Unofficial Translation

Application for the Recognition and Enforcement of the Foreign Arbitral Award between Aiba Ipsen Industries, Inc and Taili Electric Appliance (Jiangmen) Limited

Civil Ruling by the Jiangmen Intermediate People's Court of Guangdong Province of the People's Republic of China

(2002) Jiang Zhong Fa Jing Chu Zi No. 398

Applicant: Aiba Ipsen Industries, Inc.
Address: P.O. Box 6266 Rockford, 984 Ipsen Road, Cherry Valley, Illinois
Attorney: You You, lawyer of Guangdong Hengsheng Law Firm
Respondent: Taili Electric Appliance (Jiangmen) Limited

Regarding the case of the contract payment dispute between Aiba Ipsen Industries, Inc. ("Ipsen") and Taili Electric Appliance (Jiangmen) Limited ("Taili"), on 4 May 2001, the Arbitration Institute of the Stockholm Chamber of Commerce ("SCC") rendered an arbitral award deciding that Taili should pay for the rest US$71,200 under the contract and bear all the fees of SCC and the arbitrator. Either party may raise an appeal to refuse the award within a three-month period following receipt of notice of the arbitral award. The SCC closed the case on 13 July 2001 after informing Taili to submit fees on 28 May 2001 and 21 June 2001, respectively, and Taili did not respond. Since neither party raised appeals within the three months after 13 July 2001, Ipsen applied to enforce the award on 17 May 2002 and to recognize the award on 23 December 2002 after submitting the additional documents required by this court. The case was accepted by this court on 2 December 2002 and we heard the case by setting up a collegial panel according to law.

After reviewing the case, we believe that, because the relevant arbitral award was issued by the SCC, the contract payment dispute between Ipsen and Taili is a contractual and commercial dispute. Since Sweden and China are Contracting States to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards ("1958 New York Convention"), the Convention on the Recognition and Enforcement of Foreign Arbitral Awards and relevant Chinese laws should be applied.

Ipsen has already submitted copies of the arbitral award, the contract and the corresponding Chinese translations authenticated by the Chinese Embassy, which is in accordance with Article IV of Convention on the Recognition and Enforcement of Foreign Arbitral Awards. The arbitral award issued by the SCC regarding the contract payment dispute between Ipsen and Taili does not give rise to a ground for refusing

recognition and enforcement provided under Article V(1)(b) of 1958 New York Convention. Because the award did not specify the payment period of Taili, Ipsen may thus claim payment at any time according to the award. According to Article 269 of Civil Procedure Law of the People's Republic of China: "If an award made by a foreign arbitration institution needs the recognition and enforcement of the People's Court of the People's Republic of China, the party concerned shall directly apply to the Intermediate People's Court in the place where the party subject to the execution has its domicile or where its property is located. The People's Court shall deal with the matter according to the relevant provisions of the international treaties concluded or acceded to by the People's Republic of China or on the principle of reciprocity", we hereby ruled as follows:

We recognize and enforce the arbitral award issued by the Arbitration Institute of the Stockholm Chamber of Commerce regarding the contract payment dispute between Ipsen and Taili.

This ruling is final, and will be effective and executed upon delivery.

Chief Judge: Zhou Hui
Judge: Liang Pinghui
Judge: Huang Chaoxin
December 10, 2003
Clerk: Chen kailun