



**CHAMBRE ARBITRALE
INTERNATIONALE DE PARIS**

Rules of Arbitration

(in force as of 1st September 2015)

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INTERNATIONAL ARBITRATION CHAMBER OF PARIS

RULES OF ARBITRATION

(in force as of 1st September 2015)

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INTRODUCTORY PROVISIONS

Article 1:

1.1 The International Arbitration Chamber of Paris administers arbitration between the parties in dispute by forming an Arbitral Tribunal specific to each case referred to it. Only the International Arbitration Chamber of Paris is authorized to administer arbitration under these Rules of Arbitration. It is assisted by a Secretariat which manages arbitrations under its aegis, under the direction of its Secretary General.

1.2 The International Arbitration Chamber of Paris provides settlement of disputes either through arbitration proceedings administered by it, or amicably, or through mediation, in accordance with these Rules of Arbitration and its Rules of Mediation.

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

1.4 The International Arbitration Chamber of Paris can also provide services of administration of arbitrations which are not subject to these Rules. In this event, it belongs to arbitrators or parties whose intends to make use of its service to determine with the International Arbitration Chamber of Paris the performance to accomplish.

1.5 Arbitrations are held in the premises of the International Arbitration Chamber of Paris, unless express derogation, requested to the Arbitral Tribunal by a party.

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

1.7 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.

1.8 The foregoing provisions also apply to disputes referred by the State courts 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 designated to replace him and only for the duration of such impediment.

REFERRAL TO THE INTERNATIONAL ARBITRATION CHAMBER OF PARIS

Article 3:

3.1 When parties agree to settle their dispute through arbitration of the International Arbitration Chamber of Paris, they shall be deemed to have accepted without reserve all of the provisions of these Rules and abide by their application, unless any provisions to the contrary are expressly agreed.

3.2 The present edition of the Rules of the International Arbitration Chamber of Paris is applicable as of the 1st of September 2015 for all proceedings introduced as of this date, unless agreed otherwise by the parties.

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

3.4 The first act of referral of the International Arbitration Chamber of Paris for any of the procedures provided for herein shall constitute the application instigating proceedings and shall interrupt the limitation periods and extinctive time-limits.

3.5 The claimant shall choose the arbitration procedure to be applied to the case amongst the procedures provided for under the present Rules and the Annexes. The International Arbitration Chamber of Paris cannot be held liable for any consequences resulting from such a choice.

Regarding the recovery of claims which are certain, of a fixed amount and due, the parties may request application of the Accelerated Procedure for Resolving Disputes by Arbitration procedure (*P.A.R.A.D.*) as described in Appendix 1.

Regarding disputes for limited amount, except in the case of contrary opinion raised by one of the parties, the provisions applicable are those of the Rapid Arbitration Procedure (*P.A.R.*) as described in Appendix 2.

The parties can adopt the dematerialized procedure as described in Annex II of these Rules

3.6 When the parties adopt the specific procedure provisions of a professional sector providing administration of the arbitration by the International Arbitration Chamber of Paris, they agree that the provisions of these Rules non contrary to such specific rules remain applicable.

Article 4:

4.1 At any time, 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, either under a preliminary mediation clause designating the International Arbitration Chamber of Paris or its Rules of Mediation, or once the dispute has arisen.

4.2 On the initiative of a party, the Chairman of the International Arbitration Chamber of Paris can suggest that mediation is an option.

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 procedure is instigated.

If so, the arbitration proceedings are suspended throughout the duration of the mediation procedure.

In the event that the arbitration proceedings are ongoing, proceedings resume if the mediation fails. The Secretariat of the International Arbitration Chamber of Paris shall inform the parties of the resumption of the arbitration proceedings.

Where a party refuses to use the mediation procedure, 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.

SECTION I: PROVISIONS APPLICABLE TO ALL 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 submission agreement designating the International Arbitration Chamber of Paris.

The parties may agree to refer a matter to arbitration and appoint the International Arbitration Chamber of Paris even where proceedings is already ongoing before a State court.

A mediation procedure may be used in accordance with Article 4 of these Rules.

The arbitration submission agreement or the application for arbitration shall contain the names and addresses of the parties and of their counsels, a summary of the main facts of the dispute, the statement of the relief with the amount of any claim and, as far as possible, the arbitration agreement.

