Rules of Arbitration

(in force as of 2nd June 2015)
INTERNATIONAL ARBITRATION CHAMBER FOR FRUITS AND VEGETABLES RULES

PREAMBLE

The International Arbitration Chamber for Fruits and Vegetables (CAIFL) is based at its head-office in Paris, France and its purpose is to provide a fast and economical procedure of settlement of any commercial dispute which arises in the trade of fruits, vegetables, fresh and edible early produces, and manufactured produces. In addition, the CAIFL conducts and conciliates contentious cases referred by ordinary courts.

The legal representative of the CAIFL is its Chairman, who exercises the powers hereby entrusted both to the International Arbitration Chamber for Fruits and Vegetables and to himself in pursuance of these Rules of Arbitration. In the event of any impediment affecting the Chairman, the powers of the Chairman shall be exercised by one of the Vice-Chairmen designated to replace him and only for the duration of such impediment.

The International Arbitration Chamber for Fruits and Vegetables delegates to the International Arbitration Chamber of Paris (CAIP, 6 avenue Pierre 1er de Serbie, 75116 Paris Cedex 01 – phone: 01 42 36 99 65, Fax: 01 42 36 99 58, mail: caip@arbitrage.org), previously known as the “Arbitration Chamber of Paris” and which continues the same activities under this new denomination for all the arbitration procedures conducted under its auspices, the material organization of arbitral procedures.

The mission and the respective powers of the International Arbitration Chamber for Fruits and Vegetables and of the International Arbitration Chamber of Paris are specified in the following provisions.

The arbitration rules described hereafter apply when parties have agreed, either by an agreement or by an arbitration clause, to settle their disputes under the Arbitration Rules of the International Arbitration Chamber for Fruits and Vegetables.

In all cases, the referral to the International Arbitration Chamber for Fruits and Vegetables implies the full application of these Rules which form the parties' agreement.

ARTICLE 1: ARBITRATION STRUCTURE

a) The International Arbitration Chamber for Fruits and Vegetables

The Chairman of the International Arbitration Chamber for Fruits and Vegetables ensures the application of these Rules and exercises the powers conferred by it.

The Chairman of the International Arbitration Chamber for Fruits and Vegetables does not organize himself arbitrations. The International Arbitration Chamber of Paris is authorized to organize arbitrations pursuant to the present Rules.
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The Chairman of the International Arbitration Chamber for Fruits and Vegetables shall abstain from any mandate in an arbitration conducted under the auspices of the International Arbitration Chamber for Fruits and Vegetables in accordance with its Rules or requiring the involvement and the services of the said Chamber.

b) The International Arbitration Chamber of Paris

When a dispute involves parties to a contract mentioning the application of the Arbitration Rules of the International Arbitration Chamber for Fruits and Vegetables in case of dispute or, more generally, referring to the arbitration of the International Arbitration Chamber for Fruits and Vegetables, this dispute is introduced before the International Arbitration Chamber of Paris which organizes arbitration pursuant to these Rules.

Regarding disputes for limited amount, except in the case of contrary opinion raised by one of the parties, the rules applicable are those of the Rapid Arbitration Procedure (R.A.P.) contained in the Annex I.

The parties can adopt the dematerialized procedure as described in Annex II.

The claimant shall choose the arbitration procedure to be applied to their case amongst the procedures provided under the present rules and the annexes. The Arbitration Chamber cannot be liable for any consequences resulting from such a choice.

For each case, the International Arbitration Chamber for Fruits and Vegetables constitutes, under the terms of articles 5, 7 and 8, an Arbitral Tribunal to whom it is entrusted the mission to arbitrate the dispute.

The International Arbitration Chamber of Paris provides the Arbitral Tribunals, during their mandate, all the material assistance necessary to ensure the accomplishment of their assignment.

Unless otherwise decided by the parties, the arbitration proceedings conducted by the International Arbitration Chamber for Fruits and Vegetables shall be single-tier proceedings, in accordance with the provisions of these Rules.

c) Arbitral tribunals

The judicial mission falls within the powers of the Arbitral Tribunals constituted as stated above and which decides on their own behalf.

d) Possibility of Mediation

The parties to the arbitration may decide to use a preliminary mediation procedure for the settlement of their dispute. In this hypothesis, the mediation procedure would be implemented in accordance with the Mediation Rules of the International Arbitration Chamber of Paris.

The mediation procedure is conducted under the auspices of the International Arbitration Chamber for Fruits and Vegetables.

The arbitration proceedings are suspended throughout the duration of the mediation procedure.
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Where a party refuses to use the mediation procedure or in the event that the mediation fails, the Secretariat of the International Arbitration Chamber of Paris shall inform the party which referred the matter to mediation that the settlement of the dispute by mediation is no longer possible. The parties are then free to apply for the resumption or commencement of arbitration proceedings.

ARTICLE 2: APPLICATION FOR ARBITRATION

The application for arbitration must be submitted by email or fax and confirmed by registered letter with acknowledgment of receipt signed by the claimant(s) to the International Arbitration Chamber of Paris.

Whether an application for arbitration is brought to the Chairman of the International Arbitration Chamber for Fruits and Vegetables, this latter transmits this application to the Secretariat of the International Arbitration Chamber of Paris.

