Rules of Arbitration

(in force as of 1st September 2011)
INTERNATIONAL ARBITRATION
CHAMBER OF PARIS

RULES OF ARBITRATION
(in force as of 1st September 2011)

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INTRODUCTORY PROVISIONS

Article 1:

1.1 The International Arbitration Chamber of Paris, previously known as the “Arbitration Chamber of Paris”, continues the same activities under this new name through all the arbitration procedures conducted under its auspices.

The present Rules of Procedure shall apply to any arbitration clause or arbitration agreement or request for arbitration that still designates the Arbitration Chamber of Paris.

If an arbitration case is to be governed by a previous version of the Rules of Procedure/Rules of Arbitration of the Arbitration Chamber of Paris, the provisions of said version must be understood from this date forward to refer to the International Arbitration Chamber of Paris, to which they shall apply mutatis mutandis.

1.2 With the International Arbitration Chamber of Paris, disputes can be resolved either through arbitration proceedings conducted by it, or amicably, or through mediation, in accordance with these Rules of Arbitration and its Rules of Mediation.
1.3 Unless otherwise decided by the parties, arbitration proceedings conducted under the auspices of the International Arbitration Chamber of Paris shall be single-tier proceedings, in accordance with the provisions of these Rules.

Arbitrations or conciliations are held in the premises of the International Arbitration Chamber of Paris, unless there is any expressly agreed provision to the contrary.

1.4 The International Arbitration Chamber of Paris reserves its right to organize hearings by video conference.

In addition, the International Arbitration Chamber of Paris provides the Arbitral Tribunals, during their arbitration assignment, with all necessary material assistance, either by placing at their disposal all the resources which it habitually uses or by bearing the effects of any measures which may be decided by said Tribunals during the course of proceedings for the purpose of fully performing their assignment.

1.5 These Rules may be applied to ad hoc arbitration, with the agreement of the parties or pursuant to a proposal by the Arbitrators. In such cases, arbitrators and/or parties who intend to make use of its services have to determine with the International Arbitration Chamber of Paris which services they wish it to perform.

Finally, the International Arbitration Chamber shall cause to be carried out all expert evaluations, analyses and formalities which are under its responsibility or which may be called for.

1.6 The foregoing provisions also apply to disputes referred by the courts of law to the International Arbitration Chamber of Paris.

Article 2:

The legal representative of the International Arbitration Chamber of Paris is its Chairman, who exercises the powers hereby entrusted both to the International Arbitration Chamber of Paris 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 officially designated to replace him and only for the duration of such impediment.

REFERRING MATTERS TO THE INTERNATIONAL ARBITRATION CHAMBER OF PARIS

Article 3:

3.1 The International Arbitration Chamber of Paris shall arrange arbitration between the parties in dispute by forming an Arbitral Tribunal specific to each case referred to it.

The International Arbitration Chamber of Paris reserves the right to refuse any application for arbitration without obligation to explain such refusal.

3.2 When parties agree to have recourse to arbitration through the intermediary of the International Arbitration Chamber of Paris (or through the intermediary of the Arbitration Chamber of Paris, as the International Arbitration Chamber of Paris was previously known, said parties shall be
deemed to accept without reserve all of the provisions of these Rules and shall abide by their enforcement, unless any provisions to the contrary are expressly agreed.

Consequently, if the parties have agreed to have recourse to arbitration by the “Arbitration Chamber of Paris” before or after the present Rules have entered into force, said Rules shall apply unless specifically agreed otherwise by the parties, and the International Arbitration Chamber of Paris shall be deemed competent to judge the dispute between the parties.

3.3 The first application for a matter to be resolved by the International Arbitration Chamber of Paris for any one of the procedures provided for herein shall constitute the application instigating proceedings and shall interrupt the limitation periods and extinctive time-limits.

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

In order to facilitate the recovery of small money claims that qualify as being unquestionable, liquid and due, the parties may request implementation of the P.A.R.A.D. procedure as described in Appendix 1.

In the case of disputes involving limited money claims, except in the case of contrary opinion raised by one of the parties, the rules to be applied will be those under the P.A.R. procedure as described in Appendix 2.

3.5 Finally, if the parties are bound by a contract involving the application of procedural rules specific to a particular branch of the trade, said specific procedural rules shall be observed by the Arbitral Tribunal or Tribunals called upon to resolve the dispute. In such cases, the Rules herein shall only apply insofar as its provisions do not contradict the procedural rules of the trade so adopted.

Article 4:

4.1 The parties to the arbitration may decide to use a preliminary mediation procedure for the settlement of their dispute, conducted under the auspices of the International Arbitration Chamber of Paris, in cases where the parties signed a preliminary mediation clause nominating the International Arbitration Chamber of Paris or its Rules of Mediation, or once the dispute has arisen.

4.2 Mediation may also be proposed by the Chairman of the International Arbitration Chamber of Paris where, in light of the claimant’s position, the Chairman believes that mediation is an option.

Moreover, the Arbitral Tribunal may suggest that the parties use the mediation procedure at any time.

4.3 The mediation procedure is conducted in accordance with the Rules of Mediation of the International Arbitration Chamber of Paris in force on the date the proceedings are instigated.

The arbitration proceedings are suspended throughout the duration of the mediation procedure.

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 that 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.
SECTION I: PROVISIONS APPLICABLE TO ALL OF THE DIFFERENT ARBITRATION PROCEDURES

APPLICATION FOR ARBITRATION

Article 5:

Matters are referred to the International Arbitration Chamber of Paris by an application for arbitration filed pursuant to an arbitration clause or arbitration agreement nominating the International Arbitration Chamber of Paris.

