The Hague Court of Arbitration for Aviation

ARBITRATION RULES

In force as of 31 August 2022

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THE HAGUE COURT OF ARBITRATION FOR AVIATION

RULES STANDING COMMITTEE

MODEL CLAUSES

I. TEXT OF THE MODEL CLAUSES

1. Although the current Netherlands Arbitration Institute Arbitration Rules offer a single recommended arbitration clause text, The Hague Court of Arbitration for Aviation offers two types of recommended model clauses: one for future disputes and one for existing disputes (also sometimes referred to as a 'submission agreement'). In this way, The Hague Court of Arbitration for Aviation can be used for aviation disputes which relate to a contract concluded prior to the launch of the institution.

2. The two variations of the model clause are as follows:

A. For Future Disputes

All disputes arising out of or in connection with the present contract, including any questions regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of The Hague Court of Arbitration For Aviation for the time being in force, which Rules are deemed to be incorporated by reference into this clause.

The arbitral tribunal shall be composed of [].

The place of arbitration shall be [].

The law applicable to the arbitration agreement shall be [].

The substantive law governing the merits of the dispute shall be [].

The language to be used in the arbitration shall be [].

B. For Existing Disputes ('Submission Agreement')

A dispute having arisen between the parties concerning [], the parties hereby agree that the dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of The Hague Court of Arbitration For Aviation for the time being in force. This agreement supersedes and replaces any prior dispute resolution agreement between the parties in respect of the dispute.

The arbitral tribunal shall be composed of [].

The place of arbitration shall be [].

The law applicable to the arbitration agreement shall be [].

The substantive law governing the merits of the dispute [is/shall be] [].

The language to be used in the arbitration shall be [].

3. Both variations contain the most critical elements that any arbitration agreement should address, namely: (i) the parties' agreement to submit their disputes to arbitration; (ii) the scope of the disputes submitted to arbitration; and (iii) the choice of the institution and incorporation of its arbitration rules.

II. ISSUES TO BE ADDRESSED UNDER THE MODEL CLAUSES

4. The model clauses also contain a number of fundamental elements which are ordinarily found in arbitration agreements, and which are for the parties to choose and complete or otherwise exclude. The square brackets suggesting that these issues are open points to be agreed upon and added by the parties. These issues concern: (i) the number of arbitrators; (ii) the place of the arbitration; (iii) the law applicable to the arbitration agreement; (iv) the substantive law governing the merits of the dispute; and (v) the language of the arbitration. While, in theory, an arbitration agreement may be valid and effective without those elements, the parties are typically well advised to include those determinations in their arbitration agreement in order to avoid problems and delays that may arise during the arbitration.

A. Number of Arbitrators

5. It should be borne in mind that, as a rule, three arbitrators will cost more than one. If the parties have not agreed the number of arbitrators, their number will be determined by the administrator.

6. Assessing whether the parties should explicitly state the number of arbitrators in the arbitration agreement is not straightforward and depends on the circumstances of the case. On the one hand, if the parties prefer the dispute to be heard by three (or more) arbitrators, the parties should make this clear in their arbitration agreement. On the other hand, if the parties have no strong preference, the best solution regarding the number of the arbitrators will often only appear once the dispute has arisen and its complexity and specific

needs can be assessed. While the parties may always reach an agreement on the number of arbitrators after the dispute has arisen, this rarely happens in practice due to the parties' contentious posture by that time.

B. Place of Arbitration

7. If the parties have not agreed the place of arbitration, it will be determined by the Arbitration Rules, which empower the arbitral tribunal to determine the place of arbitration.

8. The determination of the place of arbitration is critical for arbitral proceedings because, among other things, it typically determines: (i) the courts which have jurisdiction to set aside the award; and (ii) the law governing the arbitration (which applies to both the procedure in the arbitration (e.g., evidentiary rules, conduct of the proceedings, ethical standards) and the relationship between the arbitral tribunal and the national courts (e.g., judicial assistance for the formation of the arbitral tribunal, interim and provisional relief, evidence taking)).

9. In selecting an appropriate place of arbitration, the parties should consider several practical concerns including:

   a. Whether the place of arbitration is situated in a country which has ratified the New York Convention (which governs the enforcement of arbitration agreements and awards).

   b. Whether the place of arbitration provides for only limited review of the award in annulment proceedings.

   c. Whether the law of the place of arbitration provides acceptable mandatory procedural laws.

   d. Whether the national courts at the place of arbitration will readily provide support to the arbitration where needed but not otherwise unduly interfere with the process.

C. Law Applicable to the Arbitration Agreement

10. A different law may apply to the arbitration agreement itself (as distinguished from the parties' underlying contract); this is because most legal systems will treat the arbitration agreement as a separate contract, which may not be subject to a substantive choice-of-law clause in the underlying contract. The law governing the arbitration agreement applies to questions regarding its existence, validity and interpretation.

11. By separating the place of arbitration, the substantive law governing the merits of the dispute and the law applicable to the arbitration agreement, the parties can minimize the likelihood of confusion with regard to the parties' intent.

D. Substantive Law Governing the Merits of the Dispute

12. It is preferable that the parties choose the law governing the merits of the dispute in a choice-of-law clause, rather than leaving this issue for the arbitral tribunal to decide. This is so for several reasons. First, the applicable substantive law affects the rights and obligations of the parties. The parties themselves are best placed to determine what kind of obligations and rights they want to assume. Second, by designating in advance the applicable substantive law, the parties achieve certainty and avoid surprise decisions regarding the choice of law by the arbitral tribunal. Third, it may be time-consuming and costly to have the arbitral tribunal determine the governing law. Finally, knowing the governing law will help the parties (and the administrator) to choose arbitrator candidates best placed to decide the parties' dispute.

13. The answer as to which law the parties should choose will of course depend on the circumstances of the underlying transaction.

E. Language of the Arbitration

14. The proceedings will be conducted in the language agreed by the parties. In the absence of such agreement, the language will be determined by the arbitral tribunal.

III. ADDITIONAL OPTIONAL MATTERS THAT MAY BE PROVIDED FOR

15. The parties may opt to modify or otherwise change the model clauses beyond the elements identified. However, parties should be careful not to introduce conflicting or confusing language dealing with issues already addressed in the Arbitration Rules.

16. Some optional matters which could be addressed in the parties' arbitration agreement include:

   a. Use the expedited procedure.

   b. Method of appointment of the tribunal: If the parties wish to agree a different method of appointment, they should include this in the arbitration agreement.

   c. Qualifications for arbitrators.

d. Exclusion of the emergency arbitrator provisions.

e. Modifications to the confidentiality of the proceedings.

f. Modifications to contractual time limits for procedural steps in the arbitration.

g. Evidentiary/disclosure rules which apply.

h. Exclusion of the possibility of consolidation of the arbitral proceedings with other arbitral proceedings.

i. Application of principles deriving from *ex aequo et bono* or permitting the arbitral tribunal to decide as *amiable compositeur*.

j. Allocation of legal costs.

A. Multi-tiered Clause: Mandatory Mediation

17. In the arbitration agreement, parties sometimes add requirements regarding the notification of disputes or even require mediation as a preliminary step. Such preliminary steps before commencing arbitration aim at encouraging settlements. If the parties wish to adopt a formulation of the arbitration agreement featuring a mandatory reference to mediation as a pre-requisite to arbitration, the parties could use the following variation of the model clause:

All dispute arising out of or in connection with the present contract, including any questions regarding its existence, validity, or termination, shall be submitted to mediation in accordance with The Hague Court of Arbitration for Aviation Mediation Rules for the time being in force, which Mediation Rules are deemed to be incorporated by reference into this clause.

Any mediation shall take place in [city and/or country] and be administered by The Hague Court of Arbitration for Aviation.

Any dispute which has not been resolved by mediation within [] days after initiation of the mediation shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of The Hague Court of Arbitration For Aviation for the time being in force, which Arbitration Rules are deemed to be incorporated by reference into this clause.

The arbitral tribunal shall be composed of [one arbitrator / three arbitrators].

The place of arbitration shall be [city and/or country].

The law applicable to the arbitration agreement shall be [city and/or country].

The substantive law governing the merits of the dispute shall be [].

The language to be used in the arbitration shall be [language].

IV. AMENDMENT TO EXISTING DISPUTE RESOLUTION CLAUSE

18. Bearing in mind that parties may have already entered into contracts featuring dispute resolution clauses, the Hague Court of Arbitration for Aviation offers a model amendment agreement to enable the parties to refer their disputes to arbitration in accordance with the Arbitration Rules of The Hague Court of Arbitration for Aviation. The amendment is included as an Appendix to this document.

* * * * *

[31 August 2022]

ARBITRATION AMENDMENT

AMENDMENT

dated as of _____

to the

[ORIGINAL AGREEMENT]

dated as of _____

between

_____and _____

(the "Agreement")

The parties have previously entered into the Agreement and have now agreed to amend the Agreement by the terms of this Amendment (this "Amendment"). The purpose of this Amendment is to amend the Agreement on the terms set forth herein to provide, among other things, for arbitration of any disputes arising under or in connection with the Agreement.
Accordingly, in consideration of the mutual agreements contained in this Amendment, the parties agree as follows:

1. Amendment of the Agreement

The Agreement is amended as follows:

A. [Section] shall be deleted and replaced in its entirety with the following:

Arbitration. All disputes arising out of or in connection with the present contract, including any questions regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of The Hague Court of Arbitration For Aviation for the time being in force, which Rules are deemed to be incorporated by reference into this clause.

(i) The arbitral tribunal shall be composed of [].

(ii) The place of arbitration shall be [].

(iii) The law applicable to the arbitration agreement shall be [].

(iv) The substantive law governing the merits of the dispute shall be [].

(v) The language to be used in the arbitration shall be [].

2. Representations

(a) Each party represents to the other party in respect of the Agreement, as amended pursuant to this Amendment, that all representations made by it pursuant to the Agreement are true and accurate as of the date of this Amendment.

(b) Each party represents that it has the power to execute and deliver this Amendment and has taken all necessary action to authorize such execution and delivery.

(c) Each party represents that its obligations under the Agreement, as amended by this Amendment, constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

3. Miscellaneous

(a) ***Entire Agreement; Restatement.***

(i) This Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

(ii) Except for the amendments to the Agreement made pursuant to this Amendment, all terms and conditions of the Agreement will continue in full force and effect in accordance with its provisions on the date of this Amendment. References to the Agreement will be to the Agreement, as amended by this Amendment.

