

## **Arbitration Court at the Lower Silesian Chamber of Commerce in Wrocław \***

### **Arbitration Rules**

#### **Article 1. Introductory Provisions**

1. The Arbitration Court at the Lower Silesian Chamber of Commerce in Wrocław (called hereinafter the Arbitration Court) is a standing arbitration body (court of conciliation) with its seat in Wrocław. The Arbitration Court may apply the name: the Arbitration Court at the Lower Silesian Chamber of Commerce in Wrocław or an abbreviated name: SA DIG. The Arbitration Court uses round stamp with a full name of the Arbitration Court.
2. The Arbitration Court is an organizational unit of the Lower Silesian Chamber of Commerce in Wrocław. This is an independent and unconstrained body in terms of conciliation (arbitration), legal evaluations, awards, appointed to impartial and independent settling the economic disputes as well as to proceed conciliatory proceedings and to issue legal evaluations. Within the Arbitration Court some expert sections might be established to look into homogeneous type of matters, in particular to conduct disputes of the same type or between specific groups of entrepreneurs.
3. The Proceedings at the Arbitration Court is subject to fees. The system of fees and costs, the heights of respective charges for arbitration, conciliation and legal evaluations as well as regulations on incurring the costs and paying the fees are determined by Schedule of Costs and Fees for The Arbitration Court's Actions which is in force for a claimant on the day of submitting the statement of claim, motion for conciliation and or for a legal evaluation. Furthermore, the bodies which reveal interest in permanent co-operation have a possibility of drawing up an agreement with the Arbitration Court basing on costs and fees rules differing from the ones specified in the Schedule of Costs and Fees for The Arbitration Court's Actions.
4. The Arbitration Court, officers holding the positions at the Court, arbitrator, conciliators, experts, the Lower Silesian Chamber of Commerce as well as its clerks do not bear any responsibility for actions or desistance connected with the pending proceedings at the Arbitration Court. The party which being aware of a fact that law regulations, arbitration agreement regulations or these Arbitration Rules provisions are not fulfilled or obeyed, still participates in the proceedings at the Arbitration Court and does not raise his/her objection promptly or – if a final deadline was fixed – before the deadline expires, is assumed to waive his/her right to object.

#### **Article 2. Composition of the Arbitral Court**

1. The bodies of the Arbitration Court are: President, Deputy President, Presidium and Secretary. The president and the two Deputy Presidents are appointed by the Lower Silesian Chamber of Commerce Council upon the motion of the Chamber Presidium. Upon the President's motion the Arbitration Court Presidium may appoint from one to three additional Deputy Presidents and join them to the Presidium composition. The Lower Silesian Chamber of Commerce Presidium appoints and dismisses the

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\* Translation from the Polish original, which is the authentic text

Secretary upon the sole motion of the Arbitration Court President. After the composition of the Arbitration Court Presidium is enlarged the Secretary might be appointed and dismissed also by the Arbitration Court Presidium upon the sole motion of the President. At least the President, two of the Deputy Presidents and the Secretary shall have higher legal education.

2. The presidents represents the Arbitration Court to the outer bodies, manages the works of the Arbitration Court and undertakes all necessary actions to proceed the Arbitration Court's operations, unless they are not reserved for the parties, arbitrators, conciliators, experts, the Arbitration Court, the Presidium or the Secretary. Pursuant to the rules established by the Arbitration Court Presidium the Arbitration Court President may exempt the party from part of the due fees except for the registration fee. The Arbitration Court President may give his consent to and may raise his own initiative to publish the arbitration awards entirely or partly by preserving the parties' anonymity. If the provisions of the Arbitration Rules do not imply any other solution, each of the Deputy President is entitled to perform any function as substitution for the Arbitration Court President and obliged to fulfill all obligations put upon him by the President or the Presidium.
3. The Arbitration Court Presidium composes of the President, the Deputy Presidents and the Secretary. The Presidium passes the resolution by majority of votes of the persons present at the session. In case the number of votes is equal the vote of the Arbitration Court President decides, and in case of his excused absence the vote of the Session Chairman (Chairwoman) decides. Except for the other competence as specified in these Arbitration Regulations the Presidium is in charge of approving a report on the Arbitration Court's operations and financial activities, may pass new recruitment rules and acceptance conditions for new arbitrators, conciliators and experts, may determine conditions on which the Court President shall draw up agreements with bodies willing to set up permanent co-operation with the Arbitration Court, may establish experts sections to look into homogeneous type of matters and their operational rules. Furthermore, the Presidium may pass conditions and rules for withdrawal from the proceedings as determined in the Arbitration Rules and from the fees and costs as determined in the Schedule of Costs and Fees for The Arbitration Court's Actions by means of among the others introducing electronic communication. Finally, the Presidium may set up organizational regulations of the Arbitration Court's inner regular and may cope with issues and matters which are not assigned to particular persons or bodies of the Arbitration Court.
4. The Secretary organizes and manages the day-to-day work of the Arbitration Court Secretary's Office. The Secretary elaborates a report on the Arbitration Court's operations and financial activities; next, he/ she is in charge of all tasks specified for a Secretary in these Arbitration Rules as well as the tasks given upon him/her by the Arbitration Court President. Among the others the Secretary is responsible for keeping the final deadlines, for proper delivery of any letters and motions, office-oriented and technical services, appointing the minutes recording clerks, charging fees and dealing with advance payments, giving instructions and clarification to potentially interested parties before the proceedings commencement, filing all the certificates, files and records and any other documents. The Arbitration Court Secretary keeps filing the certificates, files and records in the archives for a period of twenty (20) years since a dispute is settled. Afterwards the archives could be destroyed. The parties are entitled to have a copy or a transcript of each file or a document at their own expenses and - if