Any mention of or reference to the “Arbitration Chamber of Paris” in an agreement or arbitration clause must be understood to mean the “International Arbitration Chamber of Paris”.

The parties may agree to refer a matter to arbitration and nominate the International Arbitration Chamber of Paris even where proceedings have already been issued before a court of law.

In such cases, the mediation procedure may be used in accordance with Article 4 of these Rules.

The arbitration agreement or application for arbitration must include the names and addresses of the parties, a summary of the main facts of the dispute and a precise definition of the subject of the request.

Whenever the International Arbitration Chamber of Paris receives an application for arbitration, it shall inform the defendant or defendants without delay.

Where the matter is referred to the International Arbitration Chamber of Paris by e-mail or fax, same must be confirmed immediately in writing by a letter signed by the claimant in order to authenticate and date the application.

REPLY TO THE APPLICATION FOR ARBITRATION

Article 6:

Where an application for arbitration has been transferred to the Arbitral Tribunal, in accordance with Article 20, the defendant must submit his or her case file no less than eight days prior to the date of the Arbitral Tribunal hearing notified to the defendant. All evidence after this date may if challenged be declared to have been filed too late and therefore to be inadmissible by the Arbitral Tribunal.

Subject to the Arbitral Tribunal’s assessment of the admissibility or late filing thereof, any counterclaim must 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 dependant on payment of the arbitration fees before the hearing according to Articles 55 and 57.

Any counterclaim shall afford to the claimant the possibility of requesting that the Arbitral Tribunal adjourn 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 must file his dossier with the Secretariat within one month after depositing the costs, the dossier of the other party having to be filed 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 prorogued by the Chairman of the Arbitral Tribunal or, in the event that the latter is impeded, by the Chairman of the International Arbitration Chamber of Paris, who may then possibly decide to postpone the hearing to a later date.

**Article 7:**

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

The parties must 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 procedures conducted in accordance with Section II 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, where applicable, be validated for the Second Degree proceedings by the relevant party(ies).

There must 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 as from the date of the writ of summons.

If samples are submitted by the parties, they must arrive at the Secretariat of the International Arbitrations Chamber of Paris before the debates. They shall remain available to the party that submitted them for three months after the decision of the Arbitral Tribunal. Beyond this period, the International Arbitration Chamber of Paris may freely decide on their disposal.

**THE ARBITRATORS**

**Article 8:**

The Arbitral Tribunals shall be formed by Arbitrators who are either nominated or appointed according to Articles 16, 43, 46, 18 or 50 herein.

When Arbitrators are appointed by the International Arbitration Chamber of Paris, they are selected, without prejudice to the exception provided for in Article 12, from the Single List of Arbitrators drawn up according to the provisions of Article 11 herein.

The parties have the right to nominate an Arbitrator that is not listed on the list produced by the International Arbitration Chamber of Paris provided that the Arbitrator meets the requirements
established in Articles 9 and 10. The appointment of this arbitrator is within the competence of the Chairman of the International Arbitration Chamber of Paris.

**Article 9:**

The Arbitrators may be French nationals or foreigners. They must have full citizen’s rights and hold or have previously held a position of commercial, technical, legal, financial, industrial or professional responsibility.

Whatever the procedure by which they are appointed, the Arbitrators shall be Judges and as such enjoy all the rights and be governed by all the duties applicable to such status. In no event whatsoever may they act or intervene as representatives of any of the parties.

**Article 10:**

Prior to accepting their mandate, Arbitrators are responsible for informing the parties and the International Arbitration Chamber of Paris of any facts or circumstances liable in their opinion to 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 liable to 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 of Paris.

**Article 11:**

The names of the Arbitrators are set out in a Single List drawn up by the International Arbitration Chamber of Paris and classified under specialised sections after an application has been submitted for a position of Arbitrator either by the Professional Group belonging to the International Arbitration Chamber of Paris or by the Chairman of the relevant group. Acceptance of the aforementioned application is decided by the Board of the International Arbitration Chamber of Paris upon due consideration.

The names of newly enrolled Arbitrators will be added to the end of the Single List until they are classed in the relevant specialised section in the new edition of the list.

An Arbitrator may - where this reflects his or her special expertise - appear in more than one specialised section of the list mentioned in Article 8, paragraph 3 of the articles of incorporation of the International Arbitration Chamber of Paris.

**Article 12:**

Notwithstanding Article 8 and in exceptional cases, when the nature of the dispute is such as to require it, the Chairman of the International Arbitration Chamber of Paris may, in forming an Arbitral Tribunal, appoint any person not included on the List established by the Chamber, provided that said person satisfies the conditions laid down in Article 9.
Article 13:

The appointment of an Arbitrator may be challenged on the basis of a lack of independence or impartiality. In particular, an Arbitrator must not be related to or be an associate of any of the parties and must have no personal interest in the settlement of the dispute.

Any challenge to an Arbitrator must be filed within 15 days of notice of the said Arbitrator’s statement of independence and impartiality, or within 15 days of the date on which the party challenging the Arbitrator became aware of the undisclosed cause or circumstances.

The Chairman of the International Arbitration Chamber of Paris shall have sole authority to decide whether such a challenge is founded and justified or whether the appointment of the arbitrator should be confirmed. No challenge should be made in the event of a “qualified” statement, disclosing circumstances that do not objectively affect the independence or impartiality of the Arbitrator. The Chairman shall not give reasons for his decision to uphold or reject the challenge.

