

**RULES OF PROCEEDINGS
OF THE ENERGY ARBITRATION COURT**

June 2, 2010

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STANDARD ARBITRATION CLAUSE:

"The parties agree that all disputes arising from or in connection with the present contract, its breach, termination, validity or interpretation, shall be exclusively decided by the Energy Arbitration Court in accordance with its own Rules of Proceedings."

The parties may wish to consider adding:

- a) The number of arbitrators shall be: ● (one, three).
- b) The language(s) to be used in the proceedings shall be ● (Hungarian, German, English).
- c) The place of arbitration shall be: ●

I. GENERAL PROVISIONS

1.§ Jurisdiction of the Arbitration Court

(1) The jurisdiction of the Arbitration Court encompasses the settlement of all disputes where

- a) at least one of the parties is a natural or legal person professionally engaged in business activities and possesses a license issued by the Hungarian Energy Office (hereinafter: HEO) or a similar foreign authority, and the dispute is related to such of its activities; and
- b) the parties may freely dispose of the subject-matter of the proceedings; and
- c) the jurisdiction of the Arbitration Court has been stipulated in an arbitration agreement.

(2) An arbitration agreement is an agreement by the parties to submit their specified disputes, which have arisen or which may arise between them either out of a contract or otherwise, to the Arbitration Court. An arbitration agreement may be formed as part of a contract or in the form of a separate contract. The arbitration agreement must be made in writing. An agreement shall be deemed to be in writing if it has been entered into by an exchange of letters, facsimile transmissions or electronic mail or any other means providing for a permanent record of the exchanges creating the agreement. It shall also be deemed to be an arbitration agreement made in writing if one of the parties states in its request for arbitration, and the other party does not deny in its response brief, that they have entered into an arbitration agreement. A reference made to a written document containing an agreement of an arbitration clause shall constitute an arbitration agreement provided that the arbitration clause contained in such document constitutes part of the contract.

(3) It is not in conflict with a stipulation to the jurisdiction of the Arbitration Court and does not imply a renouncement thereof if either party resorts to an ordinary court in order to have interim or conservatory measures ordered. The Arbitration Court must be immediately notified of the submission of such a request and decisions made on such a request.

(4) The Arbitration Court considers the existence of its jurisdiction *ex officio*. It shall be in the jurisdiction of the Arbitration Court to render a decision on the existence of its own jurisdiction, or the lack thereof, as well as to adjudicate objections to the existence or validity of the arbitration agreement. For this purpose, the arbitration agreement forming part of a contract shall be treated as an agreement separate from other clauses and stipulations of the said contract. A decision by the Arbitration Court, according to which the contract has not been formed, or is invalid, does not entail the invalidity of the arbitration agreement.

(5) The Arbitration Court cannot find that it has no jurisdiction if the ordinary court having proceeded in the same matter terminated its proceedings or rejected the statement of claim without issuing summons in a final and binding due to the fact that the matter falls under arbitration.

(6) All objections to the jurisdiction of the Arbitration Court shall be made no later than together with the first response brief. The fact that the party selected an arbitrator does not preclude it from challenging the jurisdiction of the Arbitration Court.

(7) The Arbitration Court usually rules separately on the objections challenging its jurisdiction as preliminary issues. The Arbitration Court, however, is entitled to conduct the proceedings and rule on the objection in its decision resolving the dispute.

(8) The parties may agree that the Arbitration Court conducts the arbitration based on the UNCITRAL Model Rules effective at the time of commencing the arbitration. In such cases, the provisions of these Rules of Proceedings will not apply.

2. § Arbitrators

(1) Any Hungarian or foreign national, whether or not included in the list of arbitrators, may be appointed as an arbitrator provided that he/she

- furnishes the Arbitration Court with a written declaration whereby he/she undertakes to arbitrate in line with the present Rules of Proceedings;
- is independent and unbiased and furnishes the Arbitration Court with a written declaration providing so;
- has the legal, economic, energy related and other skills required to arbitrate the dispute falling within the jurisdiction of the Arbitration Court;
- has the required command of the languages of the given case; and
- does not fall under the limitations set forth in Section 12 of the Act LXXI of 1994 on arbitration or Section 169 (5) of the Act LXXXVI of 2007 on electricity.

