

RULES
OF THE COURT OF ARBITRATION
AT THE POLISH INTERNATIONAL FREIGHT FORWARDERS
ASSOCIATION IN GDYNIA

General provisions

§ 1

Status of the Arbitration Court, internal organisation of the Arbitration Court

1. The Court of Arbitration at the Polish International Freight Forwarders Association, (the "Arbitration Court", the "Court" or the "Arbitration Court at PIFFA"), is a permanent arbitration court, a separate organisational unit operating at the Polish International Freight Forwarders Association in Gdynia ("PIFFA").
2. The Arbitration Court is managed by the President of the Court, elected by the Board of PIFFA. The Board of PIFFA can also appoint Vice-Presidents and the Secretary of the Court. In case the aforementioned posts are vacated the President of the Court is being helped by the employees of Bureau of PIFFA who are then deemed to be obliged and authorised to fulfil the duties of the Secretary of the Court described herein.
3. The deputies to the President of the Court (Vice-Presidents) shall undertake the duties of the President of the Court in matters submitted to them by the President of the Court.
4. "Arbitral Tribunal" shall mean arbitrators appointed to settle a dispute, or a sole arbitrator, pursuant to the arbitration agreement and these Rules.

§ 2

Competence

1. The Arbitration Court shall be competent if, under a valid arbitration agreement or under an arbitration clause deriving from another agreement, the parties have submitted disputes, which have arisen or which may arise between them in connection with a specific contractual or non-contractual legal relationship, for settlement by this Court as well as if the parties decided that the dispute shall be settled by ad hoc arbitration proceedings administered by the Arbitration Court at PIFFA.
2. In the ad hoc arbitration proceedings, the President of the Court shall be a substituting appointment body and the provisions of these Rules shall apply accordingly unless the parties decided otherwise.
3. The Arbitral Tribunal shall have the power to determine the competence of the Court as well as the existence, validity and scope of the arbitration agreement.

4. In the event that the Court lacks competence, the statement of claim shall be dismissed by the Arbitral Tribunal at a hearing or at a closed meeting.
5. Any objection that the Court lacks competence has to be raised before any step is taken in relation to the substantive merits of the case.

§ 3

Place of the arbitration proceedings

1. Gdynia shall be the place of the arbitration proceedings.
2. Upon a request of either party the Arbitral Tribunal may determine another locality as the place of the arbitration proceedings, if it is advisable with regard to the circumstances of the case.
3. Meetings of the Arbitral Tribunal, hearings and other activities may, at the order of the Arbitral Tribunal, take place outside the seat of the Court or the place of the arbitration proceedings.

§ 4

Rules of procedure

1. The Court and the Arbitral Tribunal, when applying the provisions of these Rules, shall take into account the provisions of the arbitration agreement and the rules of procedure agreed by the parties, provided that they are not in conflict with these Rules.
2. The Arbitral Tribunal shall act impartially to allow the parties to present, in a proper manner, circumstances which are essential to pursue or defend their rights. The parties may present the Arbitral Tribunal with the circumstances which they regard as essential for defending their rights.

§ 5

Governing substantive law

1. The Arbitral Tribunal shall settle a dispute pursuant to the law chosen by the parties or - if the parties have not chosen the law - pursuant to general principles of the law which is most closely connected with the legal relationship to which a dispute relates.
2. In case according to point 1 above the law related cannot be determined a dispute shall be settled in accordance with the Polish Law.
3. The Arbitral Tribunal shall settle the dispute pursuant to the principles of fairness (*ex aequo et bono*) if the parties have authorised the Court to settle the dispute on that basis.
4. In each and every case, the Arbitral Tribunal shall take into account the provisions of the agreement and the business customs which are applicable to the particular contractual relationship.

§ 6

Service of written statements in arbitration proceedings

1. Any written statement in arbitration proceedings shall be deemed served if it is handed to a particular addressee, served to the place of its business, to the place of its usual stay or at its postal address.
2. A written statement in arbitration proceedings shall be also deemed served if it has been sent to the last known place of business or to the last known address of the addressee indicated in an agreement, company's letterhead or correspondence between the parties as well as to the place indicated in the register, by registered mail or in any other manner which confirms trying to effect the service.
3. A notice or a written statement shall be deemed served on the day of service, pursuant to section 1 or 2.