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

Article 14:

In the event of the death, refusal, 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, the Chairman of the International Arbitration Chamber of Paris shall replace him without needing to call for any new nomination by either of the parties.

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 15:

The Chairman of the International Arbitration Chamber of Paris shall refrain from carrying out any functions in an arbitration conducted under the auspices of the International Arbitration Chamber of Paris in accordance with its Rules or requiring the involvement and the services of the said Chamber.

Appointment of the Arbitral Tribunal

Article 16:

Unless the parties agree to a sole Arbitrator nominated by them or by the Chairman of the International Arbitration Chamber of Paris, 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 of 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 of Paris appoints these arbitrators according to the provisions of Articles 8, 9 and 10 of the Rules of Arbitration.
If, within the time allowed, one of the parties has not exercised the option to nominate an arbitrator, the Chairman of the International Arbitration Chamber of Paris shall appoint an arbitrator ex officio.

2) If more than two parties are concerned, the Chairman of the International Arbitration Chamber of Paris shall appoint the three members of the Arbitral Tribunal, unless the parties agree to another procedure for the nomination of the Arbitrators.

3) The Chairman of the Arbitral Tribunal is appointed by the Chairman of the International Arbitration Chamber of Paris.

JURISDICTION OF THE TRIBUNAL

Article 17:

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

An objection that the Arbitral Tribunal lacks jurisdiction must be raised by the relevant party prior to any defence on the merits of the case or filing of an application to strike out the matter on the grounds of inadmissibility. Failing this, such objection shall be inadmissible.

POWERS AND PROCEDURE

Article 18:

Arbitral Tribunals constituted by the International Arbitration Chamber of Paris are under no obligation during proceedings to observe the procedure, time limits or formalities governing Courts of law. 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.

All Arbitral Tribunals shall settle the disputes referred to them according to the rules of law, taking into account, in all cases, standard commercial practice, unless the parties expressly agree to request the Arbitrators to rule as mediators in an amicable settlement.

In such circumstances, the arbitration proceedings are single-tier proceedings. Accordingly, the applicable arbitration fees are those applicable to single-tier proceedings.

If during proceedings which have already begun before an Arbitral Tribunal the parties agree to change the nature of their request from a request for a judgement according to the rules of law to a request that the Arbitrators rule as mediators for an amicable settlement, a statement recording this agreement shall be drawn up before the Tribunal and signed by the parties and the arbitrators. The award, based on a numerical majority, shall then be final.
Article 19:

The parties and the Arbitrators shall act promptly and fairly in the conduct of the proceedings. In any case, the Arbitral Tribunal guarantees the equality of the parties and respects the adversarial principle.

TRANSFER OF THE CASE FILE TO THE ARBITRAL TRIBUNAL

Article 20:

In single-tier proceedings, First Degree proceedings, urgent proceedings and proceedings for conservatory measures (référé arbitral), the International Arbitration Chamber of Paris transfers the main claims or counterclaims to the Arbitral Tribunal provided that firstly, the arbitration fees provided for in Article 57 have been paid and secondly, the exhibits, documents, statements or submissions in support of the said claim have been filed.

For two-tier proceedings, the International Arbitration Chamber of Paris transfers the case file to the Second Degree Tribunal as soon as the party requesting Second Degree proceedings has paid the applicable arbitration fees in accordance with the provisions of Article 57.

PROCEDURAL TIMETABLE AND TERMS OF REFERENCE

Article 21:

As soon as the Arbitral Tribunal receives the case file transferred by the International Arbitration Chamber of Paris in accordance with Article 20, the Secretariat summons the parties to appear at a preliminary procedural hearing unless the Arbitral Tribunal decides to summon the parties itself or to adopt other procedures, for the purpose of establishing a procedural timetable and the Tribunal’s terms of reference, together with the parties and their legal advisers, if any.

The terms of reference and procedural timetable are signed by the parties and the Arbitrators. In the event that one of the parties fails to sign the terms of reference or procedural timetable, they shall be submitted to the Chairman of the International Arbitration Chamber of Paris for signature. The Chairman’s signature shall produce the same effect as if all the parties had signed them.

This procedural timetable and any subsequent changes made to it, shall be notified to the parties and to the International Arbitration Chamber of Paris.

The Arbitral Tribunal may nevertheless decide, on account of the special characteristics of the dispute and unless otherwise agreed by all the parties, either itself or through the Secretariat, that it is not necessary to produce terms of reference or a procedural timetable and that the case is ready to be heard at the first available hearing.

In the event that the terms of reference are signed by the parties and the Arbitrators, the statements provided for in the second paragraph of Article 10 are appended thereto. Where there are no terms of reference, the parties are presumed to have approved the formation of the Arbitral Tribunal unless one of the parties challenges an Arbitrator in accordance with Article 13.
TIME LIMITS GOVERNING ARBITRATION PROCEEDINGS

Article 22:

The adoption of these Rules by the parties to the arbitration means that the contractual time limit for the performance of the Arbitral Tribunal’s mandate is normally set at six months from the date on which the last Arbitrator accepted his mandate, subject to the stipulations and extensions agreed in the terms of reference and the procedural timetable.

Accordingly, the procedural timetable must, where possible, reflect this six-month arbitration time limit.

At the request of an Arbitrator or a party, or of his own motion, the Chairman of the International Arbitration Chamber of Paris 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.

Article 23:

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 ........................................................ 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 6 (second and third paragraphs) and 35 (second paragraph).

Article 24:

All time limits mentioned herein are calculated on the basis set out by Articles 641 and 642 of the Code de Procédure Civile (French Code of Civil Procedure).