(2) In discharging their duties, the arbitrators shall be independent and unbiased and shall not represent either party. In the course of the proceedings, they must not accept instructions and shall retain in strict confidence, even after the completion of the proceedings, the circumstances they have become aware of while discharging their duties. The arbitrators may not provide information, nor may they make any statement in respect of any case, whether closed or still pending.

(3) The cases shall be arbitrated either by a tribunal of three arbitrators or a sole arbitrator. The tribunal shall be formed, or the sole arbitrator shall be appointed, in accordance with the provisions of the present Rules of Proceedings. The powers of a sole arbitrator are identical with those of a tribunal.

(4) The President of the Arbitration Court and members of its Presidential Board can be selected as chairman of the proceeding tribunal or arbitrators in the same manner as the other arbitrators included in the list of arbitrators. In such cases, however, he/she cannot carry out his/her tasks conferred upon him/her by the Rules of Proceedings in respect of the actual case and may not exercise his/her presidential rights or rights related to his/her Presidential Board membership.

3. § Seat of the Arbitration Court and the Venue of Hearings

(1) The seat of the Arbitration Court is in Budapest.

(2) The venue of the hearings shall be in the Arbitration Court's meeting room in Budapest. If necessary, the proceeding tribunal may decide to hold hearings in a different place.

4. § Filing of Documents

(1) All documents pertaining to initiating or conducting the arbitration shall be filed in so many copies that each party or intervening party receives a copy and the Arbitration Court four copies.

(2) The submissions referred to in paragraph (1) shall be submitted in the language the parties designated as the language of the proceedings /see Article 5 paragraph 1/.

(3) In the lack of such agreement, the submissions must be provided in the Hungarian, German, English or Russian language until the proceeding tribunal determines the language of the proceedings according to Article 5.

(4) The Secretariat of the Arbitration Court shall also correspond with the parties in the language under paragraph (3) of the present Article until the proceeding tribunal determines the language of the proceedings otherwise.

(5) The parties must simultaneously send copies of their submission to the other parties in a way evidencing delivery.

5. § Language of Proceedings

(1) The parties may freely determine the language of the arbitration if conditions of conducting the proceedings in that language can be provided for.

(2) Absent an agreement by the parties, the proceeding tribunal shall determine the language of the proceedings having regard to all circumstances of the case at hand, including the language of the contract between the parties and the governing law.

(3) Minutes of the hearings shall be prepared and decisions shall be rendered in the language of the proceedings.

6. § Term of Arbitration

Whenever possible, the Arbitration Court shall conclude the proceedings within five months as from the formation of the tribunal.

7. § Delivery and Service of Documents

(1) Submissions and documents of the case shall be delivered by the Secretariat to the address specified by the parties.

(2) The request for arbitration, the response brief, further submissions of the parties, summons and decisions of the Arbitration Court shall be delivered by the Secretariat through registered letters with notices of receipt.

(3) The Secretariat may forward other documents by registered letter, fax or e-mail.

(4) Any of the documents mentioned in this Article may be served, against receipt, personally on the party.

(5) Unless otherwise agreed by the parties, any written communication shall be deemed to have been received on the day when

a) it is served on the party personally; or

b) it is delivered to its registered seat, place of business or residence (hereinafter: registered seat), usual place of abode or mailing address of the addressee.

(6) Letters shall be deemed to have been delivered on the eighth day of dispatch in the cases of domestic addressees, and on the fifteenth day of dispatch in the cases of foreign addressees, if the

written communication was sent through registered mail, or in any way proving attempt of delivery to the last known seat, usual place of abode of the addressee.

8. § Representation of Parties

(1) The parties may participate in the arbitration either in person or by way of duly authorized representatives.

(2) The party may choose its representative at its discretion, who may be a Hungarian or foreign natural or legal person.