(b) ***Amendments.*** No amendment, modification or waiver in respect of the matters contemplated by this Amendment will be effective unless made in accordance with the terms of the Agreement.

(c) ***Counterparts.*** This Amendment may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

(d) ***Headings.*** The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

(e) ***Non-reliance.*** Each party acknowledges that in agreeing to this Amendment it has not relied on any oral or written representation, warranty or other assurance from any other party and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Amendment will limit or exclude any liability of a party for fraud.

(f) ***Governing Law.*** This Amendment will be governed by and construed in accordance with the law specified in the Schedule to the Agreement

IN WITNESS WHEREOF, the parties have executed this Amendment on the respective dates specified below with effect from the date specified first on the first page of this Amendment.

_____	_____
(Name of Party)	(Name of Party)
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date:

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SECTION ONE - GENERAL

Article 1 - Definitions

1. In these Rules, the following terms and expressions shall have the following meanings:

   (a) "administrator": the designated NAI – employee as elected by the NAI Executive Board; the NAI Executive Board also appoints one or more acting administrators;

   (b) "day": a calendar day;

   (c) "documents": procedural and other documents, including data on a data carrier as well as data presented by electronic means;

   (d) "NAI Executive Board": the executive board of the Netherlands Arbitration Institute, registered in Rotterdam;

   (e) "Committee": the committee appointed by the NAI Executive Board that decides on challenge requests as referred to in Article 19;

   (f) "claimant": one or more claimants;

   (g) "the Hague CAA"; The Hague Court of Arbitration for Aviation;

   (h) "NAI": the Netherlands Arbitration Institute (Stichting Nederlands Arbitrage Instituut);

   (i) "arbitration agreement": an agreement by which the parties refer disputes between them to arbitration under these Rules, whether such agreement is entered into before or after a dispute has arisen;

   (j) "Rules": the arbitration rules of the Hague CAA;

   (k) "arbitral tribunal": an arbitral tribunal consisting of one or more arbitrators that has been composed in accordance with the provisions of these Rules or according to the applicable rules of arbitration law;

   (l) "respondent": one or more respondents; and

   (m) "chair": the chair of the arbitral tribunal appointed in accordance with Articles 11(6), 13, 14 or 40;

Article 2 - Scope

1. These Rules shall apply if the parties have referred to arbitration by or before the Hague CAA or in accordance with the Rules of the Hague CAA.

2. These Rules shall come into force on 31 August 2022 and, unless otherwise agreed by the parties, shall apply to any arbitration which is commenced on or after that date.

3. The application of these provisions is expressly subject to the applicable mandatory law.

Article 3 - Communications

1. Requests and communications shall be made or confirmed in writing in the manner provided for in this article.

2. Unless the sender is unable to do so, all requests, communications and other documents to the administrator, the Committee, the third person as referred to in Article 40 and/or the NAI shall only be sent electronically by e-mail to the address haguecaa@nai-nl.org or to any other address to be specified by the NAI.

3. The time at which a request or communication is received electronically by the administrator, the Committee, the third person as referred to in Article 40 and/or the NAI shall be the time at which the request or communication has reached a data processing system for which the NAI is responsible.

4. The NAI shall send a request or communication addressed to one or more addressees electronically by e-mail if the addressee, by providing its e-mail address, has communicated that it may be reached for these purposes by such means.

5. After sending the arbitration file to the arbitral tribunal, the parties shall send their requests, communications and other documents directly to the arbitral tribunal while at the same time sending a copy to all parties. A copy of each request, communication or other document shall be sent to the administrator at the same time. The same applies to requests, communications or documents from the arbitral tribunal to the parties and between the parties, it being understood that, in the latter event, a copy must also be sent to the arbitral tribunal.

6. Unless the arbitral tribunal decides otherwise, all requests, communications or other instruments in writing between the parties and the arbitral tribunal shall be sent in electronic form by e-mail if the parties, by providing their e-mail addresses, have communicated that they may be reached for these purposes by such means.

7. The time at which a request, communication or other document is received electronically by the arbitral tribunal shall be the time at which the request, the communication and/or the other document has reached a data processing system for which one of the members of the arbitral tribunal is responsible.

8. The time at which a request, communication or other document is sent electronically by the arbitral tribunal, the administrator, the Committee, the third person as referred to in Article 40 and/or the NAI shall be the time at which the message has reached a data processing system for which the arbitrator or arbitrators, or the NAI, is/are not responsible.

Article 4 - Time limits

1. For the purposes of these Rules, a time limit shall commence on the day after a request or communication is sent or, if not sent in electronic form as provided for in Article 3, on the day following receipt of a request or communication, unless explicitly provided otherwise in these Rules or by the arbitral tribunal.

2. In exceptional circumstances, the administrator shall be authorised to extend or to shorten the time limits mentioned in Articles 8(4), 12(3), 13(1), 13(2), 13(3), 13(5), 13(6), 14(2), 54(5) and 56(6) at the request of any party or of his or her own motion.

3. In exceptional circumstances, the arbitral tribunal shall be authorised to extend a time limit set by it or agreed by the parties at the request of a party or of its own motion.

Article 5 – Language

1. The proceedings shall be conducted in the language or languages agreed by the parties or, in the absence of such agreement, in the language or languages determined by the arbitral tribunal.

2. Until such time that the arbitral tribunal has determined the language or languages as referred to in the first paragraph, at the request of the other party or of his or her own motion, the administrator may require a party to submit a translation of the requests, communications and other documents it has submitted in a language in which the other party is proficient, and in a form and within a time limit as determined by the administrator.

3. Without prejudice to the provisions of paragraph 1 and paragraph 2, if any request, communication or other document is written in a language in which the administrator or the arbitral tribunal is not proficient, the administrator and, after acceptance of the mandate, the arbitral tribunal may require the party making the request or the communication or submitting the document to provide a translation in a language, in a form and within a time limit determined by the administrator or the arbitral tribunal.

Article 6 - Confidentiality

Arbitration is confidential and all persons involved either directly or indirectly shall be bound to secrecy, except and insofar as disclosure ensues from the law or the parties' agreement.

SECTION TWO - COMMENCEMENT OF ARBITRATION

Article 7 - Request for arbitration

1. Arbitration shall be commenced by submitting a request for arbitration to the administrator. Arbitration shall be deemed to have been commenced on the day of receipt of the request for arbitration by the administrator.

2. The request for arbitration shall contain the following particulars:

   (a) the name, the address, the place of residence, the telephone number, the e-mail address and, as applicable, the VAT number of each of the parties;

   (b) the name, the address, the place of residence, the telephone number and the e-mail address of the person or persons representing the claimant in the arbitration;

(c) the e-mail address at which the claimant may be reached for electronic communication for the duration of the arbitral proceedings;

(d) a brief description of the dispute;

(e) a clear specification of the claim along with, if possible, a specification of the monetary interest of each of the claims;

(f) a reference to the arbitration agreement and any other agreement(s) to which the arbitration relates, along with copies of the relevant agreements;

(g) insofar as already appointed, the name, the address, the place of residence, the telephone number and the e-mail address of the arbitrator or arbitrators appointed by the claimant or the parties;

(h) the method of appointment of the arbitrator or arbitrators if the parties have agreed a method of appointment that deviates from Articles 13 and 14;

(i) the arrangements between the parties, or the claimant's preference, in respect of the number of arbitrators, the qualifications of arbitrators, the place of arbitration and the language of the arbitration;

(j) the name of any party, other than the parties to the arbitration, that has entered into an arrangement with a party to the arbitration for the financing of claims or counterclaims and pursuant to which such party has an economic interest in the outcome of the arbitration. If such an arrangement has been made with a party to the arbitration only after the submission of the request for arbitration, such information shall be shared by respective party as soon as possible with all other parties to the arbitration, the (prospective) arbitrators and the administrator; and

(k) insofar as applicable, any other particulars concerning the arbitral procedure.

3. The request for arbitration shall be submitted in the manner provided for in Article 3(2). If the claimant is unable to do so, the request for arbitration may be submitted in another manner. The administrator shall be authorised to suspend handling the request as long as it does not satisfy the requirements mentioned in paragraph 2. Suspension shall not prejudice the provisions of paragraph 1.

4. The administrator shall confirm receipt of the request for arbitration to the claimant, stating the date of receipt.

Article 8 – Short answer

1. The administrator shall send a copy of the request for arbitration to the respondent, stating the date of receipt, and shall invite the respondent to submit a short written answer in response.

2. The short answer shall contain the following information:

(a) the name, the address, the place of residence, the telephone number, the e-mail address and, as applicable, the VAT number of the respondent;

(b) the name, the address, the place of residence, the telephone number and the e-mail address of the person or persons representing the respondent in the arbitration;

(c) the e-mail address at which the respondent can be reached for electronic communication for the duration of the arbitral proceedings;

(d) a reply to the information referred to in Article 7(2)(e), (f), (g) insofar as an appointment by the parties is concerned, (h) and (i) and, insofar as applicable, the respondent's preference in respect of the number of arbitrators, the qualifications of arbitrators, the place of arbitration, and the language of the arbitration;

(e) insofar as applicable, the name, the address, the place of residence, the telephone number and the e-mail address of the arbitrator appointed by the respondent;

(f) the name of any party, other than the parties to the arbitration, that has entered into an arrangement with a party to the arbitration for the financing of claims or counterclaims and pursuant to which such party has an economic interest in the outcome of the arbitration. If such an arrangement has been made with a party to the arbitration only after the submission of the request for arbitration such information shall be shared by respective party as soon as possible with all other parties to the arbitration, the (prospective) arbitrators and the administrator;

(g) insofar as applicable, any other particulars concerning the arbitral procedure.

3. The respondent may present a counterclaim against the claimant in the short answer, with due observance of the provisions of Article 24(2). The requirements mentioned in Articles 7(2)(d), (e) (f) and (j) shall apply mutatis mutandis to the counterclaim.

4. The short answer shall be submitted within fourteen days of the invitation referred to in paragraph 1 in the manner provided for in Article 3(2), a copy of which shall be sent to the claimant at the same time. If it is not possible for the respondent to send the short answer electronically, it may be submitted in another manner within this time limit, while sending a copy to the claimant at the same time. The administrator shall confirm receipt of the short answer to the parties. The administrator shall be authorised to suspend

handling the short answer as long as it does not satisfy the requirements mentioned in paragraphs 2 and/or 3, as applicable.

