There are no translations available.

Consolidated Rules 2018 (pdf link) The founder of the JSM Permanent Court of Arbitration under auspices of the E2E-Institute for International Commercial Arbitration , with its registered office at Tallerova 2/4, 81102 Bratislava- Staré Mesto , Slovak Republic , reg. number: 457 459 86, publishes

Rules of procedure of the JSM E2E PCA

Consolidated version effective from 1.1.2018

Art. I

Establishment and status of JSM E2E PCA

(1) Permanent Court of Arbitration JSM at E2E (the "JSM E2E PCA") is established as a permanent arbitration institution (permanent arbitral body) according to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards association of legal entities E2E E2E-Institute for International Commercial Arbitration , registered office at Tallerova 2/4, 81102 Bratislava- Staré Mesto , 811 02 Bratislava, Slovak rep. E2E-Institute for International Commercial Arbitration Republic, reg. No .: OU-BA-OVVS1-2015 / 029680, IČO: 45745986.

(2) The permanent venue of the JSM E2E PCA is Zurich , Switzerland.

(3) The Founder fulfills the following functions in relation to the JSM ESE PCA through its Board of Directors and the Director :

a) adopt the Statute and Rules of Procedure,

b) manages the cost-effectiveness of the JSM E2E PCA,

c) ensure the promotion of the activities of the JSM E2E PCA and the implementation of the arbitration clauses and rules of the JSM E2E PCA

(d) take decisions in organizational matters to the extent specified in these rules.

Art. II

Exercise support functions and provide assistance in arbitration

(1) JSM E2E PCA conduct on the basis of the agreement the parties or the request of arbitrator or parties , administrative support functions in arbitration proceedings before ad hoc arbitration tribunals using these Rules, and based on agreement of the parties fulfil function of the appointing authority under legal regulation of arbitration in the sense of the applicable law, the function of the appointing authority under the UNCITRAL Arbitration Rules, or other rules chosen by the parties .

(2) In carrying out support functions and providing cooperation, the JSM E2E PCA, its arbitrators or the tribunal shall not be bound by the limitation of arbitrability, in particular the JSM E2E PCA may perform the support functions or the function of the selected person in damages proceedings against damage caused by government agencies or contracts and investment protection legislation offer potential participants the conclusion of an arbitration agreement under UNCITRAL rules .

Art. III

Effects of the Arbitration Agreement on the Relationship between the Participants and the SRS JSM

(1) The arbitration agreement by which the parties established the jurisdiction of the JSM E2E PCA shall also establish a binding relationship between these parties and the founder of the Permanent Arbitration Court.

(2) The content of the obligation relationship is the obligation of the founder of JSM E2E PCA to create and maintain conditions for independent and impartial Order of disputes by the permanent arbitration tribunal. It also contains an obligation to compensate for damages caused by improper court action, which the parties limit by agreement to € 100 per action. The object of the contracting parties as parties to the proceedings is to comply with the rules of the proceedings and to fulfil the obligations incurred by the parties in the course of the proceedings or in a causal connection with the proceedings.

(3) The parties to an arbitration agreement (clause) by submitting the jurisdiction of the JSM E2E PCA recognize the exclusive jurisdiction of the court to hear and decide a dispute between a party (a party) and the founder of that permanent arbitration court. all disputes established by an arbitration clause, that is to say in disputes concerning any mutual claims, claims, obligations, damages or the issue of unjust enrichment, if they arose as a result of the actions of a party and the founder in arbitration.

(4) An alternative arbitration agreement (clause) has the same effect, even if the substitution of the permanent arbitration tribunal extends to any permanent arbitration tribunal (indefinite clause), if the party filed the claim with the JSM E2E PCA , or under the European Convention on Commercial Arbitration or other multilateral or bilateral international treaties.

(5) The provisions of paragraph. 1) -4) shall also apply mutatis mutandis to ad hoc tribunal proceedings if the arbitration clause refers to the application of the rules of procedure before the JSM E2E PCA.

Art. IV

Organization of JSM E2E PCA

1) The bodies of JSM E2E PCA are

(a) the Governing Board of the Institute

(b) The Director of the Institute

(c) arbitrators;

2. Unless otherwise agreed by the Parties, the Director of the Institute shall have exclusive competence:

(a) to decide on objections to the exclusion of arbitrators and other persons involved in the Tribunal's acts;

b) Decide on complaints for delays and take measures to eliminate and prevent delays.

3) The Board of Directors and the Director shall not, in principle, intervene in individual proceedings and shall have neither the right nor the authority to give instructions to arbitrators or other persons involved in the proceedings, except for decisions and measures pursuant to para. 2).

4) The Secretariat is the administrative body of the JSM E2E PCA. The Secretariat is organized and directed by the Secretary. The Secretariat provides administrative services to the court's decision-making bodies, and administers the website, e-mails and e-mail offices of JSM E2E PCA.

5) The Secretary shall be appointed by the Director on the proposal of the Board of Directors. Where the Secretary or Deputy Secretary is excluded or not appointed, or the circumstances of the case so require, the arbitrator or tribunal may appoint a rapporteur or assistant for the individual proceedings. In the event that the Secretary or Deputy Secretary is excluded or not appointed, the Director may arrange for acts pursuant to par. 4) alone.

6) The Secretariat maintains the registers of JSM E2E PCA, ensures the circulation and removal of files, as well as written, electronic, telephone and personal contact with the parties to the proceedings.

Art.V

Confidentiality of arbitrators and judicial persons

(1) The arbitrator, the Secretary and any other judicial person shall be bound by the obligation of secrecy to protect the interests of the participant and to protect the confidentiality and non-publicity of the proceedings.

(2) The Director may release the obliged person of confidentiality only to the extent that the confidentiality is not provided for the protection of the participant's interests with the unanimous consent of the Board of Directors.

(3) In matters other than those referred to in para. 2, no person other than that party to whose proceedings confidentiality is prescribed shall be obliged to divulge the obliged person from confidentiality .

Art. VI

Rules of the proceedings before the Permanent Court of Arbitration

§1

Basic rules of procedure

(1) The rules of procedure set out how the provisions of which will not depart (mandatory) in the legal system, chosen by the parties, shall take precedence over the provisions of this order.

(2) If the parties have not chosen the law applicable to the proceedings, the rules of procedure contained therein shall prevail over the provisions on the rules of arbitration under the law applicable to the proceedings.

(3) The proceedings before the Permanent Court of Arbitration shall be:

(a) concentrated,

(b) non-public;

(c) confidential,

d) documentary,

(e) informal.