The date on which the application is received by the Secretariat of the International Arbitration Chamber of Paris shall, in any case, be deemed to be the date of the commencement of the arbitration.

The application for arbitration shall contain the names, titles and addresses of the parties and of their counsels, a summary of the main facts of the dispute, the statement of the relief with the amounts of any claim, the arbitration clause and, eventually, the state of the parties’ agreement regarding the arbitration modalities.

When the International Arbitration Chamber of Paris receives an application for arbitration, it shall inform the defendant(s) without delay by notifying a copy of this application. The Chairman of the International Arbitration Chamber for Fruits and Vegetables also receives a copy of the application for arbitration.

ARTICLE 3: REPLY TO THE APPLICATION FOR ARBITRATION

As soon as the case is summoned, according to the provisions of the article 12, the defendant shall submit its last statement and evidences no less than eight days prior to the date of the Arbitral Tribunal hearing notified to the defendant. All communication after this date may, if contested, be declared belated and be rejected by the Arbitral Tribunal.

Subject to the Arbitral Tribunal’s assessment of the admissibility or late filing thereof, any counterclaim shall be filed no less than 15 days prior to the date set for the First Degree hearing or at the latest, within 15 days of the transfer of the case file to the Second Degree Arbitral Tribunal. Its acceptance is dependent on payment of the arbitration fees according to Articles 24.

Any counterclaim shall afford to the claimant the possibility of requesting that the Arbitral Tribunal postpones the hearing in order to enable him to present a statement. The Arbitral Tribunal will in this event set a date for the next hearing and the time limits governing exchange of documents and submissions.

The applicant for Second Degree proceedings shall submit his case file to the Secretariat within one month after depositing the costs, the case file of the other party having to be submitted no later than the eighth day preceding the date of the hearing.
Upon a motivated request to do so, the time limit of one month provided for by the preceding paragraph may be exceptionally extended by the Chairman of the Arbitral Tribunal, who may then decide to postpone the hearing to a later date.

ARTICLE 4: DEPOSIT OF DOCUMENTS AND SUBMISSIONS

The arbitration procedure is an oral procedure. However, in compliance with the principle of contradictory hearings and to ensure the right of defense, the Parties who wish to produce documents or writings shall conform to the provisions below.

The parties shall notify each other of their files (statements and evidences) and deposit as many copies of the aforementioned files as there are Arbitrators sitting in First Degree or Second Degree Arbitral Tribunal, plus one for the International Arbitration Chamber of Paris.

For arbitrations conducted in accordance with the provisions of Article 23 of these Rules, the case files submitted for First Degree proceedings that have remained in the possession of the Secretariat of the International Arbitration Chamber of Paris may, if appropriate, be validated for the Second Degree proceedings by the relevant party(ies).

All communications or notifications from the Secretariat or the parties must be sent by e-mail confirmed by post mail to the parties and/or their counsels at the address indicated in the request for arbitration and in the reply to the request for arbitration.

All change of address shall be notified to the International Arbitration Chamber of Paris and to the opposite party by the same ways.

There shall be no communication of any kind whatsoever with the Arbitrators.

All documents, evidence and submissions must be handed or sent to the Secretariat of the International Arbitration Chamber of Paris, for examination by the Arbitrators and for consultation by the parties, on days and at times of opening of the Secretariat.

ARTICLE 5: ARBITRATORS

The professional organizations, members of the International Arbitration Chamber for Fruits and Vegetables, appoint, for each country, arbitrators among their members. Those are registered on the list of arbitrators. The Chairman can, if it deems necessary, derogate from that rule.

The Arbitrators may be French nationals or foreigners. They must have full citizen’s rights and hold or have previously held a position of responsibility in a professional organization in the Fruits and Vegetables sector or a commercial or legal position of responsibility. Arbitral Tribunals are composed of arbitrators appointed in accordance with this Article.

The parties have the right to nominate an Arbitrator who is not listed on the list established by the International Arbitration Chamber for Fruits and Vegetables, on the condition that the Arbitrator meets the requirements provided in Articles 5 and 6. The appointment of this arbitrator is within the competence of the Chairman of the International Arbitration Chamber for Fruits and Vegetables.

When the nature of the dispute is such as to require it, the Chairman of the International Arbitration Chamber for Fruits and Vegetables may, in order to constitute an Arbitral Tribunal,
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appoint any person not included on the List established by the Chamber, on the condition that this said person satisfies the requirements laid down in Article 5 and 6.

ARTICLE 6: DUTY TO DISCLOSE

Whatever the modalities of their appointment, the Arbitrators commit to act as independent and impartial judges. In no event whatsoever may they act or intervene as representatives of any of the parties.

Before accepting a mandate, Arbitrators shall disclose to the parties and to the International Arbitration Chamber for Fruits and Vegetables any fact or circumstance that may affect their independence or impartiality towards the parties.

The Arbitrators shall send their statement of acceptance of mandate and their statement of independence and impartiality to the Secretariat of the International Arbitration Chamber of Paris. They will then be forwarded to the parties.