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 by limitation 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 of Paris after a reminder to parties made by registered letter has given no result. In case of time-limitation, all advance deposits shall become the property of the International Arbitration Chamber of Paris.
LANGUAGE OF THE ARBITRATION

Article 25:

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 proceedings.

The Arbitral Tribunal establishes 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 authorised to translate documents for legal or administrative bodies of another Member State of the European Union, of a contracting party to the European Economic Area agreement or of the Swiss Confederation.

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.

APPEARANCE AT HEARINGS AND LEGAL REPRESENTATION

Article 26:

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

Article 27:

If in spite of a duly issued writ of summons the defendant does not 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.
CONDUCT AND PROGRESS OF HEARINGS

Article 28:

The hearings of Arbitral Tribunals shall take place on premises placed at their disposal by the International Arbitration Chamber of Paris within the framework of its role of facilitating arbitration, other than in the exceptional circumstance that the Arbitral Tribunal chooses another location, notably should it decide to conduct proceedings on site.

The Chairman of the Arbitral Tribunal shall set the rules governing hearings and conduct the debates with regard to maintaining good order. The hearings imply cross-examination and are not open to persons not concerned by the dispute except where the Arbitrators decide otherwise with the agreement of the parties. Where persons not involved in the case are admitted they shall be reminded of their duty to avoid any disturbance of the hearings and to keep the matter confidential. During the debates and the private sitting, the Arbitral Tribunal shall be assisted by a Secretary in attendance, appointed by the Chairman of the International Arbitration Chamber of Paris.

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 on no further application or evidence may be brought before the Tribunal. Similarly, no remarks may be made and no documents produced, unless the Chairman of the Arbitral Tribunal so wishes, 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 served later on its behalf by the Secretariat of the International Arbitration Chamber of Paris.

WAIVER OF RIGHT TO OBJECT

Article 29:

Any party that fails to raise in a timely manner any irregularity in the proceedings before the Arbitral Tribunal, with full knowledge of the facts and without just cause, is deemed to have waived its right to raise this plea.

INVESTIGATION PROCEDURES

Article 30:

The Arbitral Tribunals have the widest possible powers to seek evidence.

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 speaking order all and any investigation which they consider to be pertinent. The parties are required to provide assistance in the conduct of such investigation, the Arbitrators being at liberty to interpret as they wish any failure or refusal to so assist the Tribunal.
The Tribunals may finally decide to consult whomsoever they wish on any matter whatsoever.

Article 31:

In the event that a party to the arbitration proceedings intends to rely on a document held by a third party, it may, with the leave of the Arbitral Tribunal, under Article 1469 of the French Code of Civil Procedure, bring proceedings against the said third party before the Presiding Judge of Paris Regional Court seeking an order for the production of an official copy thereof or production of the instrument or document.

INTERIM OR CONSERVATORY MEASURES

Article 32:

The Arbitral Tribunal may issue to the parties any conservatory or interim measure that it deems fit.

Article 33:

Until such time as the Arbitral Tribunal is formed, the existence of an arbitration agreement nominating the International Arbitration Chamber of Paris does not prevent a party from applying to a court of law for investigation procedures or an interim or conservatory measure.

STAY OF PROCEDURES

Article 34:

The Arbitral Tribunal may, where necessary, stay the arbitration proceedings. This decision suspends the conduct of the proceedings and the arbitration time limit for such time as it sees fit or until the occurrence of the event that it determines.

ADJOURNMENT OF HEARINGS

Article 35:

At the request of one of the parties a case called for an initial hearing may be adjourned with the Chairman’s consent.

Such an application for adjournment must be filed at least 8 days before the date set for the hearing, with the exception of specific cases on the merits of which the Arbitral Tribunal shall rule.

The Chairman of the Arbitral Tribunal shall evaluate the merits of any further request for adjournment made by the parties and decide whether such a request is to be granted or refused.
Article 36:

If the resolution of a dispute is unduly delayed on the part of one of the parties to the extent that an adjournment is necessary, the fee required for consideration of the case at a further hearing of the Arbitral Tribunal may be equal to one third of the standard arbitration fee and payable by the party having caused the adjournment.

The Arbitral Tribunal decides whether this measure is to be implemented.

AWARD

Article 37:

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

The arbitration award shall include the names of the Arbitrators, that of the Secretary in attendance, a concise summary of the grounds of the parties, their respective claims and the given facts, the reasons for the award reached and a statement of the orders.

The award is issued in as many original copies as there are parties and Arbitrators, plus one original copy for the International Arbitration Chamber of Paris.

Original copies 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 stamp of the Secretary in attendance appointed by the Chairman of the International Arbitration Chamber of Paris.

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

AWARD ON AGREED TERMS

Article 38:

Where the parties reach a settlement during the arbitration proceedings, they may ask the Arbitral Tribunal to have this settlement embodied in the form of an award issued by the parties by mutual consent.

ENFORCEMENT

Article 39:

The parties undertake to enforce the award to be issued in good faith.

The parties are responsible for filing suit to obtain execution of an award in the event that it is not voluntarily complied with.
RE COURSE IN LAW

Article 40:

No appeal lies from awards issued under the auspices of the International Arbitration Chamber of Paris.

Article 41:

Subject to the provisions of Article 42 below, only an application to set aside the award may be filed before the Court of Appeal in relation to awards issued in France under the auspices of the International Arbitration Chamber of Paris.

The parties waive their right to have an appeal court, hearing an application to have an award set aside, rule on the merits of the case in the event that the relevant arbitration award is set aside.