When the International Arbitration Chamber of Paris is seized, 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, it 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 case file no less than eight days prior to the date of the hearing notified to the defendant. All communication after this date may, if contested, be declared belated and be rejected by the Arbitral Tribunal.

Subject to the Arbitral Tribunal's assessment of the admissibility or late filing thereof, any counterclaim shall be filed no less than 15 days prior to the date set for the First Degree hearing or at the latest, within 15 days of the transfer of the case file to the Second Degree Arbitral Tribunal. Its acceptance is dependent on payment of the arbitration fees according to articles 55 and 57.

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

The applicant for Second Degree proceedings shall submit his case file to the Secretariat within one month after depositing the costs, the case file of the other party having to be submitted no later than the eighth day preceding the date of the hearing.

Upon a motivated request to do so, the time limit of one month provided for by the preceding paragraph may be exceptionally extended by the Chairman of the Arbitral Tribunal who may then decide to postpone the hearing to a later date.

Article 7:

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

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

For 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, if appropriate, be validated for the Second Degree proceedings by the relevant party(ies).

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

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

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

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

If samples are submitted by the parties, they must arrive at the Secretariat of the International Arbitration 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 or the withdrawal of the application for arbitration. 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 of Arbitrators who are either designated 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 List of Arbitrators drawn up according to the provisions of Article 11 herein.

The parties have the right to appoint an Arbitrator that is not on the list established by the International Arbitration Chamber of Paris on the condition that the Arbitrator meets the requirements provided 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 modalities of their appointment, the Arbitrators commit to act as independent and impartial judges. In no event whatsoever may they act or intervene as representatives of any of the parties.

Article 10:

Before acceptance of their mandate, Arbitrators shall disclose to the parties and to the International Arbitration Chamber of Paris any fact or circumstance that may be of such nature as 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 that may be of such nature as 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 Arbitrators are listed in an indicative list established by the International Arbitration Chamber of Paris and classified under specialized sections.

Article 12:

Notwithstanding Article 8, when the nature of the dispute is such as to require it, the Chairman of the International Arbitration Chamber of Paris may, in order to constitute an Arbitral Tribunal, appoint any person not included on the List established by the Chamber, on the condition that this said person satisfies the requirements laid down in Article 9 and 10.

Article 13:

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

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

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

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

The Chairman of the International Arbitration Chamber of Paris pronounces on the challenge. The reasons of its decision are not communicated.

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

Article 14:

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

Failing such an appointment, this arbitrator is replaced by the Chairman of the International Arbitration Chamber of Paris.

The proceedings shall then resume. However, in the event that an Arbitrator is replaced, the oral debates must start again from the beginning in the presence of the newly appointed Arbitrator(s).

Article 15:

The Chairman of the International Arbitration Chamber of Paris shall abstain from any mandate 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.

CONSTITUTION OF THE ARBITRAL TRIBUNAL

Article 16:

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

1°) For arbitration proceedings against one single defendant, the claimant has the right to nominate an Arbitrator within 15 days from its application for arbitration or the arbitration submission 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 confirms 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 or has not requested an extension of this time-limit, the Chairman of the International Arbitration Chamber of Paris shall appoint an arbitrator *ex officio*.

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

2°) If more than two parties are concerned, the Chairman of the International Arbitration of Paris shall appoint all the members of the Arbitral Tribunal, unless the parties agree on others modalities of appointment.

3°) In the event that the parties have agreed on a sole arbitrator, they shall appoint him within one month from the application for arbitration. In the absence of such an agreement, the sole Arbitrator is appointed by the Chairman of the International Arbitration Chamber of Paris.

JURISDICTION OF THE TRIBUNAL

Article 17:

Once constituted, the Arbitral Tribunal shall be in each case the judge of its jurisdiction.

To be admissible, an objection that the Arbitral Tribunal lacks jurisdiction must be raised by the relevant party prior to any defense on the merits.

POWERS AND PROCEDURE

Article 18:

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

When the arbitration is domestic, the Arbitral Tribunals constituted by the International Arbitration Chamber of Paris are under no obligation during proceedings to abide by the procedure, time limits or formalities governing court proceedings. However, the fundamental principles governing court 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 (*Code de Procédure Civile*) apply to arbitration proceedings.

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

If during ongoing proceedings before an Arbitral Tribunal, the parties agree to change the nature of their request from a mission to rule according to law to a mission to rule in amiable composition, a formal record established at the hearing and signed by the parties and the arbitrators shall notice it.

