



# THE COURT OF **ARBITRATION**

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of the German-Romanian  
Chamber of Industry and Commerce



**AHK**

Deutsch-Rumänische  
Industrie- und Handelskammer  
Camera de Comerț și Industrie  
Româno-Germană



**SCHIEDSGERICHT  
CURTEA DE ARBITRAJ**

Permanent Court of Arbitration of the AHK Romania





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Ständiges Schiedsgericht bei der AHK Rumänien



# Table of Content

**Foreword** ..... 6

**Presentation of the Court of Arbitration**  
of the German-Romanian Chamber of Industry and Commerce ..... 9

**Rules of Arbitration of the Court of Arbitration**  
of the German-Romanian Chamber of Industry and Commerce ..... 15

**General provisions** ..... 19

**Annex 1:** Rules of Organisation ..... 37

**Annex 2:** Regulations on the Arbitration Fees and Costs ..... 42

**Annex 3:** Declaration of Acceptance ..... 44



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**Prof. Dr. Claus Köhler, LL.M.**  
**President of the Court of Arbitration of the German-  
Romanian Chamber of Industry and Commerce**

**T**he German-Romanian Chamber of Commerce and Industry (AHK Romania), established on 5 September 2002, is the official representation of the German economy in Romania. It has since been a central actor in the economic relations between the two countries and is actively participating in their development. With approximately 700 members, Romanian and German companies, AHK Romania is by far the largest bilateral economic association in Romania.

The concern for greater legal certainty, also reflected by an alternative to the state courts of law and to other arbitration institutions to settle economic disputes still exists. The Court of Arbitration of the German-Romanian Chamber of Commerce and Industry (Court of Arbitration) which was established in the year of 2010 takes account to this concern.

Having Rules of Procedure that have proven their efficiency at international level which have been revised based on extensive consultations of the Board of the Court of Arbitration (Board of the Court) to comply with the current standards of institutional arbitration on a national and a cross-border - thus the English version of the Rules of Arbitration is the authentic one - level. By means of these Rules of Procedure and the List of Arbitrators experienced in the field of arbitration – a list that is not binding on the parties –, as well as an efficient administration, the Court of Arbitration is able to resolve disputes by issuing an award of the same value as any other court judgment of state courts. The established arbitration tribunal is bound to impartiality, independence and confidentiality, leaves the parties free to choose the jurisdiction and language in which the proceedings will take place and settles the disputes effectively and at low cost. The offer of the Court of Arbitration is not only addressed to Romanian and German litigants but also to those from other countries. The parties' agreement to settle the disputes through arbitration excludes the involvement of state courts. The Rules of Arbitration have priority over the national civil procedure provisions, if they are not mandatory.

We want this brochure to provide the parties and their agents with easy access to the arbitration procedure of the Court of Arbitration.



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**Sebastian Metz**

**General Manager and Board Member at the AHK Romania**

**T**he German-Romanian Chamber of Industry and Commerce (AHK Romania) has been a central driving force in German-Romanian economic relations since its founding in 2002. As a bilateral foreign trade chamber, it not only provides a significant network but also actively contributes to the expansion of economic relations between the two countries. As the official representative of the German economy in Romania, AHK Romania is part of the global network of German chambers of commerce abroad with more than 150 locations in more than 90 countries, playing a key role in international economic promotion. The umbrella organization of the AHKs, as well as of the German-based Chambers of Industry and Commerce (IHKs), is the German Chamber of Industry and Commerce (DIHK), headquartered in Berlin. AHK Romania is an association founded under Romanian Law 26/2000 and is officially registered as a bilateral chamber of commerce in accordance with Law 335/2007 on Chambers of Commerce in Romania.

The success story of the foreign trade chambers is based on decades of proven practice and efficient organization. Deeply rooted in the German chamber system, they offer access to extensive expertise. This network grants the AHK Romania's brand an outstanding reputation, making it one of the most significant bilateral economic organizations in Romania. The services provided by AHK, as well as the reputation of its members—ranging from small and medium-sized enterprises to internationally leading corporations—are highly recognized both in Germany and Romania.

Following this tradition, the Court of Arbitration was established in 2010. It serves as a dedicated partner for all parties seeking a fast, fair, and cost-effective resolution of disputes. In particular, small and medium-sized enterprises benefit from a transparent, flexible and efficient approach, which focuses on low administrative costs and short processing times.

The Court of Arbitration is closely aligned with the high standards of AHK Romania and is committed to upholding the fundamental principles of arbitration. These include guaranteeing the right to a fair hearing, as well as ensuring the independence and impartiality of arbitrators.

We invite you to learn more about the Court of Arbitration and hope to spark your interest in our services. If you have any further questions, we would be happy to assist you in person.

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## **The Court of Arbitration**

of the German-Romanian Chamber of Industry and Commerce



# Presentation

## of the Court of Arbitration of the German-Romanian Chamber of Industry and Commerce

**The Court of Arbitration** was established on the ground that, in Romania, court proceedings take too long and pass through several courts. Unlike a court of law, the arbitration tribunal may decide on the dispute in a single legal proceeding within a few months, and the arbitration award is final, enforceable and internationally recognized. It cannot be subject to appeal or second appeal. Arbitration is well suited to complex civil disputes and is found in contracts of sales, franchising, services, company takeovers/mergers, energy, construction etc.

The Court of Arbitration is headed by a **President** and **two Vice-Presidents**.

**The Secretariat** is provided by AHK Romania.

The condition for arbitration within the Court of Arbitration is to incorporate the arbitration clause in contracts or via a separate arbitration agreement, before or after the dispute has arisen. The recommended model clause, the Rules of Arbitration of the Court, the fees and expenses related to a proceeding, as well as the List of arbitrators are available to anyone at [www.ahkrumaenien.ro](http://www.ahkrumaenien.ro). The Rules of Arbitration comply with the national and international standards of institutional arbitration. The Court of Arbitration mainly addresses the Romanian and German companies, but any other foreign-owned company can appeal to the court. The Rules of Arbitration are available in Romanian, English and German and the arbitrators mentioned in our list speak several languages.

The list of arbitrators is indicative, meaning that the parties who use arbitration services of the Court of Arbitration are not required to choose an arbitrator from this list. However, our list includes widely known names in domestic and international arbitration as well as experts in various fields. The arbitrators' candidacy is assessed by the Board of Directors of AHK Romania, according to internal criteria, such as professional experience or personal reputation. Therefore, we want to propose competent arbitrators and provide the premises for quality proceedings.

The **Rules of the Court of Arbitration** have been recently revised to fit the economic realities and latest developments and best practice in the field of international arbitration and will enter into force on August, 1<sup>st</sup> 2025.

## The Board of the Court of Arbitration of the German-Romanian Chamber of Industry and Commerce

The Court of Arbitration is presided by a Board of the Court composed of 5 members including one president and two vice-presidents. The Board of the Court is appointed by the Board of the AHK Romania. The Board members of the Court of Arbitration have an impeccable reputation, professionalism and integrity, values that the Court of Arbitration upholds and promotes.



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### **Prof. Dr. Claus Köhler, LL.M. President**

During his 35 years as a lawyer in Munich, Prof. Dr. Köhler represented clients before ordinary courts and arbitration tribunals and acted as arbitrator and counsel in ad hoc, DIS and ICC arbitration proceedings with a focus on mergers & acquisitions, joint ventures, competition law and intellectual property law. He teaches as a professor at Kozminski University in Warsaw (2001) and studied in Munich (Dr. jur. (1990)), Geneva (1982/83) and Washington D.C. at Georgetown University (LL.M. (1989)). Prof. Köhler is also admitted as an attorney-at-law in New York and at the US Supreme Court, is a specialist lawyer for commercial and corporate law and is a regular speaker at international conferences.



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### **Cristiana I. Stoica, Ph.D. Vice-President**

An important component of Cristiana I. Stoica activity is dedicated to international arbitration, for over 30 years, representing international or domestic clients in arbitrations or acting as arbitrator appointed at the Court of International Commercial Arbitration attached to the Chamber of Commerce and Industry of Romania (CCIR) and in ICC Court proceedings. Cristiana I. Stoica acted as ICC Court member for Romania since 2018 until 2024 and is member of the ICC Commission on Arbitration and ADR, of the ICC Business Law Institute and of ICCA. Associate Professor at the Faculty of Law of the University of Bucharest, Master's program "International Arbitration", Cristiana I. Stoica participates as a speaker in conferences on comparative international arbitration and institutional arbitration. She is a contributor to "Arbitration in Romania" (edited by Kluwer International in 2015) and the author in Romania of several articles on civil law and international arbitration.



