



C.A.M.P.

**CHAMBRE ARBITRALE
MARITIME DE PARIS**

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Arbitration Rules & Annexes

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In case of a conflict of interpretation, the French printed version prevails

ARBITRATION RULES OF THE CHAMBRE ARBITRALE MARITIME DE PARIS

Article I.- Jurisdiction of the Chambre

The Chambre Arbitrale Maritime de Paris (the Chambre) organizes the arbitration of disputes relating to:

- the fields of exploitation, navigation, transportation matters or chartering, building or repairing, sale or purchase of: merchant ships, fishing or pleasure ships, offshore platforms and their installations, apparatus and appliances at sea and their equipment;
- the field of marine insurance;
- ship management
- forwarding and multimodal operations
- maritime casualties
- river trading

and to any other activities directly or indirectly connected with the foregoing.

The Chambre is nominated for this purpose by an arbitration agreement concluded before or after the dispute arises, which may be included in or separate from one or several contracts.

The Rules which apply to a dispute are those which were in force when the arbitration agreement was agreed by the parties, unless they decide, by special agreement, that the Rules which will be applied will be those in force when the proceedings begin.

Article II.- Powers of the Committee to administer arbitration

The Committee of the Chambre (the Committee) provided for and appointed as laid down in Article 7 of the Articles of the Chambre , deals as provided for in book IV of the “Code de procédure civile” (the CPC) and in the present Rules, with the organization of the arbitration of the disputes submitted to the Chambre.

The President of the Chambre Arbitrale Maritime de Paris (the President) shall act by virtue of his office for the purposes and subject to the conditions provided for by the present Rules.

The President may, during his period of office, be appointed by one party as first degree or second degree arbitrator in disputes referred to the Chambre. He may be appointed at first or second degree as President of an Arbitration Tribunal, but only on joint request by the parties, which shall be submitted before notification of the composition of the Arbitration Tribunal. If he accepts one of these appointments, he shall be replaced in his duties by a Vice-President of the Chambre or, if none, by a member of the Committee,

but only for the dispute in which he is barred from acting.

Other titular members of the Committee may be appointed as arbitrators in matters submitted to arbitration by the Chambre both at first instance and for second degree examination, subject to the following.

A titular member appointed as arbitrator shall be replaced for the purposes of his functions as a member of the Committee by supplementary members appointed by the Committee but only for the purposes of the matter in respect of which the member is appointed.

A titular member may be appointed as third arbitrator or sole arbitrator at first instance by the President or his substitute.

Titular members may be appointed by the President or his substitute as arbitrator for second degree examinations, but any such appointment as President of the second degree tribunal is subject to the parties' approval.

Article III- Application of the CPC

The provisions of sections I and II of book IV of CPC shall apply in the absence of provisions in the arbitration rules of the Chamber or in the agreement between the parties.

Article IV.- List of arbitrators

There exists within the Chambre a list of persons described as "Arbitrators of the Chambre Arbitrale Maritime de Paris", who conduct, subject to the following conditions, the arbitration of the disputes entrusted to the Chambre. This list is drawn up and kept up to date pursuant to the conditions set out in Article 3 of the Articles of the Chambre.

However, where the dispute involves matters of specialised nature, the Committee may accept arbitrators who are not on the list of arbitrators of the Chambre, or, on occasion, appoint others. They shall be bound by all the provisions of the present Rules.

The arbitrators of the Chambre need not be of French nationality.

Article V.- Reference to the Chambre and periods of time for filing of submissions

The Chambre becomes seized of an arbitration by a request for arbitration made by registered letter with advice of receipt, or by e-mail confirmed by postal letter, explaining briefly the purpose of the arbitration and identifying the defendant(s). The receipt of such a request by the Chambre validly interrupts any limitation period provided for by law or by the contract.

Such a request must be accompanied by a statement of the claimant's case,

in as many copies as there are parties involved, plus one for the Chambre and for each of the arbitrators. If the statement does not accompany the request, it must be sent to the Secretariat of the Chambre within two months of receipt by the claimant of the letter acknowledging receipt of his request. Upon the filing of the request for arbitration, the payment on account of the deposit is due from the claimant. The amount of the actual deposit will be calculated later, and called for according to the amount of the claims. Its payment shall be made as provided for in Article XV hereunder.

The Secretariat of the Chambre (the Secretariat) shall convey to each defendant a copy of the request and of the statement, with a request to submit within two months from the date of receipt of this statement, and in the same number of copies, their statement of defence (and counterclaim if need be).