After acceptance of their mandate, any new circumstances that may affect the independence or impartiality of the Arbitrators towards the parties, shall in the same way be disclosed without delay to the parties and the International Arbitration Chamber for Fruits and Vegetables.

ARTICLE 7: IMPEDIMENT, REVOCATION, CHALLENGE, REPLACEMENT

An Arbitrator may be challenged on the basis of a lack of independence or impartiality. In particular, an Arbitrator must not be parent or ally of any of the parties and must have no personal interest in any way in the settlement of the dispute.

The challenge of an Arbitrator shall be made within 15 days from the notification of the said Arbitrator’s statement of independence and impartiality, or within 15 days from the discovery, by the challenging party, of the undisclosed cause or circumstances.

Nevertheless, in both situations, in case of particular circumstances, a party can request to extend one time this time-limit for an additional delay of 15 days.

The challenge of an arbitrator shall specify elements on which the challenge is based.

The Chairman of the International Arbitration Chamber for Fruits and Vegetables pronounces on the challenge. The reasons of its decision are not communicated.

The parties are presumed to have agreed on the Arbitral Tribunal once any party abstains from challenging an Arbitrator in accordance with the provisions mentioned above.

An Arbitrator may not be revoked by the party having nominated him except with the agreement of the other party.

In the event of the death, refusal to act, abstention, impediment of any kind, challenge, revocation or loss of full citizen's rights of any Arbitrator due to sit or already sitting on the bench of an Arbitral Tribunal, a new arbitrator is appointed according to the conditions of appointment of the arbitrator that he replaces.

Failing such an appointment, this arbitrator is replaced by the Chairman of the International Arbitration Chamber for Fruits and Vegetables.
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The proceedings shall then resume. However, in the event that an Arbitrator is replaced after the end of the hearing, the oral debates shall be conducted again in full in the presence of the newly appointed Arbitrator(s).

ARTICLE 8: CONSTITUTION OF THE ARBITRAL TRIBUNAL

Subject to the terms provided by the parties in arbitration agreement, disputes shall be referred to an Arbitral Tribunal composed of three members, nominated or appointed as follows:

1°) for arbitration proceedings against one single defendant, the claimant has the right to nominate an Arbitrator within 15 days from its application for arbitration or the arbitration agreement. Subject to a time limit of 15 days from the date of receipt of the notification of the application for arbitration or of the arbitration agreement, the defendant shall have the same right to nominate an Arbitrator. The Chairman of the International Arbitration Chamber for Fruits and Vegetables confirms these arbitrators according to the provisions of Articles 5 and 6 of the Rules of Arbitration.

If, within the time allowed, one of the parties has not exercised the option to nominate an arbitrator or has not requested an extension of this time-limit, the Chairman of the International Arbitration Chamber for Fruits and Vegetables shall appoint an arbitrator ex officio.

The Chairman of the Arbitral Tribunal is appointed by the Chairman of the International Arbitration Chamber for Fruits and Vegetables.

2°) if more than two parties are concerned, the Chairman of the International Arbitration Chamber for Fruits and Vegetables shall appoint all the members of the Arbitral Tribunal, unless the parties decided to others modalities of appointment.

3°) In case where the parties have agreed on a sole arbitrator, they shall appoint him within 15 days from the request for arbitration. In the absence of such agreement of them, the sole arbitrator is appointed by the Chairman of the International Arbitration Chamber for Fruits and Vegetables.

ARTICLE 9: JURISDICTION OF THE TRIBUNAL

Once constituted, the Arbitral Tribunal shall be in each case the judge of its own competence to sit.

Under penalty of inadmissibility, an objection that the Arbitral Tribunal lacks jurisdiction must be raised by the relevant party prior to any defense on the merits.

ARTICLE 10: POWERS AND PROCEDURE

If the parties did not agreed otherwise, the Arbitral Tribunals act as amiable compositeur.

In international matter, the Arbitral Tribunals ensure compliance with principles of fair trial.

When the arbitration is domestic, the Arbitral Tribunals constituted by the International Arbitration Chamber for Fruits and Vegetables are under no obligation during proceedings to abide by the procedure, time limits or formalities governing court proceedings.
However, the governing principles for proceedings set out in Articles 4 to 10, 11 (1st paragraph), 12 (2nd and 3rd paragraphs) and in Articles 13 to 21, 23 and 23-1 of the French Code of Civil Procedure apply to arbitration proceedings.

In both cases, the Arbitral tribunal takes into account the usages of the trade.

ARTICLE 11: DUTY TO ACT DILIGENTLY AND IN GOOD FAITH

The parties and the Arbitrators shall act diligently and in good faith in the conduct of the proceedings. In any case, the Arbitral Tribunal ensures the equality of the parties and respects the adversarial principle.

ARTICLE 12: SUMMONS

The Secretariat of the International Arbitration Chamber of Paris invites the parties to appear before the First Degree Arbitral Tribunal at the date and time set by it, as soon as the claimant has paid the arbitration fees and submitted evidences, documents, observations or statements in support of his claim, as a result of which the claim must be ready to be judged.

At the Second Degree, the summons of the case is sent as soon as the claimant at the Second Degree has paid the arbitration fees in accordance with the provisions of Article 24.

The summons established by the Secretariat of the International Arbitration Chamber of Paris is sent at least fifteen days before the date of the hearing.

