



**Sąd Polubowny
przy Izbie Przemysłowo-Handlowej w Krakowie**

ul. Floriańska 3, 31-019 Kraków
tel. 12 428 92 55, fax. 12 428 92 56

The Rules of the Court of Arbitration at the Cracow Chamber of Commerce & Industry

Part I. Jurisdiction and organisation

§ 1.

1. The Court of Arbitration at the Cracow Chamber of Commerce & Industry, hereinafter referred to as the Court of Arbitration, is an arbitration court established to settle, in an independent and impartial manner, civil law disputes, including predominantly disputes related to national and international business trading between the parties which have agreed upon a valid arbitration clause.

2. The aforementioned arbitration clause is valid only if:

a/ the competence of the Court of Arbitration is established by a written agreement between the parties, or

b/ each party has accepted the competence of the Court of Arbitration in writing. It is specifically the case when the claimant accepts the competence of the Court of Arbitration in the statement of claim and also files a motion that the other party be approached by the Court Secretary with regard to the acceptance of the competence of the Court in the dispute related to that statement of claim, and the other party agrees in writing, within the period specified by the Secretary, that the Court of Arbitration be competent on the dispute in question.

c/ an arbitration clause may also name the arbitrators and the Chairman of the Tribunal or the number of arbitrators and the procedure according to which they are appointed as well as the Chairman of the Tribunal.

§ 2

The Court of Arbitration consists of:

a/ the Board of the Court of Arbitration

b/ the Presidium of the Court of Arbitration

c/ Arbitrators

d/ the Secretary of the Court of Arbitration

§ 3

1. The Board of the Court of Arbitration consists of 3 persons. The members of the Court of Arbitration Board are appointed by the Board of the Chamber of Commerce and Industry and perform their function until they are recalled.



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2. The competences of the Board include the issues which are not reserved to the other bodies of the Court of Arbitration as well as supervising, on behalf of the Chamber of Commerce and Industry, the formal activity of the Court, the efficiency and timeliness in the issues undertaken included. The assessment of the content-related method of settling cases, including the course of court sessions as well as the activity of the parties and arbitrators during those sessions, is beyond the competences of the Board. If the bodies of the Court of Arbitration are inactive, the Board are entitled to perform formal activities themselves, assign one of the members of the Board to perform them or authorise a third party who, as assessed by the Board, is guaranteed to meet the requirements of the Court related to performing those activities.

§ 4

1. The Presidium consists of the President of the Court of Arbitration and three Deputies.
2. The President and Deputies are appointed and recalled by the Board of the Court of Arbitration via a majority decision – having consulted the arbitrators. They are appointed indefinitely until recalled.
3. Having received a written motion from the arbitrators representing more than a half of the permanent arbitrators of the Court of Arbitration, the Board is obliged to recall an active member of the Presidium or all members of the Presidium, and appoint new members or a new Presidium, as long as the members to be recalled and candidates to become new members are named specifically in the motion concerned. The Board is entitled to abstain from making a decision if no written consents to be appointed for the Presidium of the members-to-be are supplied along with the motion.
4. The responsibilities of the President and the Presidium are specified herein.
5. The resolutions and decisions of the Presidium are legally valid if at least three of the Presidium members are present.
6. The Deputy to the Court of Arbitration President assumes all the functions of the President of the Court of Arbitration in the matters that have been assigned to him or her by the President.

§ 5

1. In order to facilitate the selection of arbitrators for the parties concerned, the Chamber of Commerce and Industry keeps the record of the persons who are eligible for the position, hereinafter referred to as the list of arbitrators. The list is not binding to either of the parties. The technical procedures related to keeping the list are performed by the Secretary of the Court of Arbitration.
2. The Presidium of the Court of Arbitration is the organ responsible for adding a name to the list or deleting one from it.
3. Upon a decision of the Court of Arbitration Presidium resulting in the deletion of a name from the list of arbitrators, a complaint can be filed to the Board of the Court of Arbitration within 7 days.



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4. The decision of the Court of Arbitration Board may be appealed against to the Board of the Chamber of Commerce and Industry. The decision of the latter is final. The appeal is to be filed within 14 days after the notification on the decision of the Court of Arbitration Board.

