

CASE NO. 186

CHAMBER TWO

AIR LA CARTE, INC.,
Claimant,

AWARD NO: 6-186-2

- and -

IRAN NATIONAL AIRLINES CORPORATION,
Respondent.

AWARD ON AGREED TERMS

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داورى دعاوى ايران - ايالات متحده
ثبت شد - FILED	
Date	۱۳۶۱/۲/۲۵ تاریخ
15 JUN 1982	
No. 186	شماره ۱۸۶

APPEARANCES:

For the Claimant :

Mr. Frank M. Johnson,
Group President,
A.R.A. Services Inc.

Mr. Henry J. Schireson,
Assistant General Counsel,
A.R.A. Services Inc.

For the Respondent :

Mr. Mohammed Reza Askari,
Counsel, Foreign Legal Affairs,
Iran National Airlines
Corporation

Ref

Ref

This Award is hereby submitted to the President of the
Tribunal for notification to the Escrow Agent.

Dated, The Hague

14 June 1982

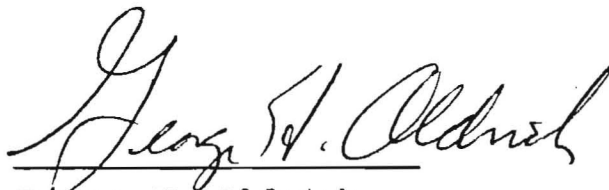


Pierre Bellet
Chairman
Chamber Two

In the name of God



Shafie Shafeiei



George H. Aldrich


In the Name of God

AGREEMENT

This Agreement made this 6th day of May 1982 by and between Iran National Airlines Corporation ("Iran Air"), a corporation organized under the laws of the Islamic Republic of Iran, and Air La Carte Inc. ("Air La Carte"), a corporation organized under the laws of the State of New York, United States of America, with offices at John F. Kennedy International Airport, New York, U.S.A.

RECITALS

Whereas Iran Air and Air La Carte desire to resolve all claims and disputes between them relating to or arising out of the past business relationship for the supply of in flight meals and beverages and other related catering services.

NOW THEREFORE, in consideration of the mutual covenants, promise and agreements hereinafter set forth, the parties hereby agree as follows:

1. In full and final settlement of all outstanding claims and disputes relating to and arising out of the past business relationship the parties agree that:

- 1.1 The amount of US\$ 416,084.99 (US Dollars Four Hundred sixteen Thousand Eighty Four and Ninety nine cents) is due and owing from Iran Air to Air La Carte. ~~The Parties submit this agreement to the Iran United States Arbitration Tribunal for immediate approval in order to receive an Arbitral Award for payment out of the Escrow Account held by the Tribunal in accordance with the procedures set forth by the Tribunal.~~ Unless otherwise specified by Air La Carte, the said amount shall be payable to Air La Carte, c/o The Federal Reserve Bank, New York.

1.2 Air La Carte, with the cooperation of the representative of Iran Air in New York, shall deliver the equipment at JFK Airport and arrange for and supervise the packing of such equipment set forth in Appendix 1, as appropriate for air freight shipment by Air France (or any other carrier chosen by Iran Air) from JFK Airport to the location designated by Iran Air. Packing of equipment in specified Airline-provided Air Freight containers or pallets shall be completed within thirty (30) days of the receipt of such containers from the Airline chosen by Iran Air. Air La Carte agrees to pay the cost of such packing up to the amount of US\$ 10,000. Iran Air shall immediately designate an airline to provide the necessary containers and pallets to Air La Carte at JFK Airport in order to enable Air La Carte to properly pack and deliver the equipment to such airline at JFK Airport. Both parties agree that the award shall be issued immediately upon submission by Air La Carte to Tribunal of a copy of the Airway Bill (AWB), showing receipt of shipment: by Iran Air's designated Airline. However, if Iran Air's designated Airline is unable to provide appropriate containers on or before June 5, 1982, Iran Air shall have the obligation to take delivery of the equipment from Air La Carte at its current location on or before June 12, 1982 and Air La Carte shall deliver said equipment to Iran Air at JFK Airport within said seven days. On June 12, 1982 an award shall be ~~automatically~~ issued by Tribunal ~~unless the Tribunal has been notified by Iran Air that~~ unless Air La Carte refuses to deliver the equipment to Iran Air at JFK Airport. It is understood that the maximum amount being spent by Air La Carte is limited to \$10,000 and further that any excess packing expense or expense with respect to transportation shall be borne by Iran Air.

Iran Air shall be responsible for the following costs:

- 1) 100% of all charges for transportation of the equipment to the location designated by Iran Air;
- 2) all charges for packing of equipment in excess of US\$ 10,000.

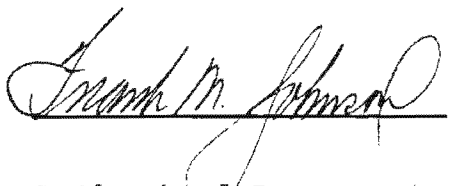
2. In consideration of said payment under paragraph 1.1 above, and said return of equipment under paragraph 1.2 above, and other provisions of this agreement, Iran Air and Air La Carte agree, covenant and warrant to waive any claim in connection with or arising out of their past business relationship, withdraw any claim against each other if previously filed, and will not assert any claim in any judicial authority or arbitration in any country against each other or against any other real person or legal entity, including without any limitation the Government of the Islamic Republic of Iran.

In order to process payment as stipulated in paragraph 1.1 above, nothing herein shall prevent Air La Carte from filing this agreement with the Tribunal in accordance with the procedures set by the Tribunal.

3. The terms and conditions set forth herein constitute the entire agreement between Iran Air and Air La Carte concerning the subject matter of this Agreement.