ARTICLE 13: TIME-LIMITS GOVERNING ARBITRATION PROCEEDINGS

The adoption of these Rules by the parties to the arbitration means that the contractual time limit within which the Arbitral Tribunal must render its award is normally six months from the date on which the last Arbitrator accepted his mandate.

At the request of an Arbitrator or a party, or on his own initiative, the Chairman of the International Arbitration Chamber for Fruits and Vegetables may, where he deems it necessary, extend the Arbitrators' mandate for such time as he deems fit. This decision shall be notified to the Arbitrators and the parties.

The contractual six-month time limit provided for under these Rules may be extended by the mutual agreement of the parties at any time.

When at least one of the parties is resident outside France, the various time limits shall be extended as follows:

- Member States of the European Union, Swiss Confederation..................4 days
- Other countries ........................................................................1 month

However, the extensions described above shall not apply to the time limit of 8 days governing the cases covered in Articles 3 (first and fourth paragraphs) and 17 (second paragraph).

All time limits mentioned herein are calculated on the basis set out by Articles 641 and 642 of the French Code of Civil Procedure (Code de Procédure Civile).
When a period is expressed in days, the day of the notification setting into motion the period concerned shall not count.

All time limits expire on the last day at midnight.

Any period which would normally expire on a Saturday, a Sunday, a bank-holiday or a non-working day shall be extended until the first following working day.

Proceedings are barred when neither party has accomplished any diligence for a two-year period. This time limitation may be pronounced ex officio by the Chairman of the International Arbitration Chamber for Fruits and Vegetables after a reminder to parties made by registered letter has given no result within one month. In case of time-limitation, all advance deposits shall become the property of the International Arbitration Chamber of Paris.

ARTICLE 14: LANGUAGE OF ARBITRATION

The parties may freely decide which of the languages of these Rules is to be used for the arbitration proceedings.

In the event that the parties fail to agree thereon, the arbitration proceedings shall be conducted in French unless the Arbitral Tribunal, at the request of a party and taking into account the language of the agreement and any other relevant circumstances, decides to adopt another language for the arbitration.

The Arbitral Tribunal decides on the language of the arbitration in a procedural order. This order shall be issued in French where the parties have failed to agree on the language(s) in which this order should be issued.

Any documents produced that are not drafted in the language of the arbitration must be translated. In the event of a challenge to the accuracy of a translation, the party producing the document may be asked to provide a translation carried out by a translator registered on a list of court experts or by a translator authorized to translate documents for legal or administrative bodies.

At the request of a party, and taking into account the circumstances of the case and the arbitration procedure used, the Arbitral Tribunal may nevertheless decide to accept the production, without a translation, of documents drafted in a language other than the language of the arbitration.

ARTICLE 15: APPEARANCE AT HEARINGS AND LEGAL REPRESENTATION

The parties to the arbitration may appear at hearings in person or may be represented by a duly authorized representative. Lawyers must produce a special power of attorney to represent a party to the arbitration.

If the defendant, duly summoned, fails to appear, is not represented and fails to produce arguments or evidence, the Arbitral Tribunal may proceed with the arbitration on the basis of the evidence produced to it.

However, the Arbitral Tribunal shall continue to invite the defaulting defendant to take part in the arbitration at each stage of the procedure, in accordance with the adversarial principle.
ARTICLE 16: CONDUCT AND PROGRESS OF HEARINGS

The hearings of Arbitral Tribunals shall take place on premises placed at their disposal by the International Arbitration Chamber of Paris in the framework of its role of facilitating arbitrations.

However, due to various reasons, hearings may take place elsewhere. Parties may freely propose a place whose the decision ultimately belongs to the Arbitral Tribunal. In this case, the party who requests that the hearing take place in another place shall take in charge the traveling expenses of the Arbitral Tribunal.

The International Arbitration Chamber for Fruits and Vegetables can organize hearings by videoconference or by audioconference.

The Chairman of the Arbitral Tribunal shall set the rules governing hearings and conduct the debates with regard to maintaining good order. The hearings are contradictories and, except where the Arbitrators decide otherwise with the agreement of the parties, are not open to persons not involved in the proceedings. In this case, they shall be reminded of their duty of discretion with which they are required to conform. During the debates and the private sitting, the Arbitral Tribunal shall be assisted by a Secretary of hearing, appointed by the Chairman of the International Arbitration Chamber for Fruits and Vegetables.

At the end of the hearing, except where the case is to be continued at a further hearing, the Chairman shall pronounce the hearing closed and the private sitting open. From this time no further statement or evidence may be brought before the Tribunal. Similarly, no observation may be made and no documents produced, unless the Chairman of the Arbitral Tribunal so orders, duly notifying the parties in this event.

Where the proceedings are to continue, the Arbitral Tribunal shall set a date for the next hearing, relevant writs of summons being sent later on its behalf by the Secretariat of the International Arbitration Chamber of Paris.

ARTICLE 17: POSTPONEMENT OF HEARINGS

At the request of a party, a case called for an initial hearing may be postponed with the consent of the Chairman of the Arbitral Tribunal.