5. The arbitrator data included in the list of arbitrators are: full name, occupation, place of residence, the field of specialization on trade, commerce, transport, insurance, technology or law and – provided that an arbitrator is not a Polish citizen – citizenship. The entries explicitly state whether or not an arbitrator is also a member of the Court of Arbitration Presidium.

6. An arbitrator whose name appears on the list kept by the Court of Arbitration is allowed to be a member of adjudicating bodies at other permanent arbitration courts and ad hoc arbitration proceedings.

§ 6

1. The Secretary of the Court of Arbitration is appointed and recalled by the Chairman of the Court of Arbitration Board.

2. The organizational matters of the Court of Arbitration are dealt with by the Secretary's Office of the Cracow Chamber of Commerce and Industry. The Secretary's Office of the Chamber is also responsible for accounting and settlements of the Court of Arbitration.

3. The activities of the Office referred to in par. 2 are supervised by the Secretary.

§ 7

1. The seat of the Court of Arbitration is Cracow.

2. The Court of Arbitration uses a round seal with an inscription of the Court's name and the signature of the seat.

§ 8

The Court of Arbitration charges fees for its proceedings. The details related to the fees are specified in the Schedule of Fees for the proceedings of the Court of Arbitration at the Cracow Chamber of Commerce and Industry, which is an appendix to this document.

Part II. Proceedings

The initiation, suspension and discontinuation of proceedings

§ 9

1. While the provisions of proceedings specified in Part II of these Rules are of subsidiary nature in relation to the procedure selected by the parties, the modifications of the procedure proposed by the parties will not influence in any way the authority of the Court of Arbitration bodies or the fees charged for the proceedings established herein. Any modifications are subject to the arbitrators' approval.



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2. The selection of a procedure may be specified in the arbitration clause or a supplementary agreement. A written evidence of the selection of a procedure is to be submitted to the Court of Arbitration no later than upon filing the statement of claim.

3. In the case of circumstances referred to in § 1, par. 2, letter b/ herein, the procedure may be selected provisionally by the claimant, who, upon accepting the competence of the Court of Arbitration and filing a motion that the other party be approached by the Court Secretary with regard to the acceptance of the competence of the Court, proposes a procedure to be selected in proceedings concerned.

The procedure proposed shall be valid in the proceedings only if the other party consents, in response to the appropriate inquiry of the Secretary and within the period specified therein, that the Court of Arbitration be competent and the procedure specified in the statement of claim be implemented.

4. If the parties have not selected the procedure in the manner specified in par. 2 or the respondent, in the case of circumstances referred to in par. 3, has not approved the procedure specified in the statement of claim upon consenting to the competence of the Court of Arbitration, the procedure specified herein is considered valid. Failure to submit a clear statement with regard to the procedure proposed in the statement of claim by the respondent shall be synonymous to consenting to the implementation of that procedure.

§ 10

1. The proceedings are initiated upon filing a statement of claim to the Court of Arbitration. The number of copies of the statement of claim and all appendices filed should be adequate to the number of respondents; furthermore, four additional copies should be filed. The same rule applies to all other proceedings-related documents submitted by the parties.

2. A statement of claim should:

a/ name the parties involved and along with addresses,

b/ specifically state the claim, justify it and specify the evidence offered,

c/ justify the competence of the Court of Arbitration or provide the consent for its competence of one party, in which case a motion referred to in § 1, par. 2, letter b/ should be filed,

d/ state the total amount in controversy, if the claim stated in the statement of claim is at least partly non-pecuniary. The President of the Court of Arbitration upon the motion of the Secretary and, after the Arbitral Tribunal is constituted, the Chairman of the Tribunal may increase or decrease the amount stated if the relevant evidence implies that it has been incorrectly increased or decreased.

3. The statement of claim may also include the motions referred to in § 23, § 38 letter a/, § 39, § 40 letter b/, or a letter of attorney.

4. The documentary evidence referred to in the statement of claim as well as any agreements between the parties should be supplied along with the statement of claim in



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the form of certified copies or photocopies whose compliance to originals should be confirmed by the claimant.

5. A party based abroad may file the statement of claim as well as all the further proceedings-related documents in one of the following languages: English, German, French and Russian. The Secretary and, after the Arbitral Tribunal is constituted, the Chairman of the Tribunal may order the party based in Poland to provide a translation of the statement of claim or any further proceedings-related documents to a specified foreign language (English, German, French or Russian).