the Court President consents to - have right to look through all the files of a given dispute under the Secretary's supervision.

### **Article 3. Arbitrators list, conciliators list and experts list**

1. To facilitate for the interested parties the choice of arbitrators, conciliators and experts the Arbitration Court runs a list of people with appropriate qualifications and recommendations of institutions or a social group who agreed to be signed in to the list. The list of arbitrators, conciliators and experts is not binding for the parties. The Arbitration Court Presidium decides on signing a new person in and his/her removal.
2. The President and the Deputy President of the Arbitration Court as soon as they are appointed may be signed in to the arbitrators list, conciliators list and experts list. The Arbitration Court Secretary might be signed in to the arbitrators list, conciliators list and experts list according to general rules.
3. Signing in a new arbitrator, conciliator or an expert is conducted jointly with drawing up a contract with the person in which he /she obliges not to adopt a given function in case of circumstances that may lead to justified doubts referring to his/her impartiality or independence or obliges himself/herself to disclose these circumstances to the parties immediately, or to resign from adopting the function in case reasons for excluding an arbitrator, a conciliator or an expert occur in a given dispute, furthermore, he/she obliges himself/herself not to reveal any knowledge or information that he/she got familiar with while conducting the function, likewise, to fulfill his obligations most carefully and promptly. Conciliators and experts are subject to excluding from their actions according to the same rules as arbitrators.
4. The arbitrators may act as judges of conciliation in other conciliation courts, including foreign courts, both these functioning permanently and ad hoc as long as it does not collide with their obligation in the Arbitration Court. The arbitrators are obliged to notify irrevocable the Secretary about entrusting them with a position of conciliators or judges of conciliation.

### **Article 4. Competence of the Arbitral Court**

1. The Arbitration Court at the Lower Silesian Chamber of Commerce in Wrocław is competent if the parties according to the Arbitration Rules made their economic dispute subject to the Court's settlement, while the dispute arouse or may arise from a specific legal relation, or the parties made a given object connected with an economic dispute subject to the Court's settlement. An arbitration agreement (written arbitration agreement) may be concluded as an arbitrary clause or a separate agreement concluded also as a result of non-contradiction to the claimant's declaration about the Arbitration Court's competence in a submitted reply to the statement of claim. An example of an arbitration agreement is such an utterance: 'All disputes - not excluding the disputes not arising out of the agreement – which ensued or might ensue from the agreement or are connected with its conclusion and execution as well as ensuing from other legal acts which are integral part of the main agreement are on the basis of the parties' decision subject to the jurisdiction of the Arbitration Court at the Lower Silesian Chamber of Commerce in Wrocław, pursuant to the material Arbitration Rules.' The Bench of Arbitrators adjudicates on the Arbitration Court's competence, on existence, validity and range of the arbitration agreement, unless provisions of point no. 2 are applicable.

2. If the Arbitration Court receives a statement of claim including claims applicable for jurisdiction of this Arbitration Court pursuant to a mutual agreement of the parties and pursuant to binding law provisions, but the claims according to the Arbitration Rules are subject beyond the competence of the Arbitration Court, or if the arbitration agreement anticipates significant defections of and departures from the Arbitration Rules provisions, the Arbitration Court's President may - before the Bench of Arbitrators is set up - make a resolution of not admitting the claim for jurisdiction. However, even if such a resolution is not made and regardless of it the Bench of Arbitrators may adjudicate on the competence of the Arbitration Court on one of the parties' application or ex officio in a form of a sentence. When the Arbitration Court is stated incompetent in a sentence, the Bench of Arbitrators dismisses the statement of claim.
3. The plea of incompetence against the Arbitration Court may be raised at latest when replying to the statement of claim or within two weeks since the claim is submitted in proceedings before the Bench of Arbitrators under the clause of losing the plea. In case there are significant reasons the Bench of Arbitrators may adjudicate the plea of incompetence against the Arbitration Court raised also in later period, if the delay shall be considered justified.
4. The Arbitration Court at the Lower Silesian Chamber of Commerce in Wrocław is also competent regardless of the fact whether the arbitration agreement exists (written arbitration agreement) in case the motion to issue a legal evaluation is submitted together with a required payment according to the Schedule of Costs and Fees, and also in case there is no arbitration agreement in all economic disputes where at least one party turns to the Arbitration Court together with appropriately paid, according to the Schedule of Costs and Fees, claim for conciliation proceedings commencement (conciliatory proceedings).