§ 7

Excluding the possibility of raising objections

A party which is aware of the fact that the rules or provisions indicated in § 4 of these Rules, have not been observed, who took part in arbitration proceedings and did not raise a proper objection promptly shall be deemed to have waived the right to object in the future. The provision above shall not apply to provisions of law in force of the place of arbitration proceedings.

§ 8

Exclusion of liability

An arbitrator, the Court, PIFFA and their employees shall not be held liable for damages which arose as a result of activities or omissions related to pending arbitration proceedings.

§ 9

Due diligence principle

In any matters not governed by these Rules, both the Court and the Arbitral Tribunal shall use due diligence so that the award made is enforceable according to appropriate provisions concerning recognition and enforcement of arbitration court awards.

§ 10

Interpretation of the Rules

Titles of chapters and particular clauses of these Rules shall not influence their interpretation.

Arbitrators

§ 11

Qualifications of an arbitrator

1. An arbitrator must be a natural person that has capacity to enter into legal transactions as well as a university degree in Law or Economics. A person accepted as an expert of Polish International Freight Forwarders Association may also be an Arbitrator even though a/he does not meet a requirement to have a university degree in Law or Economics.
2. An arbitrator shall be impartial and independent. An arbitrator performs his function pursuant to his best knowledge and skills.
3. An arbitrator may not accept the function if, in a given case, justifiable doubts exist with regard to the arbitrator's impartiality or independence.

§ 12

Right of the parties to establish the principles for appointing arbitrators

1. The parties may appoint as an arbitrator a chosen natural person, save that a sole arbitrator and a presiding arbitrator shall be appointed and nominated from among persons entered in the list of arbitrators maintained by the Court.
2. The appointment of arbitrators shall be made pursuant to the provisions of these Rules.

§ 13

Number of arbitrators

1. The Arbitral Tribunal shall consist of three arbitrators.
2. The Arbitral Tribunal shall consist of one arbitrator if the parties so agree, or if the Presidium of the Court does so due to the circumstances of a particular case, in the event that the parties have not agreed.

§ 14

Principles of appointing arbitrators

1. In the event that the Arbitral Tribunal is composed of three arbitrators, the Secretary of the Court shall call upon the parties to appoint one arbitrator each. The Secretary of the Court shall send the parties a list of arbitrators maintained by the Court. The parties may appoint an arbitrator from outside the list. The parties shall appoint an arbitrator within a period fixed by the Secretary of the Court. In the event that a party does not appoint an arbitrator, then an arbitrator shall be appointed by the President of the Court.
2. The Secretary of the Court shall call upon the arbitrators appointed by the parties or appointed on behalf of a party by the President of the Court, to appoint the presiding arbitrator within the period fixed by the Secretary of the Court. The presiding arbitrator shall be appointed from a list of arbitrators maintained by the Arbitration Court. In the event that the presiding arbitrator is not appointed by the arbitrators, one shall be appointed by the President of the Court.
3. In the event that the Arbitral Tribunal is composed of one arbitrator, the Secretary of the Court shall call upon the parties to appoint the arbitrator. The sole arbitrator shall be appointed from the list of arbitrators maintained by the Court, which the Secretary of the Court sends to the parties. The parties shall appoint an arbitrator within the period fixed by the Secretary of the Court.

Court. In the event that the arbitrator is not appointed by the parties, the arbitrator shall be appointed by the President of the Court.

§ 15

Parties consisting of more than one person

1. In the event that the claimant or the defendant consists of two or more persons respectively, persons acting as either party shall amicably appoint one arbitrator together within the period fixed by the Secretary of the Court.
2. In the event that the arbitrator is not appointed by the party within the period fixed pursuant to section 1, the arbitrator shall be appointed by the President of the Court.
3. The Secretary of the Court and a party shall address all notices or other written statements to all persons acting as either party.

§ 16

Disclosure by an arbitrator

1. An arbitrator shall provide a written disclosure on his impartiality and independence. An arbitrator shall disclose any circumstances which may give rise to justifiable doubts as to his impartiality or independence.
2. In the event that a chosen arbitrator does not make such a written disclosure within the period fixed by the Secretary of the Court, an arbitrator shall be appointed by the President of the Court.

§ 17

Challenge to an arbitrator

1. A party may challenge an arbitrator if circumstances exist that give rise to justifiable doubts as to his impartiality or independence. Either party, through mediation of the Secretary of the Court, shall address the Presidium of the Court with a written notice of challenge, along with reasons for the challenge.
2. A party shall challenge an arbitrator within 14 days after the reasons of his challenge became known to that party. Upon the lapse of that period, a party shall be deemed to have waived the right to challenge an arbitrator on account of these reasons.
3. The Secretary of the Court shall serve a copy of a notice of challenge of an arbitrator, on the other party and on the remaining arbitrators along with a demand to take a position with respect to the content of the notice within a period fixed by the Secretary of the Court.
4. The Presidium of the Court shall provide a settlement in the issue on the challenge in the form of a decision, which does not require giving reasons.

§ 18

Replacement of an arbitrator and continuation of proceedings

1. A replacement of an arbitrator shall be made in the event of his death, resignation, challenge or if the Presidium of the Court states, in the form of a decision, that the arbitrator fails to perform his functions in an appropriate manner.

2. An arbitrator, or a party may address the Presidium of the Court with a request to state that a given arbitrator fails to perform his functions in an appropriate manner. The Presidium of the Court may issue such a decision ex officio.
3. The Arbitral Tribunal, in the form of a decision, shall decide on a repetition of appointment of an arbitrator by the party, the parties or the arbitrators, or on a transfer of the right to appoint the arbitrator to the President of the Court.
4. The Arbitral Tribunal, in the form of a decision, shall decide whether to conduct again the whole or part of the proceedings, with the participation of the new arbitrator.

§ 19

Confidentiality of proceedings before the Arbitration Court

In the proceedings before the Court all participants to the proceedings shall be bound by the principle of confidentiality, taking into account the scope in which it was established by the parties in the arbitration agreement or in their consistent statements made to the Court in writing or to the record of a hearing.

Proceedings before the Arbitration Court

§ 20

Language of the proceedings before the Court

1. The parties may agree upon the language of arbitration proceedings: Polish, English, French, German or Russian. In the event that they do not agree upon a specific language, the proceedings shall be conducted in Polish. The language agreed by the parties or decided by the Arbitral Tribunal shall be applied to hearings and any written statements in arbitration proceedings.
2. The president of the Arbitral Tribunal shall appoint an expert translator for the entire hearing that is conducted in the language other than Polish.
3. Records of hearings shall be prepared in Polish and translated into the language of the proceedings.
3. Written statements filed by the parties or made by the Arbitral Tribunal in a foreign language shall be translated into Polish by a translator accepted by the Court.
5. The costs of the participation of a translator in a hearing and for the translation of documents shall be borne by the parties in accordance with principles set out by the Arbitral Tribunal.

§ 21

Commencement of proceedings

1. Commencement of proceedings before the Court shall be made by filing of a statement of claim. A statement of claim shall be filed with the Court along with a necessary number of copies, marked for each defending person and one for each arbitrator.

2. A statement of claim shall include the following particulars:
 - 1) the names and addresses of the parties to the proceedings;
 - 2) an exact specification of a claim, along with its reasons and presentation of evidence to support the mentioned circumstances;
 - 3) reasons for the competence of the Court;
 - 4) an indication of the language of the proceedings as well as the place of arbitration proceedings, unless agreed otherwise in the arbitration agreement;
 - 5) the value of the subject in dispute.
3. A statement of claim may also indicate an arbitrator appointed by a party, include a request for settling the dispute by a sole arbitrator or a request for appointing of an arbitrator by the President of the Court.

§ 22

Supplementation of defects of a statement of claim

1. The Secretary of the Court shall call upon the claimant to pay a registration fee and an arbitration fee within a period fixed by the Secretary of the Court, however, not shorter than 7 days, and to supplement the statement of claim in case its content does not meet the requirements set forth in the preceding clause. The amount of the registration fee and the arbitration fee shall be specified in the "Tariff of Fees for the Activities of the Arbitration Court at the Polish International Freight Forwarders Association" binding on the day of filing the statement of claim, constituting an attachment hereto (the "Tariff of Fees").
2. In the event that the statement of claim is not supplemented or the registration fee and/or the arbitration fee is not paid in full within the period fixed by the Secretary of the Court, the statement of claim shall be returned.
3. In the event that there is no arbitrator indicated in the statement of claim, the Secretary of the Court shall call upon the claimant to appoint an arbitrator, pursuant to § 14 hereof.
4. In the event that the claimant withdraw a summons with a waiver of the claim prior to appointment of a presiding arbitrator or a sole arbitrator, the Presidium of the Court shall issue a decision on termination of the proceedings.
5. Withdrawal of a summons without a waiver of the claim shall be effective only upon consent of the other party.
6. The Arbitral Tribunal may specify the actual value of the subject in dispute during the first hearing. The provisions of section 1 and 2 shall apply accordingly.

§ 23

Defence

Upon the commencement of the proceedings and payment of the registration fee and the arbitration fee, the Secretary of the Court shall deliver the statement of claim to the defendant together with these Rules and the list of arbitrators, and call upon the defendant to file a response to the statement of claim within the period fixed by the Secretary of the Court. The Secretary of

the Court shall notify the appointment of an arbitrator by the claimant and call upon the defendant to appoint an arbitrator pursuant to § 14 hereof.

§ 24

Submission of case file to the Arbitral Tribunal

The Secretary of the Court shall submit the case file to the appointed arbitrators.

§ 25

Counterclaim and plea of a set-off

1. By the time the first hearing finishes, the defendant may file a counterclaim if such a claim is related to the claim of the claimant, or if the counterclaim can be set off, and consideration of such a claim belongs to the competence of the Court.
2. The provisions concerning a statement of claim shall apply accordingly to a statement of counterclaim. A statement of counterclaim shall be dealt with by the Arbitral Tribunal appointed for the purposes of dealing with the statement of claim.
3. By the time the hearing is closed, the defendant may raise a plea of a set-off if the plea of a set-off is in connection with the claim of the claimant.

§ 26

Further written submissions in the arbitration proceedings

1. Further written submissions of the parties in arbitration proceedings shall be filed with the Court in a number of copies equal to the number of copies of a statement of claim.
2. Upon the constitution of the Arbitral Tribunal during the arbitration proceedings a party is obliged to serve copies of the further written submissions, along with attachments, directly to on the other party.

§ 27

Admission of a third party to participate in pending arbitration proceedings

1. Admission of a third party to participate in pending arbitration proceedings may occur upon consent of the parties and subject to a decision of the Arbitral Tribunal.
2. The Secretary of the Court shall call upon a person indicated in the decision of the Arbitral Tribunal to pay the arbitration fee within the period fixed by the Secretary of the Court. The amount of the arbitration fee shall be specified in the "Tariff of Fees for the Activities of the Court of Arbitration at Polish International Freight Forwarders Association" as of the day of filing the statement of claim, constituting an attachment hereto.
3. Failing to pay the arbitration fee by a person indicated in the decision of the Arbitral Tribunal shall result in a third party not being admitted to the proceedings.
4. A third party shall not be entitled to choose an arbitrator.

§ 28

Suspension of proceedings

1. The Arbitral Tribunal may suspend the proceedings upon a request of the parties or, in justified cases, ex officio. At a request of a party or upon discontinuance of the circumstances justifying the stay of the proceedings, the Arbitral Tribunal shall reinstate the suspended proceedings.
2. The Arbitral Tribunal shall issue an award terminating the proceedings suspended upon a request of the parties if a request to reinstate the proceedings is not filed within one year following the date of the decision on the stay.

§ 29

Hearing

1. Hearings shall not be in public.
2. The Secretary of the Court shall inform the parties of the date and place of the hearing.
3. Hearings shall be chaired by the president of the Arbitral Tribunal. A sole arbitrator shall exercise the powers conferred on the president of the Arbitral Tribunal.
4. If a party or its attorney-in-fact, having been duly notified of the hearing, are absent, the proceedings shall not be hampered.
5. The Arbitral Tribunal may decide the case without a hearing upon a consistent request of the parties or if it recognises a case as being sufficiently clear stating that the parties have sufficiently presented circumstances which they deem important to defend their rights.
6. Members of the Presidium of the Court may be present at hearings.

§ 30

Evidence

1. The Arbitral Tribunal shall decide at its own discretion in respect of an application as to evidence submitted by the parties. In particular, the Arbitral Tribunal may admit evidence of documents, may inspect goods, other property or documents and hear the parties, witnesses and experts as well as administer oaths.
2. The Arbitral Tribunal shall assess the trustworthiness and the power of evidence as it sees fit, after comprehensive consideration of the collected material. On this basis, the Arbitral Tribunal shall assess the importance to be ascribed to a refusal by a party to give evidence or to obstacles put by the party in its conduct.
3. In the event that the need arises to inspect evidence outside the place of the hearing, the Arbitral Tribunal may authorise one of the arbitrators to inspect evidence in this way, or may request a competent state court to do so, or may inspect evidence in another appropriate manner.
4. The Court shall collect prepayments for the activities conducted by the Arbitral Tribunal pursuant to the Tariff of Fees binding on the day of filing of the statement of claim.

§ 31

Minutes

1. Any hearing or activity of the Court shall be recorded. A record of minutes shall be signed by the president of the Arbitral Tribunal, as well as a recording clerk. The recording clerk shall be appointed by the Secretary of the Court.
2. The course of the recorded activities may be also documented through use of sound recording devices, about which all the persons participating in such activities shall be warned prior to the turning on of these devices.
3. The Court shall enable a review of the case files, including the records, to the parties and their proxies, during its business hours. The Court shall not issue copies or excerpts of the records.
4. The parties may request correction or supplementation of a record, however not later than on the next meeting, and as to the record of the hearing during which the hearing has been closed – until the award is not issued.

§ 32

Closure of hearings

1. The president of the Arbitral Tribunal shall close a hearing if the Arbitral Tribunal recognises a case as being sufficiently clear, or if the Arbitral Tribunal recognises that the parties had an opportunity to sufficiently present circumstances which they deemed important to defend their rights.
2. The president of the Arbitral Tribunal may open a closed hearing if the Arbitral Tribunal recognises it necessary prior to making an award.

§ 33

Deliberation and voting

1. Deliberation and voting of the Arbitral Tribunal shall be held without the participation of the parties. The president of the Arbitral Tribunal shall prepare a record of deliberation of the Arbitral Tribunal upon the request of an arbitrator or on his own initiative.
2. A ruling of the Arbitral Tribunal shall be made by a majority of votes cast. If an arbitrator refuses to vote, the remaining arbitrators may settle the case without his participation in voting.
3. An arbitrator who has not agreed with the majority vote, may provide a dissenting opinion by placing a proper note on the ruling and filing written reasons for the dissenting opinion in the case file.

§ 34

Interim remedies in respect of claim and evidence

1. Upon a request of either party, the Arbitral Tribunal may grant interim relief in respect of a claim or evidence. If the Arbitral Tribunal accepts the request it shall issue a decision with reasons.
2. The parties may apply to a state court for interim relief in respect of a claim or evidence in connection with arbitration proceedings. The submission of such requests by the parties to arbitration proceedings shall not be recognised as contradictory in respect of an arbitration agreement. The parties shall notify the Court, in writing, of interim relief obtained in this manner.

Award

§ 35

Time limits

1. An award shall be made by the Arbitral Tribunal after deliberation, however, not later than 30 days after closure of hearings.
2. The Presidium of the Court may, ex officio, or at the request of the Arbitral Tribunal, extend this period by a certain period of time if it recognises it as necessary due to the complexity of issues to be decided.
3. In the event that the Arbitral Tribunal does not issue an award within the period indicated in section 1 or specified pursuant to section 2, the Presidium of the Court may issue a decision on divesting the presiding arbitrator and the other arbitrators of the right to the honorarium, to which they are entitled in respect of participation in the proceedings before the Court, in part or in full.

§ 36

Form and contents of an award

1. An award shall be made in writing.
2. An award shall include:
 - 1) decision in respect of all disputes covered by the demand incorporated in a statement of claim along with reasons upon which it is based, unless the parties have agreed otherwise;
 - 2) the place and date of making an award, the grounds for the competence of the Court, names of the parties and arbitrators; in the event that the content of the award does not specify the place for its making, it is deemed to be the same as the place of arbitration proceedings;
 - 3) decision on the obligation to reimburse costs of the proceedings and representation by a single attorney-in-fact in proportion to the work input, up to the maximum amount of a half of the arbitration fee in the case, however not exceeding PLN 50,000 or its equivalent in other currency calculated in accordance with the average rate of the Polish currency against other currencies as announced by the National Bank of Poland on the date preceding the award.

3. The award shall also include a decision on the costs of travelling and hotel stays of an arbitrator, which shall be borne by the party which appointed the particular arbitrator and settled up with the prepayment taken by the Court from that party for the Court expenses.
4. The original award and all copies thereof shall bear signatures of all members of the Arbitral Tribunal, or at least the signatures of two members of the Arbitral Tribunal, and a statement giving reasons as to the missing signature, as well as the signatures of the President of the Court and the Secretary of the Court, and the seal of the Court.

§ 37

Signing of an award by the President of the Court and the Secretary of the Court

1. Prior to the signing of an award, the President of the Court may, without examining the merits of the award, submit the award to the president of the Arbitral Tribunal in order to correct any formal defects or complete it if necessary.
2. The President of the Court and the Secretary of the Court signing the award shall state that the Arbitral Tribunal has been appointed pursuant to these Rules and that the signatures of the members of the Arbitral Tribunal are authentic.

§ 38

Award in the case of a settlement

In the event that after the commencement of arbitration proceedings the parties reach a settlement, the Arbitral Tribunal, upon the request of the parties, may record the settlement in the form of an arbitral award.

§ 39

Partial or interlocutory award

In justified cases, the Arbitral Tribunal may issue a partial or a interlocutory award.

§ 40

Service of an award

1. Upon payment of all costs related to the proceedings, the Secretary of the Court shall serve the award on the parties against a receipt by a party or upon confirmation of delivery thereof, leaving one copy of the award in the case file.
2. The award of the Court shall be final and binding upon the parties and there is no right to appeal.

§ 41

Correction and supplement of an award

1. The Arbitration Court may, ex officio, correct any inaccuracies, clerical or computation errors, or other obvious typographical mistakes.

2. Within two weeks following the receipt of an award of the Court, a party may submit a request with regard to correction of inaccuracies, any clerical or computation errors; or other obvious typographical mistakes included in the award.
3. A note shall be placed on the original award and on any copies thereof with respect to correction of the award. Further copies shall be issued in compliance with to the decision on correction.
4. Within 14 days following the receipt of the award, a party may request an additional award as to claims presented in the arbitral proceedings but omitted from the award by the Court. If the Arbitral Tribunal considers the request for an additional award to be justified, it shall complete its award within 60 days following the submission of the request at the latest.
5. The Presidium of the Court may upon a request of the Arbitral Tribunal, extend the period, referred to in section 4, by a certain period of time, if it deems it necessary due to the complexity of issues to be settled.
6. A ruling completing the award shall be made in the form of an award.

§ 42

Decisions

Decisions of the Presidium of the Court and the Arbitral Tribunal may not be appealed.

§ 43

Publication of the rulings

The Presidium of the Court may agree to publish a judgment, in whole or in part, ensuring anonymity of the parties to the proceedings.

Mediation

§ 44

Application to commence mediation proceedings

Prior to the commencement of the proceedings before the Arbitration Court or a state court, a party to a dispute may refer to the Court with an application to conduct proceedings to amicably conclude a dispute specified in the application.

§ 45

Payment of a mediation fee and calling upon the other party

1. The Secretary of the Court shall call upon an applicant to pay a registration fee in the period fixed by the Secretary of the Court, as well as half of a mediation fee. The amount of the mediation fee shall be specified in the "Tariff of Fees for the Activities of the Court of Arbitration at the Polish International Freight Forwarders Association" as of the day of filing the application, constituting an attachment hereto. The Secretary of the Court may request that the applicant complete the application if the dispute is not presented in a sufficiently exact manner.

2. Upon payment of the registration fee and half of the mediation fee, the Secretary of the Court shall deliver to the other party the application and call upon it to make a statement as to consenting to participate in mediation proceedings and to pay the other half of the mediation fee in the period fixed by the Secretary of the Court.
3. In the event that the other party does not consent to conduct mediation proceedings, the Secretary of the Court shall reimburse the amount of mediation fee paid by the applicant.

§ 46

Choice of a mediator

1. Once the other party to the dispute has consented to the conduct of mediation proceedings and has paid half of the mediation fee, the parties shall jointly appoint a mediator. In the event that the parties do not appoint a mediator, the mediator shall be appointed by the President of the Court taking into consideration the nature of the case.
2. The parties may appoint a mediator only from the list of mediators maintained by the Court.

§ 47

Mediation proceedings

1. Upon receiving files from the parties in respect of the dispute, a mediator shall organise a conciliatory meeting as a result of which he presents to the parties a proposal of an amicable settlement to the dispute. Prior to the conciliatory meeting or in the course thereof, a mediator may communicate with the parties.
2. Mediation proceedings shall conclude after the first meeting, unless the parties and the mediator agree otherwise.

§ 48

Completion of mediation proceedings

1. In the event that the parties are induced to conclude a settlement, a mediator shall prepare a record specifying terms and content of the settlement. The record shall be signed by the parties and the mediator.
2. In the event that a settlement is not reached, the mediator shall provide a proper statement, made in writing, to the files of the Court.
3. In the event that a settlement is reached, or the mediator has submitted a statement on the fact that settlement is not reached, mediation proceedings shall be concluded.

§ 49

Settlement in the form of an award by the Court

1. In the event that a settlement is reached, upon the amicable request of the parties, the President of the Court shall nominate a given mediator to be an arbitrator authorised to make an award on the basis of a settlement reached.
2. The Secretary of the Court shall call upon the parties to pay an arbitration fee in the period fixed by the Secretary of the Court, which is due on account of settling the dispute by the

Court. The amount of the arbitration fee shall be specified in the "Tariff of Fees for the Activities of the Court of Arbitration at the Polish International Freight Forwarders Association" as of the day of filing the request, constituting an attachment hereto.

3. The provisions of clauses 35, 36, 37 and 39 of these Rules shall apply to an arbitration award made as a result of mediation proceedings.

§ 50

Prohibition on joining functions by a mediator

A mediator may not participate as an arbitrator, witness, proxy or an advisor of a party in arbitration proceedings in a case which was the subject to mediation proceedings, unless the parties agree otherwise.

§ 51

Prohibition on referring to statements, explanations and suggestions of the parties

Any statements, explanations and suggestions of the parties made in the course of mediation proceedings in connection with a possibility of a settlement of the dispute, may not be referred to or taken into consideration in arbitration proceedings, unless the parties agree otherwise.

§ 52

The appliace of the Polish Code of Civil Proceedings

In case not regulated in these Rules the provisions of the Polish Code of Civil Proceedings shall apply accordingly.

Tariff of Fees
for the Activities of the Court of Arbitration
at the Polish International Freight Forwarders Association

§ 1. [Tariff of fees]

The tariff of fees specifies the principles and the procedure of collecting fees for the activities of the Court.

§ 2. [Types of fees]

Fees for the activities of the Court include:

- 1) registration fee;
- 2) arbitration fee;
- 3) mediation fee;
- 4) prepayments for the expenses of the Court.

§ 3. [Registration fee]

The claimant shall pay registration fee in the amount of PLN 1,000.00.*

§ 4. [Arbitration fee]

1. The claimant and the party raising the plea of set-off shall pay arbitration fee in the amount as indicated in the table of arbitration fees.
2. Half of the arbitration fee shall be collected:
 - 1) when a dispute is settled by a sole arbitrator;
 - 2) from a third party admitted to the proceedings.
3. The Court shall reimburse half of the arbitration fee if:
 - 1) a party withdraw a summons prior to appointment of a presiding arbitrator or a sole arbitrator;

- 2) a claim was fully accepted prior to the appointment of a presiding arbitrator or a sole arbitrator;
- 3) parties reached a settlement prior to the first hearing;
- 4) the Arbitral Tribunal determines the lack of competence of the Court.

§ 5. [Table of arbitration fees]

1. Arbitration fee shall amount to:

- 1) up to PLN 10,000.00 – 7,5 % but minimum PLN 500,00;
- 2) from PLN 10,001.00 up to PLN 100,000.00 - from the first PLN 10,000.00 – PLN 500.00 and from the excess over PLN 10,000.00 – 6,5 %;
- 3) PLN 100,001.00 up to PLN 1,000,000.00 - from the first PLN 100,000.00 – PLN 6,000.00 and from the excess over PLN 100,000.00 – 4,5 %;
- 4) PLN 1,000,001.00 up to PLN 10,000,000.00 - from the first PLN 1,000,000.00 – PLN 60,000.00 and from the excess over PLN 1,000,000.00 - 0.9 %;
- 5) over PLN 10,000,000.00 - from the first PLN 10,000,000.00 – PLN 100,000.00 and from the excess over PLN 10,000,000.00 - 0.6%,

2. [Mediation fee]

The mediation fee shall amount to 30% of the arbitration fee.

§ 6. [Prepayments for the Court expenses]

1. A party which requested an activity incurring expenses, shall submit a prepayment for their coverage. In the event that the Court undertakes an activity *ex officio*, it shall also decide which party shall be liable to pay a prepayment for the expenses related to the undertaken activity.

2. The Court shall indicate the amount of prepayment and the date for its payment.

§ 7. [Payment of fees and prepayments]

1. Registration fee, arbitration fee and prepayments for the Court expenses shall be paid to the bank account of the Polish International Freight Forwarders Association in Gdynia.
2. The Court shall not consider an application, shall not perform any activities, if on the indicated date a proper registration fee, arbitration fee or prepayment for the Court expenses is not paid.
3. Further written submission sent by several persons shall be subject to a single fee. If, however, the subject-matter of a particular case comprises claims or liabilities of one type, and these are based on the same factual and legal basis (formal co-participation), each co-participant shall pay fee separately, pursuant to his claim or liability.

§ 8. [Fees for administration of *ad hoc* arbitration proceedings]

The principles set out in this Tariff shall apply accordingly to the *ad hoc* arbitration proceedings administered by the Arbitration Court at PIFFA.

* Also its equivalent in other currency calculated in accordance with the average rate of the Polish currency against other currencies as announced by the National Bank of Poland on the date preceding the activity in respect of which the equivalent is being calculated.

** To the above specified prices VAT tax should be added at the rate of 22 %

Kwestionariusz

kandydata na arbitra Sądu Arbitrażowego przy Polskiej Izbie Spedycji i Logistyki

Application

candidate for the arbitrator of the Court of Arbitration by the Polish International Freight Forwarders Association

1. Nazwisko i imię.....
Surname and name

2. Data i miejsce urodzenia.....
Data and place of birth

3. Dokładny adres zamieszkania/telefon/fax/e mail.....
Exact address of residence/phone/fax/e-mail

.....

4. Wykształcenie/nazwa uczelni/szkoły i rok ukończenia.....
education/name of the school/college and the year of termination

.....

5. Tytuł/stopień naukowy
grade of education

.....

6. Znajomość języków obcych:
knowledge of the foreign languages
biegła (fluent).....

słaba (poor).....

7. Miejsce pracy, dokładny adres, telefon, fax, ,e-mail.....
Place of employment, exact address/phone/fax/e-mail

.....

.....

8. Zakres w jakim kandydat chciałby być ustanowiony arbitrem (w j. polskim i j. angielskim):
The scope in which the candidate would like to be appointed as arbitrator

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9. Szczegółowy przebieg pracy zawodowej , zajmowane stanowiska, zakres i charakterystyka wykonywanych funkcji w specjalności w której kandydat ubiega się o ustanowienie arbitrem:
Exact course of the career, positions in the companies, scope and profile of executed functions in the speciality in which the candidate is interested to be appointed as arbitrator

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10. Czy i w jakich specjalnościach oraz z ramienia jakiej instytucji jest już kandydat arbitrem, biegłym, rzeczoznawcą, ekspertem ? (proszę podać daty)
Whether and in which specialities and in the name of which institutions is already appointed as an arbitor, proficient, expert (please give the dates)

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.....

Wyrażam zgodę na przetwarzanie oraz na zamieszczenie na Liście Arbitrów i w innych dokumentach i publikacjach moich danych osobowych.
I agree on data processing and placing of my personal data in the List of Arbitrators and other documents/publications.

.....
Date (Date)

.....
Podpis (Signature)

Do kwestionariusza proszę załączyć:

Please enclose to the application:

1. poświadczone fotokopie/odpisy dokumentów z zakresu wykształcenia .
certified photocopies/copies of the documents related with education.
2. poświadczone fotokopie/odpisy zaświadczeń stwierdzających staż pracy kandydata w
postulowanym zakresie
certified photocopies/copies of the documents confirming the work experience in the
postulate speciality.
3. inne dokumenty potwierdzające przedstawione fakty
other documents certifying the presented facts.

*Fotokopie/odpisy załączonych dokumentów mogą być poświadczone – na podstawie okazanych
oryginałów – przez pracownika PISiL , notarialnie lub przez inne uprawnione osoby .*

Photocopies/copies of the enclosed documents can be certified on the base of the presented
originals by PIFFA, by notary or other authorised persons.