§ 11

1. Without prejudice to paragraph 2, if the Secretary finds the competence of the Court of Arbitration doubtful, he or she shall, following indicating that fact to the claimant, who can justify the relevant view within a week, submit the motion to the President of the Court of Arbitration. The President of the Court of Arbitration shall make a decision whether or not the proceedings are to be initiated. The approval of the Court of Arbitration President is without prejudice to the provisions of § 19.

2. Should the claimant file the motion referred to in § 1, par. 2, letter b/, the Secretary shall deliver to the relevant party The Rules of the Court of Arbitration at the Cracow Chamber of Commerce & Industry as well as the certified copy of the statement of claim, suggesting that the party formally accept the competence of the Court of Arbitration before the specified deadline. Should the party fail to accept the competence of the Court of Arbitration, the Secretary is to notify the claimant and follow the provisions of § 12, par. 4, which are implemented accordingly. In such cases, the proceedings are considered as non-initiated.

§ 12

1. After the proceedings are initiated, the Secretary shall approach the claimant, who, within the period specified by the Secretary, no shorter than a week, should:

a/ pay the arbitration fee and, if required to do so, also an advance payment resulting from prospective expenses. The Secretary shall specify the amounts to be paid.

b/ select the arbitrator and the substitute arbitrator. The Secretary provides the claimant with the list of arbitrators and party The Rules of the Court of Arbitration at the Cracow Chamber of Commerce & Industry,

c/ complement the statement of claim, should it be inadequate to the provisions of § 10 with regard to language, content or the number of copies submitted.

2. Should the claimant fail to pay the full amounts referred to in par. 1, letter a/ within the period specified, the proceedings are considered as non-initiated. The payment of the amounts required beyond the specified deadline is synonymous to an initiation of new proceedings on the day the payment was made.

3. Should the claimant fail to select the arbitrator and the substitute arbitrator within the period specified, the President of the Court of Arbitration is to appoint them instead of the claimant.



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4. Should the claimant fail to complement the statement of claim within the period specified, which is subject to a single extension, the President of the Court of Arbitration is entitled to, upon the motion of the Secretary, pronounce the proceedings non-initiated, thus establishing that 90% of the arbitration fee received be returned. The complementation of the statement of claim beyond the final deadline is synonymous to an initiation of new proceedings on the day the statement of claim was complemented, which is subject to the payment of a new fee.

§ 13

Should the statement of claim be withdrawn at a time when the fee remains unpaid, the proceedings are considered as non-initiated.

§ 14

1. If the fee related to the statement of claim has been paid and the statement of claim itself complemented (if required) adequately, the Secretary without undue delay shall:

a/ deliver to the respondent the certified copy of the statement of claim, unless it has already been done under the provisions of § 11, par. 2, and request that the respondent provide an answer to the statement of claim within the period specified, no shorter than a week,

b/ announce the persons selected as the arbitrator and the substitute arbitrator by (or instead of) the claimant and request that the respondent select the arbitrator and the substitute arbitrator within the period specified, no shorter than a week. The Secretary provides the respondent with the list of arbitrators and The Rules of the Court of Arbitration at the Cracow Chamber of Commerce & Industry, unless The Rules have already been provided under the provisions of § 11, par. 2.

2. While a failure to file a response to the statement of claim within the specified period shall not suspend the course of the proceedings, the respondent shall suffer any consequences related to the delay of the proceedings, regardless of the result. Should the respondent fail to select the arbitrator and the substitute arbitrator within the deadline specified, they are selected by the President of the Court of Arbitration, whereas the provisions of § 40 remain applicable.

§ 15

Should multiple individuals participate in the proceedings as a claimant or as a respondent, they are to agree upon the selection of the arbitrator and the substitute arbitrator in accordance with the provisions of § 12 and § 14. Their disagreement is synonymous to a failure to select the arbitrators. Any intervening party is not entitled to select arbitrators.

§ 16

The Chairman of the Tribunal and his or her deputy are to be cooperatively selected by the arbitrators selected to resolve the proceedings. Should they fail to select the Chairman of the Tribunal or the deputy within a week after they are summoned, the



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President of the Court of Arbitration selects particular arbitrators from their group and nominates them for the respective positions.