Article 9 – Purport of the request for arbitration and the short answer

1. The request for arbitration and the short answer do not prejudice the parties' right to present a statement of claim and a statement of defence, respectively, with due observance of the provisions of Article 23.

2. Insofar as the administrator is involved in the determination of the number of arbitrators and/or the appointment of the arbitrator or the arbitrators, the administrator shall derive the necessary information from the request for arbitration and the short answer.

Article 10 - Plea as to the non-existence of an arbitration agreement

1. By cooperating in the appointment of the arbitrator or arbitrators in the manner provided for in Section Three, the parties shall not forfeit the right to challenge the jurisdiction of the arbitral tribunal on the ground of non-existence of a valid arbitration agreement.

2. A respondent that has appeared in the arbitral proceedings and that wishes to raise a plea that the arbitral tribunal does not have jurisdiction on the ground of non-existence of a valid arbitration agreement must do so before submitting any defence, specifically in the statement of defence or, in the absence thereof, by the first written or oral defence after acceptance of the mandate by the arbitral tribunal at the latest.

3. If a respondent has failed to raise a plea in accordance with the provisions of the previous paragraph, its right to rely on this later, in the arbitral proceedings or before the court, shall be forfeited, unless this plea is made on the ground that the dispute is not capable of settlement by arbitration.

4. The arbitral tribunal shall rule on its lack of jurisdiction. If the arbitral tribunal declares that it has no jurisdiction, the declaration of no jurisdiction shall constitute an arbitral award to which the provisions of Sections Five and Six are applicable.

5. An arbitration agreement shall be considered and decided upon as a separate agreement. The arbitral tribunal shall have the power to decide on the existence and the validity of the main contract of which the arbitration agreement forms part or to which it is related.

6. A plea that the arbitral tribunal does not have jurisdiction shall not prevent the NAI from administering the case.

SECTION THREE - THE ARBITRAL TRIBUNAL

Article 11 - The arbitrator

1. Any natural person of legal capacity may be appointed as arbitrator. Subject to the provisions of Articles 13(4) and 14(4), no person shall be precluded from appointment by reason of their nationality.

2. An arbitrator shall perform his or her mandate independently, impartially and to the best of his or her knowledge and ability.

3. A person approached to be engaged as arbitrator who has reason to suspect that there could be justifiable doubts as to his or her impartiality or independence shall communicate the same in writing to the person who approached him, stating the suspected reason(s).

4. A person who intends to accept his or her mandate shall, prior to the confirmation of appointment as provided for in Article 16(1), sign a statement confirming his or her independence and impartiality, availability and acceptance of the mandate on condition of confirmation by the administrator and send this statement to the administrator. Any communication as referred to in paragraph 3 that has been sent shall be included in the statement. The administrator shall send a copy of the statement to the parties and, if the arbitral tribunal consists of multiple arbitrators, to the co-arbitrators.

5. An arbitrator who, during the arbitral proceedings, suspects that there could be justifiable doubts as to his or her impartiality or independence shall communicate the same in writing to the administrator, the parties and, if the arbitral tribunal consists of multiple arbitrators, to the co-arbitrators in writing, stating the suspected reason(s).

6. The chair of a three-member arbitral tribunal as well as a sole arbitrators must be qualified to practice law. He or she must have demonstrated experience sitting as an arbitrator. No deviation shall be allowed from this requirement.

Article 12 – Number of arbitrators

1. The proceedings shall be conducted before an uneven number of arbitrators.

2. If the parties have not agreed the number of arbitrators, or if the agreed method of determining that number is not carried out and the parties cannot reach agreement on the number, the administrator shall set the number at one or three, taking account of the parties' preference, the scope of the dispute, the complexity of the case and the parties' interest in efficient proceedings.

3. If the parties have agreed an even number of arbitrators, the arbitrators shall appoint an additional arbitrator who shall act as the chair of the arbitral tribunal. If the arbitrators fail to reach agreement in respect of the appointment of the additional arbitrator within fourteen days of accepting their mandate, such arbitrator shall be appointed at the request of the most diligent party in accordance with the provisions of Article 14.

Article 13 - Appointment of the arbitral tribunal

1. If an arbitral tribunal consisting of one arbitrator must be appointed, the parties, if no joint appointment has become evident by the short answer at the latest, shall notify the administrator of the name, the address, the place of residence, the telephone number and the e-mail address of the arbitrator jointly appointed by them within fourteen days after a request from the administrator to that end. If such a notice is not received within this period, the arbitrator shall be appointed in accordance with the provisions of Article 14.

2. If an arbitral tribunal consisting of three arbitrators must be appointed the claimant and the respondent shall each appoint an arbitrator. Any party that has not yet appointed an arbitrator shall appoint an arbitrator, stating the name, the address, the place of residence, the telephone number and the e-mail address of the arbitrator appointed, within fourteen days after a request from the administrator to that end. If no notice of such an appointment is received within this period, the arbitrator shall be appointed in accordance with the provisions of Article 14, it being understood that the list shall only be sent to the party that did not appoint an arbitrator on time.

3. If an arbitral tribunal consisting of three arbitrators must be appointed, the two arbitrators appointed in accordance with Article 13(2) shall jointly, if applicable with due observance of the wish referred to in paragraph 4, appoint a chair of the arbitral tribunal, stating the name, the address, the place of residence, the telephone number and the e-mail address of the chair, within fourteen days after a request from the administrator to that end. If no notice of such an appointment is received within this period, the chair shall be appointed in accordance with the provisions of Article 14.

4. If an arbitral tribunal consisting of three arbitrators must be appointed in arbitration proceedings between parties that do not have the same nationality, each of the parties may require that the chair shall not have the same nationality as any of the parties by giving notice to the administrator in the request for arbitration or the short answer, respectively. The administrator shall state this wish in the request referred to in paragraph 3.

5. The appointment of the arbitrator or the arbitrators in accordance with the procedures provided for in this Article 13 or in Article 14 shall take place within three months after the arbitration has been commenced.

6. If the parties have agreed a method of appointment of the arbitrator or arbitrators that deviates from the procedures provided for in this Article 13 or in Article 14, the appointment shall take place in the manner as agreed by the parties. If this method of appointment is not, or not entirely, performed within the time limit agreed by the parties or, in the absence of such time limit, within four weeks after the arbitration has been commenced, the appointment of the arbitrator or arbitrators shall take place in accordance with paragraphs 1 to 4, inclusive of this article.

Article 14 – List procedure

1. In derogation of the method of appointment provided for in Article 13, the parties may agree that the arbitrator or arbitrators shall be appointed in accordance with the list procedure provided for in this Article 14. In that event, the administrator shall send the list referred to in paragraph 2 as soon as possible after receipt of the short answer or, in the absence thereof, after expiry of the time limit for submitting the short answer.

2. The administrator shall send each of the parties an identical list of persons' names. This list shall contain at least three names in the event that one arbitrator is to be appointed and at least nine names, three of which being prospective chairmen, in the event that three arbitrators are to be appointed. A party may delete from the list the names of persons against whom this party has strong objections, and may number the remaining names in its order of preference. If the administrator has not received a list back from a party within fourteen days, it shall be assumed that all of the persons named on the list are equally acceptable to that party as arbitrator.

3. With due observance of the preferences and/or objections expressed by the parties, the administrator shall invite persons named on the list to serve as arbitrators. If the returned lists show that there are an insufficient number of persons on those lists who are acceptable as arbitrators to each of the parties, or a person will not or cannot accept the administrator's invitation to serve as arbitrator or proves unable to serve as arbitrator for any other reasons and an insufficient number of persons remain on the returned lists that are acceptable as arbitrators to each of the parties, the administrator shall be authorised to directly appoint one or several other persons as arbitrators.

4. If an arbitral tribunal must be appointed in arbitration proceedings between parties that do not have the same nationality in accordance with this article, each of the parties may require that, in the event of an arbitral tribunal consisting of one arbitrator, this arbitrator and, in the event of an arbitral tribunal consisting of three arbitrators, the chair will not have the same nationality as any of the parties by giving notice to the administrator in the request for arbitration or the short answer, respectively.

Article 15 - Appointment in the event of multiple claimants and/or respondents

1. If there are multiple claimants and/or respondents and the appointment of the arbitral tribunal shall take place in the manner provided for in Article 13, each of the joint claimants and the joint respondents shall appoint an arbitrator if an arbitral tribunal consisting of three arbitrators must be appointed.

2. If the joint claimants or the joint respondents fail to appoint an arbitrator within the time limit set in Article 13(2), the entire arbitral

tribunal shall be appointed in the manner provided for in Article 14.

Article 16 - Confirmation of appointment

1. The appointment of an arbitrator under the provisions of this section and Article 36(4) shall be confirmed by the administrator after receipt of the statement referred to in Articles 11(4) and 36(5), unless the arbitrator, in the administrator's opinion, offers insufficient safeguards for sound arbitration.

2. If the administrator does not confirm an appointment, he or she shall request the party that was entitled to appoint the arbitrator or the arbitrators appointed by the parties to appoint a different arbitrator or chair or, if the parties have so agreed, to appoint a different arbitrator or chair in accordance with the list procedure provided for in Article 14 within fourteen days. If the administrator refuses to confirm the appointment of the new arbitrator, the right of appointment shall lapse and the administrator shall directly appoint the relevant arbitrator.

Article 17 – Release from mandate

1. An arbitrator who has accepted his or her mandate may, at his or her own request, be released from his or her mandate either with the consent of the parties or by the administrator.

2. An arbitrator who has accepted his or her mandate may be released from his or her mandate by the parties jointly. The parties shall immediately notify the arbitrator and the administrator of the release.

3. An arbitrator who has accepted his or her mandate and who has become unable de jure or de facto to perform his or her mandate may, at the request of any party, be released from his or her mandate by the administrator.

4. An arbitrator who has accepted his or her mandate may be released from his or her mandate by the administrator of his or her own motion if he or she (i) has become unable de jure or de facto to perform his or her mandate, or (ii) does not perform his or her mandate in accordance with these Rules.

5. An arbitral tribunal that has accepted its mandate may, at the request of any of the parties, be released from its mandate by the administrator if, taking account of all the circumstances, it performs its mandate in an unacceptably slow manner despite reminders.