§ 1bis

Venue

(1) The place of proceedings shall be the place agreed by the parties at the latest before the commencement of the proceedings, if there is no such place, determine the place of the proceedings on its own initiative or at the request of a party; the arbitration court, taking into account the interests of the parties; the freedom of the parties and the application of these rules of procedure, the arbitral tribunal may also determine the venue by indicating the venue or place of issue in the final decision.

(2) If the venue is not agreed by the parties, the venue shall be Zurich , Switzerland.

(3) If the parties expressly latest before the proceedings have agreed otherwise, the venue is considered to be the place where the award was made and at the same place where the proceedings took place, the provisions of the Convention on the Recognition and Enforcement of Foreign Arbitration Judgments, regardless of where the individual procedural acts have been carried out, wherefrom and whereto the documents were served in the proceedings.

(4) The place of issue of a Order in proceedings shall in principle be the place of proceedings.

Orders on interim and protective measures, the taking of evidence, fees and penalties (procedural measures) may also be issued elsewhere, in particular to ensure compliance with the law of the place where the order is to be delivered, complied or enforced.

(5) The arbitration venue for interim and co measures are taken and the place where the interim measure is to be enforced shall be the place where the interim measure is issued as an interlocutory award. Where the measure is to be carried out in the territory of several States or legal areas, the place of action and the issue of the measure shall be the place of action determined in accordance with par. 1, and the decision is delivered as an interlocutory award.

§1 ter

Language of the proceedings

(1) If the parties agree to arbitration in the arbitration agreement or subsequently before the commencement of arbitration proceedings on the tongue, which is will be used in the arbitral proceedings shall decide

about it at the request of a party or on its own initiative the arbitrator or tribunal . Unless otherwise agreed or decided, the language of proceedings shall be the Slovak language. In international disputes, the arbitrator and the tribunal shall take into account the language of the contract, the language common to the parties and the equality of the parties; the arbitrators may at all times determine the language of the international proceedings as English.

(2) The arbitration tribunal may, at the request of a party, order that any document drawn up in another language be accompanied by an official translation into the language of the proceedings. In the absence of such a decision, the document shall be deemed to be comprehensible to all participants.

(3) Arbitral tribunal may on its own motion or at request of any party order that was to any document drawn up in a language made official translation into the language of the proceedings, if there is a document drawn up in the language of the office of the JSM E2E PCA Secretariate.

(4) The official languages of the court are the languages in which the electronic registry of the court is accessible on its website. The necessary translations of documents drawn up in the official language of the court into the language of the proceedings shall be provided by the Registry.

§ 2

Acting for the JSM E2E PCA

(1) The activities of the JSM E2E PCA shall be carried out in an arbitration by the Secretary, Arbitrator or Tribunal. JSM E2E PCA operations at E2E are always documentary.

(2) The arbitrators shall decide in arbitration by themselves or by majority vote if a three-member tribunal is established.

(3) One arbitrator shall be competent to hear and decide:

(a) unless otherwise agreed by the Parties;

(b) where one of the parties has not appointed a member of the arbitration panel in due time at the invitation of the court or the counterparty .

(4) Before the handover of the file to the arbitrator or before the appointment of an arbitrator, acts of the JSM E2E PCA shall be performed by the Secretary.

§2bis

Appointment of the arbitrator

1. (1) Forappointment of the arbitrator shall apply mutatis mutandis provisions of the applicable law governing arbitration . If parties does not agreed on appointment of arbitrator, way of appointment, or on the nomination of the appointing authority, appointing authority under Statutes of JSM E2E PCA shall appoint arbitrator. Appointment of arbitrator listed in Roll of arbitrators of JSM E2E PCA should not been particularly notified to parties. The parties and the selected person have the right to appoint another single arbitrator

2. (2) If the parties have agreed on the appointment of antribunal (panel), the plaintiff shall appoint an arbitrator at the same time as filing the petition, and the defendant within the time limit for filing the defence, but not later than the filing.
3. (3) Ifparties have agreed on the provision by a later agreement, the plaintiff is obliged to propose at least one arbitrator at the same time as filing the complaint, and the defendant within the deadline for filing a defence, but no later than 90 days from receipt of the Request for Arbitration. If the defendant does not reject the proposed arbitrator or proposes another arbitrator within the time limit, the first arbitrator proposed shall be deemed to have been established by agreement of the parties.
4. (4) If the plaintiff or defendant morewhere it is inseparable-making process and agree on

draft arbitrator for the party defendant or claimant in the case of three-member tribunal, can any of them apply for designated ie arbitrator from among candidates proposed parties from the same litigation party to the Secretary.

5. (5) If the plaintiff or defendant more entities,agree on a draft arbitrator for the party defendant or claimant in the case of the provisions of a sole arbitrator where it is inseparable process community, any of them to apply for the selection of candidates for the arbitrator from among candidates proposed by parties from the same litigation party to the Secretary.

§ 3

Participants, their actions and representation

1. (1) On the legal position of parties and intervening partakers rules of applicable procedural laws applies with following restrictions arising from spirit and principles of arbitration:
a) on the request of party, arbitration tribunal has reserved right to order intervention or joinder, approval of party is required only if partaking on the side of claimant is requested,
b) arbitration tribunal has reserved right to intermediate intervention in arbitration for persons, who have legal interest concerning the decision on dispute,
c) public prosecutor, or any other person of public law with similar function, which have right to initiate proceeding or to intervene in proceeding under respective rules of proceeding before state courts, unless they are party of arbitration agreement, has right to be intervening partaker,
d) parties and its legal representants have not right to insight case files in person, arbitration tribunal has obligation to deliver of copies of all submissions of one of parties to all other parties.
2. (2) In arbitration proceeding party may act proper, or through its attorney-at-law, legal representant or court appointed guardian. Actions of party, for which is not prescribed particular formal requirement, could be make in any form which allows capture of act and indication of person who makes the
3. (3) For proceedings where, in civil procedural law, which would govern the dispute in the absence of an arbitration clause, compulsory legal representation shall be required, the arbitration tribunal may invite a participant for whom the statutory body or an authorized employee with legal education does not act. to notify the elected legal representative within a specified period, if the court fails to do so, the court may appointlegal guardian to the party. If the arbitral tribunal does not appoint a guardian, and the party does not appoint an attorney at law, the arbitral tribunal shall treat the participant's acts as if they were written by an attorney at law

§ 4

Minutes of the arbitration proceedings

(1) The minutes of the arbitration proceedings shall be used to record an arbitration agreement written before an arbitrator, in proceedings before several arbitrators, such as minutes of voting, minutes of hearings or the taking of evidence outside the hearings.