The Committee may, according to the circumstances, grant one or more extensions of the time limit for the statement of the parties, the total of such extensions not exceeding six months, and subject to the provisions of Article VI hereafter.

Article VI.- Precautionary notices

When the claimant has expressly stated that, for the time being, his request for arbitration is formulated for precautionary purposes, for a specified reason.

- From the deposit of such a request, which must be accompanied by the payment on account, must concisely state the subject of the dispute and, if possible, quantify it subject to adjustment - the Committee shall appoint a sole arbitrator who is to remain in contact with the parties and to settle any possible dispute concerning the nature and validity of the request, taking any necessary decisions contradictorily, in particular upon the necessity for a postponement of any determination or its renewal if necessary - in conformity with Article 378 of CPC;
- the defendant or defendants, who shall be immediately informed of the claim, are not required to provide their defence submissions, but may make any observations on the precautionary nature of the claim;
- in the context of the present article, the decisions of the arbitrator referred to above are not susceptible of second degree examination;
- **time for recommencing proceedings:** a precautionary request will be declared by the arbitrator as finally abandoned if the claimant shall not, within two years after the registration of the request, have appointed his arbitrator and provided his statement of case within this period, or provided to the arbitrator appointed to follow the

procedure all that might be necessary to allow that arbitrator to grant a postponement of the determination;

Where proceedings are resumed at the request of one of the parties, they shall be conducted in accordance with articles V and VII. In any case, the sole arbitrator formerly appointed shall be confirmed as sole arbitrator if the parties and the Committee so agree, or as third arbitrator appointed to preside over the Arbitration Tribunal (the Tribunal) and to conduct its debates, if the nature of the matter justifies a full tribunal. The provisions of Article VIII of the Rules and of Article 1456 of the CPC shall remain applicable.

Article VII.- Number of and methods of appointing arbitrators

1 - Disputes under the jurisdiction of the Chambre shall be settled by a sole arbitrator or by a three-member Tribunal.

2 - When the parties have agreed that the dispute be settled by a sole arbitrator, they may mutually agree upon the appointment of an arbitrator, subject to confirmation or agreement of the Committee when paragraph 4 hereunder applies.

Failing agreement between the parties on the appointment of a sole arbitrator within a period of thirty clear days from the sending by the Secretariat of the request for arbitration, the appointment of a sole arbitrator shall be made by the Committee fifteen days after the Secretariat has sent to the parties a registered letter of reminder.

If the defendant, or the plaintiff in the case of a counterclaim, fails or refuses to concur in the appointment of a sole arbitrator while the other party agrees to the appointment of a sole arbitrator, the Committee shall appoint the sole arbitrator unless it decides that three arbitrators are appropriate by reason of the importance or nature of the case (in which case paragraph 3 hereunder applies). Such appointment of a sole arbitrator shall bind both parties.

3 - If the parties have not agreed upon the appointment of a sole arbitrator, three arbitrators shall be appointed. In such case each party shall appoint an arbitrator, subject to agreement by the Committee when paragraph 4 hereunder applies.

If one party fails to do so, the Committee shall appoint an arbitrator fifteen days after the Secretariat has sent to such party a registered letter of reminder.

The Committee shall appoint the third arbitrator unless the parties have expressly agreed that the two appointed arbitrators shall designate a third arbitrator within a specified period. In such case, the appointment of the third arbitrator shall be subject to agreement by the Committee when

paragraph 4 hereunder applies. When the two arbitrators cannot agree upon the appointment of a third arbitrator within the period fixed in the agreement or allowed by the Committee, the Committee shall appoint the third arbitrator without further reminder.

4 - When the dispute involves matters of a specialised nature and an application to the Committee is made by either party to agree upon an arbitrator chosen from outside the list, the Committee has discretion to confirm or refuse its agreement without having to state the reasons therefore. In case of refusal, the applicant shall within fifteen days after the notice of refusal has been mailed (which period may be extended by the President of the Committee if necessary) choose an arbitrator from the list, failing which the Committee shall appoint the arbitrator without any further reminder.

5 - When there is more than one defendant, they must agree upon the appointment of one arbitrator only or upon the application for one arbitrator only. Failing such agreement, the arbitrator shall be appointed according to the provisions applicable when a party fails to appoint an arbitrator. Where a dispute involves more than two parties who fail to agree on how to constitute the Tribunal, the Committee shall appoint the sole arbitrator or the arbitrators.