6. In the events mentioned in paragraphs 1, 3, 4 and 5, the administrator shall not proceed to release from the mandate until the parties have been given the opportunity to make their views known to him or her.

Article 18 - Replacement of an arbitrator

1. Unless the parties have agreed another manner of replacement, an arbitrator who has been released from his or her mandate or an arbitral tribunal that has been released from its mandate for any reason whatsoever shall be replaced pursuant to the rules applicable to the original appointment. The same shall apply in the event of the death of an arbitrator.

2. The proceedings shall be suspended by operation of law for the duration of the replacement. After replacement, the proceedings shall continue from the stage they had reached, unless the arbitral tribunal wishes to handle the case again in full or in part.

Article 19 - Challenge

1. An arbitrator may be challenged by a party in accordance with the provisions of this article if there are justifiable doubts as to his or her impartiality or independence. In the event a party wishes to challenge an emergency arbitrator, as described in Article 36(4), the challenge procedure described in Article 36(6) applies.

2. A party may only challenge an arbitrator appointed by that party for reasons of which that party became aware after the appointment was made. A party may not challenge an arbitrator appointed in accordance with Article 13(3) or Article 14 if it has acquiesced in this appointment, unless that party only became aware of the ground for the challenge afterwards.

3. The challenging party shall give written notice of the challenge, stating reasons, to the arbitrator concerned, the other party, the administrator and, if the arbitral tribunal consists of multiple arbitrators, the co-arbitrators. The notice shall be given within fourteen days of the communication referred to in Articles 11(3), 11(4) or 11(5) or, in other events, within fourteen days after the reason for the challenge becomes known to the challenging party.

4. The arbitral tribunal may suspend the arbitral proceedings from the day of receipt of the notice, as referred to in paragraph 3, or afterwards, pending the challenge procedure, from the moment that the arbitral tribunal considers appropriate.

5. If a challenged arbitrator does not resign within fourteen days after the day of receipt of a timely notice as referred to in paragraph 3, the Committee shall, at the request of the most diligent party, decide whether the challenge is well founded as soon as possible. The Committee may give the arbitrator who has been challenged and the parties the opportunity to be heard. The decision shall be sent by the administrator to the parties, the arbitrator and, if the arbitral tribunal consists of multiple arbitrators, the co-arbitrators.

6. If the challenged arbitrator resigns or if the Committee finds the challenge to be well founded, the challenged arbitrator shall be replaced in accordance with Article 18(1).

7. If a challenged arbitrator resigns, this does not imply acceptance that the reasons for the challenge are well founded.

8. A party that has reasons to challenge an arbitrator shall base a challenge request in accordance with the provisions of this article on these reasons, on pain of forfeiture of the right to invoke these reasons later in the arbitral proceedings or in court.

Article 20 - Secretary

At the request of the arbitral tribunal, the administrator may appoint a lawyer as the arbitral tribunal's secretary. The provisions of Articles 11, 16 and 19 shall apply mutatis mutandis.

SECTION FOUR- THE PROCEDURE (GENERAL)

Article 21 - Procedure in general

1. Without prejudice to the provisions of applicable mandatory arbitration law, the arbitral tribunal shall determine the manner in which and the time limits within which the proceedings will be conducted, with due observance of any arrangements between the parties in that regard and the provisions of these Rules and having regard to the circumstances of the arbitration.

2. The arbitral tribunal shall treat the parties equally. The arbitral tribunal shall give the parties the opportunity mutually to set out and explain their positions and to comment on each other's positions and on all documents and other information brought to the attention of the arbitral tribunal during the proceedings.

3. The arbitral tribunal shall guard against unreasonable delay of the proceedings and, if necessary, at the request of a party or of its own motion, take measures.

4. At any stage of the proceedings, at the request of a party or of its own motion, the arbitral tribunal may hold a meeting with the parties to discuss the course of the proceedings and/or further determine the disputed points of fact and law.

5. If a party fails to wholly or partially satisfy any provision mentioned in Section Four or any order, decision or measure of the arbitral tribunal under the provisions of Section Four, the arbitral tribunal may (i) draw any conclusions from such failure that it considers appropriate.

6. Each party may appear in the proceedings in person, or be represented by a practising lawyer or by a representative expressly authorised in writing for this purpose. Each party may be assisted by any persons of its choice.

7. If the parties have not determined the place of arbitration by agreement, such place shall, as soon as possible, be determined by the arbitral tribunal and communicated to the parties and to the administrator.

8. The arbitral tribunal may hold hearings, deliberate and hear witnesses and experts at any place, within or outside the Netherlands, it considers appropriate. Except in the events provided for in Articles 26(2) and 31, hearings shall be held in the presence of the full arbitral tribunal.

9. If the arbitral tribunal consists of multiple arbitrators, procedural matters of minor importance may be decided by the chair of the arbitral tribunal.

10. Instead of a personal appearance of a witness, an expert or a party, the arbitral tribunal may determine that the relevant person have direct contact with the arbitral tribunal and, insofar as applicable, with others by electronic means. The arbitral tribunal shall determine, in consultation with those concerned, which electronic means shall be used to this end and in which manner this shall occur.

Article 22 - File dispatch and determination of rules of procedure

1. After the appointment of all members of the arbitral tribunal has been confirmed, the administrator shall send the arbitration file to the arbitral tribunal.

2. As soon as possible after receipt of the arbitration file, the arbitral tribunal shall determine the rules of procedure following consultation with the parties, including a (provisional) schedule for the further course of the arbitration.

Article 23 - Exchange of statements

1. Unless the parties have agreed otherwise, the arbitral tribunal shall give the claimant and the respondent the opportunity to present a statement of claim and a statement of defence, respectively.

2. Unless the parties have agreed otherwise, the arbitral tribunal shall be free to determine whether any further statements may be

presented.

Article 24 – Counterclaim

1. A counterclaim shall be admissible if it is subject to the same arbitration agreement as the one on which the claim is based or if the same arbitration agreement has been expressly or tacitly declared applicable by the parties.

2. A counterclaim that is not presented at the latest with the statement of defence or, in the absence thereof with the first written or oral defence after the arbitral tribunal has accepted its mandate cannot be presented afterwards in the same arbitration except in exceptional circumstances at the arbitral tribunal's discretion.

3. Articles 10, 23, 32 and 34 shall apply mutatis mutandis to the counterclaim.

Article 25 - Hearing

1. The arbitral tribunal shall give the parties the opportunity to explain their case at an oral hearing, unless the parties waive that opportunity.

2. The arbitral tribunal shall determine the time and place of the hearing.

3. In addition to the parties and persons mentioned in Articles 20, 21(6), 28 and 29, the arbitral tribunal may admit other persons to the hearing after it has heard the parties in that regard.

Article 26 - Evidence in general

1. The arbitral tribunal shall be free to determine the rules of evidence, the admissibility of evidence, the division of the burden of proof and the assessment of evidence, unless the parties have agreed otherwise.

2. Having heard the parties, the arbitral tribunal may designate its chair to hear witnesses or experts or to conduct an on-site examination or viewing, unless the parties have agreed otherwise.

Article 27 - Production of documents

1. Unless the parties have agreed otherwise, the statements referred to in Article 23 shall, insofar as possible, be accompanied by the documents relied upon by the parties.

2. The arbitral tribunal may, at the request of any of the parties or of its own motion, order the inspection of a copy of or an extract from specific documents and/or specific categories of documents that the arbitral tribunal deems relevant for the dispute from the party which has these documents at its disposal, unless the parties have agreed otherwise. The arbitral tribunal shall determine the conditions under which and the manner in which inspection of a copy of or an extract from documents are provided.

Article 28 - Witnesses and experts

1. The arbitral tribunal may allow the parties to furnish evidence by hearing witnesses and experts or, at the request of any of the parties or of its own motion, order the parties to furnish evidence by hearing witnesses and experts.

2. The arbitral tribunal may determine the form in which statements of witnesses and experts are given. A party shall be free to submit written witness statements or expert advice it has obtained along with the statements referred to in Article 23. If a party so requests or if the arbitral tribunal so determines, the party submitting the advice shall call the expert to provide a further explanation at the hearing.

3. If an oral examination of witnesses or experts takes place, the arbitral tribunal shall determine the time, place and order for the oral examination and the manner in which the examination will be conducted.

4. The names of the witnesses or experts that a party wishes to have heard shall be communicated to the arbitral tribunal and the other party in a timely manner.

5. If the arbitral tribunal considers it necessary, it shall hear the witnesses after they have sworn or affirmed that they will tell the whole truth and nothing but the truth.

6. The arbitral tribunal shall decide whether and in what form a report of the examination will be drafted. If the chair of the arbitral tribunal hears the witnesses or experts in accordance with Article 26(2), a report of the examination shall in any event be drafted.

Article 29 - Assistance to the arbitral tribunal

1. The arbitral tribunal may appoint one or more experts to give written advice. The arbitral tribunal shall consult the parties regarding the terms of reference to be issued to the experts. The arbitral tribunal shall send the parties a copy of the appointment and the terms of reference of the experts as soon as possible.

2. If a party does not provide the expert with the information he or she requires or render the cooperation he or she needs, the expert may request that the arbitral tribunal order the relevant party to do so.

3. After receipt of the expert's report, the arbitral tribunal shall send a copy thereof to the parties as soon as possible.

4. At the request of any of the parties, the experts shall be heard at a hearing of the arbitral tribunal. If a party wishes to make such a request, it shall so notify the arbitral tribunal and the other party as soon as possible. At the hearing, the arbitral tribunal shall give the parties the opportunity to ask the experts questions and to present their own experts.

5. Without prejudice to the provisions in paragraph 4, the arbitral tribunal shall give the parties the opportunity to be heard regarding the advice of the experts appointed by the arbitral tribunal.

6. The arbitral tribunal may call in technical assistance in the arbitral proceedings and make arrangements for the presence of an interpreter at the hearing.

Article 30 - On-site inspection

The arbitral tribunal may, at the request of any of the parties or of its own motion, examine a local situation or conduct a viewing, within or outside the Netherlands. The arbitral tribunal shall give the parties the opportunity to be present at the on-site examination or viewing.

Article 31- Personal appearance of the parties

At any stage of the proceedings, the arbitral tribunal may order the parties to appear at a hearing in person for the purpose of providing information or attempting to arrive at a settlement. Having heard the parties, the arbitral tribunal may designate its chair to hold the hearing, unless the parties have agreed otherwise.