(3) Arbitrators included in the list of arbitrators published by the Arbitration Court, as well as employees of the HEO, may not act as representatives in proceedings pending before this institution. Any person, who is not included in the list of arbitrators but is appointed by either party as an arbitrator, during discharging his duties as an arbitrator and for a year after the termination of his mandate, may also not act as a representative before the Arbitration Court.

9. § Governing Law

(1) The proceeding tribunal, or sole arbitrator, (hereinafter: proceeding tribunal) shall apply the law stipulated by the parties. The limitation to applying foreign law is the Hungarian *ordre public*. A stipulation to a legal system shall be understood to refer directly to the substantive law of the given state and not its rules pertaining to the conflict of laws.

(2) In the absence of the parties' stipulation, the proceeding tribunal shall apply the law which it believes to apply under international treaties or, in the absence of treaties, the provisions of Hungarian private international law.

(3) The proceeding tribunal may render a decision on the basis of equity (*ex aequo et bono*) or as a friendly mediator (*amicable compositeur*) only if the parties expressly authorize it to do so.

10. § Confidential Treatment of Decisions of the Arbitration Court

(1) The Arbitration Court may not give any information on pending cases and on its decisions, or about their contents.

(2) The decisions of the Arbitration Court may be published in legal journals or special publications only upon the permission of the President of the Arbitration Court and only in such a way that the interest of the parties will not suffer any harm and the name of the parties, the nature of services and the consideration or any of these particulars may only appear with the express consent of both parties.

11. § Waiver of the Right to Protest against Violation of the Rules of Proceedings

A party who is aware that some stipulation or provision of the present Rules of Proceedings has not been observed and, despite this fact, continues to participate in the proceedings without immediately objecting to the breach of the stipulation or provision, shall be deemed to have waived its right to protest.

II. ARBITRATION PROCEEDINGS

12. § Manner of the Proceedings

(1) In respect of procedural matters not addressed in the Rules of Proceedings, in the absence of a unanimous declaration by the parties, the tribunal shall proceed the way it sees fit while giving due consideration to the general procedural principles corresponding to the domestic or foreign nature of the parties' legal relationship.

(2) In the course of the proceedings, due respect shall be given to the principles of equal rights and treatment of the parties and to the right of each party to familiarize itself with the documents of arbitration, the submissions made and evidence supported by other parties, and the procedural actions taken by the tribunal, and to the rights of each party to articulate its standpoint orally or in writing in the course of the proceedings.

(3) In the course of the proceedings, the tribunal seeks a peaceful settlement between the parties (settlement).

13. § Appointment of Arbitrators

(1) Each party shall have the right to appoint an arbitrator. The Arbitration Court generally proceeds through a tribunal of three members, where both parties delegate one arbitrator each and those two arbitrators elect the chairman of the tribunal. If the arbitrators appointed by the parties elect a chairman not included in the list of arbitrators, they shall notify the Presidential Board of the Arbitration Court and provide the reasons for such an election. If there are multiple claimants or multiple respondents, the group of claimants and the group of respondents, respectively, may jointly designate one arbitrator each. A party may request that the Arbitration Court appoint an arbitrator for it.

(2) The claimant shall appoint an arbitrator in its request for arbitration. The respondent must designate an arbitrator within thirty days from the date the request for arbitration has been delivered to it, even if it contests the jurisdiction of the Arbitration Court or if it submits its response brief at a later date.

(3) The parties may agree that their case be arbitrated by a sole arbitrator.

(4) If the claimant has not appointed an arbitrator in its request for arbitration and it has not requested the Arbitration Court to appoint an arbitrator for it, the Arbitration Court shall request that the claimant remedy such failure. If the claimant fails to comply with the request within the term fixed by the Arbitration Court, the Arbitration Court shall terminate the proceedings. If the respondent fails to appoint an arbitrator within thirty days from the date the request for arbitration has been delivered, the Arbitration Court shall set an additional term of fifteen days and, if it lapses unsuccessfully, it will appoint an arbitrator for the respondent. The Arbitration Court proceeds in the same manner if the arbitrators appointed by the parties fail to elect the chairman of the tribunal within fifteen days, or, if an arbitrator of foreign residence is involved, within thirty days.

