



INTERNATIONAL ARBITRATION CHAMBER FOR FRUITS & VEGETABLES

ARBITRATION RULES

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PREAMBLE

The International Arbitration Chamber for Fruits & Vegetables (hereinafter, the "CAIFL") aims at the expeditious and economic settlement of disputes that may arise in the commerce of fruits, vegetables, fresh and edible early fruits and processed products.

The CAIFL delegates to the International Arbitration Chamber of Paris (hereinafter, the "CAIP") the material organization and administration of the arbitration proceedings taking place under the auspices of the CAIFL.

The CAIP, acting on behalf of the CAIFL within the scope of the mission delegated to it by the CAIFL, is hereinafter referred to as the "Chamber".

Arbitral awards rendered by arbitral tribunals acting under the aegis of the CAIFL are the exclusive responsibility of the arbitrators, who rule according to their conscience as state court judges.

The provisions of these rules also apply to disputes for which the CAIFL is designated by the state courts.

INTRODUCTORY PROVISIONS

Article 1: Presentation of the International Arbitration Chamber for Fruits & Vegetables

1.1 The CAIFL delegates to the CAIP the material organization and administration of arbitral proceedings when the parties have agreed, either by an arbitration agreement or an arbitration clause, to settle their dispute in accordance with these Rules. This is also the case for disputes for which the CAIFL is designated by state courts. The respective missions and powers of the CAIFL and the CAIP are specified by the following provisions.

1.2 The Chamber organizes the arbitration between the parties by constituting an Arbitral Tribunal for each dispute. The Chamber has sole authority to organise the arbitrations subject to these Rules. It is assisted by a Secretariat which administers the arbitrations carried out under the aegis of the CAIFL, under the direction of the CAIP Secretary General.

1.3 The representative of the CAIFL is its President and the one who exercises the powers vested in the CAIFL in all matters relating to arbitration proceedings in its area of expertise. In case of impediment, his or her powers are exercised by one of the vice-presidents designated to replace him or her and only for the duration of the impediment.

1.4 The President of the CAIFL ensures the application of these Rules and exercises the powers that the latter confers him or her.

1.5 The President of the CAIFL shall refrain from exercising any mission unrelated to his or her administrative functions, as described in the following provisions, in an arbitration conducted under the aegis of the Chamber in accordance with its Rules or requiring its intervention and services.

1.6 The Chamber offers the possibility of settling disputes, either through arbitration, amicable settlement or mediation, in accordance with these Rules.

1.7 The Chamber makes available to Arbitral Tribunals, during their arbitration mission, all the means in its possession in order to ensure the accomplishment of their mission.

1.8 Arbitrations take place on the premises of the Court, unless it is materially impossible or unless the Arbitral Tribunal grants an express exemption.

1.9 The Chamber may organise hearings by video or audio conference.

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1.10 Unless the parties have expressly opted to apply the rules set out in Appendix II to these Rules, the arbitration proceedings conducted under the aegis of the Chamber have a single level of jurisdiction, in accordance with the provisions of these Rules.

1.11 The above provisions also apply to disputes for which the CAIFL may be appointed by the State courts.

Article 2: Confidentiality

2.1 2.1 The parties, their representatives and the members of the Arbitral Tribunal shall keep confidential the existence and content of the proceedings and all deliberations, decisions and awards made in the arbitration proceedings administered under these Rules.

2.2 Article 2.1 may be waived to the extent that (i) a party is compelled to disclose such information in order to meet a legal obligation, to protect or exercise a right, or to enforce or challenge an award in proceedings brought in good faith before State courts or other authorities established by law, or (ii) if all parties consent to the disclosure of such information.

Article 3: Initiation of the Proceedings

3.1 Where the parties agree to resort to arbitration by the CAIFL, they adopt without reservation all the provisions of these Rules and submit to their application, unless otherwise expressly agreed between them.

3.2 The Chamber reserves the right to refuse a request for arbitration addressed to it, without being obliged to give reasons for its refusal.

3.3 For any of the proceedings provided for in these Rules, the Chamber is validly seized by the request for the institution of proceedings and payment of the fees for the opening of proceedings. They entail interruption of the limitation and forfeiture periods.

3.4 It is up to the claimant to choose which of the arbitration procedures provided for in these Rules it intends to have applied to its case. Neither the CAIFL nor the CAIP can be held liable for the consequences resulting from such a choice:

- a)** in the case of disputes involving an emergency situation, the parties may request the application of the rules of the Emergency Procedure, set out in Title II.
- b)** in the case of disputes involving a limited amount, the parties may request the application of the Expedited Procedure rules, set out in Title III.

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3.5 In the absence of any indication by either of the parties as to the procedure they wish to have implemented, the Ordinary Procedure referred to in Title I of these Rules shall apply.

3.6 All the provisions of Title I shall apply to the procedures of Titles II and III referred to in Article 3.4 and in Appendices I and II, unless expressly provided otherwise.

3.7 Where the parties to the arbitration adopt procedural rules specific to a professional sector, providing for the organisation of the arbitration by the CAIFL, they shall accept the application of such rules insofar as they are not incompatible with these Rules, which shall prevail.

3.8 The parties may appear in person or be represented. In domestic arbitration, lawyers must produce a mandate to represent a party. In international arbitration, lawyers must produce any evidence enabling them to represent a party to the arbitration.