RIGHT OF PARTIES TO WAIVE PROCEEDINGS TO SET ASIDE THE AWARD

Article 42:

In international arbitrations, the parties have the right to waive proceedings to set aside the award(s) issued in France by an Arbitral Tribunal established under the auspices of the International Arbitration Chamber of Paris.

This waiver may be exercised at any time. It must expressly refer to applications to set aside and be recorded in a special agreement between the parties, that shall be notified to the Arbitral Tribunal and the International Arbitration Chamber of Paris.

In such cases, the parties are still entitled to appeal against an enforcement order (ordonnance d’exequatur) in accordance with the provisions of Article 1520 and Article 1522 et seq. of the French Code of Civil Procedure.

SECTION II: PROVISIONS APPLICABLE SOLELY TO TWO-TIER ARBITRATION PROCEEDINGS

ARBITRAL TRIBUNALS: FIRST DEGREE

Article 43:

Disputes are brought before an Arbitral Tribunal referred to as the “First Degree” Arbitral Tribunal and formed, in the same way as for the single-tier procedure, in accordance with Article 16 of these Rules.
PROVISIONAL AWARD

Article 44:

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

This provisional award shall include the names of the Arbitrators, that of the Secretary in
attendance, a concise summary of the cases of the parties, their respective arguments and the given
facts, the reasons for the award reached and a statement of the fines.

The provisional award is issued in as many original copies as there are parties and
Arbitrators, plus one original copy for the International Arbitration Chamber of Paris.

The original copies 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 stamp of the
Secretary in attendance appointed by the Chairman of the International Arbitration Chamber of Paris.

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

REQUEST TO INSTIGATE SECOND DEGREE PROCEEDINGS

Article 45:

Each of the parties may request a second examination of the case (i.e. by a Second Degree
Arbitral Tribunal) within the period laid down in Article 46 paragraph 1 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 submission by mutual
agreement between the parties, nor received a written request for institution of Second Degree
proceedings, the provisional award shall become the final award on receipt of a simple request that it
be so by one or other of the parties, and notice thereof shall be served 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 57 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.

ARBITRAL TRIBUNALS: SECOND DEGREE

Article 46:

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, said Chamber shall set up a second
Arbitral Tribunal consisting of three members, all appointed by the Chairman of the International
Arbitration Chamber of Paris.

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 14 concerning
replacement of Arbitrators impeded from sitting.

Article 47:

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.

Award

Article 48:

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 a majority
vote.

Article 49:

The award shall include the names of the Arbitrators, that of the Secretary in
attendance, a concise summary of the grounds of the parties, their respective claims and the given
facts, the reasons for the award reached and a statement of the orders.

Original copies of the arbitration award shall be signed by all the Arbitrators, except
where a minority refuse to so sign, such refusal being recorded, and requires the stamp of the
Secretary in attendance appointed by the Chairman of the International Arbitration Chamber of
Paris.

An original copy of the award is served on each party and/or its legal advisers by the
International Arbitration Chamber of Paris. A certified copy of the original copy of the award held by the
International Arbitration Chamber of Paris may be issued by the Secretariat at the request of a party,
provided that all the other parties are informed thereof.
SECTION III: URGENT ARBITRATION PROCEDURE

Article 50:

Implementation of an exceptional urgent procedure may be requested at the time of the application for arbitration accompanied by the deposit of a non-refundable lump sum amounting to two times the fixed part of the first bracket of the Arbitration Chamber’s scale of fees and being deductible from the advance deposit mentioned in article 52, paragraph 3.

It is incumbent on the Chairman of the International Arbitration Chamber of Paris to decide at the earliest opportunity if such a procedure is to be implemented; he is under no obligation to justify his decision.

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

If the application for urgent consideration of the case is granted, the Arbitral Tribunal shall be composed of five Arbitrators nominated or appointed as follows:

1) The Chairman of the International Arbitration Chamber of Paris shall appoint three Arbitrators, among them the Chairman of the Arbitral Tribunal.

2) In the case of arbitration proceedings taken against a single defendant, the claimant shall have the right to nominate in his application for arbitration one Arbitrator who may be chosen from the list previously drawn up by the International Arbitration Chamber of Paris or who satisfies the criteria set out in Article 9 herein.

The defendant shall have the same right, subject to a time limit of 8 days from the date of receipt of the notification of the application for arbitration.

If one of the parties has not availed himself of his right to nominate an Arbitrator, the Chairman of the International Arbitration Chamber of Paris shall do so ex officio.

3) If there are more than two parties to the action, the Chairman of the International Arbitration Chamber of Paris shall appoint all five Arbitrators on the panel of the Arbitral Tribunal.

If the benefit of the accelerated procedure is sought by one of the parties in order for the Tribunal to rule on an interim or warranty measure as in a summary procedure before the Courts, the Arbitral Tribunal shall be composed of three Arbitrators all appointed by the Chairman of the International Arbitration Chamber of Paris.

Arbitration proceedings shall take place as promptly as possible and the Chairman of the International Arbitration Chamber of Paris 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 papers, documents, submissions and statements by the parties.
Article 51:

The assignment of the Arbitrators forming the Tribunal ruling under the accelerated procedure shall last only six months, but by authority of the parties in pursuance of the implementation of the Rules herein and on his own initiative, the Chairman of the International Arbitration Chamber of Paris may extend this duration by a renewable period of six months, with the proviso that extensions do not exceed two in number. On each occasion the Arbitrators and parties shall be notified of any such extension.

In the exceptional circumstance where the task 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 (District Court) either by mutual consent of the parties involved or upon request of one of the parties or of the Arbitral Tribunal.