### **Cristina Dăianu** Vice-President

Over the years, Cristina Dăianu advised clients from various sectors, developing a strong knowledge of the respective sectors, including Venture Capital and Private Equity, Life Science, Technology, Manufacturing and Energy. She has extensive experience in dealing with both local entrepreneurs as well as international clients, with a strong focus on German and French Clients. Cristina's professional activity includes participation in various legislative committees for corporate law. Since she is working closely with accelerators/incubators in the Romanian market, she is regularly mentoring founders on their entrepreneurial journey. She has been a member of the Bucharest Bar since 1998 and was admitted to the Paris Bar in 2003.



### **Cristina Alexe, Ph.D.** Member

Dr. Cristina Alexe, FCI Arb is Partner of a Romanian law office having over 25 years of experience in legal matters. She is a Fellow of the Chartered Institute of Arbitrators and has graduated from the ICC Advanced Arbitration Academy for Central and Eastern Europe a unique two-year basis advanced level training designed for professionals interested in pursuing a career as an international arbitrator, held under the auspices of the ICC Institute of World Business Law and ICC International Court of Arbitration. She holds a PhD summa cum laude in Civil Procedure on "The Civil Trial Judge between a Pro-active Role and Arbitrariness". Dr Cristina Alexe acted and continues to act as an international arbitrator. Her arbitration experience as arbitrator and counsel is complemented by strong knowledge and continued practice as a transactional lawyer in M&A/ Privatisation, Banking & Finance, Real Estate and Project Finance areas. Dr Cristina Alexe is a Lecturer at the International Arbitration LLM Faculty of Law, University of Bucharest for the past 11 years. She is Editor in Chief of the Romanian Arbitration Journal a Wolters Kluwer for Central and Eastern Europe published in the Kluwer Arbitration database.



### **Iuliana Iancu, LL.M.** Member

Iuliana Iancu is a Partner at Hanotiau & van den Berg in Brussels. She has over fourteen years of experience in international arbitration. She has acted as arbitrator (presiding, party-appointed, sole arbitrator, emergency arbitrator), counsel and tribunal secretary. Her experience includes several dozen high-stakes, high-value and complex international commercial and investment arbitrations, both ad hoc and under a variety of arbitration rules (CEPANI, ICC, ICSID, LCIA, NAI, Polish Chamber of Commerce, Swiss Arbitration Centre, UNCITRAL, VIAC). Ms. Iancu's arbitration experience includes disputes involving both States and private parties, as well as various procedural and substantive laws. Ms. Iancu is also a lecturer at the University of Bucharest's International Arbitration LL.M., teaching Comparative International Commercial Arbitration. Ms. Iancu is a member of the ICC Commission on Arbitration and ADR, ICCA and the CEPANI.

## Seven reasons to choose The Court of Arbitration of the German-Romanian Chamber of Industry and Commerce

### 1 EFFICIENCY

The length of the arbitration proceedings is short compared to the one in the state courts, which can often extend over several years and can take place in several courts. An arbitration court can settle a dispute in a court in just a few months. In addition, you obtain an award with the same validity as that of a court judgment, internationally recognized and enforceable.

### 2 NEUTRALITY

Through its activities, AHK Romania is guided by the principle of neutrality. In the same way, the arbitrators of the Court of Arbitration are neutral, impartial and independent in settling the arbitration proceedings.

### 3 CONFIDENTIALITY

All arbitration proceedings are treated with utmost confidentiality, unlike the trials held before state courts, which are public. Our rules require the disclosure of information only to the parties involved in the dispute.

### 4 PREDICTABILITY

The costs of the arbitration proceedings are fixed and predictable, calculated depending on the value of the matter at issue, so that the parties involved know from the outset what costs to expect during the said proceedings.

### 5 CROSS BORDER

The Court of Arbitration addresses all internationally active companies - with a focus on companies that are active in business relations with or in Romania. The arbitrators on our list speak all international languages.

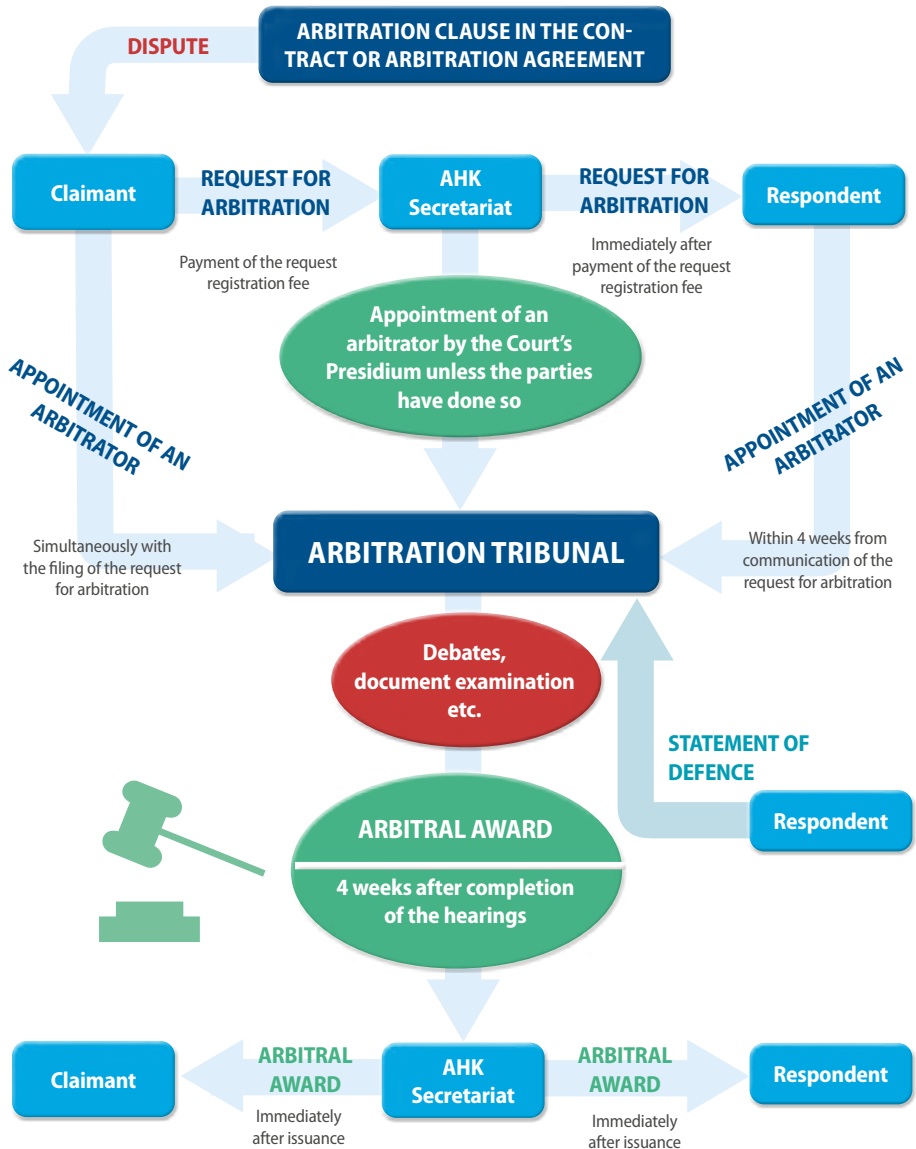
### 6 FLEXIBILITY

The Court of Arbitration addresses all internationally active companies - with a focus on companies that are active in business relations with or in Romania. The arbitrators on our list speak all international languages.

### 7 PROFESSIONALISM

By involving an experienced arbitrator, the parties can benefit from a rich technical expertise in carrying out the proceedings. The experienced arbitrators and the Court's professional Secretariat ensure the smooth running of the entire arbitration proceedings.