(5) The appointment of an arbitrator residing abroad is valid only if the party appointing him/her advances the travel and living expenses of such arbitrator within the time limit set by the Arbitration Court. Failure to do so will result in the application of paragraph (4).

(6) If any of the arbitrators appointed by the parties, or the chairman elected by the arbitrators, does not undertake to serve as an arbitrator or chairman, or is prevented from discharging such duties in any way, the Arbitration Court shall request the party to appoint a new arbitrator, unless it appointed a substitute arbitrator, in fifteen days or will ask the arbitrators to elect a new chairman within the same time limit. If either time limit passes without an appointment, the Presidential Board of the Arbitration Court shall appoint the arbitrator or the chairman.

(7) If multiple claimants or multiple respondents cannot agree on the joint appointment of an arbitrator, the Presidential Board of the Arbitration Court shall appoint the arbitrator for the parties.

(8) The Arbitration Court may appoint arbitrators or chairmen only from the list of arbitrators.

14. § Challenge of the Arbitrators or the Chairman of the Tribunal

(1) Unless otherwise agreed by the parties, no one may be precluded from serving as arbitrator or chairman based on his/her citizenship or nationality.

(2) The party may challenge an arbitrator or the chairman of the tribunal if circumstances give rise to well-founded doubts concerning their impartiality or independence, or if an arbitrator lacks the qualifications or other skills agreed by the parties. A party may challenge the arbitrator it appointed only if it has become aware of circumstances justifying such challenge after the appointment.

(3) The arbitrator or the chairman must immediately notify other members of the tribunal, as well as the parties, and the sole arbitrator shall immediately notify the President of the Arbitration Court and the parties, if they become aware of any circumstance that may be inconsistent with their independence and impartiality.

(4) The other members of the tribunal shall decide upon the challenge made by a party or the notice given by the arbitrator or the chairman. If they cannot reach an agreement, or if two arbitrators or the sole arbitrator is challenged, the Presidential Board of the Arbitration Court shall render a decision. Similarly, the Presidential Board shall decide upon a challenge submitted before the tribunal is formed.

(5) If a resolution is rendered upholding the challenge or the notice, the new arbitrator, chairman or sole arbitrator shall be selected according to the provisions of the present Rules of Proceedings. The proceeding tribunal may, based on party request or on its own accord, decide if previous parts of the hearing need to be repeated.

(6) Challenges must be submitted within fifteen days of becoming aware of the composition of the tribunal. A subsequent challenge may only be made if the circumstances described in paragraph (2) occur at a later point in time, but even in such an event the challenge can only be mounted within fifteen days of the party becoming aware of such circumstance. No motion for exclusion can be submitted after the closing of the hearing.

15. § Termination of Arbitrator's (Chairman's) Mandate

(1) Upon concluding the proceedings, except in cases under paragraph (5), the arbitrators' (chairman's) mandate terminates.

(2) The arbitrator's (chairman's) mandate also terminates in the events specified in Sections 21 (1) and (2), as well as Section 19 (3) of the Act on Arbitration, or other Acts. It is the Presidential Board of the Arbitration Court that decides whether or not the arbitrator failed to proceed in due time.

(3) The arbitrator's (chairman's) mandate terminates if a challenge has been granted in the course of the procedure set forth by these Rules of Proceedings.

(4) In the event the arbitrator's (chairman's) mandate terminates, a new arbitrator shall be appointed in accordance with the provisions of these Rules of Proceedings. The elimination of the arbitrator appointed by the party does not affect the person of the chairman previously elected.

(5) The arbitrator having taken part in rendering the award shall, without further compensation, also take part in the proceedings aimed at supplementing or correcting the award.

(6) If in the course of the proceedings there has been a change in the person of the arbitrator appointed by the party (or instead of it the President of the Arbitration Court), the Presidential Board of the Arbitration Court shall decide upon the amount of compensation and its division between the arbitrators having taken up the same position.

16. § Initiating Arbitration

(1) The arbitration shall commence by submitting a request for arbitration with the Secretariat of the Arbitration Court.