The arbitration period shall begin to run from the date of the official document recording both the willingness to sit of each of the Arbitrators and the setting up of the Arbitral Tribunal of which they are to form the panel.

Article 52:

The ruling of an Arbitral Tribunal governed by this accelerated procedure shall be given on the basis of a straightforward numerical majority (3 votes out of 5); copy thereof shall be signed by all the Arbitrators, except where a minority refuse to do so, in which case this is mentioned in the record, and by the Secretary in attendance. An authenticated copy of the award shall be notified to the parties.

The award of the said Tribunal is final as there are no Second Degree proceedings in the case of a fixed summons.

Arbitration fees for urgent arbitration proceedings are fixed at one and a half times the fees charged for administrative costs under the standard procedure, plus the fees, unchanged and without surcharge, of the Arbitrators.

Article 53:

If the benefit of the accelerated procedure is sought by one of the parties in order for the Tribunal to rule on an interim or warranty measure as in a summary procedure before the Courts, the Arbitral Tribunal shall be composed of three Arbitrators all appointed by the Chairman of the International Arbitration Chamber of Paris.

Fees for this accelerated procedure shall be set at twice the amount shown for the first level of the scale of fees.

None of these three Arbitrators may sit on the bench or subsequently be called to sit on the bench of the Arbitral Tribunal formed for the standard procedure, whether it is a single-tier or two-tier procedure, that will be required to rule on the merits of the case.

The ruling of such a Tribunal shall be strictly limited to a decision on the interim or warranty measure sought. The Tribunal may under no circumstances judge the substance of the case nor anticipate the nature of its later settlement.
Article 54:

The above provisions for Arbitral Tribunal using an accelerated procedure shall not prejudice implementation of Article 14 in the matter of replacement of Arbitrators unable to sit.

SECTION IV: COSTS AND FEES

Article 55:

At the beginning of each calendar year arbitration costs in all categories are determined by the Chairman of the International Arbitration Chamber of Paris after due consideration by the Board. In particular, the scale of advance fee deposits is set. This scale is available for consultation at the Secretariat of the International Arbitration Chamber of Paris.

For single-tier and two-tier standard procedures and urgent arbitration procedures, the Chairman of the International Arbitration Chamber of Paris may decide, in exceptional circumstances, to increase or reduce the arbitration fees applicable according to the scale.

Arbitration fees for consideration of a case at Second Degree shall be one and a half times the fees charged for the main complaint already judged at First Degree, augmented, where applicable, by one and a half times the administrative costs resulting from an eventual counterclaim formulated by the defendant(s) at First Degree, plus the fees, unchanged and without surcharge, of the First Degree arbitrators. Counterclaims presented for the first time at Second Degree in accordance with article 24, paragraph 3 shall be subject to payment of the unchanged scale of arbitration fees, i.e. without surcharge.

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.

Article 56:

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

Article 57:

The parties shall pay in advance the arbitration costs claimed, as determined pro rata to the sums set by the arbitration fees scale and corresponding to the procedure chosen, and the travel fees of an appointed arbitrator shall furthermore be subject to a subsequent repayment.

The claimant or counterclaimant shall be required to pay the sums corresponding to his claim or counterclaim to the International Arbitration Chamber of Paris when said Chamber requests him to do so. If this advance payment 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 and the parties shall be notified accordingly.

Should the claimant or counterclaimant withdraw before any writ of summons has been issued, 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 once writs of summons have been issued, even if withdrawal occurs after this point or if the parties agree on or obtain implementation of measures which may put an end to arbitration.

SECTION V: MISCELLANEOUS PROVISIONS

Article 58:

Any recourse by a party to a request for compensation, as a plea in confession and avoidance against a claim from the other party, shall be taken into account for the calculation of the arbitration fees in the same way as a separate claim, in the event that said plea is likely to lead to the examination of additional questions by the Arbitral Tribunal.

Article 59:

Any case referred by Court decision for expert opinion or conciliation to the International Arbitration Chamber of Paris or to the “Arbitration Chamber of Paris” - the former name of the International Arbitration Chamber of Paris – shall be examined by a Panel of three members appointed by the Chairman of the International Arbitration Chamber of Paris.

A report on the case shall be edited by the Chairman of said Panel, signed by its members and deposited with the Clerk of the court that ordered the referral to the International Arbitration Chamber of Paris or to the “Arbitration Chamber of Paris”, the former name of the International Arbitration Chamber of Paris, together with a statement of fees to be charged by said Chamber.

Article 60:

The Arbitral Tribunal is discharged of its responsibility by the issue of its provisional award or final award.

Nevertheless the Arbitral Tribunal may, of its own motion or at the petition of either party, interpret the deed qualified as an award or provisional award, correct material errors or omissions which may affect this deed and supplement it when part of a claim has not been ruled on, in accordance with Articles 461 to 463 of the French Code of Civil Procedure.

Article 61:

The liability of the Arbitrators, of the International Arbitration Chamber of Paris or of its General Secretariat, 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 62:

The present edition of the Rules of the International Arbitration Chamber of Paris is applicable as of the 1st of September 2011 for all proceedings introduced as of this date.

Paris, on 1st September 2011
APPENDIX I

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P.A.R.A.D. PROCEDURE RULES

ACCELERATED PROCEDURE FOR RESOLVING DISPUTES BY ARBITRATION

(in application of article 3.A paragraph 2 of the rules of arbitration of the International Arbitration Chamber of Paris)

(in force as of 1st September 2011)

Article 3.A - PRELIMINARY

The P.A.R.A.D procedure is an arbitration procedure that hears the opposing parties in expeditious and simplified proceedings, in order to facilitate and accelerate the recovery of small money claims that qualify as being unquestionable, liquid and due.