6 - When the dispute is submitted to three arbitrators, the third arbitrator shall chair and conduct the arbitral proceedings.

7 - In the event of an arbitrator's absence, withdrawal, resignation, death or inability to act, he shall be replaced within one month by the party which appointed him or, if that party fails to replace him, by the Committee at the end of that period. In the case of a sole arbitrator, or the third arbitrator at first instance, or one of the arbitrators at second degree, he shall be replaced by the Committee within one month. The new Tribunal shall decide with the parties whether the application needs to be entirely reheard or not.

Article VIII.- Independence and recusal of arbitrators

It is up to the appointed arbitrator who has or has had ties with one of the parties or its representatives which may impair his independence, to recuse himself spontaneously. In general, he is to recuse himself if he finds himself in such a position as may reasonably lead to him being considered not to be independent of one of the parties. Likewise, he must refuse to be appointed or he must recuse himself at a later stage whenever he finds that there are influences, facts or ties which may lessen his freedom of judgement. His associates or employees must fulfil the same conditions of independence as regards the parties. In case of doubt as to his position regarding the rules of independence and incompatibility, an arbitrator who has been appointed must request the opinion of the Committee.

An arbitrator may further be objected to either by virtue of the causes stipulated in Article L.731-1 of the “Code de l'organisation judiciaire” (which appears in Article 341 of CPC¹), or if he has already given an opinion on the case, or if he is the usual lawyer or representative of one of the parties or of a company belonging to the same group as one of the parties or if he is the partner or assistant of the usual lawyer or representative of one of the parties, or of a company belonging to the same group as one of the parties.

As from the date of commencement of the arbitration proceedings as notified to the parties pursuant to Article X hereunder, the parties are allowed a period of fifteen clear days to submit in writing to the President of the Chambre any motivated request for withdrawal for the reasons given here above.

With reference to Article 1456 of the CPC, the parties are allowed the same period to make known to the Committee their motivated refusal to accept the appointment of an arbitrator who has informed them of a reason for withdrawal he has supposed exists as regards himself personally.

The Committee shall rule on such a request or refusal by a decision given in the name of the Chambre which need not be motivated. The Secretariat shall first invite the arbitrator who is the subject of the request for withdrawal or of the objection, to make known his point of view regarding the reasons for such request or refusal, within an appropriate period. In the light of the nature of such reasons, the Committee of the Chambre may also question or require to be questioned the other party and, if the case arises, the other members of the arbitration tribunal. The Committee shall then give its ruling by decision notified to the arbitrators and to the parties, on the withdrawal or refusal, on the basis of a report by one of its members after hearing the parties, their representatives, and/or the arbitrator(s), if it deems appropriate. In the case of recusal, the arbitrator shall be replaced in accordance with the provisions of Article VII-7.

Article IX.- Exemption from liability

None of the arbitrators, the Chamber, its members and the Committee shall be liable to any party whatsoever for any deed, act or omission in relation with an arbitration.

Article X.- Commencement of arbitration proceedings (time and place)

When the statements of the claimants and the defendants have been delivered to the Secretariat, the payment of the deposit has been made, the arbitrators have accepted their appointment and the Tribunal has been constituted, the Secretariat shall notify the arbitrators and the parties of the date of the commencement of the arbitration proceedings as well as the place

¹ The text of article 341 of the CPC is appended to the present Rules for the sake of convenience.

where the arbitration will be conducted.

Article XI.- Jurisdiction of the arbitrators

The arbitrator or arbitrators shall be judges of the competence of the Chambre and of whether it is validly seized of a matter; they are in particular entitled to adjudicate on the existence or the nature of the arbitration agreement or of the contract in which it may be included as well as on the limits of their jurisdiction.

Article XII.- Time limits and procedural forms - Enquiries

The parties and the arbitrators shall act with dispatch and good faith in conducting the proceedings.

The arbitrator or arbitrators are not obliged to observe within the proceedings the time limits or forms established for the law Courts. They are however bound by the guiding principles for legal proceedings at law set out in Articles 4 to 11 (paragraph 1), 13 to 21 and 23 and 23-1 of CPC (which for convenience are attached to the present Rules - at Annex 1-).