Article 4: Notifications, Communications and Time Limits

4.1 Unless otherwise provided for in these Rules and unless the parties or the Arbitral Tribunal have chosen to apply the rules of Appendix I to the arbitration proceedings, all notifications or communications by the parties or the Chamber shall be made by electronic means. Notifications or communications from the Chamber and the Arbitral Tribunal shall be made to the email address of the party to whom they are addressed or of its representative, as communicated by that party or by the other party, as the case may be. Any change of email address must be notified to the Chamber and to the other party.

4.2 Communications or notifications from the parties to the Court shall be made to the following email address: procedure@arbitrage.org

4.3 In any event, in order to guarantee respect for the principle of adversarial proceedings and the rights of defence, the parties must notify to each other all their communications or notifications.

4.4 The notification or communication shall be considered valid when it has been made to the address communicated by the parties; the Chamber cannot, moreover, be held responsible for any technical malfunction attributable to the sender or the addressee.

4.5 The time limits laid down in these Rules, or those provided for in the same text, shall begin to run on the day following that of the notification for which the communication is deemed to have been made in accordance with Article 4.4. When, in the country where the notification or communication was deemed to have been made on a certain date, the day following that date is a public holiday or a non-business day, the period shall begin to run on the first following business day. Public holidays and non-business days are included in the calculation of time limits. If the last day of

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the time limit is a public holiday or a non-business day in the country where the notification or communication is deemed to have been made, the time limit shall expire at the end of the first following business day.

4.6 Unless otherwise provided for in the Terms of Reference, no notification or communication of any kind may be made directly to the arbitrators. Thus, all documents and justifications and all submissions must be submitted or sent to the Secretariat of the Chamber in order to allow the arbitrators to take note of them.

TITLE I

ORDINARY PROCEDURE

SECTION 1: COMMENCING THE ARBITRATION

Article 5: Request for Arbitration

5.1 A Request for Arbitration is referred to the Chamber pursuant to an arbitration clause or an arbitration agreement designating it.

5.2 The parties may conclude an arbitration agreement and designate the Chamber even in the course of proceedings already instituted before a State court.

5.3 The Request for Arbitration contains the following information:

- a)** the names, addresses and other postal and, to the extent possible, electronic contact details of each of the parties and, where applicable, their respective representatives and lawyers.
- b)** a summary statement of the facts in dispute, the measures requested and, as far as possible, a quantified estimate of the claims, as well as the arbitration agreement.

5.4 The Request for Arbitration shall be registered by the Chamber only if it is accompanied by the payment of the opening fee, as fixed by Article 34 of these Rules, which in any event shall remain with the Chamber.

Article 6: Response to the Request for Arbitration

6.1 Upon receipt and after payment of the opening fee, the Chamber shall notify the respondent of the Request for Arbitration by any means with acknowledgement of receipt.

6.2 Where the Request for Arbitration has been transmitted to the Arbitral Tribunal, in accordance with Article 20, the respondent must file its case no later than fifteen (15) days before the date of the arbitral hearing

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notified to it. Any communication after this date may, in the event of a dispute, be declared late and rejected by the Arbitral Tribunal.

6.3 The respondent's response to the notification of the Request for Arbitration must be sent simultaneously to the Chamber and to the claimant, in accordance with the adversarial principle.

6.4 If the respondent, duly summoned, does not appear, is not represented, does not produce arguments or documents within the time limit, the Arbitral Tribunal may nevertheless proceed with the arbitration on the basis of the elements at its disposal. It shall nevertheless ensure that the defaulting respondent is called upon to participate in the arbitration at each stage of the procedure, in accordance with the adversarial principle.

Article 7: Counterclaims

7.1 Subject to the assessment of its admissibility or lateness by the Arbitral Tribunal, any counterclaim must be filed no later than fifteen (15) days before the date fixed for the hearing. Its examination is subject to the payment of the arbitration costs provided for in Article 34.

7.2 Any counterclaim shall give the claimant in the main proceedings the opportunity to request the Arbitral Tribunal to postpone the hearing in order to present its observations; a new date for the hearing shall then be fixed by the Arbitral Tribunal as well as the time limits for exchanging documents and submissions if necessary.

Article 8: Intervention

8.1 If they so wish, the parties may involve a third party as a party to the arbitration proceedings in progress by submitting a Request for Arbitration against it to the Chamber. The date of receipt of the intervention request by the Chamber is then considered as the date of commencement of the arbitration against the intervening party.

8.2 The intervention request is subject to the provisions of Article 5 of the Rules and must also indicate the reference of the file of the existing procedure.

8.3 No intervention request may be made after the appointment of an arbitrator unless all parties, including the intervening party, have decided otherwise. The Chamber also has the possibility to set a deadline for submitting requests for intervention.

8.4 The intervening party must submit its response to the intervention request in accordance with the provisions of Article 6 of the Rules.

Article 9: Joinder of Arbitration Proceedings

9.1 At the request of at least one of the parties, the Chamber may join, within a single arbitration procedure, several pending arbitrations subject to the Rules:

- a)** if all parties have agreed to said joinder; or
- b)** if all the claims in these different arbitration proceedings have been brought under the same arbitration agreement; or
- c)** if, where the various claims have been made under separate arbitration agreements, there is nevertheless a body of evidence enabling the Chamber to link them (identity of the parties, disputes arising from the same legal relationship, compatibility of the various arbitration agreements, etc.).

9.2 In the event of a joinder, shall be retained the Arbitral Tribunal and the references of the arbitration that was first commenced, unless the parties agree otherwise.