Such an application for postponement must be filed at least eight (8) days before the date set for the hearing, with the exception of specific cases which the Arbitral tribunal shall appreciate.

The Chairman of the Arbitral Tribunal shall evaluate the relevance of any further request for postponement made by the parties and decide whether such a request is to be granted or refused.

If the resolution of a dispute is unduly delayed by one of the parties, causing a postponement of the hearing, the costs incurred may be charged to the party having caused the postponement.
ARTICLE 18: WAIVER OF RIGHT TO OBJECT

A party which, knowingly and without a legitimate reason, fails to object to an irregularity before the Arbitral Tribunal in a timely manner shall be deemed to have waived its right to avail itself of such irregularity.

ARTICLE 19: FACT-FINDING PROCESS

The Arbitral Tribunals have the widest possible powers in seeking to determine relevant facts.

They may for example request the parties to supply explanation of facts, order them to produce evidence or ask, even ex-officio, for submission of documentary evidence in the possession of third parties where no legal hindrance to this exists.

They may also and generally order any enquiry which they consider to be pertinent. The parties are required to provide assistance in the conduct of such fact-finding process, the Arbitrators being free to interpret any failure or refusal to so assist the Tribunal.

The Tribunals may finally decide on any kind of consultation.

ARTICLE 20: AWARD

Where, during the proceedings, the parties, whether present or represented, fail to conciliate, the Arbitral Tribunal shall settle the dispute by issuing an award by majority decision.

The arbitration award shall state the names of the Arbitrators, the name of the Secretary of hearing, a concise summary of the respective arguments and claims of the parties and the given facts, the reasons upon which the award is based and a statement of the decisions.

The award is issued in as many original as there are parties and Arbitrators, plus one original for the International Arbitration Chamber for Fruits and Vegetables.

Original of the award shall be signed by all the Arbitrators, except where a minority refuse to so sign, such refusal being recorded, and requires the signature of the Secretary of hearing appointed by the Chairman of the International Arbitration Chamber for Fruits and Vegetables.

An original of the award is sent to each party and/or its legal advisers, and to each Arbitrator, by the International Arbitration Chamber of Paris. A copy of the award certified true by the Secretariat of the International Arbitration Chamber of Paris may be issued at the request of a party, provided that all the other parties are informed thereof.

ARTICLE 21: AWARD BY CONSENT

If the parties reach a settlement during the arbitration proceedings, they may request the Arbitral Tribunal to have this settlement recorded in the form of an award issued by consent of the parties.
ARTICLE 22: URGENT ARBITRATION PROCEDURE

The urgent procedure may be organized upon justified request of the claimant, by decision of the Chairman of the International Arbitration Chamber for the Fruits and Vegetables.

May be considered as urgent considerations:

- disputes relating to any perishable or sensitive to atmospheric changes goods,
- disputes involving goods subject to sudden price fluctuations or submit to parking or warehousing fees,
- claims against a debtor presumed in an insolvent state,
- claims aiming to the execution of a settlement concluded before the Arbitration Chamber, and in general all claims requiring immediate solution, because of its nature.

If the application for urgent procedure is refused, the application shall be treated according to standard procedure.

If the application for urgent procedure is granted, the arbitration proceedings shall take place as promptly as possible and the Chairman of the International Arbitration Chamber for Fruits and Vegetables shall set, notwithstanding all other provisions herein, the time limits governing the formalities of arbitration and in particular those governing the filing at the Secretariat of evidences, documents, submissions and statements by the parties.

The Arbitral Tribunal ruling in urgent arbitration procedure is composed of a sole arbitrator appointed by the Chairman of the International Arbitration Chamber for Fruits and Vegetables.

The mission of the Urgent Arbitral Tribunal shall last only three months, but by delegation of the parties in pursuance of the implementation of the Rules herein and on his own initiative, the Chairman of the International Arbitration Chamber for Fruits and Vegetables may extend this time-limit by three months. These time extensions may not exceed two. The Arbitrators and parties shall be notified of any possible successive extensions.

In the exceptional circumstance where the mission of the Arbitrators sitting in an Arbitral Tribunal has not been completed when such consecutive extensions have expired, a further extension may be requested from the Chairman of the Tribunal de Grande Instance of Paris either by mutual consent of the parties involved or upon request of one of the parties or of the Arbitral Tribunal.

The arbitration time-limit begins to run from the date of the formal record of acceptance of its mission and of constitution of the Arbitral Tribunal.

The award rendered by the Arbitral Tribunal ruling in Urgency arbitration procedure is final.

ARTICLE 23: TWO-TIER ARBITRATION PROCEEDINGS

a) First Degree Arbitral Tribunal

Disputes are brought before an Arbitral Tribunal referred to as the “First Degree” Arbitral Tribunal formed as for the only degree procedure, in accordance with the article 8 of this Rules.
b) **Provisional award**

Where, during the proceedings, the parties, whether present or represented, fail to settle their dispute, the Arbitral Tribunal shall resolve the dispute by issuing a provisional award by majority decision.

The provisional award shall state the names of the Arbitrators, the name of the Secretary of hearing, a concise summary of the respective arguments and claims of the parties and the given facts, the reasons upon which the award is based and a statement of the decisions.