Article 19:

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

TRANSFER OF THE CASE FILE TO THE ARBITRAL TRIBUNAL

Article 20:

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 in order to establish a procedural timetable and the Terms of reference, a document defining the mission of the Arbitral Tribunal established together with the parties and their legal advisers, if any.

Depending on the circumstances, the Arbitral Tribunal may decide that this preliminary hearing will hold by teleconference.

This hearing shall take place at least 15 days after the sending of a summons to the parties, unless otherwise provided by these Rules.

The Terms of reference and the procedural timetable are signed by the parties and by the arbitrators. In the event that one of the parties fails to sign, the Terms of reference and the procedural timetable are submitted to the Chairman of the International Arbitration Chamber of Paris. The Chairman's signature shall have the same effect as if all the parties had signed.

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

Taking into account the particularities of the dispute and unless otherwise agreed by all the parties, the Arbitral Tribunal can always decide, through the Secretariat, that it is not necessary to establish 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. In the absence of Terms of reference, the parties are presumed to have approved the constitution 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 within which the Arbitral Tribunal must render its award is normally six months from the date on which the last Arbitrator accepted his mandate, subject to provisions and time-limit extensions agreed in the Terms of reference or in the procedural timetable.

The procedural timetable shall, as far as possible, taking into account this time limit of six months.

At the request of an Arbitrator or a party, or on his own initiative, the Chairman of the International Arbitration Chamber of Paris may, where he deems it necessary, extend the Arbitrators' mandate for a period he determines. 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:

- European Union countries, Swiss Confederation 4 days
- Other countries 1 month

However, the extensions described above shall not apply to the time limit of 8 days governing the cases covered in Articles 6 (first and fourth 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 French Code of Civil Procedure (*Code de Procédure Civile*).

When a time-limit is expressed in days, the day of the notification from which the time-limit concerned start from 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 time-barred when neither party has accomplished any diligence for a two-year period. This time-limitation may be pronounced *ex officio* by the Chairman of the International Arbitration Chamber of Paris after a reminder to parties made by registered letter has given no result within one month. In case of time-limitation, all advance deposits shall become the property of the International Arbitration Chamber of Paris.

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

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

At the request of a party, and taking into account the circumstances of the case and the arbitration procedure used, the Arbitral Tribunal may nevertheless decide to accept the production, without 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 authorised representative. Lawyers must produce a special power of attorney to represent a party to the arbitration.

Article 27:

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

However, the Arbitral Tribunal shall continue to invite the defaulting defendant to take part in the arbitration at each stage of the procedure, in accordance with the adversarial principle.

HOLDING AND CONDUCT 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 arbitrations. However, in exceptional circumstances, the Arbitral Tribunal may hold any hearing elsewhere, in particular if it decides 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 are contradictory and are not open to persons not involved in the proceeding, except where the Arbitrators decide otherwise with the agreement of the parties. In this case, they shall be reminded of their duty of discretion with which they are required to conform. During the debates and the private sitting, the Arbitral Tribunal shall be assisted by a Secretary of hearing, appointed by the Chairman of the International Arbitration Chamber 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 debates closed and the private sitting open. From this time no further statement or evidence may be brought before the Tribunal. Similarly, no observation may be made and no documents produced, unless the Chairman of the Arbitral Tribunal so orders, duly notifying the parties in this event.

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

WAIVER OF RIGHT TO OBJECT

Article 29:

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

FACT-FINDING PROCESS

Article 30:

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

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

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

The Tribunals may finally decide on any kind of consultation.

Article 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 (*Code de Procédure civile*), bring proceedings against the said third party before the Presiding Judge (*Président*) du *Tribunal de Grande Instance de Paris* seeking an order for the issuance of an official copy or the communication of the document.

INTERIM OR CONSERVATORY MEASURES

Article 32:

The Arbitral Tribunal may order to the parties any conservatory or interim measure it deems appropriate.

At the request of the parties, the Arbitral Tribunal can pronounce through an award.

Article 33:

Before the constitution of the Arbitral Tribunal, the existence of an arbitration agreement nominating the International Arbitration Chamber of Paris does not prevent a party from applying to a State court for investigation procedures or an interim or conservatory measure.

STAY OF ARBITRAL PROCEEDINGS

Article 34:

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

POSTPONEMENT OF HEARINGS

Article 35:

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

Such a request for postponement must be filed at least eight (8) days before the date set for the hearing, excepted for specific cases which the Arbitral tribunal shall appreciate.