(2) The date of filing the request for arbitration shall be:

- the day of submitting it to the Secretariat of the Arbitration Court or, in the case of delivery by mail, the day the Secretariat receives it (stamp indicating the date of receipt).

(3) Simultaneously with the submission to the Secretariat of the Arbitration Court, the claimant must send the request for arbitration to the respondent(s) by registered mail with notice of receipt, as well as pay the registration fee fixed in the annex specifying the Rules of Fees to the account of the Arbitration Court, and submit copies of the certificates thereof to the Secretariat of the Arbitration Court.

17. § Contents of the Request for Arbitration

(1) The request for arbitration must include:

- a) the exact names and addresses of the parties in a way preventing confusion;
- b) the particulars providing for the jurisdiction of the Arbitration Court;
- c) claim of the claimant;
- d) the legal grounds for the claim and a description of the facts on which the claimant bases its claim, as well as reference to evidence;
- e) the amount in dispute;
- f) the given and family name of the arbitrator chosen by the claimant, or a request that the Arbitration Court appoint an arbitrator for it;
- g) a list of the documents attached to the request for arbitration;

- h) the proper signature of the claimant or its duly authorized counsel, as well as extracts from corporate registry in respect of each party or similar documents under the respective laws under which they are organized.

(2) The claimant must pay the advance on the fee of arbitration fixed by the Secretariat within the term specified in the notice to the account specified therein. Payment is a condition precedent to commencing the proceedings.

18. § Amount in Dispute

(1) The amount in dispute is determined:

- a) in respect of monetary claims: as the amount so claimed;
- b) in respect of claims for vindicating an object: the value of the object so claimed;
- c) in respect of claims for declaratory judgments, or claims for a specified act be performed or abstained from: the value of the object of the legal relationship, which is generally the amount the claimant accepts as satisfaction of its claim towards the respondent;
- d) in respect of claims relating to lease agreements or other long-term periodical services: one year's rent or contractual fee;
- e) in other cases: the amount fixed by the tribunal.

(2) Upon determining the amount in dispute, the value at the time of submitting the request for arbitration, excluding incidental services, shall govern.

(3) In respect of multiple claims, the value of each claim shall be determined separately. The total sum of all such claims shall determine the amount in dispute.

(4) The claimant must indicate the amount in dispute in its request for arbitration even if its claim, in whole or in part, is not of monetary nature.

(5) If the claimant failed to indicate or incorrectly indicated the amount in dispute, the Arbitration Court shall, *ex officio* or on motion of the respondent, determine the amount in dispute based on the available data.

19. § Correction of Defects in the Request for Arbitration

(1) If the Arbitration Court decides that the request for arbitration does not satisfy the requirements set forth in these Rules of Proceedings, it calls upon the claimant to correct the defects so found while setting a deadline. The term fixed for correcting the defects cannot exceed thirty days as from the receipt of the notice.

(2) If the claimant disregards the notice to cure the defects of the request for arbitration, the Presidential Board of the Arbitration Court terminates the proceedings by a ruling.

20. § Response Brief of Respondent

(1) The Secretariat notifies the respondent of having received the request for arbitration and forwards to it a copy of the request for arbitration together with its annexes, as well as the list of arbitrators.

(2) At the same time, the Secretariat calls upon the respondent to submit its response brief, along with proper evidence, within thirty days as from the receipt of the request for arbitration. Based on a justified request of the claimant, the President of the Arbitration Court may shorten this period to fifteen days if warranted by the circumstances of the case. Upon a request of the respondent, the deadline for submitting a response brief may be extended with an additional fifteen days while also notifying the claimant. The provisions related to the contents of the request for arbitration shall apply to the contents of the response brief, where appropriate.

(3) If the respondent fails to submit a response brief within the deadline extended by the Arbitration Court, the proceedings tribunal may deliver its resolution based on the available documents and evidence.

(4) The respondent shall appoint an arbitrator within the original deadline set under paragraph (2) for submitting a response brief, or request that the President of the Arbitration Court appoint an arbitrator for it. If no appointment or a request for nomination is submitted, the Board of the Arbitration Court will appoint an arbitrator at its discretion.