The provisional award is issued in as many originals as there are parties and Arbitrators, plus one original for the Arbitration Chamber.

The original of the provisional award shall be signed by all the Arbitrators, except where a minority refuse to so sign, such refusal being recorded, and requires the signature of the Secretary of hearing appointed by the Chairman of the International Arbitration Chamber for Fruits and vegetables.

An original of the provisional award is sent to each party and/or its legal advisers, and to each Arbitrator, by the International Arbitration Chamber of Paris. A copy of the award certified true by the Secretariat may be issued at the request of a party, provided that all the other parties are informed thereof.

c) **Request to instigate second degree proceedings**

Each of the parties may request a second examination of the case within the period laid down in Article 23 paragraph d) of the Rules.

If within the time allowed in the above paragraph the International Arbitration Chamber of Paris has not received written notice of withdrawal of the arbitration by mutual agreement between the parties, nor received a written request for Second Degree proceedings, the provisional award shall become the final award on receipt of a simple request of one of the parties, and notice thereof shall be sent to the parties concerned.

Withdrawal of a request to institute Second Degree proceedings by one party or the failure of said party to satisfy the requirements of Article 23 paragraph d) within the stipulated time limits, notice having been given to the other party, shall leave open the possibility for the other party to request such Second Degree proceedings subject to a further time limit of 15 days from the date of notification.

d) **Second degree Arbitral Tribunal**

If, within fifteen days of the date of receipt of the notification of the provisional award, the International Arbitration Chamber of Paris has received a request to instigate Second Degree proceedings, and after the arbitration costs have been deposited, the said Chamber shall set up a second Arbitral Tribunal consisting of three members, all appointed by the Chairman of the International Arbitration Chamber for Fruits and Vegetables.

Each of the parties shall have the right to obtain the replacement of one of the Arbitrators thus appointed within 8 days from receipt of notification of the names of the Arbitrators sitting in the Second Degree Arbitral Tribunal.
This provision does not preclude the implementation of Article 7 concerning replacement of Arbitrators impeded from sitting.

Arbitrators sitting on the bench of a First Degree Arbitral Tribunal cannot sit in a Second Degree Arbitral Tribunal examining the same case. This also applies to those Arbitrators nominated by one party for First Degree hearings and who have been replaced.

e) Award

The provisional award of a First Degree Arbitral Tribunal shall become null and void once the formalities for a Second Degree arbitration application have been carried out within the stipulated time limit. Consequently, regardless which party requests the Second Degree proceedings, the claimant before the Arbitral Tribunal shall be the party that instigated the proceedings.

The award of a Second Degree Arbitral Tribunal shall be issued on the basis of majority decision.

The arbitration award shall state the names of the Arbitrators, the name of the Secretary of hearing, a concise summary of the respective arguments and claims of the parties and the given facts, the reasons upon which the award is based and a statement of the decisions.

The original award shall be signed by all the Arbitrators, except where a minority refuse to so sign, such refusal being recorded, and requires the signature of the Secretary of hearing appointed by the Chairman of the International Arbitration Chamber for Fruits and Vegetables.

An original of the award is sent to each party and/or its legal advisers, and to each Arbitrator, by the International Arbitration Chamber of Paris. A copy of the award certified true by the Secretariat of the International Arbitration Chamber of Paris may be issued at the request of a party, provided that all the other parties are informed thereof.

ARTICLE 24: ARBITRATION FEES

The parties shall pay in advance the arbitration costs claimed, by referring to the costs scale and corresponding to the procedure chosen.

The claimant is responsible for all the arbitration costs and shall pay in advance the International Arbitration Chamber of Paris as soon as they are required. If this advance on costs is not made within the time limit set by the International Arbitration Chamber of Paris, the application for arbitration shall be considered to have been withdrawn.

In the event that, independently from the principal claim, one or various counterclaims are submitted, the International Arbitration Chamber of Paris sets separate advances on costs for this counterclaim(s) or incidental claim(s).

The advance on costs is determined proportionally to the sums claimed, in accordance with the arbitration costs scale established at the beginning of each calendar year by the International Arbitration Chamber for Fruits and Vegetables, plus the travels fee of arbitrators.

Where no modification is made, the scale in force in the preceding year shall be simply and automatically carried forward to the new calendar year.
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Arbitration fees for a case at Second Degree shall be one and a half times the fees charged for the main complaint already judged at First Degree (excluding traveling fees), augmented by fees corresponding to an eventual counterclaim submitted by the defendant(s) in the First Degree.

Arbitration fees for an emergency procedure (article 22) shall be one and a half times the fees that would have been applied for a first degree in an ordinary procedure.

Where a party submit a request for compensation, this one shall be taken into account for the calculation of the arbitration costs in the same way as a separate claim, in the event that said request is likely to lead to the examination of additional questions by the Arbitral tribunal.

If the circumstances of the case deem it necessary, the Chairman of the International Arbitration Chamber for Fruits and Vegetables, in agreement with the Chairman of the International Arbitration Chamber of Paris, may exceptionally decide to increase or reduce the arbitration costs applicable according to the scale.