#### **Article 5. Bench of Arbitrators of the Arbitral Court**

1. The Bench of Arbitrators of the Arbitral Court composes of three (3) arbitrators. But for disputes of value under 100 000 PLN only one (1) arbitrator is assigned from the arbitrators list. An arbitrator may not be a conciliator or an expert who previously participated in the conciliatory proceedings or proceedings for issuing a legal provision.
2. In case no arbitrator(-s) is assigned by the claimant in the statement of claim neither by a defendant within a week since he/she is called by the Secretary, or the parties had not appointed one arbitrator before commencing the proceedings at all at the Arbitration Court, then the arbitrator is chosen from the arbitrators list by the Arbitration Court President for the party (parties). When a few people are at the claimant's side or at the defendant's side, these people appoint an arbitrator(-s) jointly (commonly) with respect to the deadlines as given above. The party appointing an arbitrator out of the arbitrators list is obliged to disclose not only a name, a family name, an address of this arbitrator, but also his/her profession, professional specialization, telephone and facsimile number as well as e-mail address, otherwise the appointing is null and void.
3. A super-arbitrator (a president of the Bench of Arbitrators) is chosen by the arbitrators from the arbitrators list. In case of failing to notify the Secretary about choosing the

super-arbitrator within a week since a call is made, the super-arbitrator is chosen by the Arbitration Court President from the arbitrators list.

4. If a party appointing an arbitrator for the first time fails to appoint a substitute arbitrator in case the arbitrator resigns from the function, in case of his/her death, in case the appointing is invalid, the arbitrator is excluded or withdrawn or any other cause emerges which prevents him/her from fulfilling the function, then a substitute arbitrator is pointed for the party by the Arbitration Court President from the arbitrators list.

## **Article 6. Arbitrators**

1. After an arbitrator is appointed out of the arbitrators list an agreement is concluded with him/her in which he/she obliges him-/herself to disclose to the parties immediately such circumstances which could rise reasonable doubts referring to his impartiality or independence; he/she obliges him-/herself to resign if there is a reason for excluding an arbitrator, finally, he/she obliges him-/herself to fulfill his duties properly and dutifully. When the arbitrator refuses to sign an agreement or in case the agreement is not signed within a week since the arbitrator is called to by the Arbitration Court Secretary and in case of failing to make the advance payment towards the arbitrator's expenses if the arbitrator's domicile is outside the seat town of the Arbitration Court, the appointing of the arbitrator is deemed to be ineffective.
2. In case of reasonable doubts referring to the impartiality or independence of the arbitrator or when it turns out he/she does not have qualifications as required in the agreement, any party may demand to exclude such an arbitrator within a week since the art learned about appointing the arbitrator or since a reason for excluding emerged. A demand to exclude an arbitrator shall point to reasons for excluding, shall include evidence that confirm existence of the reasons and point to a date when an information about the reasons was first obtained, next, it shall contain justification of the demand and finally shall be sent to the remaining arbitrators, the opposing party and to the Arbitration Court Presidium. If an arbitrator does not resign within a week since he/she receives the demand, he/she shall pass his/her opinion in the matter to the Arbitration Court Presidium which in turn may make a resolution approving or dismissing the demand to exclude the arbitrator.
3. An arbitrator may be dismissed at any time by a mutual and joint declaration of the parties given in writing. An arbitrator may be dismissed by the Arbitration Court Presidium on application of a party or of another arbitrator when it is stated in a form of a resolution that this arbitrator does not fulfill his/her responsibilities appropriately, moreover, in extraordinary situations the Arbitration Court Presidium may also make such a resolution ex officio.
4. Fee of an arbitrator and rules of refunding the expenses incurred in connection with performing the arbitrators' function are specified in an agreement drawn up with the arbitrator. If the Bench of the Arbitrators does not pass a sentence including a justification within four months since the day the Bench of the Arbitrators was established, or - when a court trial was commenced within this period - within three weeks since the trial was completed, or within a prolonged period by not more than further three weeks by the Arbitration Court Secretary on application of a sole arbitrator or a super-arbitrator, the Arbitration Court President may by a resolution diminish respectively the fee or even deprive the arbitrator or all the arbitrators the right to receive the fee unless a reason for a delay shall be deemed justified. Such a competence is given to the Arbitration Court President in any other case when gross

violation of the arbitrator's duties takes place. Each of the arbitrators may submit to the Arbitration Court President explanation and excuses for delays and reasons for exceed the time limit or omission or violation of other arbitrator's responsibilities.