21. § Amendment of the Claim or Defense

In the course of the arbitration, either party may amend or supplement its request for arbitration or response, respectively, to the extent it does not violate the requirement of exercising rights in good faith and does not result in an undue delay in the proceedings.

22. § Formation of the Tribunal

(1) The arbitrators appointed by the parties or the Arbitration Court elect the chairman of the tribunal according to Article 13.

(2) As of the formation of the proceeding tribunal, the measures needed to conduct the arbitration are taken by the proceeding tribunal to which it may request assistance from the Secretariat.

(3) The chairman of the proceeding tribunal, unless explicitly precluded by the parties, has the power to take procedural measures not affecting the decision on the merits of the case (e.g., reasonable amendment of the deadline for filing submissions, invitation of the party or parties in default to perform their procedural obligations).

23. § Preparation of the Hearing by the Arbitrators

(1) The proceeding tribunal shall review the measures taken in preparation of the hearing and implements further measures if need be, including requesting the parties to submit further written statements, evidence and other supplementary documents. The proceeding tribunal shall decide what further submission the parties may or must submit, in addition to the request for arbitration and the response brief, and fixes the deadline for filing such submissions.

(2) If the party fails to comply with the request under paragraph (1) within the time limit set, the proceeding tribunal may render its decision based on the available documents.

24. § Summons to the Hearing

The parties shall be notified of the time and place of the arbitration hearing by way of summons. Summons must be sent in a way to allow fifteen days for each party to prepare for the hearing.

25. § Change in the Person of the Parties, Interpleading in the Proceedings

(1) If the proceeding tribunal finds that the arbitration agreement extends to the legal successor of a party, in case there is a legal succession in the legal relationship forming the basis for the proceedings, the legal successor may act instead of the legal predecessor further in the proceedings. In such a case, if possible or necessary, the legal predecessor must be released from the proceedings and the proceedings must be terminated in its respect.

(2) The legal successor of the claimant may participate in the proceedings, may extend the claimant's claims to the legal successor of the respondent. The written consent of the claimant is needed for the legal successor of claimant to take part in the proceedings, while both parties' written consent is necessary for the legal successor of the respondent to enter into the proceedings. Consent is not necessary if the reason for entering into the proceedings is that the legal predecessor has ceased or transformed by legal succession. Legal succession must in all cases be verified.

(3) Procedural actions taken and decisions rendered until the time the legal predecessor has been released from the proceedings shall have effect on the legal successor, as well.

(4) Any person having a legal interest in the outcome of the arbitration may interplead in order to assist the party having the same interest to win the case. The proceedings tribunal shall decide whether to allow interpleading in the form of a ruling. The proceedings tribunal may only allow interpleading with both parties' consent.

26. § Presence at the Hearing

The hearing shall not be public. In addition to the chairman and members of the tribunal, the parties, their representatives, interpleader, its representative, the court reporter, interpreter and, if applicable, experts and witnesses, as well as the President of the Arbitration Court, only such persons may be present whose presence has been consented to by the proceeding tribunal and all parties. The names of all persons present at the hearing on behalf of the parties shall be recorded in the minutes.

27. § Participation of the Parties

The hearing can be held even in the absence of a party duly notified if the time and place of the hearing.

28. § Adjudication of the Case without Oral Hearing

By submitting a joint request, the parties may ask that the proceedings tribunal decide the case without holding an oral hearing based on the available documents. The proceeding tribunal may order an oral hearing even in such a case if it finds necessary for deciding the case.

29. § Counterclaim and Claim for Set-Off

(1) Before the closing of the oral hearing on the principal claim the respondent may submit a counterclaim provided that the Arbitration Court has jurisdiction over the counterclaim.

(2) The counterclaim shall be governed by the same rules applicable to the principal claim.

(3) The respondent may also submit a claim for set-off against the claimant in respect of due claims of the same nature, provided that the Arbitration Court has jurisdiction over such claims.