9.3 A request for the reconstitution of the Arbitral Tribunal, under the provisions of Article 11.1 (b), may be filed within a period of fifteen (15) days following a joinder if one of the parties does not agree with the composition of the Arbitral Tribunal constituted before that joinder.

9.4 The Chamber cannot be held responsible for the consequences linked to the establishment or not of a joinder.

SECTION 2: THE ARBITRAL TRIBUNAL

Article 10: Designation of Arbitrators

10.1 The arbitrators are appointed from an indicative list drawn up for each country by the professional organizations that are members of the CAIFL.

10.2 Notwithstanding Article 10.1, the parties may appoint an arbitrator who is not on the Chamber's list, provided that he or she fulfils the conditions laid down in Article 10.3. Likewise, in the cases provided for in Article 11 of the Rules, the President of the Chamber may appoint, to compose an Arbitral Tribunal, any person not appearing on the list referred to in Article 10.1, subject to compliance with the conditions laid down in Article 10.3.

10.3 The arbitrators may be of any nationality. They must enjoy full civil rights as well as have knowledge of the commerce of fruits, vegetables, fresh and edible produce or processed products.

Article 11: Constitution of the Arbitral Tribunal

11.1 Subject to the terms and conditions provided for by the parties in the arbitration agreement, the dispute is brought before an Arbitral Tribunal composed of three (3) members appointed as follows:

- a)** In the case of arbitration proceedings against a single respondent, the claimant shall have the right to appoint an arbitrator within fifteen (15) days from the date of its request for arbitration or the arbitration agreement. Within fifteen (15) days following receipt of the notification of the claimant's appointment of the arbitrator, the respondent shall have the same right.

If, within the prescribed time limit, one of the parties has not exercised its right to appoint an arbitrator or has not requested an extension of that time limit, the President of the Chamber shall appoint such arbitrator *ex officio*.

The President of the Arbitral Tribunal is always appointed by the President of the Chamber.

- b)** If there are more than two parties involved, the President of the Chamber shall appoint all the members of the Arbitral Tribunal.

11.2 Where the parties have agreed on a sole arbitrator, they shall appoint her or him within fifteen (15) days from the notification of the request for arbitration. Failing their agreement, the sole arbitrator shall be appointed by the President of the Chamber.

Article 12: Independence and Impartiality of Arbitrators

12.1 The arbitrator shall be impartial and independent of the parties at the time of acceptance of his or her appointment and shall remain so until the final arbitral award has been made or the proceedings are otherwise terminated.

12.2 In this respect, the arbitrator shall, before accepting his or her mission, submit a declaration of acceptance, availability, impartiality and independence to the Chamber. He or she must disclose all the facts or circumstances which, from the point of view of a reasonable third party having knowledge of the relevant facts and circumstances, would give rise to justifiable doubts as to his or her impartiality or independence. The Chamber shall communicate this information to the parties.

12.3 Likewise, after accepting his or her mission, the arbitrator shall immediately notify the Chamber and the parties of any facts or

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circumstances of the same nature as those referred to in Article 12.2, concerning his or her impartiality or independence which may arise during the arbitration.

Article 13: Challenge or Dismissal of Arbitrators

13.1 The challenge of an arbitrator, based on an allegation of lack of independence or impartiality or on any other ground, shall be initiated by the submission to the Chamber of a statement specifying the facts and circumstances on which the challenge is based.

13.2 Under penalty of foreclosure, the challenge of an arbitrator may only be made within fifteen (15) days following the notification of his or her declaration of independence and impartiality, or within fifteen (15) days following the date on which the party making the challenge was informed of the facts or circumstances on which it relies in support of its challenge. In exceptional circumstances, a party may request that these time limits be extended once for fifteen (15) days.

13.3 After having conducted an adversarial investigation which may not exceed fifteen (15) days following receipt of the challenge request, the President of the CAIFL shall rule on the challenge by a decision without justification and not subject to appeal.

13.4 The challenge request is no longer admissible after the arbitral award has been made.

13.5 The arbitration proceedings are suspended as from the challenge request and until the decision of the President of the Chamber.

13.6 An arbitrator may only be removed by the party who appointed him or her with the consent of the other party.

Article 14: Replacement of Arbitrators

14.1 In the event of the death, resignation, disqualification or impediment of any kind of arbitrator who is to be or is already a member of an Arbitral Tribunal, a new arbitrator shall be appointed in the same manner as the arbitrator whom he or she replaces, the period of arbitration being suspended from the occurrence or revelation of the cause of replacement until the new arbitrator accepts his or her mission.

14.2 In the absence of such an appointment, the President of the CAIFL shall proceed with the replacement of the arbitrator.

14.3 The Arbitral Tribunal thus completed, and after consultation with the parties, shall then decide on the conditions under which the proceedings shall be resumed.

Article 15: Jurisdiction of the Arbitral Tribunal

15.1 Once constituted, the Arbitral Tribunal is, in each case referred to it, judge of its own jurisdiction.

15.2 To be admissible, the plea of lack of jurisdiction must be raised by the interested party before any defence on the merits or plea in bar.

SECTION 3: THE ARBITRATION PROCEEDINGS

Article 16: Rules governing the Proceedings

The proceedings before the Arbitral Tribunal shall be governed by these Rules. Where the Rules are silent, the proceedings shall be governed by the rules which the parties or, failing that, the Arbitral Tribunal shall determine, with or without reference to a national procedural law applicable to the arbitration.

Article 17: Rules of Law Applicable to the Merits

17.1 The Arbitral Tribunal shall rule as a matter of law, unless the parties have agreed to entrust it with the task of acting as amiable compositeur.