## Arbitration Proceedings in Brief



## MODEL ARBITRATION CLAUSE

We recommend to all Contracting Parties wishing to refer to the arbitral jurisdiction of the Court of Arbitration of the German-Romanian Chamber of Industry and Commerce and wishing to settle the disputes before this court, to include in their contracts the following arbitration clause:

**“Any dispute arising out of or in connection with this Contract, including in respect of the validity of the arbitration clause, shall be settled excluding the ordinary court proceedings by arbitration of the Court of Arbitration of the German-Romanian Chamber of Industry and Commerce in accordance with the Rules of Arbitration of this Court.”**

The Parties may also add the following provisions:

*“a) The place of arbitration is .....”*

*“b) The arbitration tribunal shall be composed of ... arbitrators”*

*“c) The language of the arbitration shall be .....”*

*“d) The law governing the merits of the dispute is .....”*



# Rules of Arbitration

## of the Court of Arbitration of the German-Romanian Chamber of Industry and Commerce



**AHK**

Deutsch-Rumänische  
Industrie- und Handelskammer  
Camera de Comerț și Industrie  
Româno-Germană



**SCHIEDSGERICHT**  
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Ständiges Schiedsgericht bei der AHK Rumänien

Table of Content

**General Provisions** ..... **19**

Article 1 Court of Arbitration and its Rules ..... 19

Article 2 Rules of Arbitration and the Principles Applying to Arbitration ..... 19

Article 3 Service of Communication, Time Periods and Time Limits ..... 20

Article 4 Representation by Counsel ..... 21

Article 5 Commencement of Arbitration Proceeding ..... 21

Article 6 Request for Arbitration ..... 21

Article 7 Costs upon Commencement of Arbitration Proceeding ..... 22

Article 8 Transmission of the Request for Arbitration ..... 22

Article 9 Answer to the Request for Arbitration ..... 23

Article 10 Counterclaims ..... 23

Article 11 Joinder of Additional Parties, Consolidation and Proceedings  
with Multiple Parties ..... 23

Article 12 Arbitral Tribunal ..... 24

Article 13 Number of Arbitrators ..... 24

Article 14 List of Arbitrators ..... 24

Article 15 Sole Arbitrator ..... 25

Article 16 Three Arbitrators ..... 25

Article 17 Acceptance of Appointment as Arbitrator ..... 26

Article 18	Objection to the Appointment and Challenge of Arbitrators	26
Article 19	Dismissal of Arbitrators	27
Article 20	Replacement of an Arbitrator	27
Article 21	Arbitration Costs and Advance Payments	27
Article 22	Jurisdiction of the Arbitral Tribunal	28
Article 23	Efficient Conduct of Proceedings	28
Article 24	Language of the Arbitration	29
Article 25	Seat and Place of Arbitration	29
Article 26	Time Limit	29
Article 27	Applicable Law	29
Article 28	Evidence	30
Article 29	Oral Hearing	30
Article 30	Submission of Evidence	31
Article 31	Default	31
Article 32	Suspension of Arbitration	31
Article 33	Waiver of the Right to Objection	31
Article 34	Interim and Conservatory Measures	32
Article 35	Closing of Arbitration	32
Article 36	Amicable Settlement of the Dispute and Award by Consent	33
Article 37	Closing of Arbitration Followed by an Arbitral Award	33
Article 38	Issuance of the Arbitral Award	33
Article 39	Decision Concerning the Costs	34
Article 40	Interpretation, Correction and Issuance of an Additional Arbitral Award	34
Article 41	Limitation of Liability	35
Article 42	Confidentiality	35
Article 43	Publication of the Arbitral Award	36
Article 44	Archiving of Procedural Documents	36
Article 45	Prevailing Version	36

**Annex 1: Rules of Organization** ..... **37**

1. Definition and Seat of the Court ..... 38

2. Board of the Court of Arbitration ..... 38

3. Duties of the Board of the Court ..... 39

4. Secretary of the Court ..... 40

5. Meetings of the Board of the Court ..... 40

6. List of Arbitrators ..... 40

7. Plenum of the Court ..... 41

8. Operating languages ..... 41

**Annex 2: Regulations on the Arbitration Fees and Costs:** ..... **42**

**An nex 3: Declaration of Acceptance** ..... **44**

## General Provisions

### Article 1 Court of Arbitration and its Rules

**1.** The Court of Arbitration ("**Court**" or "**Court of Arbitration**") of the German-Romanian Chamber of Industry and Commerce ("**Chamber**") is an independent arbitral institution that administers commercial disputes, either domestic or international, pursuant to an arbitration agreement concluded between the parties, that are to be settled by an arbitral tribunal constituted in accordance with the Rules of Arbitration of the Court of Arbitration of the Chamber ("**Rules of Arbitration**" or "**Rules**").

**2.** Unless the parties to a dispute referred to the Court of Arbitration agree otherwise, the Rules of Arbitration in force at the date of the commencement of arbitration will apply to that dispute.

**3.** The Rules of Arbitration are effective as of August 1, 2025 and their application excludes the application of the rules of any other court or arbitral institution. The Rules of Arbitration shall apply to any arbitration registered after their entry into force, unless the parties agree otherwise.

**4.** The Court has its seat established in Romania, Bucharest, 82-98 Calea Griviței, The Mark Building, The Podium, 1st floor. The address may be changed from time to time in accordance with the Rules on the Organization and Functioning of the Court of Arbitration of the German-Romanian Chamber of Industry and Commerce as enclosed in Annex 1 ("Rules of Organization").

### Article 2 Rules of Arbitration and the Principles Applying to Arbitration

**1.** The administration of the commercial disputes before the Court of Arbitration will ensure the full respect of the Rules of Arbitration and of all the principles governing the arbitration by all the participants to the dispute: due process, including the equality of the parties, the right to be heard, party autonomy, confidentiality, efficiency, expeditiousness and right to defense.

**2.** The parties may choose the procedural rules that will apply to their dispute, and in the absence of such choice, the arbitral tribunal shall determine the applicable procedural rules at its own discretion, based on the circumstances of the case. In case of any discrepancy between the Rules of Arbitration and the arbitration agreement, the arbitration agreement will prevail within the limits of applicable mandatory law and of the public policy of the applicable procedural law.

### Article 3 Service of Communication, Time Periods and Time Limits

**1.** Subject to Articles 3.2 and 3.3, the entire communication of/to (i) the parties, (ii) the arbitral tribunal and (iii) the Court of Arbitration, including, but not limited to, submissions of the parties, all documents, orders and resolutions, or (iv) to any other participant to the arbitration administered by the Court shall be transmitted electronically, by email, or on a portable storage device, or by any other means of electronic transmission that has been authorized by the Court of Arbitration or by the arbitral tribunal. If electronic transmission is not possible, the communications referred to in this Article 3 shall be sent in paper form or by any other means of communication which is agreed by the parties and approved by the arbitral tribunal.

**2.** Requests for Arbitration pursuant to Article 6 and counterclaims pursuant to Article 10 shall be sent to the Court of Arbitration both in hard copy and electronically. The hard copy shall be sent by registered mail, delivery against receipt or courier service.

The Request of Arbitration/counterclaim shall be deemed to have been received on the date of the actual receipt of the hard copy.

**3.** Save for the Request for Arbitration further to Article 3.2 and save for the Interim Measures according to Article 34, all submissions from any party to the arbitral tribunal or to the Court of Arbitration shall be sent simultaneously to the other party with a copy to the Secretary of the Court as defined in the Rules of Organization. The Court of Arbitration shall organize for each dispute a proper electronic archive with all the documents produced during the course of the proceeding and all the communications with the arbitral tribunal and the parties or with other participants to the dispute. Upon the request of the parties or the arbitral tribunal, the Court of Arbitration will provide electronic copies of these documents.

**4.** All submissions shall be sent to the last address provided by the addressee or by the party. Submissions in hard copy shall be sent by registered mail, delivery against receipt, courier, facsimile, or by any other means that provides a record of receipt. If a party appointed a counsel in order to represent the party in the proceeding ("**Counsel**"), service shall be made to the Counsel. The parties shall promptly notify any change of address to the Court of Arbitration, to the arbitral tribunal and to the other party or other parties, as the case may be.

**5.** Unless provided otherwise in Article 3.2 sentence 3, the date of transmission of any submission shall be deemed to be the date of receipt by the party itself or by its Counsel.

**6.** Time periods shall be calculated by calendar days, months or years. Time periods pursuant to the Rules of Arbitration shall commence on the first business day at the place of receipt following the deemed date of transmission pursuant to Article 3.5. In case of electronic transmission, time periods shall commence on the first business day following the date of transmission to the electronic address pursuant to Article 3.5. Public holidays and non-business days at the place of receipt that fall within a time period shall be included in the calculation of the time period, i.e. they shall not extend the time period. If the last day of a time period is a public holiday or a non-business day at the place of receipt, the time period shall expire at the end of the first subsequent business day. For the avoidance of doubt, Saturdays, Sundays and public holidays at the domicile/seat of the parties and the arbitrators are considered non-business days. The parties may agree on other time periods than the ones provided by the present Rules of Arbitration.

#### Article 4 Representation by Counsel

The parties may, in their own discretion, represent themselves in the proceeding or appoint Counsel.

#### Article 5 Commencement of Arbitration Proceeding

The arbitration shall commence upon the date of the receipt of the request for arbitration ("**Request for Arbitration**") by the Court of Arbitration ("**Commencement of Arbitration Proceeding**").