If the claimant withdraws before any writ of summons of the Arbitral Tribunal or if the Arbitral Tribunal declines appointment, the advance payment made shall be returned to him after deduction of costs already incurred by the International Arbitration Chamber of Paris. Advance deposits shall become the inalienable property of the International Arbitration Chamber of Paris if withdrawal occurs once the writ of summons issued.

In the absence of a decision to the contrary taken by an Arbitral Tribunal, all costs shall be borne by the losing party.

ARTICLE 25: ENFORCEMENT OF AWARDS

The parties are required to enforce awards.

However, at the request of one of the parties, awards may be deposited by the SACAIP (27/29, rue de Bassano – 75008 Paris – info@sacaip.fr) or by any person who substitutes to it, at the Registry of the Tribunal de Grande Instance de Paris in order to proceed to the formalities prior to the enforcement under the law.

ARTICLE 26: RECOUSE

Awards rendered are definitive, without any recourse unless an action to set aside.

By acceptation of these Arbitration Rules, the parties waive their right to see the Court of appeal rule on the merits of the case in the event that the relevant arbitration award is set aside.

In the event that the award is set aside, the dispute is brought back before the International Arbitration Chamber for Fruits and Vegetables at the request of one of the parties. The new procedure is introduced and conducted under the modalities of these Rules.

ARTICLE 27: EXCLUSION OF LIABILITY

The liability of the Arbitrators, of the International Arbitration Chamber for Fruits and Vegetables or of the International Arbitration Chamber of Paris or of its General Secretary,
cannot, in any case, be engaged for facts, acts or omissions relating to a case of arbitration, save in the event of gross negligence amounting to an intentional fault (dol).

ARTICLE 28: DATE OF APPLICATION

The present edition of the Rules is applicable for all arbitration proceedings introduced as of 2\textsuperscript{nd} June 2015.

Paris, on 2\textsuperscript{nd} June 2015
ANNEX I

R.A.P. PROCEDURE RULES
RAPID ARBITRATION PROCEDURE

(in application of article 1.b paragraph 2 of the rules of arbitration of the International Arbitration Chamber for Fruits and Vegetables)

(in force as of 2nd June 2015)

Article 1 – PRELIMINARY

Parties may have recourse to the P.A.R. arbitration procedure where the money claim does not exceed in principal the sum of 25,000 euros or the equivalent in another currency as of the date of the arbitration claim (excluding arbitration fees).

This procedure completes the Rules of Arbitration of the International Arbitration Chamber for Fruits and Vegetables, and the provisions thereof remain applicable unless contrary to the present rules.

The time limits foreseen in the following provisions are expressed in calendar days.

Article 2 – REQUEST FOR ARBITRATION

The request for arbitration, written on a special form and in duplicate, must be handed in or sent to the Secretariat of the International Arbitration Chamber of Paris and dispatched simultaneously to the other party by the fastest available means of delivery.

Every claim shall be accompanied by the sum required for arranging the P.A.R. procedure in accordance with the provisions of the article 7.

The arbitration claim must include:

- the names and the addresses of the parties;
- precise details of the money claim and the grounds on which the claim is based,
- the confirmation that the claim has been notified to the defendant, stating by which means of communication the notification has been carried out, together with any relevant justification.

The request for arbitration must imperatively be accompanied by documentary evidence and a copy of the agreement which has given rise to the dispute and which mentions the arbitration clause.

The International Arbitration Chamber of Paris will notify to the defendant the case file submitted by the claimant and indicate the date on which the Arbitral tribunal examines the case.

The claimant is also informed of the composition of the Arbitral Tribunal and of the date on which the Arbitral Tribunal examines the case.

To be admissible, any counterclaim must be filed within 10 days from the notification of the arbitration claim. After this time limit has elapsed, the Secretariat shall invite the counterclaimant to file its case file as an initial claim under an arbitration procedure independent from the procedure already engaged.
ANNEX 4.

Article 3 - CONSTITUTION OF THE FIRST DEGREE ARBITRAL TRIBUNAL

The claim shall be referred to a First Degree Arbitral Tribunal composed of a sole arbitrator appointed by the Chairman of the International Arbitration Chamber for Fruits and Vegetables.

The challenge against the appointment of an arbitrator for a reason existing prior to his appointment must be made within 5 days following the notification of the aforementioned appointment. After expiration of this time-limit, the appointment of the arbitrator may only be challenged for a reason that have become apparent or have occurred since his appointment.

Article 4 – EXAMINATION OF THE CASE AT THE FIRST DEGREE

The Arbitral Tribunal will rule in amiable composition and, unless contrary decision of the latter, on the basis of the documentary evidence produced.

No document or additional piece of evidence shall be submitted by the claimant between the date of the arbitration claim and the opening of the debate, except in response to a counterclaim submitted within the time limit specified in article 2. In this case, the defendant to the counterclaim (the original claimant) may submit a file in response to the counterclaim up to the date that the Arbitral Tribunal examines the case.

The defendant is invited to deposit his case file, in duplicate, at the Secretariat at the latest five days before the date of the hearing notified.

The documentary evidence must be submitted either in original or in copy form. In the latter case, the original documents must be available for submission at the hearing on request by the Arbitral Tribunal.

At the request of both parties, of either one of the parties or ex officio, the Arbitral Tribunal can invite the parties to appear on a day and time that the Arbitral tribunal sets.