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

The collection of a money claim may be pursued under the P.A.R.A.D. procedure when the money claim has a contractual ground and does not exceed in principal the amount of 150,000 euros (or equivalent in another currency as of the date of the arbitration claim), not including damages and/or indemnities under article 700 of the C.P.C (French Code of Civil Procedure).

The P.A.R.A.D. procedure is not applicable in cases where several claimants or defendants are involved.

The mandate and powers of the Arbitral Tribunal ruling under the P.A.R.A.D. procedure are set forth exhaustively in the following provisions.

Article 3.B – THE ARBITRATION CLAIM

The arbitration claim, 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 despatched simultaneously to the other party by the fastest available means of delivery.

It is recommended that every claim be accompanied by the sum required for organisation the P.A.R.A.D. procedure in accordance with the provisions of the article 3.G.

The arbitration claim must include:
- the names and addresses of the creditor and of the debtor;
- the precise amount being claimed, together with a detailed account of the various components of the money claim as well as the grounds of the claim;
- the confirmation that the claim has been despatched to the debtor, stating by which means this has been done together with any relevant documentary evidence.

The claim must imperatively be accompanied by documentary evidence and by a copy of the agreement having given rise to the money claim and mentioning the arbitration clause.

The International Arbitration Chamber of Paris notifies the defendant of the written case submitted by the claimant and indicates the date on which the sole arbitrator will hear the parties. Where the parties agree thereto, the Arbitral Tribunal may decide the dispute on the basis of documents only.

The defendant is informed as well of the name of the arbitrator designated as Arbitral Tribunal and of the date of the hearing.

Unless decided otherwise by the Arbitral Tribunal, additional claims shall not be admitted.
To be admissible, any counterclaim must be lodged within 5 days from the notification of the arbitration claim. After this time limit has elapsed, the Secretariat shall invite the counterclaimant to lodge his case as an initial claim under an arbitration procedure independent from the procedure already engaged.

**Article 3.C - CONSTITUTION OR THE ARBITRAL TRIBUNAL**

The claim shall be referred to a sole arbitrator appointed by the Chairman of the International Arbitration Chamber of Paris.

The arbitrator ruling in pursuance of the present Rules cannot act as an arbitrator in any subsequent procedure involving the same parties, in which a matter relating to those heard under the P.A.R.A.D. procedure would be raised.

A challenge against the appointment of the arbitrator, in the case of a challenge on grounds existing prior to his appointment, may only be made within 5 days following the notification of the aforementioned appointment. This delay elapsed, the arbitrator may be challenged only on grounds that have become apparent or have occurred since his appointment.

**Article 3.D - DEPOSIT OF DOCUMENTS**

An 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 3B. In this case, the defendant in the counterclaim (the original claimant) may submit a file in response to the counterclaim up to the date of opening of the debate.

The defendant is invited to deposit his file at the latest two working days before the hearing.

The documentary evidence must be submitted either in original or in copy form. In this latter case, the original documents must be available for submission at the hearings.

**Article 3.E - AWARD**

If, upon examination of the documents that have been supplied, the claim appears to the Arbitral Tribunal as being partially or totally substantiated, the Tribunal shall make an award ordering payment of the money claim for the amount it has retained.

If the claim appears to be unsubstantiated or if the debate or the materials produced reveal that it is necessary to further investigate the facts of the case, the Arbitral Tribunal shall dismiss as such the whole or part of the payment claim and invite the claimant to refer it to the International Arbitration Chamber of Paris, should the occasion arise, under the ordinary proceedings provided for in its Rules of Procedure. In such a case, it is incumbent on either party to lodge an arbitration claim with the Secretariat of the International Arbitration Chamber of Paris, and said claim shall rank on the day of its registration.

All awards, once notified to the parties, are final.

**Article 3.F - TIME LIMITS GOVERNING ARBITRATION PROCEEDINGS**

The duration of the mandate of the Arbitral Tribunal ruling under the P.A.R.A.D. procedure is one month from the date of the formal recording of its acceptance of said mandate.

By authority of the parties, in pursuance of the provisions herein, the Chairman of the International Arbitration Chamber may, on his own initiative and if he thinks fit, extend the mandate of the Arbitral Tribunal.

**Article 3.G - FEES**

The amount of advanced fees to be deposited by the claimant for an initial claim and/or a counterclaim is equal to the unvarying part of the section of the scale of fees of the International Arbitration Chamber of Paris in force on the date of the arbitration claim, corresponding to the amount of the litigious claim.
The aforesaid fees shall definitively and entirely become the property of the International Arbitration Chamber of Paris as from the registration of the arbitration claim, whatever the outcome of the procedure might be or where the claimant withdraws for any reason whatsoever.

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

P.A.R. PROCEDURE RULES

RAPID ARBITRATION PROCEDURE
(in application of article 3.4 paragraph 3 of the rules of arbitration of the International Arbitration Chamber of Paris)
(in force as of 1st September 2011)

Article 3.A - PRELIMINARY

Parties may have recourse to the P.A.R. arbitration procedure where the money claim does not exceed in principal the sum of 45,000 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 of Paris, 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 3.B – THE ARBITRATION CLAIM

The arbitration claim, 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 despatched 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 3.G.

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 documentary evidence.

The claim 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 will hear the parties.

The claimant is also informed of the composition of the Arbitral Tribunal and the date of the hearing.