#### Article 6 Request for Arbitration

- 1.** The Request for Arbitration shall be addressed by the party/parties acting as claimant(s) ("**Claimant**", "**Claimants**" respectively), against one or more parties acting as respondent(s) ("**Respondent**", "**Respondents**" respectively), and shall contain the following information:
  - a)** The names and addresses of the parties (for legal entities of their registered office), email address, facsimile and phone number;
  - b)** the relief sought;
  - c)** particulars regarding the facts and circumstances which give rise to the claims;
  - d)** a copy of the arbitration agreement;
  - e)** the nomination of an arbitrator in accordance with Articles 15 or 16.
- 2.** In addition, the Request for Arbitration should contain:
  - a)** the amount in dispute in case of a claim for payment or an indication of the monetary value of the matter in dispute;
  - b)** particulars regarding the seat and language of the arbitration and of the governing law.

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#### The Court of Arbitration

of the German-Romanian Chamber of Industry and Commerce

**3.** If the Request for Arbitration does not contain all the information required by this Article 6.1, the Secretary of the Court of Arbitration shall notify the Claimant within 15 days after the registration of the Request for Arbitration, setting a time limit of 15 days to provide the missing information. The time limit may be extended only once in an equitable manner for reasonable grounds. If the missing information is provided within the specified time limit, the Commencement of the Arbitration Proceeding in accordance with this Article 6 shall not be affected. Otherwise, the arbitration is considered terminated, without affecting the right of the Claimant to submit a new request for arbitration.

#### Article 7 Costs upon Commencement of Arbitration Proceeding

**1.** Upon submitting the Request for Arbitration, the Claimant shall pay to the Court of Arbitration the arbitration costs, as stipulated by the Regulations on the Arbitration Fees and Costs of the Court of Arbitration provided in **Annex 2** to the Rules of Arbitration ("**Regulations on the Arbitration Fees and Costs**") effective at the date of the Commencement of Arbitration Proceeding.

**2.** The Secretary shall send to the Claimant a notification requesting the payment of the Arbitration Costs as defined in Article 21.1 within a 10-day-period according to the Fee Regulations, if and to the extent the arbitration costs have not already been settled. If the payment is not made within the specified time limit, or an equitable extension granted by the Secretary of the Court, the arbitration shall be considered terminated without prejudice to Claimant's right to submit a new request for arbitration.

#### Article 8 Transmission of the Request for Arbitration

**1.** If the Request for Arbitration complies with the requirements of Article 6.1 and the Arbitration Costs as defined in Article 21.1 below have been duly paid, the Secretary of the Court shall promptly transmit it to the Respondent.

**2.** The Secretary of the Court shall provide the service for communication of the Request for Arbitration and enclose the Rules of Arbitration and the List of Arbitrators as defined in Article 14.

**3.** If the dispute is to be conducted by an arbitral tribunal of three arbitrators and unless the parties agree otherwise, the Secretary of the Court shall request that the Respondent, upon transmitting the Request for Arbitration, nominates an arbitrator within 30 days from the receipt of the Request for Arbitration. The Secretary of the Court may extend such period only once applying equitable discretion.

4. If the parties agreed on arbitration to be conducted by a sole arbitrator, the Secretary of the Court shall request the Respondent to submit proposals for nomination of the sole arbitrator within the period specified by Article 8.3. The Secretary of the Court may extend such period only once applying equitable discretion.

#### Article 9 Answer to the Request for Arbitration

1. Within 30 days of receipt of the Request for Arbitration, the Respondent shall file its answer to the Request for Arbitration ("**Answer to the Request for Arbitration**") containing the information in Art. 6.1.a) with respect to the Respondent and:

- a) Respondent's comments on the claims made in the Request for Arbitration the basis of the claims;
- b) Responses to the relief sought, including, but not limited to, the issue of jurisdiction of the arbitral tribunal and amount in dispute;
- c) Any comments on the arbitration agreement, seat of arbitration, language of arbitration, applicable law or constitution of the arbitral tribunal.

2. The Answer to the Request for Arbitration together with any other accompanying documents shall be filed with the Court in electronic form and hardcopy.

3. Upon request from the Respondent, the Court, or after its constitution, the arbitral tribunal, may extend the time limit for filing the Answer to the Request for Arbitration to a reasonable time limit, not to exceed an additional 30 days for the Respondent to submit the Answer to the Request for Arbitration, informing Claimant of said extension.

#### Article 10 Counterclaims

1. Counterclaims shall be submitted to the Court of Arbitration and the arbitral tribunal shall decide on the admissibility of a counterclaim.

2. Articles 6 through 9 apply accordingly to any counterclaim.

#### Article 11 Joinder of Additional Parties, Consolidation and Proceedings with Multiple Parties

1. Any party who wishes to join an additional party to the arbitration or to make a request for the consolidation of one or more pending arbitrations, may file with the Court of Arbitration a request for arbitration against such additional party ("**Request for Joinder**"), or a request for consolidation ("**Request for Consolidation**"), only if:

- a) an arbitration agreement exists in relation to the additional party, in case of joinder;
- b) all the pending arbitrations are based on the same arbitration agreement, in case of consolidation.

- 2.** The Request for Joinder and the Request for Consolidation shall contain:
  - a)** the case reference of the pending arbitration(s);
  - b)** the names and addresses of the parties, including the additional party or respectively, the parties in the other arbitrations;
  - c)** a statement of the specific relief sought against the additional party or respectively, in relation to the consolidated arbitrations;
  - d)** the amount of any quantified claims and an estimate of the monetary value of any unquantified claims against the additional party or in relation to the consolidation;
  - e)** particulars regarding the facts and circumstances on which the claims against the additional party are based or which refers to the consolidated arbitration(s); and
  - f)** the arbitration agreement(s) on which the party filing the Request for Joinder or the Request for Consolidation relies upon.
- 3.** The provisions of Articles 3, 4, 5, 6, 7, 8.1 and 2, 9 and 10 shall apply accordingly to the Request for Joinder and/or to the Request for Consolidation.
- 4.** The Court shall set a time limit for the additional party to submit an Answer to the Request for Joinder or to the Request for Consolidation. Articles 3, 9 and 10 shall apply accordingly to the answers to the Request for Joinder and to the Request for Consolidation.
- 5.** The arbitral tribunal decides on the admissibility of the multi-party proceeding, considering the particular circumstances of the dispute and the efficiency of the proceeding.
- 6.** In deciding whether to join an additional party or to consolidate, the arbitral tribunal shall consult with the parties and may have regard to, amongst other things, the stage of the pending arbitration, whether the arbitrations raise common legal or factual issues, as well as the efficiency and expeditiousness of the proceeding.

## **Article 12 Arbitral Tribunal**

- 1.** Unless the parties have agreed otherwise, the arbitral tribunal shall be constituted in accordance with the Rules of Arbitration.
- 2.** The parties are free to nominate arbitrators at their own discretion and the list of arbitrators provided by the Court is not binding on them.

## **Article 13 Number of Arbitrators**

The arbitration shall be conducted by a sole arbitrator, unless the parties have agreed on an arbitral tribunal consisting of three arbitrators.

## Article 14 List of Arbitrators

The Court of Arbitration maintains a list of arbitrators ("**List of Arbitrators**") as approved from time to time by the board of the Chamber, with the consultation of the board of the Court of Arbitration ("**Board of the Court**"). The List of Arbitrators contains information on the arbitrators' professional qualifications, their reputation and foreign languages proficiency, following the criteria established by the Board of the Court.

## Article 15 Sole Arbitrator

1. If the arbitration is to be conducted by a sole arbitrator and the parties failed to jointly nominate a sole arbitrator within 30 days of receipt of the Request for Arbitration, any of the parties may request the appointment of a sole arbitrator by the Board of the Court.
2. When appointing a sole arbitrator, the Board of the Court shall consider the impartiality and independence, as well as the availability and qualification of the prospective arbitrator to conduct the proceeding in accordance with these Rules of Arbitration.
3. The Board of the Court is entitled to exercise its discretion in appointing the sole arbitrator; the List of Arbitrators is not binding.
4. The joint appointment of a sole arbitrator can be made by the parties until a sole arbitrator has been appointed by the Board of the Court in accordance with the provisions of this Article 15.2 and 15.3.
5. The provisions of this Article 15.1 to 15.4 also apply in proceedings with multiple parties with regard to the requirement of a nomination of the sole arbitrator by multiple Claimants and/or multiple Respondents referred to in the Request for Arbitration jointly.