(2) The minutes and their counterparts shall be made in such a way that no part of it can be changed without the action of the court, spaces and blank fields are marked with a security mark (dash), pages are consecutive numbered and each page must be inseparably connected with the previous one. The minutes may be corrected by a court order correcting the minutes on the basis of the parties' objections. The Order on the correction in the oral proceedings shall be drawn up as a clause of the minutes, in written proceedings the Order shall be attached to the original of the minutes.

(3) The minutes shall be signed by the sole arbitrator, presiding arbitrator or secretary.

(4) The minutes may be made in electronic form; authorized person under subsection 3 shall approve minutes by e-mail or qualified electronic signature.

§ 5

Written Notifications or Communications; Time Limits

(1) It shall be delivered to the address specified in the arbitration agreement or in connection with the arbitration clause, or a substitute statement thereof by the parties, unless the participant itself notifies the JSM E2E PCA of another address for service. Written

communication addressed to legal or natural persons registered in official public registry could be delivered on the address indicated in registry.

(2) Unless the parties have expressly ruled out this in the arbitration agreement, they may be served documents in a digitized form (digitized document) to the address specified in the agreement in connection with the contract, the Commercial Register, the Commercial Gazette, the Public Register established by the public authorities or a certified web portal or publicly accessible internet presentation, if it is explicitly identified as the along with other participant contact details on that presentation .

(3) Unless the parties have expressly excluded this in the arbitration agreement, the parties agree to consider the digitized document as delivered on the date of dispatch from the court's electronic address or before the ad hoc arbitration panel is established from the other party 's electronic address.

(4) JSM E2E PCA perform delivery directly by own couriers, or by mail. Records indicated on the report on delivery shall be deemed as right, unless otherwise is proven. Statement of claim and arbitration award shall be delivered against receipt. Delivery against receipt is admissible also at the addresses under provision of subsection (1) electronic mail including. Where delivery is performed by post mail, written notifications shall be send with order to shortened time limit for receipt to limit of seven days. The consignment shall be deemed delivered on the day of refusal of receipt and, in the case of non-acceptance at the subscriber's registered office, on the day of its return to the sender. The provisions of para. 1-3) of this Service Notice shall also apply to the service of an action and defense between the parties prior to the appointment of an arbitrator, and brevi manu acts between the parties throughout the proceedings.

(5) If the arbitral tribunal issues a ruling on service by filing with the court, the documents shall be filed by assigning them a separate registration number as the served document. Notice of the deposit of the document and the digitized document are published on the court board on the court website or cloud storage. The arbitrator may deposit documents on the cloud as well as the file for inspection.

(6) If these Rules do not specify time limit for performing of any procedural act, respective body of JSM E2E PCA has right to determine time limit. Time limit should be not prolonged. The day

of the event that determines starting date of time limit is counted within a period. Time limit shall be determined in number of days since starting day, and shall expire at the last day of period, irrelevant whether business day or official holiday or not.

(7) The time limit for submission shall be met if the party submits the submission on the last day of the time limit in the electronic registry of the court or to the electronic delivery address of the court branch or if the submission submitted for postal transport is delivered to the postal delivery address of the court branch. In a dispute with an international element, the time limit for cross-border service is respected if the submission was made by postal service at the latest on the last day of the time limit.

(8) A failure to comply with the time limit may be forgiven at the reasoned request of the participant, except for the absence of time limits for objections of jurisdiction and objections to the arbitrator.

(9) The deadline for submission is met if the participant passes filing on the last day of the period in the electronic registry branch of the court or the electronic delivery of the branch of the court, or if the administration passed the mailing transport is delivered for mailing your delivery address branch court.

§ 6

Commencing of Arbitration

(1) The arbitration proceedings shall commence upon delivery of the Request for Arbitration or application for interim relief to the postal or electronic filing office of JSM E2E PCA or delivery of

the Request for Arbitration or application for interim relief to the defendant directly by the plaintiff. Service in written and electronic form is equivalent.

(2) If the Request for Arbitration contains an electronic contact of the other party, or if the party has published its electronic contact itself, the documents of the parties are generally sent electronically. The JSM E2E PCA sets up an electronic registry on the Court's website, which includes an on-line form for filing a claim, a defense and other submissions, and forms of submissions.

(3) The Request for Arbitration delivered to the SPA SRS must contain

a) identification data of litigants and if known to the applicant of their representatives,

(b) a description of the events;

(c) an indication of the evidence which the applicant proposes to take;

(d) the legal grounds for the action, at least the indication of the legislation or, where appropriate, the principles of equity invoked by the applicant ;

(e) the remedies sought /petit/;

(f) the applicant's signature (in the case of an electronic procedure, an indication of which natural person is bringing the action);

(g) a reference to the establishment of the jurisdiction of the arbitral tribunal (registration of the contract or clause and its registration number, or to the annex referred to in paragraph 3), or a declaration of jurisdiction ;

(h) a quantification of the value of the subject-matter of the dispute or a statement that it cannot be ascertained or can only be done with disproportionate difficulty, and a calculation of the court fee.

(4) An annex to the application is a scan or copy of an arbitration agreement or clause if it is not registered in the register of arbitration agreements and clauses of the JSM E2E PCA,

(5) Request for Arbitration which does not contain the compulsory particulars pursuant to para. 2 , is deemed not to be due Request, such Request may be refused by order of secretary, otherwise secretary may ask the party of its completion, in doing so secretary is not bound by time limit.

§ 7

Procedure upon the delivery of Request

1. (1) In the case of delivery of the Request by mail, Secretary shall assign Case file number to the Request, case file number shall be lowest free number in the Registry book of settlor. In the case of delivery of Request by electronic means of communications electronic registry shall assign to the Request unique code in e-Registry.
2. (2) If the arbitralfinds an obstacle to proceedings that is removable, it shall invite the claimant to remove it within a specified period, if the obstacle is irremovable, it shall refuse the case by the procedural order. Submission of the claim on the state court, which jurisdiction is excluded by arbitration agreement is deemed not to be (lis pendens) obstacle to the proceeding.
3. (3) The arbitral tribunal,before its appointment, the secretary, shall invite the defendant to deliver a written statement of defence, within a period of at least ten days. The arbitration tribunal may, instead of calling for statement, issue procedural order to determine the schedule of proceedings.
4. (4) If the arbitralhas not been appointed before the expiry of the time limit for filing a statement of defence , the secretary shall appoint it immediately after the expiry of the time limit.

The invitation for statement shall include a notice of appointment of an arbitrator or a statement of acceptance of the function of arbitrator.