§ 17

If the document justifying the competence of the Court of Arbitration or its subsequent complementation provides for the dispute to be settled by an Arbitral Tribunal selected entirely by the Court of Arbitration at the Cracow Chamber of Commerce & Industry, the President of the Court nominates all the members of the Tribunal, their number being in accordance with the provisions of a relevant document and no higher than 7, and selects the Chairman of the Tribunal from among them. In such cases, The President of the Arbitration Court also selects substitute arbitrators and the deputy to the Chairman of the Tribunal. Unless there are relevant provisions stating otherwise, the President of the Court of Arbitration selects the Tribunal that consists of three members.

§ 18

1. Arbitrators are independent and not bound by any instructions. They are obliged to perform their function to the best of their knowledge and expertise in an impartial manner. Arbitrators do not represent any party involved. They are bound by confidentiality obligation. Arbitrators are not allowed to perform their function if, according to provisions of the Code of Civil Procedure, the circumstances of given proceedings result in their exclusion. Arbitrators are obliged to refuse to accept the function if the circumstances of given proceedings interfere with their impartiality.

2. A party may, within a week after an arbitrator is selected, request that he or she is excluded as long as the arbitrator is ineligible for the function or there are particular and specific circumstances which put the arbitrator's impartiality in doubt.

3. A certified copy of a party's motion to exclude an arbitrator is delivered by the Secretary to the other party, requesting that other party to select, within a specified period of no shorter than a week, another arbitrator, lest the motion to exclude the arbitrator in question is accepted. Should the other party fail to select the arbitrator and provided that the motion for exclusion is accepted, an arbitrator to replace the one excluded is selected by the President of the Court of Arbitration.

4. The motion for exclusion and a prospective response to that motion is considered by the President of the Court of Arbitration, unless the other party responding to the motion requested that the motion be considered by the Arbitration Presidium in that response.

5. The motion of a party to exclude a Chairman of the Tribunal selected by the arbitrators is considered by the Presidium of the Court of Arbitration. Should the Chairman of the Tribunal be excluded, he or she is replaced by the deputy, and the arbitrators are due to select a new deputy to the Chairman of the Tribunal within a week. A breach of the deadlines results in the nomination of the deputy to the Chairman of the Tribunal by the President of the Court of Arbitration.

6. The motion of a party to exclude a (presiding) arbitrator nominated by the President of the Court of Arbitration is considered by the Presidium of the Court of Arbitration.



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7. Arbitrators are obliged to refuse to assume the function if, as a result of temporary subjective or objective circumstances, they are aware of possible impediments to their efficient participation in the proceedings. The Presidium of the Court of Arbitration is entitled to temporarily suspend the functionality of an arbitrator, who, as a result of multiple activities performed, does not exhibit efficiency that is due to his or her function.

§ 19

1. Should a party present the charge of incompetence against the Court of Arbitration, the validity of that charge is to be considered by the Presidium of the Court of Arbitration. After the Arbitral Tribunal is constituted, the charge is considered by the arbitrators adjudicating in the proceedings.

2. Should the Arbitral Tribunal find the competence of the Court of Arbitration doubtful even though it has not been questioned by either of the parties, and should the Tribunal subsequently decide that the Court of Arbitration is not competent, the statement of claim shall be dismissed. The relevant statement of dismissal may, taking into account the circumstances of the case and the activities of the Court that have been performed so far, establish that a part of the relevant fee received be returned. However, it shall not exceed 80% of the total fee received.

§ 20

In the event of the claimant withdrawing the statement of claim the fee for which has already been paid, the President of the Court of Arbitration or, after the Arbitral Tribunal is constituted, the Tribunal shall issue a decision on the discontinuation of the proceedings. This decision also establishes that the relevant fee received be returned in one of the following percentages:

- a) 90% - if the statement of claim was withdrawn before the Secretary issued a confirmation that the statement of claim has been delivered to the respondent,
- b) 70% - if the statement of claim was withdrawn later on, but no later than before the Arbitral Tribunal was constituted,
- c) 50% - if the statement of claim was withdrawn later on, but no later than before the commencement of the first court hearing.

The decision on discontinuation also specifies whether or not and to what degree one of the parties is obliged to refund the expenses of the other party.

§ 21

1. The proceedings may be suspended upon the motion of both parties after the deadline for submitting a response to the statement of claim.

2. In the event of suspending the proceedings upon the motion of the claimant or both parties, the proceedings are discontinued if neither of the parties chooses to participate in the proceedings within a year.