## Article 16 Three Arbitrators

1. If the arbitration is to be conducted by three arbitrators, each party shall nominate one co-arbitrator. The president of the arbitral tribunal shall be appointed by the two co-arbitrators nominated by the parties, unless the parties have agreed otherwise.
2. Should a party fail to nominate its arbitrator within the period, or the extended period, specified by Article 8.4 sentence 2, the Board of the Court shall appoint the arbitrator for such parties and Article 15 applies accordingly.
3. Should the two arbitrators appointed by the parties fail to nominate the president of the arbitral tribunal and to notify their decision to the Court within 15 days after their appointment, the Board of the Court shall appoint a president of the arbitral tribunal upon the request of a party; Article 15 applies accordingly.

4. The provisions of this Article 16.1 to 16.3 also apply in proceedings with multiple parties with regard to the requirement of a nomination of one arbitrator each by multiple Claimants and by multiple Respondents referred to in the Request of Arbitration jointly; in case of a failure to nominate an arbitrator, this Article 16.2 and 16.3 applies with respect to the authority of the Board of the Court to make the appointment for such parties and may decide to appoint the arbitrators both for the Claimant party/parties and for the Respondent party/parties.

### Article 17 Acceptance of Appointment as Arbitrator

1. Each arbitrator shall be, prior to and during the arbitration, independent and impartial of the parties.
2. Each person appointed as arbitrator shall promptly submit to the Secretary of the Court a declaration according to Annex 3 to the Rules of Arbitration by which the prospective arbitrator accepts the appointment, confirms the compliance with the requirements agreed by the parties and states any circumstances that may question the prospective arbitrator's impartiality and independence ("**Declaration of Acceptance**").
3. The Secretary of the Court shall immediately send the declaration stipulated by this Article 17.2 to the parties.
4. Should any circumstances which concern or potentially concern the impartiality and independence of the arbitrator arise during the arbitration, the arbitrator is obliged to promptly notify the parties and the Secretary of the Court.
5. If a person fails to accept the appointment as arbitrator, a new arbitrator shall be appointed in accordance with the provisions of Articles 12, 13, 14, 15 and 17. The time limit for appointing a new arbitrator shall start running on the date of the notification of the non-acceptance of the appointment.
6. The arbitral tribunal is considered constituted as of the date when the president of the three-arbitrator tribunal or the sole arbitrator has signed the declaration of acceptance of the appointment and the file has been transmitted to the arbitral tribunal.

### Article 18 Objection to the Appointment and Challenge of Arbitrators

1. Any party may object to the appointment of an arbitrator, if circumstances exist that give rise to justified doubts as to their impartiality or independence, or if the arbitrator does not possess the qualifications agreed upon by the parties.

**2.** The objection shall be substantiated and notified to the Board of the Court within 10 days from the date when the party has become aware of the reasons for such objection. The Board shall promptly inform the arbitrator, the arbitrators respectively, and the other party/parties about the reasons for the objection, setting a reasonable time-limit for comments and, if the challenged arbitrator does not resign or if the other party/parties does/do not agree to the objection raised, the Board of the Court shall make a decision in this respect. The decision of the Board of the Court shall be delivered to the parties and to the sole arbitrator/the three arbitrators.

**3.** After appointment, an arbitrator may be challenged only for reasons of which the party becomes aware after such appointment.

### **Article 19 Dismissal of Arbitrators**

**1.** If the arbitrator fails to comply with the arbitral obligations, e.g., the arbitrator does not comply with time limits without an adequate justification, or is unable to fulfil the arbitrator's duties for legal or factual reasons, the arbitrator may be dismissed. The parties (jointly), the other arbitrators (jointly) and the Board of the Court may instruct the arbitrator to fulfil the arbitrator's duties within a reasonable time limit.

**2.** The request for the dismissal of an arbitrator may be filed by any of the parties with the Board of the Court. The Board of the Court shall communicate the request to the arbitrator, to the other party and to the other arbitrators and shall set a reasonable time limit for them to submit their comments. If, within this period, the arbitrator fails to resign or the other party does not state its agreement to the dismissal, the Board of the Court shall decide on the dismissal.

### **Article 20 Replacement of an Arbitrator**

Should an arbitrator resign or be dismissed or the function as an arbitrator be terminated otherwise, the arbitrator concerned shall be replaced in accordance with the provisions of Articles 15 and 16. The time limit for replacement shall start running from the date of receipt of the decision of the Board of the Court by which the mandate of the previous arbitrator is terminated.

## Article 21 Arbitration Costs and Advance Payments

1. The parties shall pay the arbitration costs plus VAT, if applicable, as requested by the Court of Arbitration and/or the arbitral tribunal including, but not limited to, the registration fee and arbitration cost, all expenditures and expenses related to the organization and conduct of the arbitration, the Court of Arbitration's administrative costs, the fee for the remuneration of the arbitrator(s) and the expenses required for the taking of evidence, for the witnesses and experts ("**Arbitration Costs**").
2. The Regulations on the Arbitration Fees and Costs effective at the date of the receipt of the Request for Arbitration shall apply. The amount in dispute shall be determined by the arbitral tribunal.
3. The parties are jointly and severally liable to the arbitral tribunal for the payment of the Arbitration Costs, notwithstanding any claim for reimbursement by one party against the other.
4. The arbitral tribunal may discontinue the arbitration subject to a failure of payment by the parties of Arbitration Costs in addition to the costs to be advanced upon the Commencement of the Proceeding pursuant to Article 7.

## Article 22 Jurisdiction of the Arbitral Tribunal

1. The arbitral tribunal shall decide on its own jurisdiction.
2. Objections concerning the jurisdiction of the arbitral tribunal may be submitted at the latest upon filing of the Answer to the Request for Arbitration or the Answer to a counterclaim, unless the arbitral tribunal considers that the submission of an objection to the jurisdiction after such date is justified and therefore not delayed.
3. Regarding the objections to jurisdiction, the arbitral tribunal may issue a partial award. The arbitral tribunal may however, in its own discretion, continue the arbitration and decide such objections in its final award.

## Article 23 Efficient Conduct of Proceedings

1. Subject to the strict observance of Art. 2, the arbitral tribunal shall conduct the proceedings in an efficient manner in accordance with Article 2, taking into account the complexity and economic importance of the dispute.
2. The arbitral tribunal shall hold a case management conference without delay after its constitution. The case management conference shall be organized in accordance with Articles 23.2, 23.3 and 23.4.

3. During the case management conference, the arbitral tribunal shall discuss with the parties the procedural rules to be applied in the proceedings, as well as the procedural timetable, the necessity and form of the oral hearings pursuant to Article 29, evidence, whether to employ experts and, if so, how to conduct the expert procedure efficiently, and relevant issues of fact and of law, and issue a procedural order that will record the resolutions taken by the arbitral tribunal following the case management conference and its findings on the matter.
4. If deemed necessary, the arbitral tribunal, with the consultation of the parties, may hold one or more case management conferences, and may issue additional procedural orders or amend the procedural timetable from time to time, in accordance with the progress of the dispute.
5. The arbitral tribunal shall transmit to the Court of Arbitration a copy of every procedural order and the procedural timetable, as well as any amendments thereto.

#### Article 24 Language of the Arbitration

1. Unless the parties have agreed otherwise, the arbitral tribunal shall decide the language used in the arbitration, taking into account all circumstances of the matter ("**Language of the Arbitration**").
2. The arbitral tribunal may request that documents be translated into the Language of the Arbitration and that the translation thereof meets certain requirements.

#### Article 25 Seat and Place of Arbitration

1. The parties shall agree on the seat of the arbitration. In the absence of such agreement, the Board of the Court shall decide with regard to the seat of the arbitration, taking into account all circumstances.
2. Unless the parties have agreed otherwise, the arbitral tribunal may choose any place it deems appropriate for meetings, hearings or for the submission of evidence, irrespective of the provision of Article 25.1 and the arbitral award shall be deemed to have been rendered at the seat of arbitration.

#### Article 26 Time Limit

1. The arbitral award shall, subject to an extension pursuant to Article 32, be rendered within eight months from the date on which the Court of Arbitration received the signed Declaration of Acceptance of the president of the arbitral tribunal or the sole arbitrator, as the case may be.

- 2.** Extension of the arbitration time limit shall be possible either by agreement of the parties, expressed in writing or by statement made to the arbitral tribunal, or by order of the arbitral tribunal, for justified reasons, e.g. administration of evidence, due to the duration of the conduct of expert opinions, conduct of witness, the hearing of procedural issues by state courts, the dealing with dismissal requests and any other type of state courts involvement during the arbitration.
- 3.** The extension of the time limit of the arbitration shall operate ipso iure for three months in the event of the dissolution of a party in the case of a legal entity, or of the death of a party, in the case of a natural person.