17.2 The parties are free to choose the rules of law to be applied by the Arbitral Tribunal to the merits of the dispute. Failing this, the Arbitral Tribunal shall apply the rules of law it deems appropriate.

17.3 If, in the course of proceedings already initiated before an Arbitral Tribunal, the parties agree to transform the arbitration mission into a mission of amiable compositeur, this is recorded by minutes drawn up during the session signed by the parties and the arbitrators.

17.4 In any event, the Arbitral Tribunal shall take into account the contractual provisions binding the parties, if any, and any relevant trade usage.

Article 18: Seat and Language of the Arbitration

18.1 Unless otherwise agreed by the parties, the seat of the arbitration shall be Paris.

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18.2 The parties are free to choose the language of the arbitration proceedings among French, English and Spanish. By way of derogation and after agreement of the President of the Chamber who will set the conditions, the parties may choose another language applicable to the arbitration proceedings.

18.3 Failing agreement by the parties, the language of the arbitration shall be French, unless the Arbitral Tribunal, at the request of a party and taking into account the language of the contract and all other relevant circumstances, decides to adopt another language for the arbitration.

18.4 Unless otherwise decided by the Arbitral Tribunal, documents produced by the parties which are not in the language of the arbitration may be freely translated.

Article 19: Rules of Conduct of the Arbitration

19.1 The parties and the Arbitral Tribunal shall act expeditiously and fairly in the conduct of the proceedings. In any event, the Arbitral Tribunal shall guarantee the equality of the parties and respect the principle of adversarial proceedings.

19.2 In order to ensure the efficient conduct of the arbitration proceedings, the Arbitral Tribunal shall have the possibility, after consultation with the parties, to adopt all procedural measures which it considers appropriate and which do not conflict with any agreement or understanding reached between the parties.

19.3 The President of the Arbitral Tribunal shall sign the procedural orders alone on behalf of the Arbitral Tribunal, after having consulted the co-arbitrators.

19.4 The parties undertake to comply with any order made by the Arbitral Tribunal.

Article 20 : Transmission du dossier au tribunal arbitral

The Chamber shall transmit to the Arbitral Tribunal, as soon as it is constituted, the claims or counterclaims for which it has proceeded, on the one hand, with the payment of the arbitration costs provided for in Articles 5.4 and 34 of the Rules and, on the other hand, the dispatch of the documents, observations or submissions in support of said claims.

Article 21: Procedural Timetable and Terms of Reference

21.1 As soon as it receives the file transmitted by the Chamber in accordance with Article 20, the Arbitral Tribunal shall summon the parties to appear before it on a day and at a time it fixes.

21.2 At the request of one of the parties or of its own motion, the Arbitral Tribunal may itself draw up a procedural timetable and/or Terms of Reference in consultation with the parties and their counsel, if any.

21.3 The Arbitral Tribunal may also summon the parties to appear at a pre-hearing in order to draw up a timetable and/or its Terms of Reference. This first hearing shall be conducted by video conference, unless the Arbitral Tribunal decides otherwise.

21.4 The timetable and the Terms of Reference thus drawn up shall be signed by the members of the Arbitral Tribunal and the parties and notified to them. In the absence of signature by one of the parties, the procedural timetable and the Terms of Reference shall be submitted to the President of the Chamber, whose signature has the same effect as if all the parties had signed them.

21.5 The procedural timetable and the Terms of Reference, as well as any amendments thereto, shall be communicated to the parties and to the Chamber.

21.6 In the absence of Terms of Reference, the parties shall be presumed to have agreed to the constitution of the Arbitral Tribunal if no challenge has been made in accordance with Article 13.

Article 22: Arbitration Period

22.1 The adoption of these Rules by the parties to the arbitration implies that the conventional time limit for the duration of the mission of the Arbitral Tribunal is set at six (6) months from the date of acceptance by the last arbitrator of his or her mission until the arbitral award is made, subject to the stipulations and extensions agreed under the Terms of Reference and the procedural timetable.

22.2 The procedural timetable shall therefore, as far as possible, take into account the six (6) month arbitration period.

22.3 At the request of an arbitrator or a party, or on his or her own initiative, the President of the CAIFL may, if he or she considers it necessary, extend the mission of the arbitrators for a period of time which he or she shall determine. This decision is notified to the arbitrators and the parties.

22.4 The arbitration proceedings shall lapse if none of the parties takes action without valid and justified reason for a period of six (6) months, provided that the time limit for the Tribunal's mission has not expired. The

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lapse may be raised ex officio by the President of the Chamber, after a reminder sent to the parties by email which remains unheeded for one (1) month. In the event of a lapse, the fees already paid shall be retained by the Chamber.

Article 23: Holding and Conduct of Hearings

23.1 The arbitral hearing may not take place until at least fifteen (15) days after sending the summons to the parties, unless otherwise provided for in the Rules.

23.2 The Arbitral Tribunal shall hold its hearings in the premises made available by the Chamber as part of its arbitration assistance mission. At the request of the parties and on condition that the parties bear the additional costs, the Arbitral Tribunal may sit in another place which it considers appropriate.

23.3 The President of the Arbitral Tribunal shall govern the hearing process and lead the proceedings while ensuring their proper conduct. Hearings are adversarial and, unless the Tribunal decides otherwise and the parties agree, they are not open to persons not involved in the dispute, the latter being duly warned, in the event of admission, of the obligation of confidentiality with which they are required to comply. During the debates and deliberations, the Arbitral Tribunal shall be assisted by a secretary appointed by the President of the Chamber.