#### **Article 7. Place of the Arbitration and Language of the Arbitration**

1. If the parties failed to point in the arbitration agreement to one place, including its full address in a capital city of any voivodeship of the Republic of Poland, or if the claimant failed to pay the advance payment within a week forward the arbitrator (arbitrators) expenses connected with a necessary trip and/or a stay in a hotel, the place of the Arbitration is the seat of the Arbitration Court, unless the Bench of the Arbitrators shall decide otherwise due to the subject of the proceedings, factual circumstances of the dispute and convenience of the parties.
2. The parties may in the arbitration agreement, however not later than before the Bench of the Arbitrators is established, choose that a language or languages of the proceedings shall be Polish, English, French, German or Russian. In case no such choice is made or if the claimant fails to pay the advance payment within a week forward the translations' costs, the proceedings is maintained in Polish unless the Bench of the Arbitrators allows also another language additionally.
3. The pleadings of the parties and of other participants written in foreign languages are necessarily to be translated into the language of the proceedings and into Polish if this is not the language of the proceedings. This provision is also applicable to the arbitral letters of the Arbitration Court bodies and of the Bench of the Arbitrators, minutes of the sessions and the verdicts of the Arbitration Court bodies and of the Bench of the Arbitrators. Advance payment for the sake of the translations is charged from the claimant. In case the further advance payment - for further expenses connected with translations - is not paid within a week the issue is suspended, next it is discontinued if the proceedings is not resumed by means of paying in the advance payment within three months since the proceeding was suspended.
4. The Arbitration Court President appoints translators and interpreters; on application of the parties the Bench of the Arbitrators may also change or add other translators and interpreters to the same proceedings. The costs of the translators' and interpreters' participation in the proceedings as well as cost of the documents translation are incurred by the parties according to rules which are determined on the basis of the Arbitration Rules by the Bench of the Arbitrators, and if the Bench of the Arbitrators is not established – by the Arbitration Court President.

#### **Article 8. Written notifications**

1. In the course of the proceedings the parties are obliged to submit to each other and to remaining participants of the proceedings all letters and pleading sent to the Arbitration Court referring to the dispute together with any enclosures. Furthermore, the parties are obliged to attach to the pleadings and letters evidence that the above mentioned duty was fulfilled otherwise it is possible the Bench of the Arbitrators may declare submission of a given pleading or a letter to the Arbitration Court is invalid. If the Bench of the Arbitrators deems such a default as a justified, it may regardless of the proceedings result charge the party who neglected his/her duties with the proceedings costs.
2. Pleadings of the parties, letters of arbitration, verdicts of the Court and all written notifications are deemed to be delivered if handed in to the addressee personally or

delivered to his headquarter or a place of his/her ordinary residence or to a mailing address pointed out by him/her beforehand.

3. If the addressee is an entrepreneur registered in the regular court register of the entrepreneurs, other public register or record, a letter is deemed to be delivered when it reaches the address as shown in the register or the record unless the party disclosed another mailing address for notifications. If none of the places as given in point 2 and 3 cannot be found regardless of the effort and due diligence, the submission of written notification is deemed effective as made on the last day of a period in which the notification could have been received by the addressee at the last known place of the headquarter or at the last known place of the ordinary residence.
4. On application of a party or of the Bench of the Arbitrators and with the party's consent delivery of a letter in any way lending credence to effectiveness of the delivery. It is not applicable to delivery of the Arbitration Court's verdicts and judgments.

### **Article 9. Date of commencement**

1. Commencement of the arbitration proceeding takes place by means of submitting the statement of claim and by paying in the registration fee as specified in the Schedule of Costs and Fees for The Arbitration Court's Actions. The statement of claim as well as all its enclosures are submitted to the Arbitration Court in the language of the proceeding. If the language of the proceeding is not Polish the statement of claim as well as its enclosures are submitted together with sworn translation into Polish. In any case statement of claim as well as its enclosures are submitted in a required number of copies: for each of the defendant (respectively also co-defendants), one for main archives, one for each of the arbitrators. In case the verdict of the Arbitration Court may have expanded legal validity, the claimant shall include in the statement of claim also evidence of notifications the third parties whom might be concerned by the verdict of the Arbitration Court; when it is impossible to establish their domicile or headquarter, the claimant shall include evidence of announcing publicly the fact of submitting the statement of claim. Such public announcing may also be administered by the Bench of the Arbitrators during the proceedings. Third parties may join the proceeding at either side, however, the parties at the side of the claimant shall obtain status of a party in the proceedings after paying in the due sums according to the Schedule of Costs and Fees. In case the verdict of the Arbitration Court is overruled, resuming of the proceeding in the same matter takes place upon the application of the claimant to which the provisions for a statement of claim are applicable respectively. After resuming the proceedings the composition of the Bench of the Arbitrators differs. The provisions for a statement of claim shall be applicable to all pleadings of the parties and letters of arbitration.
2. Statement of claim shall include at least:
  - the name of the Arbitration Court and appointing the arbitration agreement,
  - original of or confirmed by a professional proxy or by a party text of a contract including the arbitration agreement (written arbitration agreement),
  - estimation of the dispute subject value in financial disputes,
  - names of the parties in the proceedings, their addresses, in case of entrepreneur: copies of the national register extracts or another public register or record extract; also if possible NIP (tax identification number), REGON (statistical number) and KRS (national register extract) of the claimant,