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

Article 36:

If the resolution of a dispute is unduly delayed by one of the parties, causing a postponement of the hearing, the costs incurred for examination of the case at a further hearing of the Arbitral Tribunal may be charged to the party having caused the postponement and equal to one third of the standard arbitration fee.

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

A W A R D

Article 37:

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

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

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

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

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

A W A R D B Y C O N S E N T

Article 38:

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

E N F O R C E M E N T O F A W A R D S

Article 39:

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

In the absence of voluntary enforcement, it belongs to the parties to obtain execution of awards.

R E C O U R S E S

Article 40:

The awards issued under the auspices of the International Arbitration Chamber of Paris are not subject to appeal.

Article 41:

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

The parties waive their right to see the Court of appeal rule on the merits of the case in the event that the relevant arbitration award is set aside.

RIGHT OF PARTIES TO WAIVE AN ACTION TO SET ASIDE THE AWARD

Article 42:

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

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

In this case, 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 and seq. of the French Code of Civil Procedure.

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

FIRST DEGREE ARBITRAL TRIBUNAL

Article 43:

Dispute is brought before an Arbitral Tribunal referred to as the "First Degree" Arbitral Tribunal formed 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 resolve the dispute by issuing a provisional award by majority decision.

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

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

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

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

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 by mutual agreement between the parties, nor received a written request for Second Degree proceedings, the provisional award shall become the final award on receipt of a simple request of one of the parties, and notice thereof shall be sent to the parties concerned.

Withdrawal of a request to institute Second Degree proceedings by one party or the failure of said party to satisfy the requirements of Article 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.

SECOND DEGREE ARBITRAL TRIBUNAL

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, the 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 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.

A W A R D

Article 48:

The provisional award of a First Degree Arbitral Tribunal shall become null and void once the formalities for a Second Degree arbitration 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 initiated the proceedings.

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

Article 49:

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

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

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

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 non-refundable fees amounting to two times the fixed part of the first bracket of the Scale of fees and deductible from the advance deposit mentioned in article 52, paragraph 3.

The Chairman of the International Arbitration Chamber of Paris decides at the earliest, if such a procedure is to be implemented. The reasons of its decision are not communicated.

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

If the application for urgent procedure is granted, the Arbitral Tribunal shall be formed of three Arbitrators nominated or appointed as provided in article 16 of these Rules, unless the parties have agreed to nominate a sole arbitrator. In these case, the sole arbitrator is appointed by the Chairman of the International Arbitration Chamber of Paris.

The arbitration proceedings shall take place as promptly as possible and the Chairman of the Arbitral Tribunal shall set, notwithstanding all other provisions herein, the time limits governing the formalities of arbitration and in particular those governing the filing at the Secretariat of evidences, documents, submissions and statements by the parties.

The Arbitral Tribunal can rule on the only basis of the documentary evidence produced, without summon parties at a hearing, if the parties request it or agree on it.

Article 51:

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

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

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

Article 52:

The Arbitral Tribunal ruling in Urgent arbitration procedure renders a decision on the basis of a simple majority. Original awards shall be signed by all the Arbitrators, except where a minority refuse to so sign, such refusal being recorded, and by the Secretary of hearing.

An original of the award is sent to each party and/or its legal advisers, and to each Arbitrator by the International Arbitration Chamber of Paris.

The award rendered by this Arbitral Tribunal is final. The two-tier arbitration proceedings is incompatible with the Urgent procedure.

The arbitration fees for urgent arbitration proceedings shall be one and a half times the fees charged for administrative costs under the standard procedure, plus the Arbitrator's fees without surcharge.

Article 53:

Before the constitution of the Arbitral Tribunal, one or the other party can request the application of the urgent procedure only in order to obtain that the Tribunal rules on an interim or warranty measure (as for the *référé judiciaire* before the French Court of Law).

In this case, the Arbitral Tribunal is constituted of a sole Arbitrator nominated by the Chairman of the International Arbitration Chamber of Paris.

In this case, the arbitration fees shall be two times the first bracket of the Scale of fees.

This sole Arbitrator shall not sit or subsequently be called to sit on 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 same dispute.

The Order rendered by the Sole Arbitrator will rule only on the interim measure or guarantee requested. It shall not rule on the merits of the case or prejudge the later decision.