### **Article 27 Applicable Law**

- 1.** The arbitral tribunal shall settle the dispute in accordance with the applicable law, as agreed by the parties. The parties' choice of law shall be deemed to refer to the substantive law of that jurisdiction, and not to its conflict of law rules.
- 2.** If the parties have not agreed on the applicable law, the arbitral tribunal shall apply the law with the closest connection to the dispute.
- 3.** The arbitral tribunal shall apply the equity principles (*ex aequo et bono*; *amiable composition*) only if explicitly authorized to do so by the parties. The arbitral tribunal may receive such authorization until the first procedural meeting.

### **Article 28 Evidence**

- 1.** The arbitral tribunal shall decide at its own discretion on the admissibility, materiality, relevance and weight of evidence and shall establish the facts of the case by taking of evidence, including, but not limited to, the production of documents, hearing of witnesses and experts, or by any other evidence administration it deems appropriate. The arbitral tribunal is not bound by the parties' motions with respect to evidence.
- 2.** After hearing the parties, the arbitral tribunal may instruct one or more experts to deliver a report to answer specific questions determined by the arbitral tribunal. For this purpose, the arbitral tribunal may request the parties to provide to the expert any relevant information and to submit or make available any relevant documents.
- 3.** Unless otherwise agreed by the parties, if one of the parties so requests or if the arbitral tribunal considers it necessary, the expert shall, after delivery of a written report, participate in an oral hearing where the parties have the opportunity of asking questions and of presenting expert witnesses in order to testify on the points at issue.
- 4.** The arbitral tribunal may take measures to protect business secrets or confidential information resulting from the administration of evidence.

5. The parties may agree to any rules and principles on evidence which they consider appropriate, including but not limited to the IBA Rules for the Taking of Evidence in International Arbitration effective as of the date of Commencement of Arbitration Proceeding.

### Article 29 Oral Hearing

1. There shall be an oral hearing, unless both parties agree to the omission of an oral hearing. Otherwise, the arbitration shall be conducted on the basis of documents and other evidence on file.
2. The arbitral tribunal shall fix a date for the oral hearing after consulting the parties.
3. Unless the parties have agreed that any hearing will be conducted by physical attendance and/or unless one party insists on a physical hearing, the arbitral tribunal may, after consulting the parties, decide to hold the oral hearings remotely by videoconference or other appropriate means of communication.
4. The hearing shall not be open to the public.
5. The summary minutes of a hearing shall be issued by the arbitral tribunal and signed by the sole arbitrator or by all the three arbitrators, as the case may be.
6. A detailed transcript shall be made of oral hearings upon the request of any party with the Court's assistance. Any party may request a hard copy excerpt and/or a hard copy of the entire transcript. Art. 21 applies as to the costs of the transcript.

### Article 30 Submission of Evidence

1. The arbitral tribunal may at any time during the arbitration request the parties to produce documents or other evidence within a certain time limit.
2. The arbitral tribunal will decide on the manner in which the evidence is to be produced after hearing the parties.

### Article 31 Default

1. If the Respondent fails to submit an Answer to the Request for Arbitration within the time-limit set in accordance with Article 8, the arbitral tribunal may continue the proceeding without treating such failure as an admission of the Claimant's allegations.
2. If any party fails to appear at an oral hearing after having been duly summoned, or to produce documentary evidence within a set time limit, the arbitral tribunal may continue the proceeding and make the award based on the evidence established so far.
3. Should the arbitral tribunal consider that such failure is justified, the proceeding shall continue as if the failure had not occurred.

### Article 32 Suspension of Arbitration

1. The arbitral tribunal may suspend the arbitration if requested by both parties.
2. The suspension shall cease upon the request of a party for resuming the arbitration following the decision of the arbitral tribunal.
3. The suspension of the arbitration may be ordered by the arbitral tribunal in case of any justified circumstance.

### Article 33 Waiver of the Right to Objection

In case of non-compliance with a provision of the Rules of Arbitration and/or another applicable procedural rule and/or of an agreement by the parties with regard to the arbitration, the right of a party to object to such breach shall be deemed to be waived by a party, if an objection is not submitted in due course. An objection is not submitted in due course, if the objection has not been submitted without undue delay as of the knowledge or as of the grossly negligent lack of knowledge of the party of the occurrence of the breach.

### Article 34 Interim and Conservatory Measures

1. Unless the parties have agreed otherwise, the arbitral tribunal may order interim and conservatory measures, including security for damages, if requested by any of the parties, and if it considers them necessary with respect to the dispute. The parties shall comply with such orders, irrespective of whether they are enforceable before national courts.
2. In exceptional circumstances, the arbitral tribunal may rule on a request pursuant to Article 34.1 without giving prior notice to or receiving comments from the other party, if otherwise it would risk frustrating the purpose of the measure. In such case, the arbitral tribunal shall notify the other party of the request, at the latest, when ordering the measure. The arbitral tribunal shall promptly grant the other party the opportunity of submitting its comments on the measures ordered by the arbitral tribunal. Thereafter, the arbitral tribunal may confirm, amend, suspend, or revoke the measure.
3. The arbitral tribunal may request either party, as the case may be, to provide adequate security in connection with the measures stipulated by Article 34.1.
4. The arbitral tribunal orders for interim or conservatory measures shall include the reasons upon which they are based, unless agreed otherwise by the parties and shall include the date on which it was issued and the seat of arbitration. The arbitral tribunal may decide on the modification, suspension or revocation of any measure ordered in accordance with Article 34.1 at any time during the arbitration, if requested by one of the parties.

5. If a measure ordered in accordance with Article 34.1 proves to be unjustified, the party that requested such measure shall be held liable and shall indemnify the other party of any damages incurred. Damages may be claimed in relation to an interim or conservatory measure ordered by the arbitral tribunal before the arbitral tribunal during the arbitration.
6. The arbitration agreement shall not prejudice the right of any party to file a motion for interim or conservatory measures with the state courts.

### Article 35 Closing of Arbitration

1. The arbitral tribunal shall close the arbitration by means of a decision ("**Closing Decision**") when:
- a) Claimant withdraws the claim (Request for Arbitration), unless Respondent objects and the arbitral tribunal recognizes a legitimate interest on its part in obtaining a final settlement of the dispute; or
  - b) the arbitral tribunal considers the continuation of the arbitration to be impossible or the parties fail to respond to the request of the arbitral tribunal to continue the arbitration; or
  - c) the parties amicably settle the dispute and agree to close the arbitration; or
  - d) the arbitration has been suspended for a period of two years and the parties fail to provide justified reasons for extending the suspension within 30 days of receipt of a request from the arbitral tribunal.
2. In case the arbitral tribunal is not duly constituted because the nomination of an arbitrator does not occur within the set time limit and appointment by the Board of the Court is not requested by a party, the Board of the Court may issue a Closing Decision after hearing the parties. The same applies in case of non-occurrence of a nomination and non-request of appointment in case of a dismissal pursuant to Article 19.2 and for any other case of replacement of an arbitrator pursuant to Article 20.

### Article 36 Amicable Settlement of the Dispute and Award by Consent

1. At every stage of the proceeding, the arbitral tribunal should seek to encourage an amicable settlement of the dispute or of individual issues in dispute.
2. If, during the proceeding, the parties settle the dispute, the arbitral tribunal shall close the arbitration. If requested by the parties, the arbitral tribunal shall record the settlement in the form of an award by consent.

**3.** A award by consent shall be made in accordance with Article 38 and shall state that it is an arbitral award. The award by consent is not required to contain the reasons upon which it is based.

### **Article 37 Closing of Arbitration Followed by an Arbitral Award**

When the arbitral tribunal is convinced that the parties have had sufficient opportunity to present their case, the arbitral tribunal shall declare the arbitration closed. After this date, any statement of facts and on law by the parties or any further evidence shall be excluded, unless the arbitral tribunal in its discretion decides to reopen the arbitration, e.g. following a justified request from one of the parties.