§ 8

Evidence

(1) All the evidence proposed must be included in the Request for Arbitration or the Statement of defence. Evidence put forward outside the application and the defence shall be disregarded except for the purpose of proving or refuting the factual claims contained in the defence or the reply which are new to the party or proving the credibility of the witness, inaccuracy, inaccuracy, incompleteness or evidential incapacity of documentary evidence. Only the factual arguments contained in the application and the defence which are the subject of the dispute, that is to say, the factual arguments of which there is a dispute between the parties, are to be established by taking of evidence. Allegations of the legal basis of a claim or defence of a participant are not subject to evidence.

(2) In the arbitration proceeding before the JSM E2E PCA hearing is not admissible, if not otherwise explicitly agreed by parties. Evidence by party´s oral testimony is replaced by Notice of party on the facts. Evidence by Notice of party may arbitration tribunal order to the party by written Order to submit Notice, which shall contain only answers to the questions set up by other party. Questions shall be set up in form which allows unambigous answer, whether in the form "yes/not" or in the form of data-set about quantity and quantitative unit used. Together with Order to submitt Notice JSM E2E PCA shall send to the party the Form of Notice, in which arbitration tribunal notify the party the time limits and effects of ommission to comply with Order. Only Notice submitted in due form and timely is admissible as evidence.

(3) Evidence by wittness testimony is replaced by Notice of natural or legal person, which in the Affidavit submitts answers to the questions served by Secretary on the request of any party, together with wittness statement on circumstances, in which he obtained answered informations, and statement about relationship to the parties. Evidence by Notice may arbitration tribunal orders to the natural or legal person, whis is not party, or statutory body of

party, to submit Notice, containing only answers to questions set up by parties. Questions shall be set up in form which allows unambigous answer, whether in the form "yes/not" or in the form of data-set about quantity and quantitative unit used. Together with Order to submitt Notice JSM E2E PCA shall send to the party the Form of Notice, in which arbitration tribunal notify the time limits and the effects of ommission to comply with Order. Only Notice submitted in due form and timely is admissible as evidence.

(4) The taking of evidence is completed:

(a) for the expiry of the time limit for the defence, if the application or defence does not contain any evidence in support of the evidence relied on by the party and cannot be produced, or if the party has not lodged its response within the period ;

(b) the execution of evidence by the parties (evidence submitted and identified by the parties), and the order rejecting the evidence which has not been made.

(5) Evidence shall be deemed to be performed on the day on which the evidence submitted by one party was delivered to the other parties or on the day when the evidence submitted by a third party to the court on the basis of the party's evidence was delivered to the other parties.

§ 8bis

Request for submission of documents

(1) Participants shall have the right to request an arbitration tribunal to order third parties or third parties to produce evidence of factual claims by the applicant or false evidence of the factual claims of a counterparty which they cannot submit without their own fault, especially if they

originate from the counterparty or third parties.

(2) Before ordering the production of documents, the arbitral tribunal shall, in particular, invite the counterparty to make known its objections to the inadmissibility and irrelevance of the documents.

(3) The arbitral tribunal shall decide on the application by Order. Penalties may be imposed for failure to comply with the imposed obligation pursuant to Section 11bis.

§ 8ter

Protection of trade secrets, intellectual property and personal data

(1) Evidence that contains business secrets or the execution thereof may jeopardize intellectual property or interfere with the right to privacy for the protection of personal data, the arbitral tribunal shall be entitled and obliged to carry out in such a way as to protect business secrets, confidentiality between the parties and third parties and personal information.

(2) To this end, it may, in particular, order the partial anonymisation of personal data and the modification of documents with the confidential part of the documents inaccessible . In proceedings involving several parties whose procedural community is not inseparable, data concerning only certain parties may also be made anonymous.

§ 8 quater

Evaluation of evidence

(1) Evidence evaluate arbitration court in mutual respect, and with regard to all the over the case comes to light, but in particular the relationship between the creators of the documents that were submitted in the proceedings, and the parties and the statements of participants to the evidence.

(2) The arbitration tribunal may not take into account evidence made contrary to § 8 of these Rules.

(3) The factual arguments contained in the application, which the defendant did not oppose, are considered undisputed, unless they are disputed by the evidence.

§ 9

Interim measure

(1) At the request of a participant, the SRS JSM at E2E may at any time, pending a ruling in the main proceedings, order an interim measure if it considers it appropriate with regard to the subject matter of the dispute.

1. measure is issued as an order or as an interlocutory award.

(2) The interim measure cannot generally impose an obligation that is the subject of the application itself. This shall not apply where a party is ordered to refrain from any action or to

fulfil a contractual obligation to the extent that failure to do so may jeopardize the management of the other party or cause serious damage to third parties. The interim measure can ensure the enforceability in the event of a decision in favour of the person proposing the interim measure, including by establishing a lien. The interim measure is enforceable on the day of its order, the interim measure requiring a party to act or perform something is enforceable on the day of its delivery.

(3) An interim measure issued as an interlocutory award shall be enforceable on the date of entry to force indicated in the award. The provisional measure may be terminated by the arbitration tribunal if the reasons for its issuance ceased to exist.

§ 9bis

Objections and decisions on objections

(1) A party is entitled to file an objection of lack of jurisdiction of the invalidity or non-existence of the contract no later than with the first act in the proceedings, objection that the issue goes beyond the jurisdiction of the arbitral tribunal and objection of non-arbitrability of the subject-matter of the arbitration proceedings before the statement of defence on the matter, but no later than 30 days from the delivery of the Request for Arbitration.

(2) Objection on lack of jurisdicton on the ground of invalidity or cesation of arbitration agreement or clause, shall, beside particularities of general submission, contain objected ground for invalidity (voidance) or cesation of agreement or clause, and evidence proposed to prove invalidity. In the case where cesation or invalidity of agreement containing arbitration clause is objected, shall submission also contain statement of reasons why invalidity or cesation of main agreement shall apply also to the arbitration clause.

(3) If objection of lack of jurisdiction met the procedural requirements, secretary shall refere objection with all case file to the arbitrator or presiding arbitrator competent for deciding the subject matter of dispute. Arbitrator or arbitration panel may decide on the objection in the form of Award on Jurisdiction, or in the form of separate statement in operative part of arbitration award. In the case that arbitrator or the arbitration panel through scrutiny find out, that objection is unfounded, regularly shall decide upon its dissmissal in the form of separate statement in operative part of arbitration award.