They may render any interim procedural award, order any temporary or conservatory measures as well as all preliminary measures (including the power to order the hearing of witnesses) which shall be provisionally enforceable if need be; they have the widest powers, even of their own motion, to investigate all matters capable of enabling them to appreciate and decide. They may require the parties to produce the elements of proof they hold, if necessary, subject to penalty for non-compliance in accordance with the provisions of article 1468 of CPC..

The third arbitrator shall chair the Tribunal, direct the hearings, establish the schedule of enquiries with his co-arbitrators and notify the parties thereof.

The Tribunal may delegate one or more of its members to make enquiries, after inviting the parties to take part, on condition that the arbitrator(s) thus appointed report on all such enquiries to their co-arbitrators.

Enquiries and reports are effected by the arbitrators; they may however appoint one of their members for this purpose; if an enquiry is entrusted to a member of the Tribunal, the mission is determined by an interim procedural award and the result of such a mission is communicated to the parties, who may make submissions on such result. If they think fit they may appoint one or more experts, whose conclusions will be notified to the parties. They may also appoint an assessor.

The arbitrators have the power to determine the question of verification of documents or forgeries, in accordance with the provisions of articles 287 to 294 and of article 299 of CPC .

In any case of allegation of forgery, the article 313 of CPC is applicable before the arbitrator. The time allowed for rendering the award continues to run from the date on which the allegation is determined.

Article XIII.- Powers and deliberations of arbitrators

The arbitrators shall decide on the facts and the law in relation to the matters referred to them, by a majority if necessary; they shall have power to act as “amiables compositeurs” if the parties expressly so agree.

The arbitrators shall take account of customs of the trade, and in the case of international arbitration, namely arbitration involving international trade interests, of international trade practice.

Article XIV – Arbitrators’ deliberations

When parties resort to the assistance of a lawyer or representative, and have so advised the Chambre, he may submit to the arbitrators written notes and will be heard by them if he so requests, in French unless the parties have agreed to use English. The arbitrators remain completely free however to meet when they like in the absence of lawyers or representatives and to fix the date for close of submissions and the start of arbitrators' deliberations. At the request of the arbitrators, the Secretariat shall advise the parties of the date of the close of submissions, which will be notified in the same manner when an interlocutory award is rendered. The arbitrators' deliberations are secret. The arbitrators will decide on the measures set out in articles 367 and 368 of the CPC on the joinder and severance of actions.

Article XV.- Arbitration fees and expenses - Deposit

The Secretariat shall indicate the amount of the deposit which, according to the tariff attached to the present Rules, the parties will be required to pay in equal shares to the Chambre, within thirty days following the notice fixing the amount of the deposit. If the deposit is not paid within the specified period, the Committee may rule that the claim has not been properly filed after issuing a notice of default; in such case the prescription period of the claim shall not be interrupted.

If any defendant who has delivered a statement of defence fails to pay his share of the deposit, the claimant, having been advised, shall pay the share of the defaulting defendant in order to allow the arbitral proceedings to be pursued normally.

The same shall apply in case of counterclaim when the initial claimant fails to pay his share of the deposit corresponding to the counterclaim, which will only be validly received after the payment of the total deposit.

In both of the above cases, the Committee may acknowledge that the

required deposit has not been totally paid and decide that the claim - or the counterclaim - shall not be taken into consideration.

Without having the right to oppose the benefits of division and discussion, the parties to the arbitration are jointly and severally liable to the Chambre for the totality of the arbitration fees and expenses. Consequently, should the arbitration fees and expenses not be paid within fifteen days of a formal request by the Secretariat, by the party of parties bound to bear such fees and expenses according to a decision made at first instance or at the second degree, the provisional payments made by the parties will be allocated by the Chambre towards the settlement of the said fees and expenses.

Article XVI.- Time limit for award

Awards, signed by the arbitrators and dated, are to be delivered by them to the Secretariat within six months from the date fixed by the notification provided for in article X. However the President of the Committee may decide to grant one or several extensions of three months. Their number may not exceed four. After the fourth extension the President of the Committee may grant a further one-month extension on substantiated request by the President of the Tribunal. Any further extension shall be expressly agreed by the parties or ordered by the court of competent jurisdiction following a request by one of the parties or the Tribunal.

Article XVII.- Second degree examination

1 - When the main claim which is submitted to the Chambre by the claimant exceeds 30.000 €, each party to the award, including that which failed in the first instance proceedings, may request a second degree examination of the case, if the award which is delivered has brought the case to an end. The award which is subject to a second degree examination is then considered as a draft which cannot be enforced, even provisionally.