23.4 During the hearing, oral arguments shall be made by way of observations, unless the Arbitral Tribunal decides otherwise; it shall inform the representatives of the parties thereof before the hearing through the Secretariat.

23.5 At the end of the hearing, and unless the case is to be continued at a subsequent hearing, the president of the Arbitral Tribunal shall declare the proceedings closed and the case reserved for deliberation. From that moment on, no new application may be made, nor any new plea raised. Likewise, no observations or notes under advisement may be submitted or any documents produced except, exceptionally, at the request of the president of the Arbitral Tribunal, the parties being informed thereof.

23.6 In the event of continuation of the proceedings, the Arbitral Tribunal shall set the date of the next hearing, the corresponding summons being sent later by the Secretariat of the Chamber.

Article 24: Investigative Measures

24.1 The Arbitral Tribunal has the broadest powers in the search for elements of assessment.

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24.2 The Arbitral Tribunal may, on its own initiative, carry out any checks it deems necessary, if necessary by visiting the scene. It may decide to hear witnesses, experts appointed by the parties, or any other person whose hearing is requested by a party or decided by it. The Arbitral Tribunal may also, if it deems it necessary, appoint one or more experts, define their mission, which must be carried out respecting the adversarial principle, receive their report and, if necessary, hear them during the hearing.

24.3 Finally and in general, the Arbitral Tribunal may order any investigative measures it deems useful, the parties being obliged to assist in such measures, the Arbitral Tribunal drawing the consequences of an abstention or refusal.

Article 25: Conservatory and Interim Measures

25.1 The Arbitral Tribunal may order the parties to take any conservatory or interim measures it deems appropriate. Depending on what the Arbitral Tribunal deems appropriate, the measures may take the form of a reasoned order or an award.

25.2 The existence of an arbitration agreement designating the Chamber shall not prevent a party from bringing an action before a State court for the purpose of obtaining an investigative measure or conservatory or interim measure.

Article 26: Stay of Proceedings

The Arbitral Tribunal may, if necessary, stay the proceedings. This decision suspends the course of the proceedings and the arbitration period until the occurrence of the event it determines.

Article 27: Postponement of the Hearing

27.1 At the request of a party or at the initiative of the Arbitral Tribunal, the case called for hearing may be referred by decision of the President of the Arbitral Tribunal. This request for referral must be made at least eight (8) days before the date fixed for the hearing, except in exceptional circumstances on which the Arbitral Tribunal will be called upon to rule. The President of the Arbitral Tribunal shall assess the appropriateness of any new request for postponement of the hearing presented by the parties and decide whether or not to grant it.

27.2 If the resolution of a dispute is unreasonably delayed by one of the parties and results in a postponement of the hearing, the costs charged for the examination of the case at another sitting of the Arbitral Tribunal may be equal to one third of the ordinary arbitration costs and shall be

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borne by the party that caused the postponement. The Arbitral Tribunal shall decide on the possible application of such a measure.

SECTION 4: THE ARBITRAL AWARD**Article 28: Form and Content of the Award**

28.1 If during the proceedings the parties present or represented do not reconcile, the Arbitral Tribunal shall settle the dispute by making one or more awards by a majority of votes.

28.2 The arbitral award states the names of the arbitrators, the name of the secretary of the tribunal, a brief statement of the parties' pleas, their respective claims and the facts, the reasons for the decision and the statement of awards.

28.3 If it considers it appropriate, the Arbitral Tribunal may make partial or interim awards.

28.4 The award is drawn up in as many originals as there are parties and arbitrators, plus one original for the Chamber. The originals of the award are signed by all the arbitrators, unless an arbitrator refuses to sign, in which case they are mentioned and endorsed by the secretary designated by the President of the Chamber.

28.5 After full payment of the final costs and fees of the arbitration, the Chamber shall communicate an original of the award to each party and/or its counsel, as well as to each arbitrator. A certified copy of the original award held by the Chamber may be drawn up by the Secretariat at the request of a party, provided that all other parties are informed.

28.6 The award is confidential. However, it may be published with the written agreement and in the manner determined by the parties.

Article 29: Award by Consent

If the parties reach an agreement during the arbitration proceedings, they may request the Arbitral Tribunal, and provided that the Tribunal accepts, to record this agreement in the form of an award by consent.

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Article 30: Execution

The parties undertake to execute the award in good faith. In the absence of spontaneous execution, it is up to the parties to enforce it, according to the legal remedies available to them.

Article 31: Remedies

31.1 Awards rendered under the aegis of the CAIFL are not subject to appeal. In matters of domestic arbitration, the parties may derogate from this rule.

31.2 The award may be subject to an action for annulment. However, in international arbitration, the parties may, by special and express agreement, waive this remedy. Furthermore, the parties waive the ruling on the merits by the court, seized of an action for annulment, if the arbitral award in question is set aside.

31.3 If the award is set aside, the dispute shall be brought before the CAIFL again at the request of either party, in accordance with the terms of these Rules.

Article 32: Rectification of Material Errors, Failure to Rule and Interpretation of the Award

32.1 The Arbitral Tribunal may, of its own motion or at the request of one or more of the parties, correct any material error which may affect the award, interpret it or supplement it if it has failed to rule on a head of claim before it.

32.2 Requests for rectification of a material error, failure to rule or interpretation must be made within thirty (30) days from the communication of the award and shall be addressed directly to the Chamber, which shall refer the matter to the Arbitral Tribunal.