- the claim description including justification, extensive evidence confirming the material circumstances and supporting the claim,
  - justification of the Arbitration Court competence,
  - power of attorney in case a proxy is appointed including documents confirming appointment of the proxy,
  - the party's signature or the proxy's signature,
  - evidence of incurring the registration fee, confirmed either by a party or by a proxy, in height as specified in the Schedule.
3. The claimant in the statement of claim is obliged to describe all thesis and evidence to support the claim otherwise he/she will lose the right to refer to them in the course of the proceedings unless he/she proves it was impossible to include them in the statement of claim or that the reason to refer to them emerged later, however, not later than within a week since the day the reason for impossibility terminates or since the day the reason for referring to it arose. The claimant shall attach to the statement of claim a copy of a complaint letter or a copy of summon to fulfill the performance voluntarily as well as declarations on the defendant's opinion in the matter, furthermore, information and copies of letters confirming attempts made by the parties to settle the dispute by means of mediation or conciliation negotiations. Regardless of the verdict the Bench of the Arbitrators may charge with the proceedings costs entirely or partly this party who by abandoning the above mentioned actions contributed to commencing unnecessary arbitration proceedings or to faulty estimation of the claim. In case before the arbitration proceedings commencing the parties are to appoint jointly an arbitrator (arbitrators), the claimant shall attach to the statement of claim evidence confirming attempts to appoint an arbitrator (arbitrators) with the defendant and a statement on the attempts' result.
  4. The statement of claim may appoint an arbitrator (arbitrators) chosen by the party, may include an application to settle the dispute by the sole arbitrator or an application to have an arbitrator appointed by the Arbitration Court President; likewise, an application to protect the claim, to commence the trial and conclusions aiming to the trial preparation.

#### **Article 10. Supplementing a claim filed to the Arbitral Court**

1. After the statement of claim is submitted the Secretary or a person empowered by him/her appoints a gives a reference number and calls for the claimant so that he could within a period he had appointed, not shorter than a week, pay in all required payments (and – in case it is necessary – pay in the advance payments towards the future expenses), and the Secretary informs about the height of the required payments and possible about the need to supplement the claim if it does not meet the requirements as in Article 9 of the Arbitration Regulations. After the reference number is assigned to the claim the parties as well as the other participants are obliged to refer to the number in the letterhead of all letters to the Arbitration Court and in letters sent mutually.
2. In case the payments as specified in point 1. are not fully paid in on time or in case other defaults of the statement of claim are not cured on time, the issue is self-suspended, and then remitted – if the proceeding is not resumed within three months since the day it was suspended. Paying in full due fees or the remaining parts of them in the period of suspension is deemed to resuming the proceedings as on the date of making the first payment. Paying in when the proceeding is remitted is deemed to be



commencement of a new proceeding which is subject to payments pursuant to general rules without a possibility of accepting in advance the previously paid in sums.

3. The height of fees and other payments are specified in the Schedule of Costs and Fees for The Arbitration Court's Actions binding as on the day the arbitrary proceeding is commenced. Dividing the claims enforced before the Arbitration Court is inadmissible. The Bench of the Arbitrators – in case of reasonable doubts – may estimate a real value of the subject under dispute. The provisions of the previous points are applicable respectively.
4. Withdrawal of the claim is possible without waiving the claim is effective only after the opposing party's consent or when it happened before sending a statement of claim to the opposing party.

#### **Article 11. Reply to the statement of claim**

1. After the statement of claim is submitted the Secretary or a person empowered by him/her calls for the claimant so that he could within a period he had appointed, not shorter than a week, appoint an arbitrator (arbitrators) if the dispute is not a subject to be investigated by the sole arbitrator. The Secretary attaches to the written call a copy of the Arbitration Rules and a non-binding list of arbitrators or he/she informs that the list is accessible at the seat of the Arbitration Court or on-line.
2. The defendant may submit a reply to the statement of claim within three weeks since receiving the written call from the Secretary of the Arbitration Court. The Secretary attaches to the written call a copy of the statement of claim and of all the enclosures. In the call the Secretary informs the defendant about the Bench of the Arbitrators. Lack of the reply to the statement of claim does not withhold the further proceedings.
3. In the reply to the statement of claim the defendant is obliged to list all thesis and pleas and give all evidence to support them under the clause of losing the right to refer to them in the course of the proceeding unless the defendant proves that referring to them directly in the reply to the statement of claim was impossible or that the reason to refer to them emerged later, however, not later than within a week since the day the reason for impossibility terminates or since the day the reason for referring to it arose. Respective provisions referring to the statement of claim are also applicable to the reply to the statement of claim.
4. At latest in the reply to the statement of claim the defendant may institute reciprocal claim or raise a plea of compensation if the claim and the plea are subject to the same Arbitration Court competence and under the condition the registration fee is paid in. The proportional payment or constant payment the defendant pays in when called by the Secretary to supplement defects in forms of his/her claim according to the same rules as anticipated for a claim. At latest in the reply to the statement of claim the defendant may rise a motion to call for a third person to the proceedings if a verdict in the proceeding may impact his/her recourse claims or indemnity claims toward the third person. The motion shall meet all the requirements as specified for a claim and it shall be covered with a proper fee according to the Schedule of Costs and Fees for the Arbitration Court's Actions. After the motion is paid in the Secretary hands it to the third person with a call to declare within a given period of time, not shorter than a week, whether he/she joins the dispute as an indirect intervener. The indirect intervener receives copies of all letters, may submit his/her declarations and explanations in the course of the proceeding, however he/she does not become a party and the verdict not does not refer directly to his/her rights and obligations.