Article 32 – Amendment of claim

1. A party may amend or increase its claim or the grounds thereof until the beginning of the last hearing or, if no hearing is held, in the last admissible statement at the latest. This shall not be permitted afterwards, except in special events at the arbitral tribunal's discretion. A party may reduce its claim at any time.

2. The other party is authorised to object to an amendment or increase if it will be unreasonably hindered in its defence or the proceedings will be unreasonably delayed as a result. Having heard the parties, the arbitral tribunal shall decide on the other party's objection as soon as possible.

3. In the event of a party's non-appearance as referred to in Article 34, the arbitral tribunal shall give this party the opportunity to comment on an amendment or increase.

Article 33 - Withdrawal of a request for arbitration

1. The claimant may withdraw its request for arbitration as long as the respondent has not presented a statement of defence as referred to in Article 23 or, if there is no written treatment, as long as no hearing has been held.

2. Afterwards, the request for arbitration may only be withdrawn with the respondent's permission, without prejudice to the provisions of Articles 54(5) and 56(6).

3. The administrator and, after acceptance of its mandate, the arbitral tribunal shall confirm the withdrawal through the intervention of the administrator.

Article 34 - Default of a party

1. If the claimant fails to present a statement of claim as referred to in Article 23 within the time limit determined by the arbitral tribunal or to reasonably explain its claim within a time limit determined by the arbitral tribunal in accordance with an order of the arbitral tribunal, without asserting well founded reasons, the arbitral tribunal may, by award, or in another manner it considers appropriate, bring an end to the arbitral proceedings.

2. If the respondent fails to present a statement of defence as referred to in Article 23 within the time limit determined by the arbitral tribunal, without asserting well founded reasons, the arbitral tribunal may immediately make an award.

3. In the award referred to in the second paragraph, the claim shall be wholly or partially awarded, unless it appears to the arbitral tribunal to be unlawful or unfounded. The arbitral tribunal may, before making its award, require proof from the claimant of one or more of its assertions.

4. If a party, although reasonably having been called, fails to appear at the hearing without asserting well founded reasons, the arbitral tribunal may continue the arbitral proceedings and make an award.

SECTION FOUR A – PROVISIONAL RELIEF

Article 35 - Interim and Conservatory measures

1. Unless the parties have otherwise agreed, the arbitral tribunal may, at the request of any party, order any interim and conservatory measures it deems appropriate.

2. Any such measure shall take the form of a reasoned order, or of an award, whichever one the arbitral tribunal considers most appropriate. Should the arbitral tribunal issue its decision in the form of an award, Sections Five and Six apply mutatis mutandis.

3. The arbitral tribunal may make the granting of any such measure subject to appropriate security being furnished by the requesting party.

4. Before the file is transmitted to the arbitral tribunal, and in appropriate circumstances even thereafter, the parties may apply to any competent judicial authority for interim or conservatory measures. The application of a party to a judicial authority for such measures or for the implementation of any such measures ordered by an arbitral tribunal shall not be deemed to be an infringement or a waiver of the arbitration agreement and shall not affect the relevant powers reserved to the arbitral tribunal. Any such application and any measures taken by the judicial authority must be notified without delay to the arbitral tribunal and the administrator.

Article 36 - Emergency measures

1. Except if the parties have agreed otherwise, a party that needs urgent interim or conservatory measures that cannot await the constitution of the arbitral tribunal, may make a request for such measures.

2. The party requesting the interim and conservatory measures shall send the request to the administrator and to all other parties. The request shall contain (i) the particulars mentioned in Article 7(2)(a), (b), (c), (d), (e), (f) and (j), (ii) the agreed place of arbitration, language of the arbitration as well as the applicable rules of law; (iii) a description of the nature and circumstances of the claim; and (iv) a statement of the relief sought. Articles 7(3) and 7(4) shall apply.

3. Any such request shall be accepted only if it is received by the administrator prior to the transmission of the arbitration file to the arbitral tribunal in accordance with Article 22 and irrespective of whether the party making the request has already submitted its request for arbitration.

4. The administrator shall appoint an emergency arbitrator who shall provisionally decide on the measures urgently requested. The said appointment shall take place in principle within two days of the receipt of the request by the administrator and following proof of payment of the paid administration costs and deposited deposit. The provisions of Section Six apply to emergency measures. Immediately upon his or her appointment, the emergency arbitrator shall receive the file from the administrator.

5. Prior to accepting appointment, a prospective emergency arbitrator shall disclose to the administrator any circumstances that may give rise to justifiable doubts as to his or her impartiality or independence. For the avoidance of doubt, the parties shall be informed and as of such moment shall communicate directly with the emergency arbitrator, with a copy to the other party and to the administrator. Articles 11(2), 11(3), 11(4), 11(5), 16, 17, 18(2), 19 and 20 shall apply. In the events provided for in Article 18(1), a new arbitrator shall be appointed by method provided in paragraph 4 of this Article.

6. A challenge against the emergency arbitrator must be made within three days of the communication by the administrator to the parties of the appointment of the emergency arbitrator and the circumstances disclosed or from the date when that party was informed of the facts and circumstances on which the challenge is based. If such date is subsequent to the receipt of such communication, the challenge shall be decided by the Committee after the administrator has afforded an opportunity for the emergency arbitrator and the other party or parties to provide comments in writing within a suitable period of time.

7. An emergency arbitrator may not act as an arbitrator in any future arbitration relating to the parties' dispute, unless otherwise agreed by the parties.

8. If the parties have agreed on the place of arbitration, such place shall be the place of arbitration of the proceedings for emergency measures. Failing such an agreement, the place of arbitration of the proceedings for emergency measures shall be determined by the emergency arbitrator, without prejudice to the arbitral tribunal's determination of the place of the arbitration under Article 21(7).

9. The emergency arbitrator shall, as soon as possible but, in any event, within two days of his or her appointment, establish a procedural timetable for the emergency arbitrator proceedings. The emergency arbitrator shall organize the proceedings in the manner which he

or she deems to be the most appropriate. In all cases, the emergency arbitrator shall act fairly and impartially and shall ensure that each party has a reasonable opportunity to present its case.

10. In principle, the emergency arbitrator shall render his or her decision at the latest within fifteen days of his or her receipt of the file. The decision shall be in writing and shall include the reasoning upon which the decision is based. The decision shall be in the form of a reasoned order. The costs associated with any request for emergency measures pursuant to this Article 36 may initially be apportioned by the emergency arbitrator, subject to the power of the arbitral tribunal to determine finally the apportionment of such costs. The emergency arbitrator shall send his or her decision to the administrator and the administrator shall send the decision on behalf of the emergency arbitrator to the parties. The parties agree that any such order shall be binding on the parties from the date it is made, and undertake to carry out the interim order immediately and without delay.

11. The emergency arbitrator shall have no power to act after the arbitral tribunal is appointed. The emergency arbitrator's order shall not bind the arbitral tribunal with respect to any question, issue or dispute determined in the order. The arbitral tribunal may modify, terminate or annul the order or any modification thereto made by the emergency arbitrator. The arbitral tribunal shall decide upon any party's requests or claims related to the emergency arbitrator proceedings, including the reallocation of the costs of such proceedings and any claims arising out of or in connection with the compliance or non-compliance with the order.

12. The provisions under this Article 36 do not prevent a party from seeking urgent interim or conservatory measures from a competent judicial authority at any time prior to making an application for such measures, and in appropriate circumstances even thereafter. Any application for such measures from a competent judicial authority shall not be deemed to be an infringement or a waiver of the arbitration agreement. Any such application and any measures taken by the judicial authority must be notified without delay to the emergency arbitrator and administrator.

SECTION FOUR B – EXPEDITED ARBITRAL PROCEEDINGS

Article 37 – Application of the expedited arbitral proceedings

1. This Section Four B applies if:

   (a) the agreement(s) to arbitrate before the Hague CAA or pursuant to these Rules was entered into on or after 31 August 2022; and

   (b) the amount in dispute does not exceed €10 million and the parties have not excluded the application of this Section Four B of these Rules; or

   (c) irrespective of the amount in dispute, the parties have agreed in writing in respect of a particular dispute or disputes that this Section Four B shall apply.

2. The amount in dispute as referred to in paragraph 1(b) of this Article 37 shall be determined by the administrator by adding together the total monetary amount of the claims stated by the claimant in the request for arbitration and the monetary amount of any counterclaims stated by the respondent in a short answer, both including interest. After submission of the short answer, the respondent shall no longer be permitted to make a counterclaim, unless the arbitral tribunal decides otherwise. No increase in the claim or counterclaim as set out in the request for arbitration or in the short answer shall be permitted, except with the consent of the arbitral tribunal. If the arbitral tribunal agrees to any counterclaim and/or to any increase in a claim or counterclaim, the fact that the total amount in dispute exceeds €10 million shall have no effect on the applicability of this Section Four B with respect to the dispute or disputes in question.

3. This Section Four B shall not apply in presence of declaratory or non-monetary claims, the value of which cannot be determined, unless the administrator is of the opinion that such claims merely serve to support of a monetary claim as referred to in Article 1(b) of these Rules.

4. The provisions of the Sections Two to Four A and C, Five to Seven shall only apply in so far as reference is made to those provisions in this Section. The First Section of the Rules shall apply without prejudice to expedited proceedings.

5. The application of the provisions contained and referred to in this Section Four B are expressly subject to the applicable mandatory law.

Article 37a - Commencement of expedited arbitral proceedings

1. Expedited proceedings shall be commenced by submitting a request for arbitration for expedited arbitral proceedings to the administrator. Expedited proceedings shall be deemed to have been commenced on the day on which the administrator receives a request for arbitration for expedited arbitral proceedings.

2. The request for arbitration shall contain the information mentioned in Article 7(2) under (a), (b), (c), (d), (e), (f) and (j) of the Rules, the agreed place of arbitration, the claimant's preference as to the qualifications of the arbitrator, the language of the arbitration, and shall clearly state that the request for arbitration relates to expedited arbitral proceedings. Article 7(3) and (4) of the Rules shall apply mutatis mutandis.

3. The claimant shall immediately and properly bring a copy of the request, along with any documents, to the attention of every

respondent. Proof that notice has been given to every respondent shall be submitted by the claimant to the administrator ten days after confirmation of receipt of the request for arbitration for expedited arbitral proceedings by the administrator at the latest.