(4) Challenge of arbitrator (for bias or ineligibility) can be based only on the ground, which party do not know before appointment of arbitrator, and shall be rised with first act of objecting party in proceeding, or within 15 days since the party had possibility to be acknowledged with that grounds. If the arbitrator enlisted in the Roll of arbitrators has been appointed, shall be deemed that party is familiar with reasons of challenge if based on the circumstances published in Roll of arbitration on the web seat of JSM E2E PCA.

(5) Challenge of arbitrator shall contain beside particularities of general submission, notification against which arbitrator challenge is entered, grounds of bias claimed by party, or circumstances reasoning the lack of eligibility of arbitrator, time when party has been acknowledged about gound for challenge, and evidence of bias or lack of eligibility, together with evidence proving that party has been acknowledged about ground applied only after appointment of arbitrator.

(6) Challenge against all arbitrators (collective objection) registered in the JSM E2E PCA Roll may be filed only with a proposal to appoint an arbitration tribunal from the non-listed arbitrators, or together with an objection of invalidity of the arbitration agreement. For a collective objection, see para. 5).

(7) Objections that do not meet the requirements under para. 1), 4) - 6) shall the secretary refuse by order. The objection does not need to be decided if he arbitrator resigns as arbitrator in the case. The taking of evidence is admissible only by the evidence adduced with the objection. The objection shall be decided by the Director or a member of the Board of Directors authorized by him or by a registered arbitrator who is not appointed.

§ 10

Conditions of proceeding

(1) The arbitration tribunal shall review the conditions of the proceedings in accordance with the provisions of the applicable law, taking into account the principles of arbitration .

(2) Tribunal has the right to review the validity and existence of an arbitration agreement. In review of the validity of an arbitration agreement, the law of the country where the decision is to be enforced or the applicable law specified by the parties is applicable if the arbitration agreement has been expressly concluded under a foreign law. JSM E2E PCA in examining the validity and effects of an arbitration agreement entered into as a model clause published in the Interpretative Rules of model clauses interprets the parties' actions under these Interpretative Rules, as last published before the date of conclusion of the contract.

(3) If the decision of the arbitral tribunal in reviewing the validity and existence of the arbitration agreement is preceded by a final decision of the General Court to discontinue proceedings in the same matter, the arbitral tribunal shall rely on it.

(4) If the decision of the arbitral tribunal in reviewing the validity and existence of the arbitration agreement is preceded by a final decision or an equivalent measure of the general court on the recognition of the arbitration award from the same or similar arbitration agreement, the arbitration court shall take it into account.

(5) If the decision of the arbitration tribunal in examining the validity and existence of the arbitration agreement is preceded by the final decision or equal measure of the court on recognition of the arbitration award of a contract concluded in a similar manner and under similar circumstances, the arbitral tribunal shall take it into account, and if the tribunal wishes to depart from be the legal conclusions of such precedent decision of court of general jurisdiction, it is obliged to give reasons in the decision, as well as the factual difference.

§ 11

Applicable law and basis of the decision

(1) In proceedings, the tribunal and JSM E2E PCA shall proceed pursuant to these Rules of Procedure and applicable procedural law, if there is no agreement of the parties on procedural law, according to the procedural law applicable at the venue (place of arbitration).

(2) In the dispute with an international element, Tribunal shall apply subject-matter law chosen by the agreement of the parties and in the absence of such a agreement, law deemed as appropriate, with closest connection with matter, taking into consideration international treaties with preference before national conflict of law provisions. In the case of international dispute with all parties with seat or habitual residence in EU-member countries, which takes part on implementation of Rome I and Rome II, Tribunal shall take conflict rules contained in above mentioned Regulations. International element is present in all cases where one of parties has seat or habitual residence in other country than another.

(3) Tribunal shall take into consideration content of contract, if respective clause is not in contradiction with overriding mandatory rules of law applicable or international ordre public.

(4) If express consent of the parties is given the court may decides according to the principles of equity. In the commercial dispute Tribunal shall apply commercial usages of the business branch, and shall take into consideration practice used between parties concerned.

§ 11bis

Contractual procedural fines

(1) If party breach the order of the Tribunal:
a) to submit in timely, document or thing which he has in possession, or to notify that he has not document or thing concerned in possession,
b) to submit timely Notice on facts proposed as evidence,
c) to cooperate in proceedings, e.g. secure the acceptance of served documents in the address of habitual residence, registered seat or chosen correspondence address,
Tribunal shall by its order impose to the party contractual procedural fine in the sum between EUR 500 and EUR 5,000 on repeated infringements of up to EUR 10,000 .
(2) If party breach order of the Tribunal, contained in interim or preliminary measures rendered under Section 9 Tribunal shall by its Order impose to the party contractual procedural fine in the sum:
a) 100 EURO for each breach of interim measures under Section 9, subsect. 2 to restrain of acts,
b) 100 EURO for breach of measures ordering deposition of the thing to JSM E2E PCA deposit, fine is not applicable if party in the time limit deposed the thing to the notary deposit and notified the JSM E2E PCA,
c) 1 % for each day of delay with deposition of pecuniary value, which party has obligation to depose in the JSM E2E PCA deposit by interim order , fine is not applicable if party in the time limit deposed sum in the notary deposit and notified the JSM E2E PCA.
d) in the sum of fee for objections of invalidity or nonexistence of arbitration agreement, if party breach anti- suit injunction, if party breaching anti-suit injunction do not submit objections, fine is not applicable if all parties has been requested termination or stay of proceeding.
(3) If party or legal representant of party breach the basic principles of arbitration, namely:
a) non-public nature of arbitration, revealing any data about arbitration during the proceeding without consent of other party,
b) privacy of proceeding by disclosure of data about arbitration during the proceeding without consent of other party, except the case of protection of the rights of party in court or administrative proceeding, Tribunal is empowered to impose upon that party fine between EUR 500 and 2500
for each one breach of the principles of proceeding.
(4) If third person obliged to cooperation, breach the order of Tribunal:
a) to submit in timely, document or thing which he has in possession, or to notify that he has not such document or thing requested, in possession,
b) to submit timely Notice on facts proposed as evidence,
c) answer all questions set up in the Call for Factual Statement raised by Tribunal,
Tribunal shall by its Order impose to the party procedural fine in the sum between 500 to 5000

euro, with repeated infringement to 10 000 euros.

(6) Contractual procedural fines are payable within three days upon delivery of procedural order, if are not paid timely, they shall be increased by contractual fine in the sum of 1 % of procedural fine for each day of delay. Contractual fine for delay is payable up to date of Call rendered by Tribunal, which is served upon 60 days of time in order has elapsed.