Article 54:

The above provisions for Arbitral Tribunals ruling in Urgent arbitration procedure shall not preclude application of Article 14 of these Rules regarding the replacement of impeded Arbitrators.

SECTION IV: COSTS AND FEES

Article 55:

At the beginning of each calendar year, the fees of any kind are set by the Chairman of the International Arbitration Chamber of Paris after deliberation of the Administrative Council, in particular, the scale of the advance arbitration fees. This scale is available at the Secretariat of the International Arbitration Chamber of Paris.

For the single-tier and two-tier standard procedures and for the urgent arbitration procedure, 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 the at Second Degree arbitration proceedings 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 shall be subject to payment of the scale of arbitration fees without surcharge.

If the scale of fees is not established at the beginning of the calendar year, the scale in force during the preceding year shall be simply and automatically carried forward to the new calendar year.

Article 56:

Unless otherwise decided by an Arbitral Tribunal, all costs shall be borne by the losing party.

Article 57:

The parties shall pay in advance the arbitration costs claimed, by referring to the costs scale and corresponding to the procedure chosen. The eventual travel fees of appointed arbitrators are subject to subsequent reimbursement.

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 the latter 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 deemed withdrawn and the parties shall be informed accordingly.

If the claimant withdraws before any writ of summons, the advance deposit shall be refunded 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 the writ of summons issued, even if, after this, a withdrawal occurs or if the parties agree on or obtain implementation of measures which may put an end to arbitration.

SECTION V: MISCELLANEOUS PROVISIONS

Article 58:

Where a party claims a right to a set-off regarding any claim, this one shall be taken into account for the calculation of the arbitration costs in the same way as a separate claim, in the event that said request may require the Arbitral Tribunal to consider additional questions.

Article 59:

These Rules shall apply to any arbitration clause or arbitration agreement or request for arbitration which designates the Arbitration Chamber of Paris, former name of the International Arbitration Chamber of Paris.

Article 60:

Any case referred by State court decision for opinion or conciliation before 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 drafted by the Chairman of the Panel, signed by its members and deposited at the registry (*Greffe*) of court which 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 61:

The first degree provisional award or final award withdraws the arbitrators of the Arbitral Tribunal.

Nevertheless, the Arbitral Tribunal may, of its own initiative or at the request of one of the parties, interpret the award or provisional award, correct clerical errors or omissions which may affect it and complete it when he has failed to rule upon a claim, in accordance with Articles 461 to 463 of the French Code of Civil Procedure.

Article 62:

In any case, the Arbitrators, the International Arbitration Chamber of Paris or its General Secretariat, shall be liable for any facts, acts or omissions relating to an arbitration, except in the event of gross negligence equivalent to an intentional fault (*dol*).

Paris, on 1st September 2015

ANNEXE I

“P.A.R.A.D.” PROCEDURE RULES

ACCELERATED PROCEDURE FOR RESOLVING DISPUTES BY ARBITRATION

(in application of article 3.5 paragraph 2 of the rules of arbitration of the International Arbitration Chamber of Paris)

(in force as of 1st September 2015)

Article 3.A – PRELIMINARY

The *P.A.R.A.D.* procedure is an adversarial, fast and simplified arbitration procedure in order to facilitate and accelerate the recovery of limited money claims which are certain, of a fixed amount 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 recovery 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 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 – REQUEST FOR ARBITRATION

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

It is recommended that the request for arbitration be accompanied by the sum required for the organization of 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 dispatched 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. If the parties agree thereto, the Arbitral Tribunal may decide the dispute on the basis of documents only.

The defendant is also informed of the name of the arbitrator constituting the 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 filed within 5 days from the notification of the request for arbitration. After this time limit has elapsed, the Secretariat shall invite the counterclaimant to file 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 request for arbitration 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 related matter to those discussed under the *P.A.R.A.D.* procedure would be raised.

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

Article 3.D - DEPOSIT OF DOCUMENTS

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 3.B. In this case, the defendant to the counterclaim (the original claimant) may submit a file in response to the counterclaim up to the date that the Arbitral Tribunal examines the case.

The defendant is invited to deposit his 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 communicated, the request appears to the Arbitral Tribunal as being partially or totally substantiated, the Tribunal shall render an award ordering payment of the money claim for the amount retained.