2 - The applicant for a second degree examination shall apply to the Secretariat by registered letter to be sent within thirty days from the notification made to him of the first instance award. He shall, within the same period, deposit with the Secretariat an amount equal to the total deposit payment fixed for the first instance proceedings, calculated normally on the basis of a three arbitrators Tribunal, as provided for in article XIII here-above. However, for parties resident abroad which so request, this period for payment may be extended at the discretion of the President of the Committee. Failure to make the application and to effect payment of the deposit within the time limit allowed constitutes a dismissal of the case from the second degree examination.

A second degree application shall strictly relate to the facts examined at first instance, and shall not contain any new application unless agreed by the parties.

The Secretariat shall advise the other party or parties of any request for a second degree examination.

The time limit stipulated above may be varied where there are connections between several cases brought before the Chambre, in the following instance: when the first instance award in one of these cases, awards to a party appealed against in a second degree examination an indemnity or a compensation for an award rendered against it at first instance in another of these related cases; in such case the thirty days limit within which this party may request second degree examination of such other case shall run from the date on which notification is made to such party that it is itself the subject of a request for second degree examination. However this provision does not extend the time limit for the request for second degree examination beyond six months from notification of the award rendered at first instance in such other case.

3 - Upon receipt of a request in due form for second degree examination, a Tribunal of three arbitrators will be appointed as mentioned in Article VII, subject to the provisions for appointment of a sole arbitrator.

4 - Within thirty clear days of the receipt by the Secretariat of the second degree examination request, the applicant shall submit to the Tribunal a memorandum. After communication of this memorandum to the respondent party or parties to the second degree examination, said parties shall be allowed thirty clear days to file a memorandum in reply, including a cross-appeal if need be. The time limit for the respondent party to file its memorandum may be extended, at the most by a further period of equal length, by motivated decision of the President of the Committee. In addition, each of the parties will, if the complexity of the case requires this, have the right to exchange answers and copies in accordance with a timetable which will be fixed with the President of the Tribunal, who will fix and inform the parties of the closing date for submissions.

5 - After the memoranda have been exchanged under the above conditions and after the oral debates have taken place on the ordinary request of one of the parties, the second degree Tribunal will pronounce a final award, which will be considered to be the only award to be rendered in the case, and which will be rendered within three months of receiving the memorandum in defence.

The President of the Committee can make a motivated decision, to grant three successive three month extensions of the time limit for rendering the second degree award.

Article XVIII.- Periods of time for filing statement of claimants' case

Any first or second degree requests are considered null and void if the statement of claim or the memorandum of the plaintiff or applicant has not been received by the Secretariat within the time limits provided for in articles V and XVII above.

Article XIX.- Waiver of appeal - Application for setting aside

Arbitration awards rendered according to the present Rules cannot be appealed against irrespective of whether the arbitrators were empowered to act as “amiables compositeurs” or not.

They may be subject to an application for setting aside in the cases provided for in articles 1492 and 1520 of CPC. The application for setting aside does not confer upon the jurisdiction in which the application is made the power to pronounce judgement on the merits of the case. In case of setting aside of an award, the dispute shall be brought again before the Chambre at the request of one or other party. Such new proceedings shall be started and pursued according to the present Rules.

Article XX.- Procedure in default

When the statement of defence or the respondent's memorandum has not been received by the Secretariat within the time limits provided for in articles V and XVII, the case shall be decided by default if the claimant so agrees, effects payment of the defendant party's deposit and agrees to settle, if need be, the full arbitration fees and expenses. If the claimant fails to answer within 60 clear days after the despatch of a registered letter by the Secretariat of the Chambre, the claim shall be deemed to have been withdrawn by the claimant, and the deposit shall be refunded after deduction of the administrative expenses of the Chambre.

When a case is decided by default and if before the close of submissions a statement of defence is submitted, the arbitrators, acting on a majority decision, shall decide whether the subsequent proceedings are to be contradictory. Under no circumstances can a request for the hearing of a lawyer or counsel or any representative whatsoever of the defendant, made during the proceedings in a case being decided by default, be granted unless accompanied by a statement of defence in as many copies as provided for in article V, and the amount of the defendant's share of the deposit.

The transition from the default procedure to the contradictory procedure cannot lead to any extension of the time limits beyond those which the President of the Committee is authorized to grant by the relevant articles of the present Rules.

