALL RATING

BB · CIS™ 612 / 1,000

SUMMARY

A workable commercial agreement whose dispute clause names a venue, not a seat, and whose termination and liability provisions leave both sides exposed to a long fight over exit.

Domain matrix (extract)

Domain	Rating	Finding
Dispute Resolution	B	Clause 18 says "arbitration in Dubai" without naming the seat or the law of the arbitration agreement.
Termination & Exit	BB	No cure period before termination for breach of minimum purchase targets (clause 14.2).
Liability Framework	BBB	Cap of 12 months' fees, but no carve-out for confidentiality breaches.
Cross-Border Elements	BB	Payment currency stated; no clause on sanctions or export controls.

Priority fixes

- 1. Name the seat: "The seat, or legal place, of arbitration shall be the Dubai International Financial Centre."
- 2. Add a 30-day cure period to clause 14.2 before termination.
- 3. Carve confidentiality breaches out of the liability cap in clause 16.

SPECIMEN · illustrative parties and facts. The real deliverable is prepared for your matter, by a named Fellow where the service says so. Decision support, not legal advice.