4. The administrator shall invite each respondent to submit a short answer within ten days after an invitation to do so. Any counterclaims shall be included in the short answer at the latest, unless the arbitral tribunal decides otherwise. A short answer shall contain the information referred to in Article 8 (2)(a), (b), (c), (f), (g) and (3) of the Rules, as well as a response to the information referred to in article 7(2)(e) and (f) of the Rules and, if any, the respondent's preferences as to the qualifications of the arbitrator and the language of the arbitral proceedings. The short answer shall also contain an assessment of the monetary amount of each claim as set out in the request for arbitration, in addition to the information referred to in Article 8(3) of the Rules.

5. Upon receipt of the short answer for each of the respondents, but no later than ten days after inviting each of the respondents to submit such short answer, the administrator shall decide, within 48 hours, whether the expedited arbitral proceedings procedure *prima facie* applies to the dispute and whether the dispute is *prima facie* suitable for application of this Section Four B. The administrator shall do so by reference to the request for arbitration for expedited arbitral proceedings and the short answer submitted by each of the respondents.

6. If the administrator decides that the dispute can be dealt with in expedited arbitral proceedings, the administrator shall appoint an arbitral tribunal for expedited arbitral proceedings on the basis of Article 37b of the Rules.

7. If the administrator decides that the dispute cannot be handled in expedited arbitral proceedings, the administrator shall notify the parties accordingly and enquire as to whether the claimant wishes to continue the proceedings in any other type of proceedings under these Rules, subject to the applicable provisions under these Rules, including arbitral proceedings on the merits.

Article 37b - The arbitral tribunal in expedited arbitral proceedings

1. As soon as possible after the decision referred to in Article 37a(6), the administrator shall appoint the arbitral tribunal, which shall consist of one arbitrator. If the parties have agreed on a method of appointment of the arbitral tribunal and/or a multiple number of arbitrators, such agreement shall not be applied with regard to the appointment and composition of the arbitral tribunal referred to in the previous sentence unless the parties have expressly provided for a particular method of appointment of an arbitral tribunal in expedited arbitral proceedings or if mandatory provisions in the applicable law so provide. No person shall be precluded from appointment as arbitrator in expedited arbitral proceedings on grounds of nationality.

2. The administrator shall appoint a sole arbitrator by selecting three suitable candidates eligible for appointment in expedited arbitral proceedings. The administrator shall send to each of the parties a list with the names of three persons who are eligible to be appointed as arbitrators. A party may strike out from the list the names of persons against whom it has serious objections, and number the remaining names in the order of its preference and shall return the list to the administrator exclusively within two working days of receipt. If the administrator does not receive a list from a party within two working days, it shall be presumed that all persons on the list are equally acceptable to that party as arbitrators.

3. The administrator, having regard to any preferences and/or objections expressed by the parties, shall invite persons on the list to act as arbitrators. Based on the preferences and/or objections expressed by the parties, the administrator shall then appoint an arbitrator.

4. If it appears from the lists returned by the parties that there are not sufficient persons on the list who are acceptable to each of the parties as arbitrators, or if a person will not or cannot accept the administrator’s invitation to act as arbitrator or for other reasons cannot act as arbitrator, the administrator shall proceed to appoint directly a person who was not on the list provided to the parties.

5. The arbitral tribunal shall be appointed in accordance with the procedure laid down in this Article 37b within one month of the commencement of the expedited arbitral proceedings.

6. Articles 11(1), (2), (3), (4) and (5), 16, 17, 18, 19 and 20 of the Rules shall apply mutatis mutandis to expedited arbitral proceedings. In the case referred to in Article 18(1) of the Rules, a new arbitrator shall be appointed in the manner provided for in paragraphs 1, 2 and 3 of this Article 37b.

Article 37c – Expedited arbitral proceedings

1. Throughout the proceedings, the arbitral tribunal, the parties and their representatives shall act in an efficient and expeditious manner, given the nature of these proceedings.

2. Within 48 hours of its appointment, the arbitral tribunal shall determine, in consultation with the parties, a date, time and form for a case management conference. The case management conference shall be organized to enable the arbitral tribunal to establish a procedural calendar and issue procedural orders. The case management conference shall be conducted virtually and shall take place as soon as possible and no later than ten days after the date of constitution of the tribunal, subject to any extension of this time limit granted by the administrator.

3. At the case management conference, the arbitral tribunal shall address, notably:

   (a) the amount in dispute, with a view to determine the suitability of the dispute for expedited arbitral proceedings, also by reference to paragraph 7, below;

(b) the need to agree on the use of certain electronic formats and/or electronic devices in the context of the expedited arbitral proceedings in order to ensure the effective and efficient use of electronic means of communication; and

(c) any requests by the parties for the production of documents and any requests for further taking of evidence. Such requests should be proportionate, in particular taking into account the circumstances of the case, the nature of the dispute and the applicable law.

4. The parties shall each be permitted to file one written submission: a statement of claim and a statement of defence. The claimant shall be entitled to defend itself against a counterclaim, which shall be done in a statement of reply concerning the counterclaim. This shall apply unless otherwise agreed between the parties and the arbitral tribunal.

5. There shall be one hearing at which the claims shall be addressed, unless the parties and the tribunal agree to waive such hearing.

6. The hearing shall take place virtually, by videoconference, unless the parties and the arbitral tribunal agree otherwise or the arbitral tribunal orders it. In exceptional circumstances, the tribunal may decide to hold further hearings.

7. Such a hearing shall also provide, where appropriate, for the taking of evidence in proportion to, in particular, the relevant circumstances, the nature of the dispute and the applicable law.

8. Articles 3, 4, 5, 6, 10, 21(2), (3) and (5), 26, 27 to 31 inclusive, 33, 34, 35(1), 38, 39 and Section Seven, including Article 62 of the Rules shall apply mutatis mutandis to expedited arbitral procedures. Articles 32 of the Rules shall also apply mutatis mutandis to expedited arbitral proceedings, albeit that the term last hearing shall be taken to refer to the first, and in principle only, hearing on the merits referenced in paragraph 5 of this Article 37c.

9. If, in exceptional circumstances, the arbitral tribunal finds that the case is not or no longer suitable to be decided in expedited arbitral proceedings, the administrator shall inform the parties accordingly and shall inquire whether claimant wishes to continue the proceedings in another form of proceedings under these Rules, with due regard for the applicable provisions under these Rules, including arbitral proceedings on the merits.

10. The provisions of Section Six shall apply to expedited arbitral proceedings, it being understood that the deposit must be deposited prior to the case management conference referenced under paragraph 2 of this Article 37c.

11. The arbitral tribunal is authorised to stay or suspend any of its or the parties' procedural obligations, including a decision, if any of the parties has failed to satisfy its payment obligations pursuant to paragraph 10 of this Article 37c. If, after a single reminder from the administrator, a party fails to satisfy its payment obligations with respect to the administration costs and the deposits within the time limit specified by the administrator, it shall be deemed to have withdrawn its claim or counterclaim.

Article 37d – Arbitral award in expedited arbitral proceedings

1. The arbitral tribunal should endeavour to render its final award within five months from the date of the case management conference, but in any event no later than six months after that date. This time limit may be extended with the approval of the parties, or in the absence thereof, the administrator.

2. Articles 41(2), 42 to 52 of the Rules shall apply mutatis mutandis to expedited arbitral proceedings.

SECTION FOUR C – THE PROCEDURE AND THIRD PERSONS

Article 38 - Joinder and intervention

1. At the written request of a third person who has an interest in arbitral proceedings to which these Rules apply, the arbitral tribunal may allow that person to join or intervene in the proceedings, provided that the same arbitration agreement as between the original parties applies or enters into force between the parties and the third person. By the allowance of the joinder or intervention, the third person shall become a party to the arbitral proceedings.

2. The request shall be submitted to the administrator. The administrator shall send a copy of the request to the parties and to the arbitral tribunal as soon as possible.

3. The arbitral tribunal shall give the parties the opportunity to make their opinions on the request known. The arbitral tribunal may give the third person the opportunity to make its opinion on the request known.

4. The arbitral tribunal may suspend the proceedings after receipt of a request as referred to in paragraph 1. After the lifting of the suspension or allowance of a joinder or an intervention, the arbitral tribunal shall arrange the further course of the proceedings, unless the parties have made provision for this by agreement.

5. Regardless of whether the same arbitration agreement as between the original parties applies or enters into force between the parties and the third person, by submitting the request for joinder or intervention, the third person agrees that the provisions of Section

Six and Article 62 shall apply.

Article 39 - Impleader

1. At the request of a party, the arbitral tribunal may allow that party to implead a third person, provided that the same arbitration agreement as between the original parties applies or enters into force between the interested party and the third person.

2. The arbitral tribunal shall give the parties and the third person the opportunity to make their opinions on the request known.

3. The arbitral tribunal shall not allow the impleader if the arbitral tribunal finds it implausible, in advance, that the third person will be required to bear the adverse consequences of a possible award against the interested party or is of the opinion that impleader proceedings are likely to cause unreasonable or unnecessary delay of the proceedings.

4. After allowance of an impleader, the interested party shall send the notice of impleader to the arbitral tribunal, the administrator and the other party as soon as possible.

5. Article 38(4) shall apply mutatis mutandis.

Article 40 - Consolidation

1. In respect of arbitral proceedings pending in the Netherlands to which these Rules apply, a party may request that a third person to be appointed in accordance with paragraph 3 order consolidation with other arbitral proceedings pending within or outside the Netherlands to which these Rules apply, unless the parties have agreed otherwise.

2. The request shall be submitted to the administrator. The administrator shall send a copy of the request to all parties and, if appointed, to the arbitrators as soon as possible. Each of the pending arbitral proceedings may be suspended by the arbitral tribunal from the day of receipt of the request.

3. The third person shall be appointed as follows:

   (a) the administrator invites the parties to jointly appoint a third person within fourteen days;

   (b) if the parties have not appointed a third person within this time limit, the administrator shall appoint a third person directly;

   (c) unless all parties have agreed otherwise, none of the arbitrators appointed in the arbitral proceedings whose consolidation is requested shall be appointed as a third person; and

   (d) Articles 11, 17, 18, 19 and 20 shall apply mutatis mutandis to the appointment of the third person.