### **Article 38 Issuance of the Arbitral Award**

- 1.** The arbitral tribunal is bound by the requests for relief made by the parties.
- 2.** In justified cases, the arbitral tribunal may issue interlocutory or partial awards.
- 3.** If the arbitral tribunal is constituted by three arbitrators, the arbitral award shall be issued by majority of votes. If there is no majority, the president of the arbitral tribunal shall decide.
- 4.** In case of a three-member tribunal, secret deliberations shall take place with the participation of all arbitrators, decisions being taken by majority vote. The arbitral award shall be rendered not later than 60 days after the closing of the arbitration or after the expiry of the time-limit for filing written submissions, but no later than 3 months from the hearing or from the last written submission authorised by the arbitral tribunal or within the time-limit agreed with the parties. The award shall be made in writing and shall state the reasons upon which it is based, including, but not limited to, the procedural history and the relief sought by the parties stating the date it was issued and the seat of the arbitration.
- 5.** The arbitral award shall be signed by all arbitrators. In proceedings with three arbitrators, the signatures of a majority of arbitrators shall be sufficient. The absence of the third signature shall be motivated.
- 6.** The arbitral award shall also include the arbitration agreement, the full names of the parties, the name(s) of the representatives and the names of the arbitrators who delivered the award.
- 7.** The award is considered to be rendered on the date specified therein and at the seat of the arbitration.
- 8.** The arbitral tribunal shall issue a sufficient number of original hard copies of the arbitral award. The Court of Arbitration shall keep an original award, as well as a sufficient number of originals to be sent to the parties. The Secretary of the Court shall send an original arbitral award to each party. The delivery of the award may be stayed, until the arbitration costs have been fully settled.

9. The arbitral award shall be final and binding on the parties.

### Article 39 Decision Concerning the Costs

1. Unless otherwise agreed by the parties, the arbitral tribunal shall also decide in the arbitral award which party is to bear the costs of the arbitration, including those costs incurred by the parties and which were necessary for the proper pursuit of their rights ("**Costs**"). If the determination of Costs was omitted or could be made only after the closing of the arbitration, a separate arbitral award will be issued with regard to the Costs.

2. If there is no agreement of the parties to the contrary, the unsuccessful party shall bear the costs of the arbitration. The arbitral tribunal may, taking into consideration the circumstances of the case, and where each party is partially successful and partially unsuccessful, order each party to bear its own costs or apportion the costs between the parties.

3. This Article 39.1 and 39.2 shall apply accordingly, if the dispute is settled without an arbitral award or the arbitration is closed.

### Article 40 Interpretation, Correction and Issuance of an Additional Arbitral Award

1. Any of the parties may request that the arbitral tribunal:

- a) give an interpretation of specific parts of the dispositive section of the award;
- b) correct in the award any errors in computation, any clerical or typographical errors or any errors of a similar nature;
- c) make an additional award as to claims presented in the arbitration but not dealt with in the arbitral award pursuant to Articles 38 and 39.

2. Unless the parties have agreed otherwise, the time limit for submitting a request ("**Request**") for the interpretation or correction of the arbitral award and/or an additional award shall be 30 days from the date of service of the arbitral award. The Request shall be submitted to the arbitral tribunal, which shall decide within a time limit of 30 days from the receipt of a Request and after hearing of the other party.

3. The party submitting a Request shall provide a copy of the Request to the other party.

4. After the service of the arbitral award, the arbitral tribunal may correct on its own initiative any errors in computation, any clerical or typographical errors or any errors of similar nature

5. The decision correcting or completing the arbitral award, to which the provisions of Article 38.3 to 38.9 shall apply accordingly, shall form an integral part of the arbitral award.

### Article 41 Limitation of Liability

1. Any liability of an arbitrator for any act in connection with deciding a legal matter is excluded, provided such act does not constitute an intentional breach of duty.

2. Any liability of the arbitrators in connection with the arbitration, of the Court of Arbitration, of the German-Romanian Chamber of Commerce and Industry and of the bodies and employees of the Chamber including, but not limited to, the Secretary of the Court and the Board of the Court shall be excluded provided such acts do not constitute an intentional or grossly negligent breach of duty.

#### Article 42 Confidentiality

1. The parties, the arbitrators and any other bodies and employees of the Court of Arbitration involved in the arbitration shall keep confidential the existence and the conduct of the arbitration and in particular regarding the parties involved, the witnesses, the experts and other evidence as any other persons participating to the arbitration (“**Confidentiality Obligations**”). Any person who is involved in the arbitration shall be under the obligation to observe the Confidentiality Obligations.

2. The Board of the Court may publish information on the arbitration in compilations of statistical data, provided such information excludes identification of the persons involved.

3. The access to the arbitration case file is not permitted to any third party without the consent of the arbitral tribunal and of the parties.

#### Article 43 Publication of the Arbitral Award

Subject to the agreement of all parties, the Board of the Court may decide that the arbitral award shall be published, for research or academic purposes or for publication in legal journals or legal works provided that the identity of the arbitrators and of the parties are not disclosed.

#### Article 44 Archiving of Procedural Documents

1. The Court of Arbitration shall, after completion of the arbitration, be entitled to request the procedural documents from the arbitral tribunal and to archive them.

2. The procedural documents shall be archived for a period of 5 years and administered in electronic format in compliance with the filing system of the Court of Arbitration, unless the parties agree on a shorter time period.

#### Article 45 Prevailing Version

The Rules have been drafted in English and in German and Romanian translations thereof. In case of discrepancies the English version shall prevail.

## Annex 1: Rules of Organization

### Rules on the Organization and Functioning of the Court of Arbitration of the German-Romanian Chamber of Industry and Commerce (“Rules of Organization”)

#### Table of Contents

1. Definition and Seat of the Court.....	38
2. Board of the Court of Arbitration.....	38
3. Duties of the Board of the Court.....	39
4. Secretary of the Court.....	40
5. Meetings of the Board of the Court.....	40
6. List of Arbitrators.....	40
7. Plenum of the Court.....	41
8. Operating languages.....	41

## 1. Definition and Seat of the Court

**1.1** The Court of Arbitration of the German-Romanian Chamber of Industry and Commerce ("**Court of Arbitration**") represents an independent arbitral institution, established by the German-Romanian Chamber of Industry and Commerce ("**Chamber**"), functioning in accordance with the statutory law and established in accordance with the statutes of the Chamber.

**1.2** The Court of Arbitration administers commercial disputes, either domestic or international, pursuant to an arbitration agreement concluded between the parties or based on an arbitration clause, i.e. disputes that are to be settled by an arbitral tribunal in accordance with the Rules of Arbitration of the Court of Arbitration of the German-Romanian Chamber of Industry and Commerce ("**Rules of Arbitration**").

**1.3** The Court of Arbitration has its seat established in Bucharest, 82-98 Calea Grivitei, The Mark Building, The Podium, 1st floor.

**1.4** The Chamber provides the facilities necessary for the Court of Arbitration to carry out its work.

## 2. Board of the Court of Arbitration

**2.1** The Court of Arbitration shall be presided by a board ("**Board of the Court**") composed of an uneven number of up to 5 members consisting of one president and two vice-presidents. The Board of the Court is appointed by the Board of the Chamber ("**Board of the Chamber**"), whereby the General Director of the Chamber is entitled to make motivated nominations.

**2.2** The members of the Board of the Court shall be registered as arbitrators on the list of arbitrators pursuant to Article 14 of the Rules of Arbitration ("**List of Arbitrators**"). A prerequisite for the membership of the Board of the Court is an adequate reputation in the economic and social environment and the absence of doubts as to impartiality and independence in the exercise of the office.

**2.3** The President of the Board of the Court of Arbitration ("**President of the Court**") is appointed by the Board of the Chamber.

**2.4** The two vice-presidents of the Court ("**Vice-Presidents**") are nominated by the President of the Court from among the other members of Board of the Court and are to be approved by the Board of the Chamber.

**2.5** The office of the President of the Chamber is incompatible with the office of the President of the Court.

**2.6** The members of the Board of the Court shall be appointed for a period of 3 years with the possibility of renewal by decision of the Board of the Chamber.

**2.7** If a member of the Board of the Court is no longer able to perform the function, a successor is appointed in compliance with this Section 2.1 to 2.5 for the remainder of the term of office.

**2.8** At the President of the Court's request, in the absence or otherwise when the President of the Court is unable to act, one of the Vice-Presidents shall perform the President's duties.

### **3. Duties of the Board of the Court**

**3.1.** The Board of the Court has the following main duties:

- a) providing the coordination of the management of the Court of Arbitration;
- b) initiating the adoption and amendment of the Rules of Arbitration and the Rules of the Board of the Court with Annexes thereto;
- c) exercising the powers conferred to the Board of the Court by the Rules of Arbitration and taking the relevant decisions thereon;
- d) establishing and, as the case may be, updating, the criteria for registration of the arbitrators on the List of Arbitrators;
- e) proposing the applications for the registration on the List of Arbitrators;
- f) proposing the removal of arbitrators from the List of Arbitrators;
- g) updating the List of Arbitrators;
- h) proposing the adoption and amendment of the attributions of the Secretary of the Court as defined in Section 4.1 below ;
- i) performing any other duties provided for by statutory law, the Rules of Organization Court and the Rules of Arbitration.