Any case judged contradictorily at first instance shall be considered judged contradictorily in second degree proceedings, even in the case of default of the respondent party.

Opposition is not admissible against first or second degree awards.

Article XXI.- Signature and notification of awards

Before being notified to the parties, the texts of awards shall be communicated to the Committee by the arbitrator(s). The Committee may suggest to the arbitrators any modifications of form and draw their attention to the merits.

Awards shall be signed by the arbitrators in as many originals as there are parties to which the awards will be notified, plus one in case of filing with the Courts upon request of one of the parties, and one for the records of the Chambre where it will remain.

Copies of any award, certified by the President, or failing the President, by one of the Vice-Presidents, may be issued to any person justifying an interest in it.

Article XXII.- Enforcement of awards

It is up to the parties to sue, if necessary, to enforce awards.

Article XXIII.- Publication and distribution of awards

The Chambre reserves the right to publish or diffuse the awards, after suppressing from the copy published the names of the parties and, if appropriate, of vessels.

Article XXIV.- Fast-track arbitration (Not applicable to arbitration concerning more than two parties having distinct interests)

1 - A fast-track arbitration procedure has been set up to settle disputes requiring urgent proceedings which are justified by the facts of the case, or the legitimate interests of either party. In such case the proceedings shall be conducted by a three-arbitrator Tribunal, all appointed by the Committee, at the request of both parties or of one of them, after, in either case, the Committee has acknowledged the urgency of the matter.

2 - When both parties apply for a fast-track arbitration procedure by statements evidencing the urgency and stating the merits of the case, they thereby agree to the rules of this procedure including the shortening of the period allowed under the arbitral Rules hereabove.

3 - When only one of the parties applies for a fast-track arbitration procedure by a statement evidencing the urgency and stating the merits of the case, the Committee may, after seeking the views of the opponent by the fastest possible means of communication, acknowledge and declare the urgency or refuse it, by a briefly reasoned decision which shall be final. Failure of the opponent to reply within the period granted by the Committee shall not prejudice the implementation of the fast-track procedure. In case of refusal by the Committee, the arbitration proceedings will be conducted

under the general Rules of the Chambre.

4 - Decisions to accept or not accept any application for a fast-track procedure shall be notified to the parties by registered letter.

A defendant who receives communication of a statement of claim may submit counterclaims within a period to be fixed by the Committee which shall not exceed fifteen days.

5 - The parties shall within a maximum of one month from the date of the notice stating the urgency submit and exchange written statements and relevant documents. Each party shall meanwhile pay the provisional deposit required of it.

Within the same period of one month the Tribunal of three arbitrators shall be appointed according to the provisions of article VII.

If necessary, an additional fifteen days may be granted to the parties to exchange further written statements.

6 - After the Tribunal has been appointed, the arbitrators will enter upon the reference upon receipt of all written statements and documents of the parties.

The arbitrators shall render their award within forty five days from the date when they enter upon reference. The parties shall take such measures as shall be required to attend the hearing on the date fixed by the arbitrators, which shall in no case be postponed. At the request of the Tribunal, the above time limit may be extended by an additional period of maximum fifteen days, by a briefly reasoned decision of the President of the Committee.

7 - Any party who fails to comply with the above required time-limits and provisions including payment of the deposit required by the Secretariat, shall be deemed in default and the arbitration award shall nevertheless be rendered.

In such case, the party willing to pursue the arbitration proceedings shall pay the whole required deposit in the place of the defaulting party. No award will be rendered unless such deposit has been paid.

8 - The award shall be immediately enforceable and shall not be subject to a second degree examination, unless both parties have agreed otherwise.

In the case of a second degree examination being required by mutual agreement, which shall be notified to the Secretariat within fifteen days failing which it shall be time barred, the second degree examination Tribunal, appointed by the Committee, shall render its award within forty five clear days from the time it enters upon the reference, which period

cannot be extended.

The second degree examination Tribunal shall decide on documents only and may order parties to produce further documents, as it may deem necessary.

9 - To the extent that the specific provisions of the fast-track arbitration procedure are not in conflict, reference shall be made in case of need either to the provisions of the arbitration Rules of the Chambre, or to those of CPC. This shall apply in particular to the resolution of procedural difficulties.

The basic principles of procedural law shall always be followed.

10 - Either party may challenge any one of the three arbitrators appointed in the second instance Tribunal, by letter addressed to the Secretariat within eight clear days from the date when the said party has received the notice of the appointment of the Tribunal by the Committee.