3. The provisions of § 20 remain applicable.



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§ 22

1. Regardless of the response to the statement of claim, the respondent may file a statement of counterclaim before the first proceedings are concluded if the consideration of it is subject to the competence of the Court of Arbitration.

2. All of the provisions related to the statement of claim also pertain to the statement of counterclaim, which especially concerns the regulations referring to the fee. The exception is that the statement of counterclaim is to be considered by the Tribunal instated for the statement of claim (the provisions of § 12, par. 1, letter b/ and § 14, par. 1, letter b/ are not applied).

3. The suspension or discontinuation of the proceedings related to the statement of claim after the statement of counterclaim is filed, as well as the rejection of the statement of claim (§ 19, par. 3) do not interfere with the consideration of the statement of counterclaim itself. Nevertheless, the motion to suspend the proceedings agreed upon by both parties (§ 21) is considered, unless the motion clearly states otherwise, as synonymous to a motion for the suspension of the proceeding related to both the statement of claim and statement of counterclaim.

§ 23

1. If the outcome of the proceedings might influence any recourse or compensation claims of one of the parties in relation to a specific third party, that party may, until the conclusion of the first proceedings, file a motion for that third party be notified about the ongoing proceedings and requested to participate in the proceedings as an intervening party.

2. The motion is to be submitted in as many copies as any proceedings-related document should and one more copy for the third party. One certified copy of all the proceedings-related documents needs to be supplied along with the motion for the third party. Any motions to notify third parties are subject to an additional fee, which amounts to 50% of the arbitration fee relevant for the given proceedings.

3. The Secretary submits one copy of a motion, if the payment for it has already been made, along with the appendices to the third party, requesting that the third party state, within the period specified by the Secretary of no shorter than a week, whether or not the party shall participate in the proceedings as an intervening party.

4. Multiple intervening parties may take part in the proceedings, be they called upon by the claimant or the respondent.

5. While intervening parties shall receive the copies of all the relevant documents and are entitled to submit statements, they are not a party to the proceedings and the decision may not pertain directly to their rights and obligations.

6. If a party referred to in paragraph 1 does not participate in the proceedings, the applying party shall receive a refund amounting to 70% of the fee paid for notifying the third party about the ongoing proceedings.



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§ 24

At any stage of the proceedings, a party or an intervening party may appoint an attorney.

§ 25

1. The delivery on the part of the Court of Arbitration is considered valid only if there is evidence that a party or its attorney did receive the relevant document. If the delivery performed in that manner is significantly impeded, the relevant documents may be delivered via registered mail to the address specified by the parties in the proceedings-related documents. In the event that there is no document available from the respondent, the mail shall be sent to the address specified in a contact between the parties or headed paper used by the party concerned in the correspondence between the parties.

2. Upon the relevant motion of a party and at its expense or routinely, the delivery can be performed in another rational way.

The hearing

§ 26

1. The Chairman of the Arbitral Tribunal is obliged to make such preparations to the proceedings that the dispute can be settled in one session. In order to do so, the Chairman of the Tribunal may request further proceedings-related documents and issue other orders where appropriate.

2. The date of the hearing is established by the Chairman of the Arbitral Tribunal. The date should be so selected that the parties may personally participate in the proceedings and examine the evidence.

3. The venue of the proceedings and adjudication is, in general terms, Cracow. Upon the motion of both parties, the Chairman of the Tribunal or routinely, if appropriate, the Presidium of the Court of Arbitration may order that the proceedings and adjudication be held at another venue.

4. The parties involved are notified about the time and venue of the proceedings by the Secretary.

5. In the event that the parties who were appropriately notified about the time of the proceedings fail to appear, the consideration of the case is not impeded.

§ 27

1. The proceedings are non-public, unless otherwise ordered by the Arbitral Tribunal.

2. The members of the Presidium, the Secretary and the deputy Secretary as well as arbitrators are entitled to attend the hearing. Additionally, the parties may have two intermediaries each attend the proceedings.



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§ 28

1. The proceedings are held in Polish. Nevertheless, the Arbitral Tribunal may decide that the proceedings be held in a specific foreign language (English, German, French or Russian), if the members unanimously consider it appropriate.