Article 5 – PROVISIONAL AWARD

The Arbitral Tribunal issues a provisional award.

An original of the provisional award is sent to the parties by the International Arbitration Chamber of Paris.

The provisional award withdraws the arbitrators of the First Degree Arbitral tribunal.

Article 6 – SECOND DEGREE ARBITRAL TRIBUNAL

If the International Arbitration Chamber of Paris has received, within fifteen days following the date of receipt of the notification of the provisional award, a request to instigate Second Degree proceedings, said Chamber shall set up a second Arbitral Tribunal consisting of three members.

This three members of the Second Degree Arbitral Tribunal are appointed in accordance with the provisions of Article 23 d) of the CAIFL Rules of Arbitration.

The Second Degree Arbitral Tribunal will heard the parties in accordance with articles 15 and 16 of the CAIFL Rules of Arbitration.

Article 7 – AWARD

After having heard the parties, the Arbitral Tribunal shall rule on the dispute definitively and in amiable composition by means of an award issued on the basis of a majority decision.
Article 8 – TIME LIMITS GOVERNING ARBITRATION PROCEEDINGS

The duration of the mandate of the Arbitral Tribunal ruling under the P.A.R. procedure is one month from the date of the formal record of acceptance to sit.

At the Second Degree, awards are issued within a time-limit of four months from the formal record of acceptance by the Arbitral Tribunal to sit as a panel of arbitrators.

The contractual time-limit provided by this article may be extended either by agreement of the parties, either at the request of one of the parties or of the Arbitral Tribunal by the Tribunal de Grande Instance of Paris.

By delegation of the parties granted in application of the present Rules, the Chairman of the International Arbitration Chamber for Fruits and Vegetables, on his own initiative, may extend the mandate of the Arbitral Tribunal.

Article 9 – COSTS

The amount of the First Degree advanced costs to be deposited by the claimant for an initial claim and/or a counterclaim is calculated in accordance with the arbitration costs scale annexed to the present Rules.

Arbitration costs for a case at Second Degree shall be the double of those that would have been applied for a first degree in R.A.P. procedure.

The costs paid for an initial claim and/or a counterclaim shall definitively and entirely become the property of the International Arbitration Chamber of Paris as from the registration of the request for arbitration, whatever the outcome of the procedure or if the claimant withdraws the claim for any reason whatsoever.

The Arbitral Tribunal will rule on the bearing and on an eventual sharing of the aforesaid fees.

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ANNEX II
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RULES OF DEMATERIALIZED PROCEDURE

(in application of the article 1 b) paragraph 3 of the CAIFL Rules)

(in force as of 2\textsuperscript{nd} June 2015)

Article 1.

The dematerialized arbitration procedure complete the CAIFL Rules and the Appendix I, and the provisions thereof remain applicable unless contrary to the present rules.

The dematerialized procedure can be implemented by the claimant at the time of the request for arbitration, according to Article 1 b) of these Rules.

Article 2.

Any written submission, including in particular the request for arbitration, the documents and the statements as well as the evidences and the supporting documents can only be done by electronic means.

The Arbitral Tribunal can remove from the debates documents, statements and evidences which have not been communicated in electronic version.

Article 3.

All electronic communication must be addressed or included an electronic copy to the International Arbitration Chamber of Paris to the following address: procedure@arbitrage.org.

All electronic communication must carry in object the number of the case, attributed by the Secretariat.

The date of the communication is the date of receipt of the email by the International Arbitration Chamber of Paris.

Article 4.

The International Arbitration Chamber of Paris and/or the International Arbitration Chamber for Fruits and Vegetables cannot be held responsible for any technical failure imputable to the sender or to the receiver.

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STANDARD ARBITRATION CLAUSE:

"Any dispute arising out of or under this contract shall be settled by arbitration under the auspices of the INTERNATIONAL ARBITRATION CHAMBER FOR FRUITS AND VEGETABLES (c/o International Arbitration Chamber of Paris, 6 avenue Pierre 1er de Serbie, 75116 Paris – Phone: 01 42 36 99 65, Fax: 01 42 36 99 58, mail: caip@arbitrage.org), in accordance with its Rules of arbitration".
STANDARD ARBITRATION AGREEMENT

Between the undersigned:

Company X... *(Name and address).*
Company Y... *(Name and address).*

The following has been set forth as preliminary:

*(Exposé succinctly the main facts in the dispute and describe precisely the subject of the dispute. If the parties cannot agree on a common exposition of the facts, each party will then have to expose its own version of the dispute).*

Consequently the parties have agreed, by the present arbitration agreement to refer this dispute to the INTERNATIONAL ARBITRATION CHAMBER FOR FRUITS AND VEGETABLES (c/o International Arbitration Chamber of Paris, 6 avenue Pierre 1er de Serbie, 75116 Paris – Phone: 01 42 36 99 65, Fax: 01 42 36 99 58, mail: caip@arbitrage.org), in accordance with its Rules of arbitration.

Arbitrators will have to settle the following points:
*(Define clearly the task assigned to the Arbitrators)*

On the request of Company X...
On the request of Company Y...

Made in three copies in
Paris, date: