RESULT ADR GROUP
conflict management experts

RESULT ADR ARBITRATION RULES

(inofficial translation of the Arbitragereglement Result ADR)

effective August 14, 2006

Important notice:
The text in Dutch of the Result ADR Arbitration Rules ("Arbitragereglement Result ADR") is the only official text.

Article 1 – Applicability

1.1 These Rules are applicable where the parties have agreed that their dispute is to be arbitrated by Result ADR or under the Result ADR Arbitration Rules or the applicability of these Rules has been agreed in another manner.

1.2 When these Rules have been amended after the parties have entered into their agreement but before the arbitration has commenced the amended arbitration rules will be applicable, unless the parties have excluded the applicability of this provision.

1.3 Any arbitration governed by these Rules will be subject to Dutch law, and in particular to the provisions of the Fourth Book of the Code of Civil Procedure. This does not affect the law applicable to the relationship between the parties and their dispute.

Article 2 – Expansion and modification

2.1 The parties may agree to expand or modify these Rules. When they intend to do so before an arbitrator has been appointed this is only possible if the Administrator agrees with the proposed expansion or modification. When they intend to do so after an arbitrator has been appointed this is only possible if the Administrator and the arbitrator agrees with the proposed expansion or modification. The conditions specified in the preceding two sentences do not apply in situations in which these Rules expressly permit expansion or modification by the parties.

Article 3 – Definitions

3.1 In these Rules the words specified in this provision have the meaning stated next to them, unless it clearly follows from the context that the word has been used in another, not defined meaning:

- application: the application for an arbitration;
- applicant: the party that has filed the application;
- arbitrator: the arbitrator (including, in the relevant cases, the arbitrators, even where the word is used in the singular) who has been appointed in that position under these Rules and who functions in that capacity;
- arbitration: an arbitration under these Rules;

- appointing authority: the appointing authority appointed by Result ADR B.V., if any, referred to in Article 4;
- claimant: the applicant that has filed a statement of claim;
- Administrator: Result ADR B.V. ("Result ADR") or its successor in law;
- counterclaim: a claim that is instituted by the respondent against the claimant and in re-

spect of which the respondent indicates that it wishes it to be adjudicated in the arbitra-tion that the claimant has commenced;
- respondent: the party that is specified in the application as the respondent or the party against which the claim is directed, whatever is the case;
- law: Dutch law, in as far as applicable to the arbitration, and "legal" relates to the law as so defined.

3.2 In these Rules a female arbitrator and a female secretary will be referred to by the masculine pronoun

3.3 In these Rules a reference to a day is to be considered as a reference to a business day. In these Rules a business day is each day except Saturdays, Sundays and generally recognized Dutch public holidays.

Article 4 – Administrator and Appointing Authority

4.1 The Administrator administers the arbitration. In consultation with the arbitrator it supplies the facilities for the arbitration. It supports a diligent and efficient progress of the arbitration.

4.2 A challenge of the existence of a valid arbitration agreement or the applicability of these Rules does not deprive the Administrator of its authority to start and administer the arbitration until the arbitrator has ruled on such challenge.

4.3 The parties' choice of arbitration under these Rules implies permission for the Administrator to take cognizance of the pleadings and other documents that become available to or are pre-pared by the arbitrator and this will not be a violation of the confidentiality of the arbitration.

4.4 The Administrator can institute an Appointing Authority that exercises the functions of the Administrator on its behalf in respect of the appointment of the arbitrator. For legal purposes the Administrator remains the body appointing the arbitrator.

4.5 The Appointing Authority will be composed of one or more members. When there is more than one member the Appointing Authority will be represented by its chairman. The Adminis-trator appoints the chairman in that position.

Article 5 – Application

5.1 An arbitration is initiated by filing an application with the Administrator.

5.2 The claimant should include in the application:

(a) the name and, in the case of a natural person, the given names, the legal form if any, and the address of the claimant and chosen domicile if any, together with further contact details such as telephone number and email address;

(b) if applicable: the name, address and capacity of the individual who has been authorised by the claimant to represent him in the arbitration, together with his further contact de-tails such as telephone number and email address;

(c) name, legal form if any and address of the respondent, as well as possibly further contact details of the respondent;

(d) in as far as known: name, address and capacity of the representative of the respondent in respect of the dispute;

(e) indication of the provision or provisions by which the parties have agreed on arbitration by Result ADR or under the Result ADR Arbitration Rules and indication of the agreement or

other document containing that provision; or, if applicable, indication of the other means by which the parties have agreed on arbitration under these Rules;

(f) the claim that the claimant institutes in the arbitration, for which reference can be made to the claim as included in the Statement of Claim attached to the application;

(g) the place of the arbitration, if the parties have agreed thereon;
(h) the language in which the arbitration will be conducted, , if the parties have agreed thereon;
(i) the number of arbitrators, if the parties have agreed thereon;
(j) if the parties have not agreed on the number of arbitrators and the claimant has a preference for another number than one: the claimant's preference for the number of arbitra-tors to be appointed;
(k) the information (such as the names of affiliated enterprises and the names of the executives) with respect to (1) the claimant and (2) other companies and enterprises that are involved with the claimant, if any, that to the claimant's best knowledge can be relevant for the appointment of an impartial and independent arbitrator;
(l) the information (such as the names of affiliated enterprises and the names of the executives) with respect to (1) the respondent and (2) other companies and enterprises that are involved with the respondent, if any, that are known to the claimant and that to the claimant's best knowledge can be relevant for the appointment of an impartial and independent arbitrator;
(m) any legal or arbitral procedures that have or can get a relation with the applied arbitration, in as far as it can be relevant for the appointment of an impartial and independent arbitrator;
(n) other information that may be relevant as part of the application.

The Administrator and, after his appointment, the arbitrator may grant relief from one or more of these requirements.

5.3 The claimant should add the following documents to the application:
(a) a copy of the agreement or other document containing the provision by which arbitra-tion under these Rules between the parties has been agreed;
(b) a copy of the agreements referred to under (g), (h) and (i) of Article 5.2, if applicable;
(c) the claimant's Statement of Claim with the exhibits thereto;
(d) when the claimant is represented by an individual who is not an advocaat: the power of attorney of such representative.

5.4 The application should be filed in four copies. If and when it is known that more than one arbitrator will be appointed, the claimant should provide the Administrator with one extra copy of the application for each additional arbitrator.

5.5 The Administrator is not held to process an incomplete application.

5.6 An arbitration is pending on the day of receipt of the application by the Administrator. An incomplete application will be deemed to be an application for the purpose of this provision, if the application is sufficiently defined.

5.7 The Administrator notifies the claimant that its application has been received, specifying the date of receipt.

5.8 The Administrator also notifies the respondent that the application has been received speci-fying the date of receipt. The Administrator sends its notice to the address specified in the application as the address or chosen domicile of the respondent. It adds one or two copies of the application and the exhibits to its notice. It can dispense with this last requirement when it is impractical and the respondent has notified the Administrator that it has received a copy of the application and the exhibits.

Article 6 – Statement of Claim

6.1 The Statement of Claim should include at least:

(a) the claim that the claimant submits;

(b) the grounds relied on for the claim;
(c) which the agreement or other document contains the agreement to arbitrate under these Rules or, if applicable, by which other means the parties have agreed on arbitration under these Rules;
(d) the other circumstances that the claimant wishes to bring forward;
(e) the defences and the grounds supporting them that the respondent has made known to the claimant or that have otherwise come to the claimant's knowledge, and the claim-ant's comment thereon;
(f) the evidence for its assertions and the witnesses that the claimant can bring forward to support the disputed grounds for its claim.

6.2 Article 16.1 is applicable to the Statement of Claim.

Article 7 – Short reaction of the Respondent

7.1 The Administrator may request the respondent to give a short reaction on the application in order to optimise the Administrator's ability to appoint an arbitrator and to take other decisions and to promote the efficiency of the arbitration.

7.2 Unless the Administrator sets a different time limit, the short reaction should be received by the Administrator two weeks after its request at the latest.

7.3 The short reaction should include:

(a) if applicable: the name, address and capacity of the individual who has been authorised by the respondent to represent him in the arbitration, together with his further contact details such as telephone number and email address;
(b) the position that the respondent intends to take in respect of the validity of the agree-ment to arbitrate under these Rules;
(c) whether the respondent intends to challenge or not to challenge the claimant's claim, or, if the claim consists of several parts, whether it intends not to challenge all or some parts;
(d) a short reaction to the parts of the application that correspond to items © to (n) of Article 5.2 of these Rules, with the exception of item (f) (regarding the claimant's claim);
(e) when the parties have not agreed the number of arbitrators to be appointed and the respondent has a preference for another number than one: the respondent's preference for the number of arbitrators to be appointed;
(f) in as far as not specified in the application: the information (such as the names of affili-ated enterprises and the names of the executives) with respect to (1) the respondent and (2) other companies and enterprises that are involved with the respondent, if any, that to the respondent's best knowledge can be relevant for the appointment of an impartial and independent arbitrator;
(g) in as far as not specified in the application: the information (such as the names of affiliated enterprises and the names of the executives) with respect to (1) the claimant and (2) other companies and enterprises that are involved with the claimant, if any, that are known to the respondent and that to the respondent's best knowledge can be relevant for the appointment of an impartial and independent arbitrator;
(h) a statement whether the respondent intends to file a counterclaim and, in as far as known and to the best knowledge of the respondent relevant for the appointment of the arbitrator: a brief description of that intended counterclaim;

(i) other information that the Administrator may have requested the respondent to provide. The Administrator may grant relief from one or more of these requirements.

7.4 The short reaction will not be deemed to constitute a defence. Its content does not bar the respondent to take other positions in the arbitration.

Article 8 – Appointment of the Arbitrator

8.1 The Administrator determines the number of arbitrators that will be appointed, unless the parties have agreed on the number.

8.2 When the parties have agreed on the number of arbitrators that number of arbitrators will be appointed, provided it is an uneven number. If an even number has been agreed that number increased by one will be appointed.

8.3 The Administrator appoints the arbitrator (one or three or five) for whom the arbitration will be conducted.

8.4 The Administrator may submit the names of potential arbitrators to the parties and invite each of the parties to indicate whom of them it prefers or, if so invited, against whom it objects. The reaction of the parties should be received within a stated time limit. The Administrator decides to what extent it takes the parties' reactions into account.

8.5 The appointment of the arbitrator takes place within the legal time limit or within such longer time limit as the parties may have agreed. The Administrator may extend the time limit. It notifies the parties of such extension.

8.6 The arbitrator accepts his appointment in writing.

8.7 The Administrator notifies the parties of the appointment of the arbitrator and his acceptance of the appointment.

8.8 After his appointment the Administrator hands the application, the Statement of Claim, the short reaction of the respondent and other relevant documents, if any, to the arbitrator.

Article 9 – Appointment of a Secretary

9.1 The Administrator may appoint a secretary who assists the arbitrator by performing secretarial tasks. The arbitrator directs the secretary's activities in respect of the arbitration.

9.2 The Administrator notifies the appointment of the secretary to the parties.

9.3 The Administrator may replace the secretary at any time during the arbitration.

9.4 The provisions of Articles 10, 11 and 12 in respect of the arbitrator applies equally to the secretary.

Article 10 – Neutrality

10.1 The arbitrator must be impartial and independent. He must not have close personal or business ties with one of the parties or enterprises affiliated to them or have an interest in the outcome of the dispute.

10.2 When an individual has been asked to accept an appointment as arbitrator he must not ac-cept if he knows or can learn that he is not impartial and independent or that justifiable doubt about his impartiality and independence can exist.

10.3 An arbitrator should avoid that he is not or not any more impartial and independent or, in as far as it is reasonably in his power, that reason for doubt about his impartiality and independ-ence is created.

10.4 When after his appointment an arbitrator draws the conclusion that he is not (or not any more) impartial and independent or that justifiable doubt about his impartiality and independence can

exist he will report this in writing to the parties and the Administrator, describing the relevant facts. The Administrator will then release him from his mandate, unless each of the parties notifies the Administrator that it does not object against continuation of the arbitration by this arbitrator and the arbitrator consents thereto.

10.5 The arbitrator may leave it to the Administrator to draw the conclusion referred to in the first sentence of the preceding provision. When the Administrator draws the conclusion that the arbitrator is not (or not any more) impartial and independent or that justifiable doubt concern-ing his impartiality and independence can exist it will report this in writing to the parties. In that case the final sentence of the preceding provision is applicable.

10.6 When an individual who has been approached to be appointed as an arbitrator has given his opinion about the case to one of the parties, its representative, the Administrator or the Ap-pointing Authority prior to his appointment, he should inform the Administrator about this prior to his appointment and he must not accept an appointment as arbitrator.

Article 11 – Statement in case of doubt about Neutrality

11.1 When an individual who has been approached to be appointed as an arbitrator believes that there could be doubt about his impartiality or independence, but he believes such doubt would not be justified, he will state this in writing to the Administrator, identifying the relevant facts and their potential effect on his position. Unless the Administrator abandons its intention him, it will send a copy of such statement to the parties. The Administrator may request the parties to react to the statement before it proceeds to appoint the individual.

11.2 When an arbitrator after his being appointed notices that there may be doubt about his impartiality or independence, but he believes such doubt would not be justified, he will state this in writing to the parties and to the Administrator, identifying the relevant facts and their potential effect on his position.

11.3 The legal provisions regarding challenge of an arbitrator apply.

Article 12 – Release from the arbitrator's mandate

12.1 An arbitrator may be released from his mandate at his request. This requires either the approv-al of the parties or the approval of the Administrator.

12.2 An arbitrator may be released from his mandate by the Administrator at the request of one of the parties if he is not capable any more to fulfil his mandate legally or in fact.

12.3 After an arbitrator has been released from his mandate the Administrator appoints a new arbitrator. The proceedings are then continued from the point where they were at the time of the release, unless the parties have agreed otherwise or the new arbitrator rules that certain pleadings should be done anew.

Article 13 – General Rules regarding the Proceedings

13.1 The arbitrator is directs the arbitration. He directs how the arbitration will be conducted, with due observance of the provisions of these Rules.

13.2 The arbitrator may provide rules and make rulings for situations that are not provided for in these Rules. As long as no arbitrator has been appointed the Administrator has this authority.

13.3 The arbitrator takes a neutral position. He does not have separate contact with one of the par-ties about matters that have a material impact on the arbitration, except when the other party has agreed thereto.

13.4 The arbitrator may set time limits within which a party should perform an act of procedure or other act.

13.5 The arbitrator may extend a time limit set in these Rules or by him, at the request of a party or on his own initiative. In case of an emergency arbitration (spoedarbitrage) requested by both parties the arbitrator may also shorten the time limits. The time limits may also be shortened in special situations, where it is not unreasonable.

13.6 If a party does not perform an act or instruction ordered by the arbitrator or does not use an opportunity granted to it, or does not observe a time limit, the arbitrator may attach the consequences thereto that he deems proper, which may include the decision that the party concerned looses the opportunity to perform that act or will be deemed not to be capable or willing to perform that act or that certain facts will be or will not be considered plausible or proven.

13.7 Where more than one arbitrator has been appointed, the arbitrators may decide among themselves to grant one of them authority to make procedural rulings. The arbitrator to whom this authority has been granted informs the other arbitrators of his rulings.

13.8 The arbitrator may at any time during the course of the proceedings order a hearing to be held for the purpose of making procedural rules or agreements.

13.9 The arbitrator may at any time during the course of the proceedings order a hearing to be held with the parties to provide him with further information or where specific matters should be explained or to explore if a settlement between the parties can be reached.

Article 14 – Language and Place of the Arbitration

14.1 The language of the arbitration will be Dutch or, if the parties have agreed another language, in that other language. When the parties have agreed on another language than Dutch or Eng-lish the Administrator is not bound to give effect thereto.

14.2 The arbitrator and the Administrator may require that exhibited documents will be translated in the language of the arbitration.

14.3 When the parties have agreed on the place of the arbitration that place will be the place of the arbitration. When the parties have not agreed on a place it will be fixed by the arbitrator, and in the absence thereof the legal rules will apply.

14.4 Hearings, sessions, examination of witnesses and experts and other acts may also take place at another place than the place of the arbitration and the place of the arbitration will not change as a result thereof.

Article 15 – Exchange of Communications and Pleadings

15.1 The parties should send their communications, pleadings and other procedural documents designated for the arbitrator to the Administrator, specifying the case number and the name of the arbitrator. When one arbitrator has been appointed the communications, pleadings and other procedural documents should be furnished in four copies; when three arbitrators have been appointed in six copies. At the same time as the communication or document is sent to the arbitrator or the Administrator the party concerned should send a copy to the other party. It should be stated in the copy for the arbitrator or the Administrator that this last mentioned requirement has been fulfilled.

15.2 The Administrator forwards the communications or documents to the arbitrator or the secre-tary, depending on their division of tasks.

15.3 The Administrator may determine that, contrary to the preceding provisions, the parties should send their communications and documents directly to the arbitrator and/or the secre-tary, with a copy to the other party and the Administrator.

15.4 The arbitrator and the secretary will send their communications to the parties either directly to the parties or let the secretary or the Administrator do this. They provide the Administrator with a copy of their communications to the parties.

15.5 Communications with the arbitrator, the secretary and the Administrator in respect of the arbitration should take place in writing, unless another form has been determined. In addition

communication by email to specified addresses is permitted, provided that (1) all concerned have agreed thereto and have not revoked their agreement, (2) it concerns communications that are not time-sensitive or should be in original, and (3) a copy is provided without delay when an addressee so requests. Where these Rules require the written form a communication by email is deemed to conform to that requirement provided it satisfies the preceding provi-sion.

15.6 All those involved in the arbitration are required to notify the other individuals or entities involved of any change in their address or in other details.

Article 16 – Submission of Documents

16.1 Unless the parties have agreed otherwise, a party should as much as possible annex the documents on which it relies to its pleadings, with an index thereof. It suffices to annex copies. This does not imply that it may not be necessary to submit originals at some point.

16.2 At the request of one of the parties or on his own initiative the arbitrator may order that a party that has one or more documents at its disposal or in its possession should provide a copy or extract thereof or of a category thereof to the other party, or should allow the other party inspection thereof, without prejudice to the right of the parties to agree otherwise.

16.3 The arbitrator may rule in which manner copy or extract will be provided or in which manner inspection will take place.

Article 17 – Statement of Defence

17.1 The respondent has the opportunity to deliver a Statement of Defence. This should include:

(a) the respondent's position regarding the arbitration agreement and the applicability of these Rules to the claim of the claimant;

(b) its position regarding the claim of the claimant and its reaction to the assertions of the claimant;

(c) the evidence for its assertions and the witnesses that it can bring forward to support its assertions.

17.2 Where the respondent is represented by an individual who is not an advocaat he should fur-nish the power of attorney of such representative

17.3 If the respondent wishes to object to the jurisdiction of the arbitrator he should submit that objection prior to or at the same time as the filing of the Statement of Defence or in the State-ment of Defence or, if no Statement of Defence is filed, prior to the first oral or written defence.

17.4 Unless the parties have agreed otherwise the respondent should file the Statement of Defence no later than four weeks after it has received a copy of the application with the Statement of Claim or, if that is later, three weeks after it has received notice that the arbitrator has been ap-pointed and has accepted his appointment. The arbitrator may extend this time period. When the arbitrator decides to extend this time period he notifies the parties of his decision, if pos-sible within five days after his appointment. To arrive at his decision the arbitrator takes into account, among other things, his first impression with regard to the complexity of the case, the nature and size of the claim, whether the respondent resides in the Netherlands, whether the respondent (in as far as known to him) is versatile in the language in which the application and the Statement of Claim

are written and whether the respondent is assisted by legal counsel. The arbitrator may make enquiries with each of the parties for that purpose. A decision not to extend the time period does not have to be communicated to the parties.

Article 18 – Counterclaim

18.1 The respondent may institute a counterclaim, as defined in Article 3 of these Rules, under the provisions of this article.

18.2 A counterclaim should be instituted in writing. The relevant pleading (the "Statement of Counterclaim") should include the same items regarding the counterclaim as required in these Rules for the Statement of Claim.

18.3 A counterclaim is admissible if the agreement by which the parties have agreed on arbitration of the relevant dispute by Result ADR or under the arbitration rules of Result ADR is the same as the agreement on which the original application is based.

18.4 A counterclaim should be instituted in the Statement of Defence or at the same time or, if the respondent has not been granted the opportunity to file a Statement of Defence, no later than the first oral or written defence in respect of the substance of the case; except when the arbi-trator judges that in the circumstances it would not be equitable to keep the respondent to this requirement.

Article 19 – Reply to the Counterclaim

19.1 After receipt of the Statement of Counterclaim the arbitrator will decide if the claimant will have an opportunity to reply to it in writing (the "Reply to the Counterclaim") and the period of time for the delivery of this reply. The arbitrator notifies the parties of his decision.

19.2 The Reply to the Counterclaim should include the same items regarding the counterclaim as required in these Rules for the Statement of Defence.

Article 20 – Further written Statements

20.1 Unless the parties have agreed otherwise the arbitrator may rule that the parties should de-liver further written statements in additions to the ones specified in the preceding provisions. The arbitrator makes this ruling only when he is of the opinion that the submitted statements do not contain all information he needs for his decision and that he estimates that there is a real possibility that the lacking information may not or can not be dealt with during the oral hearing or when he has other reasons to desire further written statements.

Article 21 – Oral Hearing

21.1 The arbitrator gives each party an opportunity to present its case verbally to the arbitrator and the other party in a hearing, unless the parties have agreed otherwise or have waived this.

21.2 The arbitrator fixes the time and place of the oral hearing and notifies the parties thereof.

21.3 Each party has the right to be represented in the hearing by counsel. When such representa-tive is not the same individual as its representative in the arbitration it should timely prior to the hearing notify the arbitrator and the other party of his name and contact details and, if applicable, the firm to which he belongs.

21.4 If a party wishes other individuals than its representative in the arbitration and/or its coun-sel to be present at the hearing it should request permission from the arbitrator prior to the hearing, with a copy of its request to the other party; unless the arbitrator grants relieve of this

requirement. The relief may also be granted later. The arbitrator rules on the request no later than in the hearing.

21.5 At the hearing each party or its counsel may submit a document reflecting its arguments brought forward in the hearing (the "pleading notes"), unless the parties have agreed otherwise.

21.6 If a party wishes to submit a document in the hearing it should request permission from the arbitrator therefore. When ruling on the request the arbitrator may take into account whether the request and the reason to submit the documents has been communicated to him and the other party prior to the hearing.

Article 22 – Evidence

22.1 Each party should indicate in its written statements and elsewhere in the proceedings as precisely as possible how it can prove its assertions and how it can disprove the assertions of the other party that it disputes.

22.2 The arbitrator may order one or both of the parties to produce proof of specific facts.

22.3 The arbitrator has discretion to assess the evidence and draw conclusions from it.

Article 23 – Witnesses and Experts

23.1 The arbitrator determines the form in which the statements of witnesses and experts should be rendered. When the parties have agreed on a form for these statements the arbitrator will adhere thereto, unless he judges that this may give rise to undesired effects.

23.2 If a hearing of witnesses or experts will be held the arbitrator fixes the time and place and the manner of the hearing.

Article 24 – Site Inspection and Viewing of the Object

24.1 The arbitrator may order a site inspection or a viewing of an object. He will give the parties an opportunity to be present at the inspection or viewing.

Article 25 – Change of a Claim

25.1 A party may change or increase its claim (which shall include a counterclaim) in the course of the arbitral proceedings. This should be done in writing and no later than at the beginning of the last hearing or, if no hearing is held, no later than at its last permitted written statement, unless the arbitrator judges that it does not stand in the way of proper proceedings if the change or increase is submitted later.

25.2 The other party may object to the change or increase in writing or, if the arbitrator permits, orally at the hearing, even when it has not submitted other written statements.

25.3 When an objection is made to a change or increase the arbitrator may grant the party that made the change or increase an opportunity to react to the objection and may hear the par-ties about the objection.

25.4 The arbitrator will rule that the objection is justified if the change or increase would stand in the way of proper proceedings or would be unfair for the other party or if the proceedings would by unreasonably delayed as a result thereof. When the objection is declared justified the change or increase will be disregarded.

25.5 A party may decrease its claim at all times during the proceedings.

Article 26 – Withdrawal of the Claim

26.1 A party may withdraw its claim (which shall include a counterclaim) at all times during the proceedings, subject to the following provision of this article.

26.2 If a claim is withdrawn the arbitrator may at the request of a party or on his own initiative

render a judgment concerning the costs. He may give the parties an opportunity to bring their views forward before taking his decision.

Article 27 – Joining and Intervention in the Case

27.1 A third party that has an interest in the case being arbitrated may request the arbitrator to grant it leave to join or intervene in the proceedings, if such third party is or has become a party to the arbitration agreement that is the basis for the jurisdiction of the arbitrator over the case.

27.2 The request for leave to join or intervene should be filed in the same manner as has been provided in these Rules for the application. The provisions of Articles 5 and 6 regarding the application and the Administrator's acting thereon are applicable by analogy as much as possible.

27.3 The arbitrator gives the parties an opportunity to submit a reaction to the request. The arbitra-tor may also give the third party an opportunity to explain its request.

27.4 The arbitrator rules on the request after weighing the interests of the parties and the third party.

27.5 The provisions of these Rules regarding the costs of the arbitration and the payment of an advance by the claimant apply accordingly to the third party that requests leave to join or inter-vene in the proceedings.

Article 28 – Action on Warranty

28.1 Each party may request the arbitrator leave to bring a third party in the case, if such third party is or has become a party to the arbitration agreement that is the basis for the jurisdiction of the arbitrator over the case.

28.2 The arbitrator gives the other party an opportunity to submit a reaction to the request. The arbitrator may also give the third party an opportunity to submit a reaction.

28.3 The arbitrator rules on the request after weighing the interests of the parties. The arbitrator denies the request if he judges it prima facie improbable that the third party will be held to indemnify the petitioner for the adverse effects of a negative verdict or if he judges that the proceedings would by unreasonably delayed as a result of the action on warranty.

28.4 The provisions of these Rules regarding the costs of the arbitration and the payment of an advance by the claimant apply accordingly to the party that requests leave to bring in a third party on warranty.

Article 29 – Interim Provisions

29.1 At the demand of a party the arbitrator may grant an interim provision in respect of the sub-ject matter covered by the arbitration agreement and the proceeding of the case if he so deems fit, taking into account among other things the interests of both parties, all in the wid-est sense.

29.2 It is left to the discretion of the arbitrator to judge whether the demand is well-founded and whether, in view of the nature of the demand, the provision of Article 16 of these Rules and other provisions of these Rules should be applied by analogy.

29.3 The arbitrator gives the other party an opportunity to submit a reaction to the demand, unless he judges that there is reason not to do so. When the arbitrator will render his decision on the demand in the form of an arbitral award he gives each party an opportunity to opportunity to

present its case verbally to the arbitrator and the other party in a hearing, unless the parties have agreed otherwise or have waived this.

29.4 The arbitrator may rule that one party or both parties should furnish security in connection with the interim provision. The provision may be an order under the condition precedent that the other party furnishes security, all as to be determined by the arbitrator.
29.5 The arbitrator renders his decision in the form of an arbitral award or in another form, which may include an order to a party. When the decision is rendered in the form of an award, this will have the force of an arbitral award in summary proceedings to which the provisions of the law and these Rules regarding arbitral awards will apply.

Article 30 – Arbitral Award

30.1 The arbitrator decides the case in accordance with the rules of the law.
30.2 The arbitrator takes applicable trade customs into account.
30.3 The award will be drawn up in a written document and will be signed in accordance with the relevant legal rules. It must contain at least the items prescribed by the law.

Article 31 – Dispatch and Filing of the Award

31.1 The arbitrator furnishes the award to the Administrator in two original copies increased with as many original copies or copies certified by him or the secretary as there are parties to the arbitration.
31.2 Thereafter the Administrator dispatches an original copy or a copy certified by the arbitrator or the secretary to each party.
31.3 The Administrator also files an original copy of the award at the registry of the District Court in the district of the place of the arbitration.
31.4 The Administrator notifies the parties of the date of the filing of the award at the court registry.
31.5 The Administrator does not cooperate with publication of the award, except with the express consent of the parties. In that case the award will be anonymized before publication, except if the parties have expressly consented to have their names stated.

Article 32 – Correction and Additional Decisions

32.1 The provisions of the law and legally provided proceedings apply to the correction of clear mistakes in the award, correction of specific information and the provision of an additional decision with respect to an item that the arbitrator has omitted to decide. The pertaining request should be filed with the Administrator as the arbitrator's representative.
32.2 Before making a correction as meant in the preceding section the arbitrator gives the parties an opportunity to give their views thereon, except for the party that has requested the correc-tion, if the arbitrator does not require it.
32.3 When an additional decision as meant in the preceding section is requested the arbitrator gives the parties an opportunity to give their views thereon.

Article 33 – Arbitral Award on Agreed Terms

33.1 If during the proceedings the parties reach a settlement the arbitrator may at their request record the contents of the settlement in an award.

33.2 An award in which the arbitrator has recorded the settlement of the parties will have the force of an arbitral award. The provisions of the law and these Rules regarding arbitral awards apply thereto, except in as far as otherwise provided in the law.

33.3 In as far as legally required the award containing a settlement between the parties should be

co-signed by the parties.

Article 34 – Independent Arbitral Summary Proceedings
Translation to follow

Article 35 – More than two Parties

35.1 When there are more than two parties involved in the arbitration the arbitrator will indicate from time to time, at the request of the parties or on his own initiative, state which special rules apply to the situation. The provisions of these Rules will be the basis therefore.

Article 36 –Arbitration Costs

36.1 The claimant is committed to pay the arbitration costs to Result ADR, except for the costs that are qualified by Result ADR as the costs of the respondent's counterclaim. The latter costs should be discharged by the respondent. In this provision, the "costs of the arbitration" shall include: the sum charged by Result ADR for the handling of the arbitration, including the fee of the arbitrator and the pay of the secretary as well as the costs of the filing of the award at the registry of the District Court.

36.2 Result ADR will fix the arbitration costs as much as possible using its published rates or in accordance with its agreement with the relevant party. In as far as the published rate is not applicable and no agreement regarding the costs has been made in another manner Result ADR will charge an amount for costs that is reasonable in its opinion in view of the time and costs spent in respect of the case by the arbitrator, the secretary and the Administrator, the expertise required for the handling of the case and the amount at stake in the case.

36.3 When the arbitration ends before an award is delivered Result ADR fixes the amount due as arbitration costs, taking into account the amount that would have been due for a full arbitra-tion and the amount of work performed.

36.4 The claimant should pay an advance on the arbitration costs to Result ADR at the beginning of the arbitration. The amount of such advance will be fixed by Result ADR on the basis of the expected arbitration costs. For practical reasons Result ADR may add a margin to cover possible additional costs, even when these are not yet certain.

36.5 Result ADR is not held to process an application as long as it has not received the advance payment.

36.6 The respondent should pay an advance on the costs of the counterclaim to Result ADR. 36.7 Result ADR may require the relevant party to pay an additional advance when in its opinion the previous advance is not sufficient any more to cover the arbitration costs and the margin for additional costs.

36.8 The arbitrator and the Administrator may suspend the arbitration or, as the case may be, the processing of the counterclaim as long as the advance or any additional advance has not been paid.

36.9 The advance will be set off with the arbitration costs after these have been finally fixed and charged. Any deficit should be paid by the relevant party and any excess will be repaid by Result ADR.

Article 37 – Award of Costs

37.1 In his award the arbitrator will order the party against which the matter is decided to pay to

the party that has won the case costs it has made for the arbitration, in as far as the arbitrator considers this fair. Where both parties have each prevailed in part the arbitrator may give a partial award of the costs, is as far as he considers this fair in view of the outcome of the case.

37.2 The costs made by a party for the arbitration include in principle the arbitration costs as re-ferred to in Article 36, the costs of legal advice and representation in the arbitral proceedings, the costs of other advisers and the other expenses and costs expended by that party for the arbitration, all in as far as these are to be considered in the arbitrator's judgment as costs that in the circumstances have reasonably been made for the arbitration. Any other costs may be awarded if they have been claimed and that claim is awarded by the arbitrator.

Article 38 – Objection to Acting in Violation of these Rules

38.1 In case of any act in violation of these Rules or omission to act in accordance with these Rules the interested party should object thereto with the arbitrator as soon as it has taken cogni-sance thereof. If it fails to do so it loses its right to object to the violation or omission later, un-less this would be unfair.

Article 39 – Limitation of liability

39.1 The liability of the arbitrator and the Administrator and all persons affiliated with them is lim-ited to an amount equal to two times the arbitration costs as referred to in Article 36 of these Rules.

Article 40 – Amendment of these Rules

40.1 Result ADR has authority to amend these Rules. Amendments take effect from the date fixed by Result ADR therefore or, if no such date has been fixed, from the date of publication.

40.2 Arbitrations that are pending before an amendment of these Rules takes effect will be subject to the rules that were in effect on the date of receipt of the application by the Administrator.