## **Article 12. Arbitral Proceedings**

1. The parties have a possibility of presenting before the Arbitration Court both in the field of factual and legal aspects all these issues and matters they consider to be appropriate to protect their rights according to the rule of full equality of rights. The Bench of Arbitrators at the Arbitration Court decides about the corollaries basing on its own recognition. The Bench may hear the witnesses' confession and experts on one's own initiative, the Bench may demand additional explanations from the parties, materials and evidence. Moreover, the Bench has a right to all other acts which it considers significant and expedient to settle the dispute. The Bench is free to decide whether to proceed to a trial in order to let the parties present their thesis or evidence to protect them, or whether the proceedings shall be carried out on the basis of documents and the remaining letters, without commencing a trial.
2. The Bench of Arbitrators decides whether the proceeding is of a written character or whether it is expedient to proceed to a trial. In case the dispute is investigate at the trial the Arbitration Court shall prepare the trial in such a manner so that it could be completed within one session. The date and the place of the trial is appointed by the Arbitration Court in a manner which enables participation of the parties and enables hearing the evidence. The Secretary or a person empowered by him/ her notifies about the date and the place of the trial. Absence of the parties does not suspend the trial. The Arbitration Court is however obliged to explain comprehensively all the circumstances necessary to settle the dispute. If the Bench of Arbitrators decides the subject of the dispute is explained to settlement the chairman of the Bench, the super-arbitrator, or the sole arbitrator adjudicating individually closes the proceeding. The closed proceeding might be resumed on reasonable application of the party or ex officio.
3. Sessions of the Arbitration Court are not public. The sessions might be however heard by the President, the Deputy President, the recording clerk and the Secretary of the Arbitration Court. The course of the session is recorded in the protocol. The protocol is signed by the super-arbitrator or the sole arbitrator adjudicating individually as well as the recording clerk. The sessions is recorded in writing by the Secretary or a person assigned by him/ her to. The sessions is administered by the chairman of the Bench of Arbitrators. The chairman in the multi-member Bench of Arbitrators may individually issue verdicts on the procedural issues, however, in the substantive issues may assign a person to report it – the person except for reporting is responsible for preparing a project of the verdict justification for the Bench of Arbitrators.
4. Any pleas referring to the procedure before the Arbitration Court the parties should raise in writing under the clause of losing them and within a week since the parties learned about them or since the day on which they could have recognized a basis for a plea under the condition due diligence was obeyed.

## **Article 13. Award by consent and arbitration awards and their execution**

1. In any phase of the proceedings before the Arbitration Court the parties may reach award by consent. The chairman of the Bench may persuade the parties to reach the award by consent, may also if both of the parties agree send the dispute for the conciliatory proceeding. In case the award by consent is reached the Arbitration Court may make it content of its verdict in a shape of a sentence.