4. Consolidation may be ordered insofar as it does not cause unreasonable delay in the pending proceedings, also in view of the stage they have reached, and the two arbitral proceedings are so closely connected that good administration of justice renders it expedient to hear and determine them together to avoid the risk of irreconcilable decisions resulting from separate proceedings.

5. The third person may grant or refuse the request, after such person has given all parties and, if appointed, the arbitrators an opportunity to make their opinions known. The administrator shall communicate the decision to all parties and the arbitral tribunals concerned.

6. If the third person orders consolidation, the parties shall, in mutual consultation, appoint the arbitrator or arbitrators, in an uneven number, to the consolidated proceedings. If the parties fail to reach agreement in this regard within four weeks of the order for consolidation, the third person shall, at the request of the most diligent party, appoint the arbitrator or arbitrators. Articles 11(3), 11(4) and 16 shall apply mutatis mutandis. These Rules shall continue to apply to the consolidated arbitral proceedings.

7. The mandate of the arbitrator or arbitrators who are not appointed again shall terminate upon the appointment of the arbitrator or arbitrators to the consolidated proceedings. The third person shall, if necessary, determine the remuneration for the work already carried out by the arbitrator or arbitrators with due observance of the provisions of Article 55.

8. The provisions of Section Six shall apply mutatis mutandis to the request for consolidation.

SECTION FIVE – THE AWARD

Article 41 - Time limit

1. At the end of the hearing as referred to in Articles 25, the arbitral tribunal shall communicate to the parties at which time the arbitral tribunal will make its award. If the parties decided not to hold a hearing as referred to in Article 25, the notice shall be sent after presentation of the last statement. The arbitral tribunal shall be authorised to extend the time limit one or more times if necessary. In any event the arbitral tribunal shall decide expeditiously.

2. The mandate to the arbitral tribunal shall continue until its last final award is sent to the parties or, in the event referred to in Article 46(1)(b), upon the deposit of the last final award with the registry of the district court, without prejudice to the provisions of Articles 48 to 50, inclusive.

Article 42 - Types of award

The arbitral tribunal may make a final award, a partial final award or an interim award.

Article 43 - Measure for decision-making

1. The arbitration tribunal shall decide in accordance with the rules of law.

2. If a choice of law has been made by the parties, the arbitral tribunal shall decide in accordance with the rules of law designated by the parties. Failing such designation of law, the arbitral tribunal shall decide in accordance with the rules of law which it considers appropriate.

3. The arbitral tribunal shall decide as amiable compositeur if the parties, by agreement, have authorised it to do so.

4. In any event, in its decision the arbitral tribunal shall take into account any applicable trade usages.

Article 44 - Decision and signing

1. If the arbitral tribunal consists of multiple arbitrators, it shall decide by a majority of votes.

2. The award containing the decision shall be drawn up in quadruplicate in writing and signed by the arbitrator or arbitrators.

3. If a minority of the arbitrators refuses to sign, this shall be stated by the other arbitrators in the award signed by them. A similar statement shall be made if a minority is incapable of signing and it is unlikely that the impediment will cease to exist shortly.

4. The award shall not state a minority opinion. However, a minority may express its opinion to the co-arbitrators and the parties in a separate written document. This document shall not be considered to be a part of the award.

Article 45 - Contents of the award

1. The award shall in any event contain:

   (a) the name and place of residence of the arbitrator or each of the arbitrators;

   (b) the name and place of residence of each of the parties;

   (c) a brief summary of the proceedings;

   (d) a description of the claim and, if submitted, of the counterclaim;

   (e) the reasons for the decision given in the award;

   (f) the determination and order to pay the arbitration costs as referred to in Article 58;

   (g) the decision;

   (h) the place where the award is made, as determined by the parties or by the arbitral tribunal, with the determination of the place of arbitration in accordance with Article 21(7); and

   (i) the date on which the award is made.

2. If the award is a decision to grant provisional relief, a partial final award or an interim award, the determination of and the order to pay the arbitration costs mentioned in paragraph 1(f) may be stayed until a later point in the proceedings.

3. In derogation of the provisions of paragraph 1(e), the award shall contain no grounds for the decision given if, after the arbitration has been commenced, the parties agree in writing that no grounds shall be given for the decision.

Article 46 - Sending and deposit of the award

1. The administrator shall ensure on behalf of the arbitral tribunal that, as soon as possible:

(a) an original of the award, or a copy thereof certified by an arbitrator or by the administrator as the designated third person, is sent to the parties; and

(b) if the parties have so requested from the administrator before the award is made, an original of a final or partial final award made in the Netherlands is deposited with the registry of the district court within whose district the place of arbitration is located, after which the administrator shall notify the parties and arbitral tribunal of the date of deposit as soon as possible.

2. An original of the award shall remain in the NAI archives for a period of ten years. During that period, each of the parties may request the administrator to provide a certified copy of the award at cost.

Article 47 - Binding effect of the award

An arbitral award shall be binding upon the parties with effect from the day on which it is made. By agreeing arbitration before or by the Hague CAA or according to the Rules of the Hague CAA, the parties shall be deemed to have accepted the obligation to comply with the award as soon as possible.

Article 48 - Rectification of the award

1. A party may, within two months after the date of the award, request that the arbitral tribunal correct a manifest computing error, clerical error or other error that lends itself to simple rectification in the award.

2. If the particulars referred to in Article 45(1)(a), (b), (h) and (i) are stated incorrectly or are partially or wholly absent from the award, a party may, within two months after the date of the award, request that the arbitral tribunal correct such particulars.

3. The request shall be submitted to the administrator. The administrator shall send a copy of the request to the arbitral tribunal and the other party as soon as possible.

4. The arbitral tribunal may, within two months after the date of the award, also of its own motion, proceed to the correction referred to in paragraph 1 and paragraph 2.

5. Before the arbitral tribunal decides on the request referred to in paragraph 1 or paragraph 2, or decides of its own motion to proceed to the correction as referred to in paragraph 4, it shall give the parties the opportunity to comment on the matter.

6. If the arbitral tribunal proceeds to the correction, it shall be mentioned by the arbitral tribunal in a separate document, which document shall be considered to be a part of the award. The document shall be drawn up in quadruplicate and shall contain:

(a) the particulars stated in Article 45(1) (a) and (b);

(b) a reference to the award to which the rectification relates;

(c) the correction;

(d) the date of the correction, it being understood that the date of the award to which the correction relates remains decisive; and

(e) a signature to which the provisions of Article 44 apply.

7. The administrator shall ensure that the document referred to in paragraph 6 will be sent to the parties as soon as possible; the provisions of Article 46(1) shall apply mutatis mutandis.

8. If the arbitral tribunal denies the request for the correction, it shall so notify the parties by intervention of the administrator.

Article 49 – Additional award

1. Within two months after the date of the award, any party may request the arbitral tribunal to make an additional award as to any one or more claims or counterclaims presented to the arbitral tribunal but not decided by it.

2. The request shall be submitted to the administrator. The administrator shall send a copy of the request to the arbitral tribunal and the other party as soon as possible.

3. Before the arbitral tribunal decides on the request, it shall give the parties the opportunity to comment on the matter.

4. An additional award shall constitute an arbitral award to which the provisions of this section shall be applicable.

5. If the arbitral tribunal denies a request for an additional award, it shall so notify the parties by intervention of the administrator. If the award regarding which an additional award was requested is deposited with the registry of the district court in accordance with the provisions of Article 46(1)(b), the administrator shall ensure deposit, on behalf of the arbitral tribunal, of a copy of this notice, signed by an arbitrator or the secretary of the arbitral tribunal, with the registry in the same manner.

Article 50 – Remission during setting aside proceedings

1. If, during setting aside proceedings against an arbitral award made with due observance of the provisions of this section, the competent court enables the arbitral tribunal by remission to reverse the ground for setting aside, the arbitral tribunal's mandate shall revive at the time referred to in paragraph 2 in the sense that it shall be expected to reverse the ground for setting aside indicated by the competent court if possible, by reopening the arbitral proceedings or by taking any other measure considered appropriate by the arbitral tribunal.

2. The most diligent party shall notify the administrator as soon as possible of the decision by the competent court, submitting a copy of the decision and sending a copy to the other party at the same time. The administrator shall ensure that the notice is sent to the arbitral tribunal. The further mandate of the arbitral tribunal referred to in paragraph 1 shall commence on the day of receipt of the notice by the arbitral tribunal.

3. In the event of remission, the arbitral tribunal, having heard the parties, shall decide on the further rules of procedure. The provisions of Section Four shall only apply insofar as the arbitral tribunal so determines. In addition to Articles 56(1) and 56(4), the administrator shall be authorised to require a deposit for the fees and disbursements of the arbitrator or arbitrators from the party that he or she deems to be the most diligent party.

4. Before the arbitral tribunal decides, it shall give the parties the opportunity to be heard.

5. If the arbitral tribunal finds that the ground for setting aside is capable of being reversed, it shall make a corresponding arbitral award that replaces the award in respect of which the claim for setting aside was presented.

Article 51 – Arbitral award on agreed terms

1. If the parties reach a settlement during the proceedings, the parties may jointly request the arbitral tribunal to record its contents in an arbitral award.

2. The award on agreed terms referred to in paragraph 1 shall be regarded as an arbitral award to which the provisions of this section shall be applicable, it being understood that the award, in derogation of the provisions of Article 45(1)(e) need not contain any grounds for the decision rendered.

Article 52 - Publication of the award

The NAI shall be authorised to have the award published without stating the names of the parties and leaving out all other information that might reveal the parties' identities, unless a party objects to such publication with the administrator within two months of the date of the award. The Hague CAA shall be authorized to have the award published in the same manner.

SECTION SIX - COSTS

Article 53 - Costs of the arbitration

The costs of the arbitration shall be understood to mean the costs mentioned in Articles 54, 55, 57 and the other costs necessarily incurred in the arbitration in the opinion of the arbitral tribunal.

Article 54 - Administration costs

1. Upon commencing the arbitration, the claimant shall owe the NAI administration costs in accordance with the provisions of paragraph 2. The administrator shall notify the claimant of this amount as soon as possible after receipt of the request for arbitration.

2. The administration costs shall be calculated on the basis of the total monetary interest of the claims, including contingent claims, using the scale determined by the NAI Executive Board as included in Appendix A to these Rules. The NAI Executive Board may make interim changes to this scale in accordance with the provisions of Article 63. In the event that the administration costs cannot be calculated on the basis of the scale, the administrator shall decide.