ANNEXES
TO THE ARBITRATION RULES

ANNEX N° 1

Code of civil procedure

Fundamental principles of Court proceedings

Article 4. - The subject matter of a dispute shall be determined by the respective claims of the parties.

Such claims shall be set out in the originating application and in the defence.

Notwithstanding the above, the subject matter of a dispute may be amended by incidental claims where they display a sufficient link so as to connect them with the original claim.

Article 5.- A judge must rule upon all the points at issue and only upon them.

Article 6.- In support of their claims, the parties shall be held to allege the relevant facts giving rise to them.

Article 7.- A judge shall not found his decision on the facts not at issue.

A judge may even take into consideration such facts as forming part of the oral arguments but on which the parties did not lay specific emphasis to support their contention.

Article 8.- A judge may invite the parties to provide factual explanations that he shall deem necessary in view of the resolution of the dispute.

Article 9.- It shall be incumbent on each party to prove in accordance with the law the constituent facts in view of the success of his claim.

Article 10.- A judge may exercise such powers *ex proprio motu* in the giving of such directions as shall be legally appropriate.

Article 11.- Parties shall be held to assist in the implementation of directions, save that the judge may draw such conclusions from the abstention or refusal of a party in relation to the same.

Article 12.- The judge must give or restore their proper legal definitions to the disputed facts and deeds notwithstanding the denominations given by the parties. However, he may not change the denomination or legal ground where the parties, pursuant to an express agreement and in the exercise of

such rights that they may freely exercise, have bound him by legal definitions and legal arguments to which they intend to restrict the debate.

Article 13.- A judge may invite the parties to proffer such submission on points of law which he shall deem necessary for the resolution of the dispute.

Article 14.- No party may have a determination entered against him without having been heard or called.

Article 15.- The parties shall be held to make known in due time to each other the set of facts giving rise to their claim, the items of evidence they shall produce and points of law they shall rely upon so that each of them shall be in a position to prepare his case.

Article 16.- A judge shall, at any event, cause to comply, and shall himself comply, with the adversary principle.

He may not, in his decision, take into consideration issues, explanations and exhibits relied upon or produced by the parties save where the parties had an opportunity to consider them in an adversarial manner.

He shall not found his decision on points of law which he has raised ex proprio motu without having first invited the parties to comment thereon.

Article 17.- Where the law shall allow or where the circumstances shall necessitate that a direction be given without informing a party, the latter shall have an appropriate right of review where he is aggrieved by a decision pursuant to the same.

Article 18.- A party may plead his cause himself subject to circumstances where representation shall be mandatory.

Article 19.- A party shall choose freely his representative either to represent him or to assist him in accordance with the law or its directives.

Article 20.- A judge may hear the parties themselves at any time.

Article 21.- It shall be part of the duties of the judge to conciliate the parties.

Article 23.- A judge is not bound to request a translator when he is familiar with the language used by the parties.

Article 23-1.- If one of the parties is deaf, the judge will appoint, in order to assist him, by an order not subject to appeal, an interpreter of sign language or completed spoken language, or any qualified person mastering a language or a method allowing communicating with the deaf person. The judge may also resort to any technical device allowing communicating with such party.

However, the preceding sub-article will not apply if the deaf party appears (before the court) assisted by a person of his choosing capable of ensuring the communication with him.

Recusal

Article 341.- The recusal of a judge shall be permissible only for causes provided by the law.

As it is provided under Article L.731-1 of the Code of Judicial Organisation, and save where there exist special provisions for certain courts, the recusal of a judge may be requested:

1° Where he himself or his spouse has a personal interest in the dispute;

2° Where he himself or his spouse is the creditor, debtor, presumed heir or donee of one of the parties;

3° Where he himself or his spouse is related by blood or marriage with one of the parties or his or her spouse up to the fourth degree of kinship inclusive;

4° Where there have been or have proceedings between himself or his spouse and with one of the parties or his or her spouse;

5° Where he has, previously, had knowledge of the matter in the capacity of a judge or arbitrator or where he has counselled one of the parties;

6° Where the judge or his spouse is entrusted of the administration of the property of one of the parties;

7° Where there exists a link of subordination between the judge or his spouse and one of the parties or his or her spouse;

8° Where there has been a notorious friendship or enmity between the judge and one of the parties;

The Public Prosecutor, as a joined party may be challenged on the same grounds.