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

Article 3.C - CONSTITUTION OF THE ARBITRAL TRIBUNAL

The claim shall be referred to an Arbitral Tribunal composed of a sole arbitrator appointed by the Chairman of the International Arbitration Chamber of Paris.

The sole arbitrator can, in the event of a particular difficulty in the examination of the case, request the Chairman of the International Arbitration Chamber of Paris that the Arbitral Tribunal be composed of a panel of arbitrators. In this case, the Chairman of the International Arbitration Chamber
shall immediately invite the parties to appoint one arbitrator each within a time-limit of 10 days,

failing which the Chairman will proceed with the appointment on behalf of the parties.

The parties shall be duly informed of the definitive composition of the Arbitral Tribunal.

A challenge against the appointment of the arbitrator on grounds existing prior to the appointment
must be made within 5 days following the notification of the aforementioned appointment. After expiry
of this time-limit, the appointment of the arbitrator may only be challenged on grounds that have
become apparent or have occurred since his appointment.

**Article 3.D – EXAMINATION OF THE CASE**

Unless a contrary decision is made by the Arbitral Tribunal, the latter will rule 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 3B. In this case, the defendant in 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 at the Secretariat at the latest five days before the date of the
hearing which will have been notified to him.

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 fixes.

**Article 3.E - AWARD**

The Arbitral Tribunal shall rule on the dispute definitively and in the capacity of amicable settlement
mediator by means of an award which is notified to the parties.

**Article 3.F – 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 recording of its acceptance of the mandate.

The request that the sole arbitrator rule in a panel of arbitrators, provided for under article 3 C para.2,
will interrupt the time limit governing the arbitration proceedings. In this particular case, a new time-
limit of one month shall begin to run from the date of signature of the formal record of acceptance by
the Arbitral Tribunal to sit as a panel of arbitrators.

By authority of the parties granted in application of the present Rules, the Chairman of the
International Arbitration Chamber of Paris, on his own initiative, may extend the mandate of the
Arbitral Tribunal.

**Article 3.G - FEES**

The amount of advanced fees to be deposited by the claimant for an initial claim and/or a counterclaim is
equal to the unvarying part of the section of the scale of fees of the International Arbitration Chamber of Paris
in force on the date of the arbitration claim, corresponding to the amount of the litigious claim.

The aforesaid fees shall definitively and entirely become the property of the International Arbitration
Chamber of Paris as from the registration of the arbitration claim, whatever the outcome of the
procedure or even if the claimant withdraws the claim for any reason whatsoever.

The Arbitral Tribunal will rule on the bearing and eventual sharing of the aforesaid fees.
Implementation of a special accelerated procedure may furthermore be requested where the arbitration required involves a look and sniff research ("FLAIR").

The implementation of this procedure shall be granted by the Chairman of the International Arbitration Chamber after payment by the claimant of a fixed non-refundable deposit equal to three times the amount shown in the first level of the scale of arbitration fees.

If the special urgent procedure is applied, an Arbitral Tribunal shall be set up with a panel of five Arbitrators nominated or appointed according to Article 50 of the Rules.

Once the parties involved have been called to appear according to due process, the Arbitral Tribunal shall decide, prior to any ruling, on the existence of conditions for "flair" examination, on the basis of samples contractually taken at the time and place of delivery of the goods under dispute.

These proceedings will only be continued where firstly, the claimant files the exhibits, documents, statements or submissions in support of his claim, as a result of which the claim must be ready to be judged, and secondly, the arbitration fees relating to the substantive hearing which are fixed at one and a half times the fees that would have been payable for administrative costs of First Degree proceedings or single-tier proceedings, plus the fees, unchanged and without surcharge, of the Arbitrators, have been paid.

The Tribunal shall rule on the basis of a numerical majority (3 votes out of 5). Its ruling shall be final and not subject to appeal.

The mandate of the arbitrators shall last for only three months as from the date of the report recording their acceptance of said mandate; however, by delegation of the parties granted in application of the present Rules of Procedure, or on his own initiative, the Chairman of the International Arbitration Chamber may extend this assignment for successive three month periods, with the proviso that the total number of these extensions does not exceed four.
STANDARD MEDIATION AND ARBITRATION CLAUSE

"Any dispute arising out of or under this agreement shall be settled through a preliminary mediation procedure conducted under the auspices of the INTERNATIONAL ARBITRATION CHAMBER OF PARIS (6 avenue Pierre 1er de Serbie, 75116 PARIS, Phone: (33) 01.42.36.99.65, fax: (33) 01.42.36.99.58), in accordance with its Rules of Mediation and Conciliation. In the event that no settlement is reached through this procedure, the dispute shall be resolved by arbitration under the auspices of the INTERNATIONAL ARBITRATION CHAMBER OF PARIS, in accordance with its Rules, and the parties declare that they are aware of its Rules and accept them”.

STANDARD ARBITRATION CLAUSE:

"Any dispute arising out of or under this contract shall be settled by arbitration under the auspices of the CHAMBRE ARBITRALE INTERNATIONALE DE PARIS (6 avenue Pierre 1er de Serbie, 75116 PARIS, Phone: (33) 01.42.36.99.65, fax: (33) 01.42.36.99.58), in accordance with its Rules, whereof both Parties declare to be cognisant and which they hereby accept".
STANDARD ARBITRATION AGREEMENT

Between the undersigned:

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

The following has been set forth as preliminary:

(Explain 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 of Paris, which will intervene in accordance with its Rules, whereof both parties declare being cognisant and which they hereby accept.

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...

The parties nominate (if necessary) the following arbitrators:

For company X: Mr ............
For company Y: Mr ............

Written in three copies
in Paris, date:

Signature of the parties.