32.3 The Arbitral Tribunal shall examine the requests in accordance with the adversarial principle and shall make a decision by award or reasoned order as soon as possible and at the latest within two (2) months of its referral.

32.4 Unless otherwise decided by the President of the CAIFL, all appeals for rectification of a material error, failure to rule and interpretation of the award shall entail no additional costs for the parties.

SECTION 5: ADDITIONAL PROVISIONS

Article 33: Mediation

33.1 A mediation procedure may be proposed to the parties, either by the Chamber if the Arbitral Tribunal has not yet been constituted, or by the Arbitral Tribunal itself after the referral.

33.2 If the parties to the mediation agree, the arbitration proceedings shall be suspended for the duration of the mediation.

33.3 If the mediation proposal is made after the referral to the Arbitral Tribunal, no arbitrator who is a member of the Arbitral Tribunal may be appointed as mediator. Likewise, if the mediation proposal is prior to the referral to the Arbitral Tribunal and it does not allow the dispute between the parties to be settled, the mediator cannot be appointed as an arbitrator.

33.4 If, at the end of the mediation, the parties do not reach an agreement that definitively puts an end to the entire dispute, the arbitration proceedings shall resume, the Arbitral Tribunal taking into account any partial agreement of the parties.

Article 34: Costs

34.1 At the beginning of each calendar year, the arbitration fees are fixed by the President of the Chamber, after deliberation by the Board of Directors, in the form of a fee schedule. This schedule is available from the Chamber's Secretariat.

34.2 In the absence of a change, the fees fixed for the previous calendar year are simply renewed.

34.3 The opening fee referred to in Article 5.4 of these rules is €1,250 excluding VAT.

34.4 Unless otherwise decided by the Arbitral Tribunal, all costs shall be borne by the unsuccessful party.

34.5 The parties must pay the costs claimed under the arbitration fee schedule in advance, and all the disbursements of an appointed arbitrator shall also be subject to a specific reimbursement.

34.6 Depending on the complexity of the case, the President of the CAIFL may fix the arbitration costs at an amount higher or lower than that resulting from the application of the fee schedule.

34.7 A separate provision is made for each claim or counterclaim made.

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34.8 The principal claimant or counterclaimant shall be required to pay the costs of its request to the Chamber as soon as it so requests. If the advance payment is not made the application shall be deemed to be withdrawn and the parties shall be notified.

34.9 If the claimant or counterclaimant to a proceeding withdraws before any summons is issued, the arbitration costs already paid shall be refunded, after deduction of the costs already borne by the Chamber.

34.10 The advance on arbitration costs shall be definitively and entirely retained by the Chamber when the case has been summoned, even if, after the summons, there is a withdrawal, or the occurrence of any other measure agreed or obtained by the parties in question, which may put an end to the arbitration.

Article 35: Third-Party Funding

35.1 Each party to the arbitration proceedings is obliged to produce a statement indicating the identity of any financial third party where that party, its representative or any natural or legal person affiliated with it, has received funds to act or defend in the arbitration proceedings.

35.2 The statement referred to in Article 35.1 must be communicated to the Chamber and to all the parties as soon as the request for registration of the request for arbitration is made, or immediately after the conclusion of the financing agreement with a third party. The party shall inform the secretariat of any changes in the information contained in the statement.

Article 36: Waiver of the Right to Object

A party who, knowingly and without legitimate reason, fails to invoke an irregularity before the Arbitral Tribunal in good time shall be deemed to have waived the right to rely on it.

Article 37: Set-Off

Where a party invokes a right to set-off against a claim, it shall be taken into account for the calculation of the advance on arbitration costs in the same way as an additional claim, provided that it is likely to give rise to the consideration of additional issues.

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Article 38: Applicability and interpretation of the Rules

38.1 These Rules shall apply in the presence of any arbitration clause or arbitration agreement or request for arbitration designating the "International Arbitration Chamber for Fruits & Vegetables" ("Chambre Arbitrale Internationale pour les Fruits & Légumes").

38.2 Any interpretation of these Rules shall be a matter for the Chamber.

38.3 The arbitration shall be subject to the rules in force on the day of submission of the Request for Arbitration.

Article 39: Liability

The arbitrators, the Chamber or its general secretariat may not be held liable under any circumstances for facts, acts or omissions in connection with an arbitration, except in the event of gross negligence or wilful intent.

TITLE II

EMERGENCY PROCEDURE

(pursuant to Article 3.4 a) of Title I of the Arbitration Rules of the International Arbitration Chamber for Fruits & Vegetables)

Article 40: Request for Arbitration

40.1 The application of an emergency procedure may be requested when filing a request for arbitration, accompanied by the payment of a deposit of fixed and non-refundable costs in an amount equal to twice the fixed part of the first tranche of the arbitration fee schedule, deductible from the advance on costs referred to in this Title, Article 43.

40.2 It is up to the President of the CAIFL to decide as soon as possible whether or not this procedure should be followed. This decision does not have to be justified.

40.3 In the event that the emergency procedure is refused, the request will be examined according to the ordinary procedure, referred to in Title I of these Rules. In the event that the emergency procedure is chosen, the Arbitral Tribunal shall be composed of three arbitrators appointed in accordance with Articles 10, 11 and 12 of Title I, unless the parties have agreed to appoint a sole arbitrator, in which case the sole arbitrator shall be appointed by the President of the CAIFL.