2. Should a party or its attorney be unfamiliar with the language of the proceedings, the Chairman of the Arbitral Tribunal is to summon an interpreter for the entirety of the proceedings. An interpreter is summoned for a part of the proceedings if a person who cannot testify in the language of the proceedings is to be interrogated during that part. In the event that a member of the Arbitral Tribunal or the court reporter decides to assume the duties of an interpreter and the present parties consent for that, no interpreter needs to be summoned.

§ 29

1. The Chairman of the Arbitral Tribunal is in charge of the proceedings.

2. The function of the referendary is performed by the Chairman of the Arbitral Tribunal or an arbitrator appointed by him or her. The duties of the referendary include preparing the justification of the decision for the Arbitral Tribunal.

3. The parties should be given every opportunity to present, both factually and legally, whatever they see fit to defend their rights.

4. At any stage of the proceedings is the Chairman of the Arbitral Tribunal allowed to encourage the parties to agree to settle. In the event of a settlement agreement, the Arbitral Tribunal incorporates the terms of the agreement into the decision, unless the parties agree upon a motion not to phrase the agreement in the form of the court decision, in which case the Arbitral Tribunal orders for the proceedings to be discontinued.

5. In the event of a settlement agreement or a full admission of the claim no later than before the commencement of the first court session, the Arbitral Tribunal routinely orders for the 50% of the relevant fee to be returned.

6. The Arbitral Tribunal shall make decisions regarding the motions as to evidence and is entitled to voluntarily admit evidence, even if that evidence has not been submitted by either of the parties, as long as the Tribunal considers the evidence concerned relevant for the case.

7. Should an examination of the evidence outside the venue of the proceedings be required, the Arbitral Tribunal may request the examination of the evidence from a relevant state court if the examination is to be provided in Poland. If the examination is to be provided abroad, the Arbitral Tribunal may request a relevant Polish Consulate to take charge of the examination or seek to have the evidence examined in another suitable manner.

§ 30

The minutes of the court session are taken and subsequently signed by the Chairman of the Tribunal and the court reporter. The function of the court reporter is assumed by the



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Secretary of the Court of Arbitration, the deputy to the Secretary or a qualified employee delegated to take the minutes of the court session by the Secretary of the Court of Arbitration.

§ 31

1. The Arbitral Tribunal proceeds in accordance with the law selected by the parties. Should the parties refrain from selecting any law, the provisions related to the selection of the law stated in the bill of international private law (Dz. U. No 46 of 1965, item 290) as well as international agreements.
2. The Court proceeds in accordance with substantive law and commonly recognized customary international trade law.
3. The interpretation of law on the part of the Arbitral Tribunal is in accordance to customary international trade law. The Arbitral Tribunal may, at every stage of the proceedings, seek expert opinion on legal issues, especially those related to foreign law.

§ 32

1. The conference and voting on the part of the Arbitral Tribunal are not public and are conducted while the parties are absent.
2. In order for any decision of the Arbitral Tribunal to be effective, a majority of votes is sufficient. Should there be any discord in relation to the amounts to which the decision shall pertain, a vote for the highest amount is considered as supporting the vote for the next lower amount and so on, until the majority is reached. An arbitrator whose stance has been voted down may include his or her dissenting opinion to the case files, mentioning that on the decision document.
3. The court reporter is allowed to be present during the Arbitral Tribunal conference.

§ 33

After the Arbitral Tribunal pronounces the case sufficiently clarified, the Chairman of the Tribunal closes the proceedings. Nevertheless, should the Arbitral Tribunal find it necessary before the award, the closed proceedings may be re-opened. In such a case the Chairman of the Tribunal is to select and announce the date of further proceedings.

The Award

§ 34

1. The award should be announced in writing, routinely within 2 weeks after the proceedings are closed.
2. The award should include the venue and date on which it was issued, the justification of the competence of the Court of Arbitration, specification of the participating parties and the arbitrators, the settlement of the claim and its justification, unless the parties agreed for the justification to be excluded. The award also states whether or not and to what degree is one of the parties obliged to cover the expenses of the other party related



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to the fees paid to the Court of Arbitration which have not been returned to that other party. The settlement related to the reimbursement of the proceedings-related expenses, the costs of legal representation included, is regulated by relevant provisions of the Code of Civil Procedure as well as valid regulations specifying the fees for legal assistance in the proceedings before judicial authorities.