2. An arbitrator is independent. He/she fulfills the function in an impartial manner and according to his/her best knowledge and conscience. An arbitrator does not represent the interests of any of the parties, he/she is not bound with the civil proceedings code provisions and may adjudicate on the basis of general law rules as well as justice principles (*ex boni et aequi*). Verdicts of the Arbitration Court may not violate rules of the lawfulness binding in the Republic of Poland. In all disputes the arbitrators take into account the content of agreement that the parties have with one another and traditions of the economic trading. In case serious doubts appear connected with material law aspects and procedure law aspects the Bench of Arbitrator may in any phase of the proceedings turn to the Arbitration Court Presidium in writing for their evaluation.
3. Verdicts of the Arbitration Court are issued in writing. The Bench of the Arbitrators issues a judgment after closed debate in which the recording clerk may participate. In justified cases the Arbitration Court may issue an initial judgment. The content of the Arbitration Court's judgment shall meet the formal requirements as specified in the civil proceedings code which are to be respectively applicable also to other verdicts of the Arbitration Court. Furthermore, a judgment shall include a statement about the costs of the proceedings, and as far as deciding about the costs is concerned the arbitrators may in an auxiliary manner apply the rules anticipated in the procedure binding in Polish state courts. The Arbitration Court may also adjudicate refund of costs connected with appearance of the opposing party, costs and expenses of the expert and translator, one assistant, costs of their stays in hotels, transport, and other necessary costs. Bearing in mind the kind and character of the dispute, amount of the proxy's work and his contribution to the dispute settlement, the Arbitration Court may also adjudicate an appropriate sum as a costs refund for the arbitration replacement, even if the proxy does not raise a claim for the costs refund according to applicable standards or fails to submit lists of costs. Verdicts of the Arbitration Court are stamped. The Arbitration Court's judgment including justification are delivered to the parties *ex officio*. The judgment is binding for the parties and final. There is no appealing measure. The common law provision decide if the judgment is binding also for the third parties who are not parties in the proceedings before the Arbitration Court.
4. If a party does not enforce the Arbitration Court's verdict voluntarily, the Arbitration Court's President may on application of the opposing party order to give this fact public notice including giving the notice about it on-line disclosing full name (Christian name and family name) of the party, its seat (domicile) as well as names and family names of the management board members or a managing director, and in particular send the information to other self-chosen conciliatory courts, economic chambers and similar institutions. An application to use this means is subject to fee and may be submitted to the Arbitration Court only after two months since receiving of the verdict. About the fact such an application was submitted the opposing party is notified by the Secretary or a person assigned by him/ her, simultaneously a call for voluntary enforcing the Arbitration Court's verdict and for presenting evidence confirming this is attached to it. The President makes the decision whether to apply the sanction within a month from the day the party was called by the Secretary. In case of bodies connected with the Arbitration Court by means of a mutual co-operation agreement the President may give a notice to preferences anticipated for the bodies or even renounce the agreement. In case of the bodies who are members of the Lower Silesian Chamber of Commerce in Wrocław the President may except for giving a notice to preferences approach the authorities of the Chamber with a motion to apply

organizational sanctions as specified in the statutes of the Lower Silesian Chamber of Commerce. The above described sanctions might be applied jointly.

#### **Article 14. Conciliation**

1. Commencing the conciliatory proceedings takes place by means of submitting the motion for conciliation, covered with a payment as specified in the Schedule. In the aspects not differently governed the provisions of the Arbitration Rules applicable for claims and arbitration proceedings apply respectively also to the motion for conciliation and to the conciliatory proceeding, but the competence of the Bench of Arbitrators, including competence for verifying the value of the subject under dispute, is taken over by the Arbitration Court's Secretary. A motion for conciliation and the enclosure shall include at least:
  - names of the parties in the proceedings, their addresses, in case of entrepreneur: copies of the national register extracts or another public register or record extract; also if possible NIP (tax identification number), REGON (statistical number) and KRS (national register extract) of the proposer of the motion,
  - brief description of the factual situation and short presentation of the dispute,
  - defining effects that emerged in connection with the dispute at the side of the proposer of the motion,
  - proposal of the dispute settlement,
  - pointing to the scope of possible concessions,
  - description of the actions undertaken so far and aiming to settle the dispute,
  - estimating the value of the subject under dispute in case of material disputes,
  - appointing a conciliator from the list or a motion to appoint him / her by the Arbitration Court's President,
  - power of attorney if a proxy was appointed together with documents confirming the scope of empowerment,
  - signatures of the party or his/her empowered proxy,
  - evidence of incurring the registration fee, confirmed either by a party or by a proxy, in height as specified in the Schedule.
  - a list of enclosures
2. The conciliatory proceedings is conducted by the sole conciliator. An expert who took part previously in issuing a legal evaluation on the matter may not be a conciliator. If the proposer (proposers) of the motion fails to appoint a conciliator from the list in the motion for conciliation proceeding commencement, then the Arbitration Court's President appoint a conciliator from the list. The procedure letters in the conciliatory proceedings are submitted to the Arbitration Court in at least three copies. The party is not obliged to deliver the letters to the opposing party unless the motion for conciliation was submitted by both of the parties. A conciliator undertakes all actions aiming to conciliatory settlement of the dispute or aiming to determine the reason for denial to conclude award by contest within three months since the day the proceeding was commenced. This period may only be prolonged on application of the proposer (proposers) of the motion. The conciliator may turn to the proposer and the opposing

party indirectly or by mediation of the Arbitration Court's Secretary. The conciliator may in any phase of the proceedings demand from the proposer (proposers) additional information and appropriate documents. The conciliator elaborates a project of the award by consent and the arbitration agreement if the parties were not previously bound by any.