(7) Place where order is rendered is place of branch seat, of respective breach where procedure is conducted, or place of arbitration. If place where Order is rendered is in state another that state of enforcement, Tribunal shall render decision on contractual or procedural fines as partial Arbitration Award. For fines procedure is always authorized that body of JSM E2E PCA within its authority circumstance giving reason for fine has been based, in the case of arbitration senate, presiding arbitrator is empowered to decision. Presiding arbitrator and sole arbitrator could authorize the secretary to decide in the fines procedure. Fines, which has been not paid up in the time of decision in merit, arbitrator shall enclose to the Award in merit as separate sentence on the costs of tribunal in operative part.

§11ter

Time limit for decision

(1) Unless the law governing the proceedings specifies another time limit, the JSM E2E PCA, the arbitrator and the Secretary shall be bound by the following time limits for the decision:

(a) procedural motions by the parties, in particular on the taking of evidence, the place of proceedings, and the rules of procedure, within 15 days of receipt of the request;

(b) the objections of the parties, other than the lack of jurisdiction decided by the court in the main proceedings, within 30 days of service of the application;

(c) on the merit, within 120 days of service of the application;

(d) on the merit, within 15 days of the receipt of the eligible petition to issue an arbitration award in cases of promissory notes and bills of exchange;

(2) The period referred to in para. 1, point (a) (c) may be extended in the case of delays due to lack of cooperation by third parties, but not exceeding 30 days. Other time limits cannot be extended.

§ 12

Arbitration award and orders

(1) On the merit and recording the settlement between parties, JSM E2E PCA is deciding in the form of Award. Arbitration award shall be undersigned by all members of the panel; absenting signature shall be reasoned. Award is valid if majority of panel, or sole arbitrator signed them.
(2) Award contains recitals (I), operative part (II), reasons (III) and notices (IV).

(3) Recitals are as follows:
A/ name of tribunal, seat of tribunal (branch), place of arbitration defined by indication if place of arbitration is within the territory of Slovak republic or not,
B/ rules, which regulated proceeding, by reference to the source of law applicable,
C/ indication of parties by name, surname, and habitual residence, or by name, legal form, and registered seat in the unique way,
D/ simple indication of subject-matter,
E/ day when award was rendered.

(4) Operative part contains unambiguous and comprehensive decision on all proposals on the merit submitted by parties, and decision on costs. To the sentence on costs in operative part tribunal shall set up sentence on reimbursement of costs on the part of tribunal, e.g. any fees, increased fees and fines which was not paid before rendering the award.

(5) Reasons of award contains strict recapitulation of submissions of parties, procedures, report on taking of evidence, and evaluation of evidence and resaons for refused evidence proposals. Notices contains statement on effects of award, right to request for review, right to Request for setting aside, and on procedural rules, which are applicable on the request for setting aside, and statement on enforceability of award.

(6) In the other case that on the merit, tribunal shall render decision in form of Order. Order shall be undersigned by arbitrator or secretary and indicated by seal of tribunal and seal of arbitrator or undersigning person. If arbitration senate is constituted in arbitration under these rules, presiding arbitrator is empowered to render Orders in procedural matters.

(7) Where Review under §§ 16 of these Rules is not admissible, arbitration decision has power of final and binding court decision. Where time limit set up for submission of Request for Review is elapsed, finality of the decision shall be marked indicating date of delivery of decision to all parties, in the case of Order on fees or fines, indicating day of delivery to addressee.

§ 13

Vote on the Award

(1) A multi-member arbitration panel shall vote on Award on the motion. Motion shall be prepared by secretary if authorized by presiding arbitrator, otherwise by presiding arbitrator himself.
(2) Motion consist of question formulated as basis for decision, concerning each claims and counterclaims entered in Request for Arbitration, Statement of defence or other submissions of parties.

(3) Before voting on pecuniary claim, its sum and payment terms arbitration panel shall vote on legal basis of claim. Before voting on legal basis of claim arbitration panel shall vote on objections on lack of jurisdiction or lack of other conditions of arbitration.
(4) Where subject-matter of voting is pecuniary claim, and concurrently motion or statements of arbitrators contains more alternatives for sum of claim to adjudicate, there shall be voting first on higher sum of claim (from the same legal title). If majority has not been met in voting on higher sum, votes of arbitrators which voted for higher sum, are deemed also as votes for any lower proposal.
(5) Presiding arbitrator has major vote in case of equality of votes for and against motion. Where voting per rollam or by means of telecomunication or electronic data transmission, arbitrator which in time limit did not present his statement, is deemed as non-voting.

§ 14

Awards without statement of reasons

(1) Arbitration award shall be rendered without reasons stated in the award, only under subsection 2 or if agreed by parties in arbitration agreement or clause.
(2) In absence of agreement of parties shall not contain statement of reasons – Award on the agreed terms, Award for default, Award on the recognition or waiver of claim, and Award in small claims dispute.

(3) If at least one of following requirements is met, Tribunal shall render Award for default:
a) respondent in the proper time limit omitted Response to Request, if in Call for the Response tribunal notified the respondent about the consequence of that omission,
b) respondent did not submit written evidence which he proposed for proving of factual statements contained in Response, if he was able or obliged to submit it.
(4) If at least one of following requirements is met, Tribunal shall render Award for recognition or waiver of the claim:
a) respondent in Statement of defence recognizes claim of Claimant,
b) respondent in Statement of defence did not questioned the authenticity and validity of a written debt recognition presented by Claimant, signed by respondent,
c) Claimant in his submission waivers the claim or its part.
(5) As small claims dispute is deemed dispute, in which claims applied by parties do not exceed 500 EUR, in the commercial dispute 3000 EUR.

§ 15

Interpretation and correction of the judgment and supplementary judgment

(1) Tribunal shall correct clerical, computational and typographical errors on the own motion within 30 days of Award rendering, or on the motion of the party submitted within 30 days of receipt of award. Corrected arbitration award shall be served to all parties.
(2) Within 30 days of receipt of Award, party may request the Tribunal to award if any of claims

or counterclaims raised in the Request for arbitration or Response to Request, are outstanding and undecided by received Award. Award shall be rendered with indication Additional Arbitration Award, time limits set up in these Rules shall apply as appropriate.

(3) Party and person who indicate legal interest in subject-matter, may request the Tribunal to give an Interpretation of specific parts of awards. Interpretation shall be rendered in the scope of request, in the form of Note of Tribunal. Interpretation shall contain express statement, that Interpretation is not arbitration decision.