3. The Chairman of the Arbitral Tribunal is responsible for preparing the justification.

4. The original and all the certified copies of the award should be signed by no less than a majority of the Arbitral Tribunal. Should a member of the Tribunal fail to sign the document, the reason for that should be specified explicitly therein. The original and all the certified copies of the award are additionally signed by the President and The Secretary of the Court of Arbitration and made under the seal of the Court.

5. Should the President of the Court of Arbitration find formal defects or shortcomings with the award before signing it, he or she is to submit it to the Chairman of the Tribunal so that the necessary formal corrections and supplementations can be arranged. By no means does this provision pertain to the content of the dispute settlement itself.

6. The Court Secretary shall submit a certified copy of the award to each of the parties. The award is final and not eligible for appeal. Its legal validity and effectuality are equal to that of a verdict from a state court after its enforceability is declared by a state court.

§ 35

The President of the Court of Arbitration may consent for the decision to be published in legal or commercial journals in its entirety or part without mentioning the parties concerned.

§ 36

1. In the event that the party obliged to do so fails to voluntarily act on the award, the Presidium of the Court of Arbitration may, upon the motion of the other party, intimate that fact to other arbitration courts, chambers of commerce and similar institutions in Poland and abroad that the party itself selected. A motion for the application of this procedure may not be filed within the first two months following the award.

2. Should that motion be filed, the opposing party is notified by the Secretary. The motion may not be considered within the first month following the notification of the other party.

§ 37

The Secretary of the Court of Arbitration shall store the proceedings-related documents in the archive of the Cracow Chamber of Commerce & Industry in accordance to the valid regulations. The parties may request to be provided with certified copies of them at their own expense.

Exceptions from the standard proceedings

§ 38



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The award without the hearing

1. The award may be provided without prior proceedings if:

a/ the parties resigned from the hearing or, the claimant resigned from the hearing and the respondent did not object to that within the period specified for the response to the statement of claim,

b/ a written full admission of the claim was signed, i.e. both the claim and the obligation to reimburse the expenses were recognised. Nevertheless, the written admission of the claim without a clear statement that the obligation to reimburse the expenses is not admitted is considered synonymous to admitting the obligation of reimbursing the costs as well. If the claim was admitted before the Arbitral Tribunal was constituted, the award is announced by the Presidium of the Court of Arbitration. The award routinely includes the provision that 50% of the relevant fee received be returned.

2. Nevertheless, should the Arbitral Tribunal or the Presidium of the Court of Arbitration conclude that the proceedings are required, the proceedings shall take place.

§ 39

Extended Arbitral Tribunal

Should the agreement between the parties specify that the Arbitral Tribunal be constituted of 5 or 7 arbitrators, or should the claimant file motion requesting so, each party selects 2 or 3 arbitrators and the same number of substitute arbitrators. In such cases, the claimant should, alongside the required fee, pay the equalisation fee amounting to 50% of the basic fee in the case that 2 arbitrators and 2 substitute arbitrators are selected by each party or to 100% of the basic fee in the case that 3 arbitrators and 3 substitute arbitrators are selected by each party.

Sole arbitrator

1. A case can be settled by a sole arbitrator, who has the same rights and responsibilities as a Chairman of the Tribunal and the remaining arbitrators, if:

a/ the respondent selects the same arbitrator or substitute arbitrator as the claimant,

b/ the parties have so agreed, or the claimant has filed a motion so requesting and the respondent has not objected to it within the period dedicated to the response for the statement of claim. If the case is considered by a sole arbitrator, the claimant is charged a reduced fee of 50% of the basic fee. In the event that the claimant has already paid the full fee, a half of the amount is returned.

2. In the event that the parties, in the circumstances referred to in par. 1, letter b/, fail to select the arbitrator and the substitute arbitrator within the period specified by the Secretary of no shorter than 3 weeks, the arbitrator is selected by the President of the Court of Arbitration.



**Sąd Polubowny
przy Izbie Przemysłowo-Handlowej w Krakowie**

ul. Floriańska 3, 31-019 Kraków
tel. 12 428 92 55, fax. 12 428 92 56

§ 40

A settlement agreement, admission of the claim

The parties are allowed to agree to settle in the course of the proceedings, which is recognised by the Court of Arbitration. In the case of the admission of the claim, only an award taking into account the admission of the claim may be announced.