40.4 The Arbitral Tribunal may decide on the basis of documents if the parties so request or agree.

Article 41: Arbitration Period

41.1 The arbitration shall be conducted as expeditiously as possible and the President of the Arbitral Tribunal shall, notwithstanding any other provisions of these Rules, fix the time limits within which the arbitration formalities must be completed, in particular, the time limits within which the documents, pleadings or observations of the parties must be filed with the secretariat.

41.2 The mission of the Arbitral Tribunal shall in principle be limited to three (3) months. However, by delegation of the parties arising from the application of these Rules and on his or her sole initiative, the President of

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the CAIFL may extend this three (3) month mission. The arbitrators and the parties shall be notified of any such extension.

41.3 The arbitration period shall commence from the date of the minutes recording both the acceptance of their mission by each of the arbitrators and the constitution of the Arbitral Tribunal of which they are members.

Article 42: Arbitral Award

42.1 The decision of the Arbitral Tribunal shall be taken by a simple majority and the original of the award shall be signed by all the arbitrators, unless an arbitrator refuses, in which case it shall be mentioned, and by the secretary. An original is communicated to the parties and/or their counsel, as well as to each arbitrator.

42.2 The award of the tribunal is final, the emergency proceedings on the merits being exclusive of any appeal.

Article 43: Costs

The costs of arbitration in emergency proceedings shall be fixed at one and a half times the administrative costs for ordinary proceedings, plus the arbitrators' fees without increase.

Article 44: Interim or Security Measure

44.1 If the Arbitral Tribunal has not yet been constituted, either party may request the benefit of the emergency procedure for the purpose of having only an interim measure or a security measure decided upon.

44.2 In this case, the Arbitral Tribunal shall be composed of a sole arbitrator appointed by the President of the Court.

44.3 The costs of the proceedings are set at double the amount of the first tranche of the fee schedule.

44.4 The sole arbitrator may not or will not be called upon to sit on the Arbitral Tribunal established in the ordinary procedure which will hear the merits of the dispute.

44.5 The order issued by the sole arbitrator shall be limited to ruling exclusively on the interim measure or security measure requested, without in any case being able to address the merits of the dispute or prejudge the solution that will be provided.

Article 45: Replacement of the Arbitrator

The above provisions relating to the Arbitral Tribunal shall not prevent the application of Articles 13 and 14 with respect to the replacement of arbitrators who are prevented from acting.

TITLE III

EXPEDITED PROCEDURE

(pursuant to Article 3.4 b) of the Arbitration Rules of the International Arbitration Chamber for Fruits & Vegetables)

Article 46: Introductory Provisions

46.1 Except as provided for in Article 3.4, the Expedited Arbitration Procedure is implemented for any arbitration where the principal amount is less than or equal to 100,000 Euros or the equivalent in currency on the date of the Request for Arbitration (excluding arbitration costs and expenses).

46.2 This procedure supplements Title I of the CAIFL's Arbitration Rules, whose provisions not contrary to these Rules remain applicable.

Article 47: The Request for Arbitration

47.1 The Request for Arbitration can be drawn up on a special form and must be addressed to the secretariat of the Court and simultaneously transmitted to the other party.

47.2 The Request for Arbitration must also contain:

- a)** the names and addresses of the parties;
- b)** the precise indication of the claims and the basis of those claims;
- c)** confirmation of the transmission of the request to the respondent;
- d)** all supporting documents as well as a copy of the agreement giving rise to the dispute and mentioning the arbitration clause.

47.3 The Chamber notifies the respondent of the file submitted by the claimant, indicating the date on which the Arbitral Tribunal will examine the case.

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47.4 The claimant is also informed of the composition of the Arbitral Tribunal and the date of the hearing.

47.5 To be admissible, any counterclaim must be filed within ten (10) days of the notification of the request for arbitration. After this deadline, the Secretariat shall invite the counterclaimant to file a main appeal in an arbitration procedure independent of the current procedure.

Article 48: Constitution of the Arbitral Tribunal

48.1 The request shall be brought before an Arbitral Tribunal composed of a sole arbitrator appointed by the President of the CAIFL.

48.2 The arbitrator may, if a particular difficulty appears during the examination of the dispute, request at any time from the President of the Chamber that the Arbitral Tribunal rule as a collegiate panel. The President of the Chamber shall then immediately invite the parties to appoint one arbitrator each within ten (10) days and, if one of the parties fails to do so within this period, shall make the appointment him or herself.

48.3 The parties shall be duly informed of the final composition of the Arbitral Tribunal.

48.4 The challenge of an arbitrator may only be requested for a cause prior to his or her appointment within (5) days following the notification of his or her appointment. After this period, he or she may only be challenged for a cause which is revealed or which has arisen since his or her appointment.

Article 49: Arbitration Proceedings

49.1 Unless the Arbitral Tribunal decides otherwise, it shall rule on the basis of documents.

49.2 No new request for relief may be submitted nor any document or additional note may be filed by the claimant between the date of its request for arbitration and the date on which the Arbitral Tribunal examines the case, except in response to a counterclaim filed within the time limit referred to in Article 47.5. In this case, the counterclaimant may produce a statement of defence in response to the counterclaim no later than five (5) days before the date of the hearing notified to it.

49.3 The respondent is invited to submit its file to the secretariat no later than five (5) days before the date of the hearing notified to it.

49.4 At the request of the parties, of one of them or ex officio, the Arbitral Tribunal may invite the parties to appear before it on a day and at a time it fixes.

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Article 50: Award

Unless the parties have agreed to confer upon it the task of ruling in law, the Arbitral Tribunal shall rule in equity and finally on the dispute by an award which shall be communicated to the parties.