This Agreement may be modified or amended only by a written instrument executed by authorized representatives of both Iran Air and Air La Carte.

For and on behalf of
Air La Carte



Authorized Representative

For and on behalf of
Iran Air



AUTHORIZED REPRESENTATIVE

DESCRIPTION	STOREROOM		PREP. ROOM		TOTAL INVENTORY	STATION STAND	SHORT M.Y. / UNIT	OVER TOTAL VALUE
	STAND	O/H	STAND	O/H				
S	45		55		89	100	160 ⁰⁰	14240.00
YS. FOR TROLLEYS	90		110		153	200	2 ⁰⁰	459.00
WER FOR "	30		20		86	50	2 ⁰⁰	258.00
WER FOR "	30		0		32	30	1 ⁰⁰	128.00
CONTAINER	15		5		88	20	5 ⁰⁰	440.00
VEN	2		1		12	3	25 ⁰⁰	300.00
ELL	30		40		61	70	5.00	305.00
CK TRAY (WIRE)	200		300		225	500	1 ⁰⁰	225.00
BS (THERMOUS)	2		6		8	8	25 ⁰⁰	200.00
	5		10		21	15	5 ⁰⁰	105.00
POT	6		6		3	12	5 ⁰⁰	15.00
3 CART	2		0		2	2	25 ⁰⁰	50.00
ASQUET	4		8		14	12	.75	3.50
Tray	1000		1000		1060	2000		530.00
Sm. TRAY	1000		1000		3900	2000		1952.00
PLATE	1000		1000		7867	2000		1,573.40
DESSERT DISH	1000		1000		5208	2000		781.20
SALAD BOWL	1000		1000		5208	2000		781.20
CUPS	1000		1000		7160	2000		1074.00
B/B DISH	1000		1000		1250	2000		187.50
E/Y CASSEROLE	750		750		447	1500	1.25	111.75
OFFEE POT	12		18		70	30	5 ⁰⁰	350.00
LA POT	12		18		16	30	5 ⁰⁰	80.00
DE TUNGS	12		12		61	24	10	6.10
HIVES	1000		1000		4000	2000		400.00
ORKS	1000		1000		4000	2000		400.00
POONS	1000		1000		500	2000		50.00

< JUCS -

TROLLEYS - (empty)

61

6

1⁰⁰

150⁰⁰

61.00

600.00

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Appendix I

DESCRIPTION	STOREROOM		PREP. ROOM		TOTAL INVENTORY	STATION STAND	SHORT	OVER
	STAND	O/H	STAND	O/H			m/V-unit	Total Value
CASSEROLE-	160		40		671	200	.25	167.75 "
21cm PLATE	80		70		197	150	.20	39.40 "
19cm PLATE	110		240		20	350	.20	4.00 "
15cm PLATE	110		240		582	350	.15	87.30 "
DESERT BOWL	90		110		319	200	.15	47.85 "
SOUP BOWL	50		70		130	120	.15	19.50 "
SALAD BOWL	40		60		319	100	.15	47.85 "
TEA CUP	140		160		570	300	.20	114.00 "
TEA CUP SAUCER	140		160		657	300	.15	97.65 "
SALT SHAKER	60		60		2	120	.05	.10 "
PEPPER SHAKER	60		60		20	120	.15	1.00 "
#2 VODKA	120		80		79	200	.25	39.5 "
#3 WINE	300		150		40	450	.25	2.00 "
#4 BEER	110		140		124	250	.25	6.20 "
OLD FASHION	100		200		450	300	.15	22.50 "
COFFEE POT	3		6		6	9	10 ⁰⁰	60.00 "
TEA POT	3		6		15	9	11 ⁰⁰	150.00 "
MILK JUG	5		10		9	15	3 ⁰⁰	27.00 "
ICE BUCKET	3		6		7	9	5 ⁰⁰	35.00 "
CAVIAR BOWL	2		4		11	6	5 ⁰⁰	55.00 "
TRAY	3		6		4	9	2 ⁰⁰	8.00 "
SUGAR BOWL	6		12		23	18	1 ⁰⁰	23.60 "
SAUCE BOAT	4		8		21	12	2 ⁰⁰	42.00 "
CAKE PITCHER	4		8		24	12	2 ⁰⁰	48.00 "
SAUCE LADLE	4		8		21	12	.50	10.50 "
ICE TUNGS	3		6		4	9	.50	2.00 "
KNIVES	300		300		401	600	.25	100.25 "
FORKS	300		300		267	600	.25	66.75 "
SPOONS	50		70		78	120	.25	19.50 "
TEASPOON	200		300		778	500	.25	194.50 "
LEMON SQUEZER	40		60		138	100	.10	13.80 "
COCKTAIL SHAKER	2		4		0	6		
SERVING KNIFE	2		4		0	6		
SERVING FORK	2		4		0	6		
SERVING SPOON	2		4		0	6		

DESCRIPTION	STOREROOM		PREP. ROOM		TOTAL INVENTORY	STATION STAND	SHORT MV/unit	OVER Total Amt
	STAND	O/H	STAND	O/H				
LOTHS	800		0		350	800	.25	87.50 ^
	800		0		1350	800	.10	135.00 ^
WELS	600		0		100	600	.02	2.00 ^
SERVICE:								
(GLASS CUP)	150		0		300	150	.25	75.00 ^
SAUCER	150		0		275	150	.15	41.25 ^
POON	150		0		100	150	.05	5.00 ^
EA POT	3		0		1	3	.20	2.00 ^
OWL	36		0		98	36	.50	49.00 ^
BOWL	3		0		5	3	.36	5.00 ^
Y	18		0		10	18	.10	1.00 ^
AI ER	3		0		1	3	.10	.10 ^
	6		0		0	6	.10	—

\$ 27,583.85