30. § Evidence

(1) Each party must prove the circumstances on which it bases a claim or defense. The proceeding tribunal may instruct a party to submit further evidence, order the presentation of expert opinion, obtain evidence from third parties and order the hearing of witnesses.

(2) The parties shall submit the original or copies of written evidence in such number to allow each party to be provided with one copy and the Arbitration Court with four copies. If it becomes necessary for deciding the case, the proceedings tribunal may request the party to submit a translation of the written evidence in the language of the contract or the proceedings.

(3) If the party fails to submit the required evidence by the time fixed by the proceeding tribunal, the tribunal may render its decision based on the data and evidence available to it at the time.

(4) The manner of taking evidence shall be determined by the proceeding tribunal. The arbitrators shall evaluate the evidence according to their inner conviction.

(5) The proceeding tribunal shall have the power to order the use of one or more experts and request that the expert provides a written opinion on the issues determined by the proceeding tribunal. The proceeding tribunal shall inform the parties about the duties of the expert by sending a copy of its order.

(6) The parties shall provide all essential information to the expert and present to him/her, for the purpose of examination, all significant documents or goods he/she may find necessary. All disputes arising between a party and the expert about whether the expert rightfully requested information or the presentation of something must be submitted to the proceeding tribunal for resolution.

(7) Upon receipt, the Arbitration Court shall deliver the expert opinion to all parties so as to provide an opportunity for them to make comments in its respect. Each party is entitled to inspect all documents on which the expert based its opinion.

(8) After submission of the expert opinion, the expert may be heard in the course of the hearing where the parties may appear and ask the expert questions. Each party may bring expert witnesses to such hearing for providing evidence to the disputed issues.

(9) Upon ordering expert testimony, the proceeding tribunal shall require the parties to advance the fees and costs of the expert in the form of a ruling. The advance of costs and fees shall generally be paid by the parties in an equal proportion. If any of the parties fails to make the advance payment within the time fixed by the proceeding tribunal, its part of the advance payment of fees and costs shall also be paid by the other party. In the event that, as a result of failing to pay the advance of fees and costs, the expert testimony does not take place, the proceeding tribunal will decide the case based on the evidence available to it.

(10) The proceeding tribunal shall decide on the bearing of expert fees and costs in its decision concluding the proceedings.

31. § Postponement of Hearing and Stay of Proceedings

(1) The proceeding tribunal may, upon a request of the parties or *ex officio*, order to postpone the hearing.

(2) The proceeding tribunal may, upon a request of the parties or *ex officio*, suspend the hearing for a definite period of time.

32. § Minutes of the Arbitral Hearings

(1) The proceeding tribunal shall keep minutes of the hearing, which must include the following:

- a) identification of the Arbitration Court;
- b) file number of the case;
- c) the time and place of the hearing;
- d) identification of the parties to the dispute, the interpleader and their representatives, as well as their respective positions in the dispute;
- e) the persons appearing for the parties;
- f) recognition of the parties' participation or absence;
- g) given and family names of the arbitrators, the chairman, witnesses, experts, the interpreter and other persons attending the hearing;
- h) a brief description of the course of the hearing;
- i) material statements of the parties and the interpleader;
- j) indication of the grounds of adjournment of the hearing or the closing of the proceedings;
- k) signatures of the arbitrators.

(2) The parties may inspect the minutes. Upon the request of a party, the proceeding tribunal may order the correction or supplementation of the minutes.

(3) Upon its request, the party must be furnished with a copy of the minutes. The parties may request that the Arbitration Court send them the unsigned minutes by way of e-mail.

33. § Closing of the Proceedings

(1) The proceeding tribunal concludes the proceedings either by an award or a ruling.

(2) The proceeding tribunal shall deliver an award if it decides the case in its merits or the parties request an award to be made corresponding to a settlement agreement between them.

(3) Prior to closing the proceedings, the proceeding tribunal has the power to deliver an interim award or partial award.

34. § Making of the Award

(1) If the proceeding tribunal finds that the circumstances of the dispute have been sufficiently clarified, it will declare the taking of evidence completed, close the proceedings and render a decision.