3. In the event that a counterclaim, including a contingent counterclaim, is submitted, the respondent shall also be charged administration costs according to the provisions of paragraph 2. The administrator shall notify the respondent of this amount as soon as possible after the counterclaim has been presented.

4. In the event of an increase of claim or counterclaim or if it emerges during the proceedings that the total monetary interest is higher than assumed by the administrator at the time notice was given as referred to in paragraph 1 or paragraph 3, the claimant and the respondent, respectively, shall owe a supplemental amount of administration costs according to the provisions of paragraph 2.

5. The administrator shall see to the collection of the administration costs owed. If, after a second reminder from the administrator, the administration costs owed by a party are not received by the NAI within fourteen days, this party shall be deemed to have withdrawn its claim or counterclaim.

6. If a claimant withdraws its request for arbitration before the arbitration file is sent to the arbitral tribunal, it shall receive back half of the administration costs it has paid. The same applies if a respondent withdraws its counterclaim before the arbitration file is sent. In other events, the administration costs shall not be reimbursed.

Article 55 - Arbitrator fees and disbursements

1. The fees and disbursements of the arbitrator or arbitrators shall be reasonably determined by the administrator after consulting with the arbitrator or arbitrators.

2. If an arbitrator is released from his or her mandate before the last final award, such arbitrator may claim reasonable compensation, to be determined by the administrator, for fees and disbursements, except in special circumstances at the administrator's discretion.

3. If the arbitral tribunal's mandate is terminated before the last final award, the arbitrator or arbitrators may also claim reasonable compensation, to be determined by the administrator, for fees and disbursements, unless termination is effected pursuant to Article 17(5).

4. In determining the fee, the time that the arbitrator or arbitrators devoted to the proceedings, the monetary interest of the claims and counterclaims and the complexity of the proceedings shall be taken into account, using the hourly rate scale determined by the NAI Executive Board as included in Appendix B to these Rules.

Article 56 - Deposit

1. The administrator shall require a deposit from the claimant from which, insofar as possible, the fees and disbursements of the arbitrator or arbitrators shall be paid. If the respondent has submitted a counterclaim, including a contingent counterclaim, the administrator may also require a deposit from the respondent for the same.

2. The costs of the secretary, the expert appointed by the arbitral tribunal, technical assistance and an interpreter shall also be paid from the deposit, if and insofar as these costs were incurred by the arbitral tribunal. If the parties have agreed to deposit the award with the court registry, the deposit shall also be used to pay the associated costs.

3. As soon as possible after the arbitration file has been sent, the arbitrator or the chair shall consult with the administrator regarding the scope of work expected from him, in order to determine the amount of the deposit.

4. The administrator may require the claimant and/or the respondent to increase the deposit until fourteen days after the last hearing at the latest or, in the absence of a hearing, until fourteen days after receipt by the arbitral tribunal of the last permitted statement at the latest.

5. The administrator shall notify the arbitral tribunal of the deposit.

6. The arbitral tribunal shall be authorised to suspend the arbitration in respect of the claim or the counterclaim as long as the relevant party has not made the deposit required. If the NAI does not receive the deposit required from a party within fourteen days after a second reminder from the administrator, that party shall be deemed to have withdrawn its claim or counterclaim.

7. The NAI shall not be held to pay any costs that are not covered by a deposit. The costs referred to in paragraph 2 shall first be paid from the deposit. No interest shall be paid on the amount of the deposit made.

Article 57 - Costs of legal assistance

The arbitral tribunal may order the unsuccessful party to pay reasonable compensation for the successful party's legal assistance, if and insofar as these costs were necessary in the arbitral tribunal's opinion.

Article 58 - Determination of arbitration costs and order

1. The arbitral tribunal shall determine the costs of the arbitration with due observance of the provisions of Article 55.

2. The unsuccessful party shall be ordered to pay the costs of the arbitration, except in special events at the arbitral tribunal's discretion. If each of the parties is partially unsuccessful, the arbitral tribunal may divide all or part of the costs of the arbitration.

3. In ordering a party to pay the costs, the arbitral tribunal shall take account of the deposit made under Article 56. Insofar as the deposit made by a party is used to pay costs that the other party is ordered to pay in accordance with the previous paragraph, the latter party shall be ordered to reimburse the former party for such amount.

4. Payment of the costs of the arbitration may also be ordered if a party did not expressly seek such payment.

5. If the mandate of an arbitrator or arbitrators is terminated before the last final award, the compensation for fees and disbursements determined in accordance with Article 55 and the costs referred to in Article 56(2) shall be borne by the parties in proportion to their contribution to the deposit. The administrator may, insofar as necessary in derogation of Article 56(4), require the claimant and/or the respondent to supplement the deposit to the full amount of said compensation and costs.

SECTION SEVEN - FINAL PROVISIONS

Article 59 - Timely objection

A party that has appeared in the proceedings shall make objection to the arbitral tribunal without unreasonable delay, sending a copy thereof to the other party and the administrator as soon as it knows or reasonably should know of any act contrary to, or failure to act in accordance with, any provision of these Rules, the arbitration agreement or any order, decision or measure of the arbitral tribunal. If a party fails to do so, then the right to rely on this later, in the arbitral proceedings or before the ordinary court, shall be forfeited.

Article 60 - Competent provisional relief judge

If the place of arbitration is located in the Netherlands, the provisional relief judge of the Rotterdam district court shall have jurisdiction for the cases as referred to in Article 1027(3) (appointment of the arbitrator or arbitrators), Article 1028 (privileged position of a party with regard to the appointment of the arbitrator or arbitrators) and Article 1041a (hearing an unwilling witness) of the Dutch Code of Civil Procedure.

Article 61 - Contingencies

Without prejudice to the provisions of Article 21(1), in all events not provided for in these Rules, action shall be taken in accordance with the spirit of these Rules.

Article 62 - Limitation of liability

The NAI, its board members and personnel, the members of its Advisory & Supervisory Board, the members of the Committee, the arbitrator or arbitrators and any secretary that may have been appointed, the third person as referred to in Article 40 and any other persons involved in the case by any or all of them shall not be liable either by contract or otherwise for any damage caused by their own or any other person's acts or omissions or caused by the use of any aids in or involving arbitration, all this unless and insofar as mandatory Dutch law precludes exoneration. The NAI, its board members and personnel shall not be liable for payment of any amount that is not covered by the deposit. The foregoing shall apply *mutatis mutandis* to the (founders of the) Hague CAA, its board members, secretary to the board, officers, staff members, the members of its Advisory Board, members of its committees, and any expert that may have been appointed by the mediator, and any other persons that one or more of them involve

Article 63 - Amendment of the Rules

1. The NAI Executive Board may amend the NAI Arbitration Rules at any time. The Hague CAA Arbitration Rules can only be amended jointly by the Hague CAA Board and the NAI Board. The amendments shall have no effect on arbitrations already pending.

2. The Rules shall apply in the form they have at the time at which the arbitration is commenced.

Appendix A – Administration Costs

Appendix A to the Arbitration Rules of the Netherlands Arbitration Institute in Rotterdam, the Netherlands, in force as of 1 January 2015, version 17 dated 15 February 2022.

NETHERLANDS ARBITRATION INSTITUTE APPENDIX TO THE ARBITRATION RULES ADMINISTRATION COSTS

The following scale applies with respect to administration costs as of 15 February 2022, exclusive of VAT (see Art. 53(2) of the Rules):

to				€	25,000	:	€ 660
from	€	25,000	to	€	50,000	:	0.60%
from	€	50,000	to	€	75,000	:	0.96%
from	€	75,000	to	€	100,000	:	0.85%
from	€	100,000	to	€	150,000	:	0.45%
from	€	150,000	to	€	200,000	:	0.025%
from	€	200,000	to	€	500,000	:	0.167%
from	€	500,000	to	€	1,000,000	:	2.40%
from	€	1,000,000	to	€	2,000,000	:	0.50%
from	€	2,000,000	to	€	5,000,000	:	0.167%
from	€	5,000,000	to	€	10,000,000	:	0.13%
from	€	10,000,000	to	€	20,000,000	:	0.085%
from	€	20,000,000	to	€	30,000,000	:	0.04%
from	€	30,000,000	to	€	40,000,000	:	0.07%
from	€	40,000,000	to	€	50,000,000	:	0.065%
from	€	50,000,000	to	€	75,000,000	:	0.034%
from	€	75,000,000	to	€	100,000,000	:	0.01%
from	€	100,000,000	to	€	250,000,000	:	0.005%
from	€	250,000,000				:	€ 75,000

To calculate the NAI administration costs, the amounts calculated for each step in the scale must be added together, except in the event the total monetary interest of the claim is below € 25,000.- or is equal to or greater than € 250 million, in which case a flat fee of € 660.- or € 75,000.-, respectively, shall cover the administration costs.

Example calculation using a total monetary interest of € 137,520.-:

Up to € 25,000.-			=	€ 660.-
€ 25,000.- € 50,000.-	to	€ 25,000.- * 0.60%	=	€ 150.-
€ 50,000.- € 75,000.-	to	€ 25,000.- * 0.96%	=	€ 240.-
€ 75,000.- € 100,000.-	to	€ 25,000.- * 0.85%	=	€ 212.50
€ 100,000.- € 137,520.-	to	€ 37,520.- * 0.45%	=	€ 168.84
				Total € 1,431.34

Appendix B – Hourly rates

Table of hourly rates for arbitrators as of 15 February 2022

Hourly rates arbitrators/secretaries NAI (in €)

Category	Financial interest	Hourly rate arbitrator		Hourly rate secretary
		Merits	Emergency arbitration	
1	0 - 50,000	175	225	100
2	50,001 - 100,000	200	250	100
3	100,001 - 200,000	225	275	100
4	200,001 - 500,000	225	275	100
5	500,001 - 1,000,000	300	350	150
6	1,000,001 - 2,000,000	325	375	150
7	2,000,001 - 5,000,000	375	425	150
8	5,000,001 - 10,000,000	400	450	175
9	10,000,001 - 20,000,000	425	475	175
10	20,000,001 - 30,000,000	475	525	175
11	30,000,001 - 40,000,000	525	575	175
12	40,000,001 - 50,000,000	550	575	190
13	50,000,001 - 75,000,000	550	575	190
14	75,000,001 - 100,000,000	550	575	225
15	100,000,001 - 205,000,000	550	575	225
16	more than 250,000,000	550	575	225