§ 16

Review of the Award on lack of Jurisdiction

(1) If party within 15 days of receipt of Award on lack of Jurisdiction submits to the JSM E2E PCA Request for review, another arbitrator appointed by agreement of parties, or in case of its absence appointed by Director of Institute shall review the Order, if Request is not found justified within 7 days by arbitrator deciding in basic procedure (autoremedy). For autoremedy shall be Request immediately transmitted for statement to the arbitrator (panel) which decided case in basic procedure.

(2) Where in the basic procedure case was decided by arbitration panel, Order shall be reviewed by panel consisting of same arbitrators appointed by parties, with new presiding arbitrator appointed by Director of Institute.
(3) Request for Review can be reasoned only citing that Award contravene the content of case file, law applicable to the arbitrability or validity of arbitration agreement.

(4) After scrutiny of case file, acknowledged with statements of the parties and arbitrator which decided case in basic procedure, reviewing arbitrator shall decide by Reviewed Award of jurisdiction, confirming lack of Jurisdiction or confirming Jurisdiction. If arbitrator or panel in review procedure confirms Jurisdiction of tribunal, that arbitrator/panel shall act in the following

proceeding on the merit, if parties did not agree otherwise.

§ 17 (repealed)

§ 18 (repealed)

§ 19 (repealed)

§ 20

Proceedings for determining the content of the contract

(1) The procedure for determining the content of the contract is carried out by the JSM E2E PCA as a neutral third party in accordance with the provisions of the applicable substantive law. If the parties to the clause have agreed to determine the content of the contract by a third party within the meaning of the law applicable to one jurisdiction, while making a choice of law in favour of another jurisdiction, it is a split choice of choice of law (dépeçage) .

(2) In the procedure for determining the content of the contract, account shall be taken of the purpose of the contract, the intention of the parties at its conclusion, other agreed terms of the contract that are not disputed between the parties, good morals and principles of fair trade. In the event that an invalid provision of a contract is replaced, the purpose of this repealed provision and the reasons for its invalidity shall also be taken into account.

(3) Proceedings shall begin with the submission of a proposal to determine the content of the contract by the party to the contract or his successor in title.

(4) Arbitrator shall invite the applicant to make, within 10 days from initiation submitted a draft text of the contract, or part of the contract, the content of which is the subject of proceedings, unless it was annexed to the application instituting proceedings. The arbitrator shall submit the petition submitted within the deadline of 10 days to the other participants with a call for observations. After the expiry of the time limit, the arbitrator shall examine the content of the statements and issue a Order on the determination of the content of the contract; the Order shall expressly state that it is not an arbitration award.

(5) If arbitration proceedings were commenced at the arbitration court before the commencement of the procedure for the determination of the contract, the arbitrator, which is appointed to adjudicate on the merits, shall have jurisdiction to proceed with the application submitted later. Otherwise, the arbitrator shall suspend the arbitration proceedings for a period of time pending a decision in the proceedings determining the content of the contract.

§ 21

Costs of the proceedings

The costs are:

(a) cash expenses of participants in arbitration and their representatives, and guardians;

(b) the costs of taking evidence, including the fees and cash costs of the expert and the translator;

(c) the fees for commencing arbitration, the fees of an arbitrator in a dispute with an international element, and the fees for an application for interim relief;

d) fees for arbitration,

e) fees for acts in other proceedings before JSM E2E PCA,

(f) fines imposed in proceedings;

(g) costs of legal representation, advice and preparation.

§ 22

Payment of costs

(1) Parties shall pay their own costs, including fees and fines imposed by arbitration Order and advance payment for costs of evidence determined by arbitration Order under Fees schedule.
(2) Fees for initiation of the Arbitration is flat fee to provided costs of Tribunal, including flat reimbursement of expenses of arbitrators. Along with the Fee for initiation of the Arbitration, administrative fee shall be paid, charged exclusively for the cost of Secretariat. All fees shall be calculated on the whole cents, and rounded down. All fees in schedule are indicated without value added tax. While settlor is not VAT payer, fees shall be paid without VAT.

(3) Costs of evidence are costs of Tribunal provably arisen in specific arbitration proceeding, costs of costs of expert evidence, costs of translations of written communication presented in languages other than language of proceeding, and costs of third persons, state courts and offices induced by cooperation on the request of Tribunal.

(4) Fee for initiation of the Arbitration is payable along with submission of the Request for Arbitration to the bank account of settlor of JSM E2E PCA. Other fees are payable along with charged submission or procedural act, at least in the time limit set up in Order imposing obligation to pay the fees.

(5) Value in dispute is determined:

a) in the pecuniary claim by sum claimed, from independent basis for each claim with different legal title,
b) in the pecuniary claim, if the Claimant requesting repeated pecuniary fulfilment payable *pro futuro*
for indefinite or unknown period of time, value in dispute is quintuple of the annual revenue,
c) in the case of *rei vindicatio* value of things claimed,

d) in the dispute on determination of existence of specific legal relationship or rights, value of the subject- matter of right or relationship in the time of commencement of Arbitration,
e) in the non-pecuniary claim to performance or restrain value of performance or value of object concerned by restraint, if it can by quantified, otherwise value of right claimed by Claimant.

(6) JSM E2E PCA shall render order on fees, on the base of amount in dispute identified from Request for Arbitration, Response to Request, in the Order JSM E2E PCA impose to party duty to pay fees indicated in Fees schedule. In next proceeding JSM E2E PCA shall render Order on fees always when party submitted procedural act charged in Fees schedule.

(7) Tribunal shall render order on advanced payment of costs of evidence addressed to party which proposed expert evidence, or if needed to secure cost for requested interoperability of third persons. Tribunal shall render order on advanced payment of costs also addressed to

parties which agreed on other than official language of the JSM E2E PCA or presented writing in other than official language of JSM E2E PCA without due translation.

(8) Order on fees including Order on advanced payment of costs of evidence always contains operative part on obligation to pay fee in time limit of three days, and operative part on increase of fee in case of delay, in the sum 0,5 % of fees unpaid in time limit, for each day of delay. For proceeding on fees and rendering of Order is authorized body of JSM E2E PCA, authorized to resolve procedural matters (Section 6 of these Rules).

§ 23

Reimbursement of costs

(1) Party or its representant shall ask for reimbursement of costs at least before award is rendered, in absence of request for reimbursement, tribunal shall decide on costs only on the factual basis contained in case file.
(2) Tribunal shall grant reimbursement of costs in the sum of fees for initiation of arbitration, and charged procedural acts, advances for cost of evidence, to that party which paid them, in the case of success in the merit. If this requirement is met Tribunal shall grant reimbursement of expenses in cash to the legal counsels of party.