(2) The award shall be made by the proceeding tribunal in camera by a majority vote. If a majority opinion cannot be formed, the Arbitration Court shall render its award according to the opinion of the chairman of the tribunal.

35. § Contents of the Award

(1) The arbitral award shall include the following:

- a) identification of the Arbitration Court;
- b) file number of the case;
- c) place and date of rendering the award;
- d) identification of the parties and other persons having taken part in the proceedings;
- e) subject-matter of the dispute and a summary of the circumstances of the case;
- f) decisions on the claims, the arbitration fees and costs, as well as the costs and expenses of the parties;
- g) reasons for the award;
- h) given and family name(s) of the arbitrators (sole arbitrator);
- i) signatures of the arbitrators.

(2) Unless a sole arbitrator proceeded, the validity of the award shall not be affected if it was signed by two arbitrators only, provided that the award indicates the reasons why the third arbitrator did not sign the award and this fact is verified by the President of the Arbitration Court.

(3) The arbitrator may give a dissenting opinion, which must be placed in a sealed envelope with the case files. The President of the Arbitration Court may allow inspection of the dissenting opinion if it is justified.

(4) If the award does not indicate a time limit for performance, it must be performed within fifteen days.

36. § Announcement of the Award

The written award of the proceeding tribunal and its reasoning shall be delivered to the parties in writing within thirty days as from the closing of the hearing. If an arbitrator residing abroad is a member of the tribunal, the above time limit is forty five days.

37. § Supplementation, Correction and Interpretation of the Arbitral Award

(1) Upon a request submitted by a party within thirty days of having received the award, the proceeding tribunal may render a supplementary award if the award does not include decision in respect of all claims of the parties. The request for supplementation of the award must be delivered to the opposing party, who may make comments within fifteen days. With regard to such a request, a new hearing shall be held only if it is necessary to safeguard the interests of the opposing party.

(2) Upon a request by a party submitted within thirty days of having received the award or *ex officio*, the proceeding tribunal corrects obvious typing errors, which do not bear on the merits of the case, as well as calculation errors, by a ruling. The other party must be notified of the party's request.

(3) The ruling regarding the supplementation or correction of the award forms part of the supplemented or corrected award. No costs can be charged to the parties in respect of the supplementation or correction of the award.

(4) The above provisions relating to the supplementation or correction of the award shall be appropriately applied to the supplementation or correction of interim or partial judgments, as well as rulings terminating the proceedings.

(5) Within thirty days of having received the award, while also notifying the other parties, each party may once request the proceeding tribunal to provide an interpretation in respect of a specific part or article of the award. The proceeding tribunal shall decide upon the interpretation in the form of a ruling.

38. § Enforcement of the Award

The effect of an award is the same as a non-appealable judgment of a court. The award of the Arbitration Court is final and binding; no appeal or revision procedure can be lodged against it; the parties must comply with the award voluntarily. The enforcement of the award shall be governed by the rules and regulations applicable to the enforcement of court judgments being in effect at the place of enforcement.

39. § Termination of the Proceedings without Rendering an Award

(1) If the proceeding tribunal does not render an award, it shall terminate the proceedings by a ruling.

(2) The proceeding tribunal shall deliver a ruling to terminate the proceedings if:

- a) the claimant did not submit or withdrew its claim, unless the respondent objects to it and the proceeding tribunal recognizes its legal interest in obtaining a decision on the merits; or
- b) the parties concluded a settlement agreement, which they did not ask to be put in the form of an award; or
- c) the parties agreed to terminate the proceedings; or
- d) the Arbitration Court finds that it lacks jurisdiction; or
- e) the Arbitration Court find that conducting the proceedings is unnecessary or, for whatever reason, is impossible, in particular if the case cannot be adjudicated without joining another party to the proceedings and this cannot be achieved in the lack of jurisdiction or for any other reason; or
- f) in respect of the legal predecessor if the legal successor joined the proceedings and if this is otherwise possible or necessary.

(3) The provisions related to the award apply appropriately to the ruling. If the proceeding tribunal has not been formed yet, the ruling about the termination of the proceedings shall be rendered by the President of the Arbitration Court.