3. The award by consent is signed by the parties and the conciliator. The award of consent reached in the conciliatory proceedings requires to be fully forceful approval of the Arbitration Court if the parties did not have any arbitration agreement between one another before, they concluded it during this conciliatory proceeding, but after its concluding the party who started the conciliatory proceeding or the opposing party commence the arbitration proceeding in order to approve reaching the award of consent. While it is approved the conciliatory proceeding is completed. If the conciliatory proceeding was commenced during the arbitration proceeding, then the Arbitration Court approves the reached award of consent with a verdict, and the conciliatory proceeding gets suspended. When the award of consent is not reached within three months since the day the conciliatory proceeding was commenced or possible within the prolonged period of time with a written consent of the parties the conciliatory proceeding is remitted. The conciliator confirms it in a resolution defining the undertaken actions and the reasons why the award of consent was not successfully reached. The archives connected with the conciliatory proceeding are filed by the Arbitration Court according to the same provisions as applicable in the arbitration proceedings.
4. Nothing that was said, done, written in order to reach consent can in any manner expose the parties' rights to danger in a subsequent proceeding before the Arbitration Court or a state court. Any declarations, statements, proposals of the parties submitted or disclosed in the course of the conciliatory proceedings in connection with a possibility of conciliatory settlement of the dispute, cannot be referred to and taken into account in the arbitration proceedings unless the parties decide so. The conciliator cannot be appointed to the function of an arbitrator both by a party and the parties who persuaded to reconciliation, furthermore, he/she cannot be appointed for the post of an arbitrator by the Arbitration Court's President in arbitration proceedings between the two parties. In such a dispute he/she may not take a role of a super-arbitrator, either. Archives of the conciliatory proceedings are stored by the Arbitration Court according to the rules applicable for the arbitration proceedings.

### **Article 15. Issuing legal evaluations**

1. In economic issues, in particular in case of commercial contracts and agreements, in which the parties anticipate a possibility of estimating the subject of agreements, the manner and quality of execution, place of fulfilling the performance or height of the due sums to be paid by an independent third party or an institution (an expert), a legal evaluation of the Arbitration Court might be made elaborated and beneficial. The legal evaluation might be taken advantage also by the Bench of the Arbitrators in the course of the arbitration proceedings.
2. Commencing the proceedings aiming to issue a legal evaluation takes place by means of submitting the motion of one or both of the parties, covered with a payment as specified in the Schedule. In the aspects not differently governed the provisions of the Arbitration Rules applicable for statements of claims and the arbitration proceedings apply respectively also to the motion for issuing legal evaluation, but the competence of the Bench of Arbitrators, including competence for verifying the value of the

subject under dispute, is taken over by the Arbitration Court's Secretary. A motion for issuing legal evaluation together with the enclosure shall include at least:

- names of the parties in the proceedings, their addresses, in case of entrepreneur: copies of the national register extracts or another public register or record extract; also if possible NIP (tax identification number), REGON (statistical number) and KRS (national register extract) of the proposer of the motion,
  - brief description of the factual situation and short presentation of the situation subject to the legal evaluation,
  - question (question) that the legal evaluation is supposed to answer,
  - estimating the value of the matter subject to the legal evaluation in case of material disputes, and if there is no dispute - estimation of the value in case a dispute might emerge in connection with a legal problem given for the legal evaluation,
  - appointing an expert (experts) from the list or a motion to appoint him / her by the Arbitration Court's President,
  - power of attorney if a proxy was appointed together with documents confirming the scope of empowerment,
  - signatures of the party or his/her empowered proxy,
  - evidence of incurring the registration fee, confirmed either by a party or by a proxy, in height as specified in the Schedule,
  - all necessary documents, expertise, data which are essential for issuing the legal evaluation,
  - a list of enclosures attached to.
3. If the proposer of the motion does not appoint an expert (experts) from the list in his/her motion for a legal evaluation and the number of the experts is not established, then a sole expert from the list is appointed by the Arbitration Court President. A person who participated earlier in the proceeding as a conciliator or an arbitrator may not become an expert. Letters in the proceeding for a legal evaluation issuing are submitted to the Arbitration Court – if the legal opinion is going to be issued by a sole expert – in at least three copies. The party is not obliged to deliver these letters to the opposing party unless both of the parties submitted a motion for a legal evaluation. The expert may turn to the proposer of the motion and the opposing party, if he/she is not at the same time a proposer, directly or by mediation of the Arbitration Court's Secretary. The expert may in any phase of the proceeding demand from the proposer of the motion additional information and appropriate documents. The expert issues the legal evaluation promptly after all default in formal aspects are supplemented and cured. The deadline for issuing the legal evaluation gets prolonged respectively if the motion for a legal evaluation was incomplete and in case in later date the reason for supplementing the materials, documents, data, information, which are basis for the legal evaluation issuing, arose. The legal evaluation elaborated in the material proceeding is issued in writing in three copies and is delivered to the proposer of the motion after all the due payments and fees are made as specified in the Schedule.
4. In case it is impossible to issue a legal evaluation or in case a dispute arises in connection with it between the parties they may commence the conciliation proceeding or arbitration proceeding pursuant to the general rules as specified in the Arbitration Rules hereof. The archives connected with the proceeding for issuing a

legal evaluation are filed by the Arbitration Court according to the same provisions as applicable in the arbitration proceedings.