(3) Party has not right to reimbursement of fines imposed in arbitration.
(4) If on the specific motion of party in Arbitration relief sought was granted, Tribunal shall grant to this party reimbursement of fees paid for this motion.
(5) Tribunal shall grant remuneration of legal counsel or representant *ex lege* in the case of success in the dispute on the basis of calculation by representant, Tribunal shall order to unsuccessful party to paid these costs.
If the participant acts unrepresented, he or she shall be entitled to reimbursement of at least 75% of the legal costs and up to 200% of the management fees if successful.
(6) Operative part on costs is always part of Award on the merit. Tribunal shall include to this operative part also obligation of party to paid fees and fines, imposed by resolutions in arbitration or other proceedings, before JSM E2E PCA, which are outstanding in the day of

Award rendering.

§ 24

File management and administration

(1) Case files are managed by secretary, after transmission of the case file to the arbitrator, arbitrator authorized (presiding arbitrator) in cooperation with secretary.
(2) Case file contains of all submissions of parties, written evidence, electronic information mediums, minutes on voting, motions to voting, originals of decisions which shall be served to parties, and records on delivery or service.

(3) JSM E2E PCA shall issue to the parties copies of writings and electronic documents. Exceptionally, JSM E2E PCA shall serve to the party original of record or writing from file, if necessary for statement of party in the merit. Before that service of original document Secretariat shall secure copy of document in electronic form and its deposition.

(4) Receipt of case file including attachment, in writing by presiding arbitrator shall be confirmed in Notice on transmission of file. Receipt of e-documents, writings and evidences transformed into electronic form, shall be proved by receipt of case in user interface or by receiving internal electronic mail.
(5) After the termination of arbitration based on waiver of Request for Arbitration or by any termination other than rendering Award in the merit, Secretariat shall secure return of original documents or things presented as evidence in arbitration to the person which presented concerned document as evidence in the Arbitration, if up to date of termination JSM E2E PCA is disposing with them. After the termination of the proceeding by award in the merit, case file shall be closed at least by delivery record on review award service.

(6) In the case of loss, damage, destruction or alienation of writings in the case file, secretary shall reconstruct file or its part. Finishing of file reconstruction shall be approved by resolution of the Director of institute. To the reconstructed case file reprints from e-database, records drafted in electronic form (e- documents) and archived in electronic form (scans) shall be included.

§ 25

Submissions drafting and use of e-Registry

(1) JSM E2E PCA on the request of party shall draft submission based only on facts and documents presented by party, in particular, Request for Arbitration and Statement of Defence. As day of receipt by JSM E2E PCA is deemed day when submission is undersigned by party.
(2) Submission drafting is always charged.

(3) Use of forms accessible on the website of JSM E2E PCA and use of e-Registry is charged.

§ 26

Registry records

(1) Registry records of Secretariat, beside the content of case files, are :
a) Documents of court administration, particularly records of arbitrators, agreements on arbitrator function performance, and resolutions of Board.
b) Resolutions of Board shall be included in the case file concerned, in case of the resolution granting or rejecting the challenge of arbitrator, or other resolutions on the motion of parties.
c) Writings of parties which did not met requirements of submissions.
d) Content of electronic communications of JSM E2E PCA.
e) Registry of arbitration agreements and arbitration clauses.
f) Roll of Arbitrators.
(2) Registry records with permanent documentary value are originals in Registry of arbitration

agreements and clauses, Resolutions of Board and Awards in the merit, Resolutions on termination of arbitration and Resolutions imposing duties to party.

§ 27

Copies of documents and its authorization

(1) If party submitted Request for Arbitration, Response to the Request or other submission, or written evidence or writing not in such a number of copies or printings as needed, JSM E2E PCA shall secure copies on own costs. Costs shall be reimbursed by party which omitted to present document in due number of copies, in the sum stated in Fees schedule.

(2) On the request of any party, party of arbitration agreement, or respective Court of justice, JSM E2E PCA with the consent of all parties, and if requested during Arbitration, with consent of appointed Tribunal shall copied documents in case file or Registry of arbitration agreement, against reimbursement of cost according Fees schedule, authorizing comply of copy with document deposed in case file. On the request of respective Court of justice JSM E2E PCA with consent of parties concerned and if requested during Arbitration, with consent of appointed Tribunal shall notified facts familiar to it from case file.

(3) If needed for cost efficiency, JSM E2E PCA could borrow the documents from case file, if presented by parties in form of photocopies or electronic documents.

§ 28

Registry

(1) Parties may ask in writting for registration of its arbitration agreement or arbitration clause.
(2) JSM E2E PCA on the motion shall register and publish on the Notice-board of JSM E2E PCA on its web seat standard contract terms containing arbitration clause, intended to conclusion of standard contracts between applicant and third parties.
(3) Registration in Registry of arbitration agreements of JSM E2E PCA duty to present copy of arbitration agreement along with Request for arbitration cease to exist.
(4) Registration shall be requested by mail or electronic mail, JSM E2E PCA shall indicate agreement or standard terms with number, which shall notify to parties in appropriate manner.

§ 29

Action to setting aside the Award

(1) If not excluded by law on civil procedure applicable in the place of arbitration, reference in Arbitration Agreement to these Rules, shall be deemed as waiver of right to submit action to setting aside the Award, and excluded right of Court of Justice to set aside Award *ex offo.*
(2) If applicable rules of venue recognized the right to exclude some of reasons for setting aside, reference in Arbitration Agreement to these Rules, shall be deemed as waiver of this right.

(3) If parties did not exclude right to submit action to setting aside the Arbitration Award, respective Court of justice according law applicable is authorized to proceeding, for territorial jurisdiction of specific Court of justice, place of arbitration is decisive, if law applicable do not provided for place of rendition of award as decisive.

(4) Party which submitted Action to setting aside Award, is obliged notify JSM E2E PCA without undue delay, if requesting postponing of enforceability of Award. In notice, party shall indicate when, and on what Court of justice action was submitted. Breach of this obligation results in co-liability of party as damaged, in the case of enforcement of Award based on enforceability clause indicated by Secretariat.

§ 30

Transitional and final provisions

Present Rules and its changes, came into effect with day of its publication at notice board at www.aaa-arbitration.org, and valid wording is effective also for proceeding in run, if parties by common plea do not exclude this effects. If no otherwise agreed by parties, reference to present Rules in arbitration agreement or declaration of parties shall be deemed as consent with its valid wording. Effects of specified provisions of present Rules could parties exclude by procedural agreement, concluded at least before commencement of Arbitration.