**3.2.** The President of the Court has the following main duties:

- a) leading the activity of the Board of the Court;
- b) representing the Court of Arbitration in all domestic and international relations;
- c) exercising the powers with regard to the organization and administration of arbitration disputes;
- d) convening and chairing the meetings of the Board of the Court;
- e) convening and chairing the meetings of the Plenum of the Court as defined in Section 7.1;
- f) performing any other duties provided for by law, the Rules of Organization of the Court and the Rules of Arbitration.

The President of the Court may delegate duties to the Vice-Presidents of the Court.

**3.3.** The Vice-Presidents of the Court have the following main duties:

- a) exercising the powers delegated by the President of the Court;

- b) replacing the President of the Court in case of a temporary inability to perform the duties;
- c) performing any other duties provided for by law, the Rules of Organization and the Rules of Arbitration.

#### 4. Secretary of the Court

**4.1.** The Board of the Court designates a Secretary, who will be in charge with carrying out the board's administrative duties, pursuant to the Rules of Arbitration ("**Secretary of the Court**").

**4.2.** The Secretary of the Court may propose auxiliary personnel, when necessary for the administration of the arbitration.

#### 5. Meetings of the Board of the Court

**5.1.** The meetings of the Board of the Court shall be convened by the President of the Court at least two times per year or whenever it is necessary or required by any other member of the Board of the Court.

**5.2.** The Board of the Chamber may also request the President of the Court to convene a meeting.

**5.3.** The meeting shall take place physically, virtually or in a hybrid manner, and shall be recorded in minutes signed by the President and the secretary of the meeting, if any, in charge to draft the minutes of the meeting.

**5.4.** The meetings of the Board of the Court shall be considered valid with a quorum of half plus one of its members and the Board of the Court may validly adopt decisions by simple majority of the attending members.

**5.5.** Absent members of the Board of the Court shall be informed about the adopted decisions by way of distribution of the minutes thereof.

#### 6. List of Arbitrators

**6.1.** The Court of Arbitration maintains a List of Arbitrators, which is approved by the Board of the Chamber at the proposal of the Board of the Court. Only persons qualifying for the regular fulfillment of the duties of an arbitrator may be included on this List of Arbitrators. For this purpose, the Board of the Court establishes specific criteria from time to time. These criteria may refer to, amongst other things, seniority in the legal profession as either attorney-at-law or university law professor.

**6.2.** The List of Arbitrators shall be verified periodically and updated by the Board of the Court.

**6.3.** The Board of the Chamber decides on the removal of arbitrators from the List of Arbitrators including, but not limited to, for cases of death or permanent inability or for material infringement of the duties as arbitrator upon consultation of the Board of the Court.

**6.4.** The List of Arbitrators is non-binding on the parties.

**6.5.** The List of Arbitrators may include also, provided the arbitrators meet the criteria established by the Board of the Court, persons appearing on the lists of arbitrators of permanent arbitral institutions of arbitration from abroad.

**6.6.** In order to be registered on the List of Arbitrators, the applicant shall submit the following documents to the Board of the Court:

- a) written request;
- b) sufficient evidence on the qualification of the candidate as requested by the guidelines published by the Board of the Court as amended from time to time.

The Board of the Court examines the applications for registration with the List of arbitrators within the regular meetings of the Board of the Court, as described in section 3.1.d) to g).

## 7. Plenum of the Court

**7.1.** The arbitrators registered on the List of Arbitrators form the plenum of the Court ("**Plenum of the Court**").

**7.2.** The meetings of the Plenum of the Court are convened annually and are presided by the President of the Court. Section 5.3. applies accordingly.

**7.3.** During the meetings, the Plenum of the Court discusses legal procedural issues arising during the disputes settled or that are to be settled by the Court of Arbitration, in order to support a uniform jurisprudence and examines the proposals of the Board of the Court with regard to the regulations concerning domestic and international arbitration and other modalities of alternative dispute settlement.

## 8. Operating languages

German, Romanian and English are the operating languages of the Court and its bodies.

## Annex 2: Regulations on the Arbitration Fees and Costs

### REGULATIONS ON THE ARBITRATION FEES AND COSTS OF THE COURT OF ARBITRATION

#### Sec. 1

The costs of the arbitration administered by the Court of Arbitration shall be paid by the parties according to the Rules of Arbitration and in the amounts stipulated by these regulations.

#### Sec. 2

The arbitration costs shall include the:

- a) registration fee;
- b) arbitration fee;
- c) fees and expenses of the arbitral tribunal.

#### Sec. 3

1. The registration fee is € 350 (plus VAT, if applicable).
2. The registration fee covers the costs of the Court of Arbitration related to the initiation of the arbitration and is non-refundable.

#### Sec. 4

The arbitration fee includes (plus VAT, if applicable):

- a) a 60% share for the remuneration of arbitrators;
- b) a 40% share for covering the administrative costs of the Court of Arbitration.

#### Sec. 5

1. The value of the costs to be paid in advance shall be decided by the arbitral tribunal.
2. In determining the advance costs, the arbitral tribunal shall consider the costs incurred by arbitrators in connection with the exercise of their duties. The costs related to instructing experts shall also be considered as well as any administrative costs.
3. The costs related to the participation of a witness in the arbitration shall be advanced by the party which nominated the respective witness.

#### Sec. 6

1. The value of the arbitration fee shall be determined depending on the value of the claims, as follows (plus VAT, if applicable):

- a) for claims up to € 10.000, 8%, but no less than € 800,
- b) for claims of € 10.001 to € 100.000, € 800 + 6% of any amounts exceeding € 10.000,
- c) for claims of € 100.001 to € 200.000, € 6.200 + 5% of any amounts exceeding € 100.000,
- d) for claims of € 200.001 to € 500.000, € 11.200 + 3.5% of any amounts exceeding € 200.000,
- e) for claims of € 500.001 to € 1.000.000, € 21.700 + 2% of any amounts exceeding € 500.000,
- f) for claims exceeding € 1.000.000, € 31.700 + 0.5% of any amounts exceeding € 1.000.000.

**2.** The arbitration fee shall not exceed the value of € 200.000 (plus VAT, if applicable).

### **Sec. 7**

If a third party joins the proceedings or one of the parties requests a third party to join the proceedings, the arbitration fee shall be 20% of the fee calculated according to the provisions of § 6 for each party joining the arbitration, each party being requested to do so respectively.

### **Sec. 8**

Upon commencement of or during the arbitration the arbitral tribunal may request that the parties pay for the necessary costs in advance and may condition the continuation of the arbitration upon such advance payment.

### **Sec. 9**

**1.** If the Request for Arbitration is withdrawn and the fees have already been paid:

- a) 80% of the arbitration fee shall be refunded, if the Request for Arbitration is withdrawn before the Secretary of the Court of Arbitration instructs the sending of the request to the Respondent,
- b) 65% of the arbitration fee shall be refunded, if the Request for Arbitration is withdrawn after the Secretary of the Court of Arbitration instructed the sending of the request to the Respondent, but the arbitral tribunal has not been constituted,
- c) 50% of the arbitration fee shall be refunded if the Request for Arbitration is withdrawn after the arbitral tribunal has been constituted, but before its first hearing.

**2.** The arbitral tribunal decides by resolution on the closing of the arbitration simultaneously on the refund of the arbitration fee. The Board of the Court decides on the refund, if the arbitral tribunal has not yet been constituted.

### **Sec. 10**

The Court of Arbitration shall charge a fee of € 1 per page for any additional copies of the documents issued.

## Annex 3: Declaration of Acceptance

### DECLARATION OF ACCEPTANCE

.....  
Header / Seal

#### Acceptance and declaration of neutrality

I,....., hereby agree and undertake to act as arbitrator / sole arbitrator / chairman of arbitral tribunal in the arbitration for settlement of the dispute between..... and ..... in the arbitration file registered with the Court of Arbitration as of the date of ..... under the no. ....

I have been informed with regard to the arbitration agreement concluded on ..... and the identity of the parties and I hereby agree to its content. I hereby undertake to comply with the regulations applicable to the procedure, as well as with any other legal provisions.

I also undertake to comply with any future legally admissible and equitable instructions that may be issued by the parties involved in the arbitrated dispute and to provide the full availability to exercise the mandate given by the parties.

I hereby declare and represent that I am independent from each of the parties and that I do not have any business or personal relations with any of the parties or with their representatives or employees. To the best of my knowledge and belief, there are no circumstances that may question my neutrality and independence from the parties.\*

I hereby undertake to provide the Court upon its request after completion of the arbitration with the procedural documents without delay.

Place: .....

Date: .....

Signature: .....

\* Disclosures:





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