If the request appears to be unsubstantiated or if the debate or the materials produced reveal that a further investigation of the case's is necessary, the Arbitral Tribunal shall partially or totally dismiss the payment claim and eventually invite the claimant to refer it to the International Arbitration Chamber of Paris under the ordinary proceedings provided in its Rules. In this case, it belongs to one of the parties to file a request for arbitration before the Secretariat of the International Arbitration Chamber of Paris, such an arbitration request ranking on the day of its registration.

The award, after communication to the parties, is definitive.

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 record of acceptance to sit.

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 if he deems it necessary.

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 fixed part of the bracket corresponding to the amount of the litigious claim in the Scale of fees of the International Arbitration Chamber of Paris in force on the date of the request for arbitration.

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 if the claimant withdraws the claim for any reason whatsoever.

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

ANNEXE II

"P.A.R." PROCEDURE RULES

RAPID ARBITRATION PROCEDURE

(in application of article 3.5 paragraph 3 of the rules of arbitration of the International Arbitration Chamber of Paris)

(in force as of 1st September 2015)

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 25.000 euros or the equivalent in another currency as of the date of the arbitration claim (excluding arbitration fees).

This procedure completes the Rules of Arbitration of the International Arbitration Chamber 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 – REQUEST FOR ARBITRATION

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

Every claim shall be accompanied by the sum required for arranging the *P.A.R.* procedure in accordance with the provisions of the article 3.G.

The arbitration claim must contain:

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

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

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

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

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

Article 3.C - CONSTITUTION OF THE ARBITRAL TRIBUNAL

The request for arbitration 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, can request at any time to the Chairman of the International Arbitration Chamber of Paris that the Arbitral Tribunal

be composed of a three 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. In the absence of appointment of a party, the Chairman appoint himself an arbitrator on behalf of the party.

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

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

Article 3.D – EXAMINATION OF THE CASE

Unless contrary decision of the Arbitral Tribunal, it rules 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 3.B. In this case, the defendant to the counterclaim (the original claimant) may submit a file in response to the counterclaim up to the date that the Arbitral Tribunal examines the case.

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

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

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

Article 3.E - AWARD

The Arbitral Tribunal shall rule definitively on the dispute and in *amiable composition* 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 record of acceptance to sit.

The request of the sole arbitrator to rule in an Arbitral Tribunal composed of three arbitrators, provided for under article 3.C. para.2, shall 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 to sit by the Arbitral Tribunal composed of three 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 fixed part of the bracket corresponding to the amount of the litigious claim in the Scale of fees of the International Arbitration Chamber of Paris in force on the date of the request for arbitration.

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 if the claimant withdraws the claim for any reason whatsoever.

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

ANNEXE III

RULES OF DEMATERIALIZED PROCEDURE

(in application of article 3.5 paragraph 3 of the rules of arbitration of the International Arbitration Chamber of Paris)

(in force as of 1st September 2015)

Article 1.

The dematerialized arbitration procedure completes the Rules of the International Arbitration Chamber of Paris and the Appendix I, and the provisions thereof remain applicable unless contrary to the present rules.

The dematerialized procedure can be implemented by the claimant at the time of the request for arbitration, according to Article 3.5 of these Rules.

Article 2.

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

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

Article 3.

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

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

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

Article 4.

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

APPENDIX IV

RULES OF PROCEDURE
“FLAIR” URGENT PROCEDURE

(in force as of 1st September 2015)

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 fixed part of the first bracket of the Scale of arbitration fees.

If the special urgent procedure is applied, an Arbitral Tribunal shall be formed of three 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 if the claimant files the exhibits, documents, statements or submissions in support of his claim, as a result of which it is ready to be judged. Also, the arbitration fees relating to the hearing which are set at one and a half times the fees the administrative costs that would have been paid for a First Degree proceedings or single-tier proceedings, plus the fees, unchanged and without surcharge, of the Arbitrators, have to be paid.

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

The mission of the Arbitrators shall last only three months from the date of the formal record of acceptance to sit, but by delegation of the parties in pursuance of the implementation of the Rules herein and on his own initiative, the Chairman of the International Arbitration Chamber of Paris may extend this time-limit by three months. These time extensions may 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 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 Arbitration, whereof both Parties declare to be cognizant and which they hereby accept".

STANDARD ARBITRATION SUBMISSION AGREEMENT

Between the undersigned:

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

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

The following has been set forth as preliminary:

(Expose 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 cognizant 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.