Article 51: Arbitration Period

51.1 The duration of the mission of the Arbitral Tribunal ruling in an Expedited Arbitration Procedure is four months from the date of the minutes recording the acceptance of its mission.

51.2 The arbitrator's request to rule as a collegiate panel provided for in Article 48.2 shall interrupt the arbitration period. In this case, a further period of one (1) month shall run from the signature of the minutes recording the acceptance of the mission of the Arbitral Tribunal ruling as a collegiate panel.

51.3 By delegation of the parties, resulting from the application of these rules, the President of the CAIFL may, at his or her sole initiative, extend the mission of the Arbitral Tribunal.

Article 52: Costs

All arbitration costs are determined in accordance with the Expedited Arbitration Proceedings fee schedule in force on the day of the request.

APPENDIX I

WRITTEN PROCEDURE RULES

(pursuant to Article 4.1 of the Arbitration Rules of the International Arbitration Chamber for Fruits & Vegetables)

Article 1

1.1 The so-called "written" arbitration procedure supplements the Chamber's Arbitration Rules, the provisions of which not contrary to these rules remain applicable.

1.2 By way of derogation from Article 4.1 of the Rules, which provides in principle that all notifications and communications by the parties and the Chamber will be made solely by electronic means, the written procedure may be implemented by the claimant at the time of the referral.

Article 2

2.1 The submission of written submissions, including in particular the request for arbitration, documents, pleadings and submissions, as well as all notifications and communications, shall be made only by delivery against receipt, registered letter, courier service or by any other means of communication that provides physical proof of dispatch.

2.2 The Arbitral Tribunal may exclude from the proceedings documents, submissions and exhibits that have not been communicated in electronic form.

Article 3

3.1 Any written communication or notification must be addressed or copied to the Chamber at the following address:

Chambre Arbitrale Internationale pour les Fruits et Légumes

6, avenue Pierre 1^{er} de Serbie, 75116 Paris

3.2 Any written communication or notification must imperatively include in the subject line the case number assigned by the Secretariat.

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3.3 The date of the communication or notification is the date of receipt of the mail by the Chamber.

Article 4

Where Appendix I is applied by the Parties, and by way of derogation from the provisions of Article 4.2:

- a) The request for arbitration must be provided in as many copies as there are defendants, plus a copy for the Chamber.
- b) The response to the Request for Arbitration must be communicated in as many copies as there are parties, plus a copy for the Chamber.

APPENDIX II

ARBITRATION PROCEDURE WITH TWO LEVELS OF JURISDICTION

(pursuant to Article 1.8 of the Rules of the International Arbitration Chamber for Fruits & Vegetables)

Article 1: First Degree Arbitral Tribunal

If the parties have previously agreed, in the arbitration clause or at the latest in the Terms of Reference, to apply Appendix II to these Rules, the dispute shall then be brought before a first degree arbitral tribunal constituted, as for the ordinary procedure referred to in Title I, in accordance with Article 11 thereof.

Article 2: Provisional First Degree Award

2.1 If during the proceedings the parties present or represented do not reconcile, the first degree Arbitral Tribunal shall issue a provisional award by a majority vote.

2.2 This provisional award states the names of the arbitrators, the name of the secretary of the tribunal, a brief statement of the parties' pleas, their respective claims and the facts, the reasons for the decision and the statement of awards.

2.3 If it deems it appropriate, the first degree Arbitral Tribunal may issue provisional partial or interim awards.

2.4 The provisional award is drawn up in as many originals as there are parties and arbitrators, plus one original for the Chamber. The originals of the provisional award are signed by all the arbitrators, unless an arbitrator refuses to sign, in which case the arbitrator shall be mentioned and the award will bear the signature of the secretary.

2.5 After full payment of the final costs and fees of the arbitration, the Chamber shall communicate an original of the provisional award to each party and/or its counsel, as well as to each arbitrator. A certified copy of the provisional award held by the Chamber may be drawn up by the Secretariat at the request of a party, provided that all other parties are informed.

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2.6 The provisional award is confidential. However, it may be published with the written consent and in the manner determined by the parties to the proceedings.

2.7 The provisional award relieves the arbitrators of the first degree Arbitral Tribunal of jurisdiction.

Article 3: Challenge of the Provisional Award

3.1 If, within fifteen (15) days following the date of receipt of notification of the provisional award, the Court has not received written notice of a request for a second degree review, the provisional award shall be transformed into an award on the simple request of one of the parties and shall be notified to the interested parties.

3.2 Withdrawal of a request for a second degree review by a party, or failure by it to comply with the formalities provided for in Article 7 within the time limits granted by the Chamber, shall entitle the other Party to a further period of eight (8) days, after notification, to possibly request the second degree review.

Article 4: Second Degree Arbitral Tribunal

4.1 If the Chamber receives, within the fifteen (15) day period provided for in Article 3, a request for a second degree review, it shall constitute a second Arbitral Tribunal composed of three members, all of whom shall be appointed by the President of the Chamber.

4.2 The members of the first degree Arbitral Tribunal may not, in the same dispute, sit in a second degree Arbitral Tribunal, nor may those appointed at the first degree and who have been replaced.

Article 5: Devolutive Effect

5.1 The request for a second degree review defers to the Arbitral Tribunal constituted in accordance with the terms of Article 4 the knowledge of the entire dispute on which it shall rule again, in accordance with the foregoing provisions.

5.2 In the event of examination of the dispute by a second degree tribunal, the award to be made shall be considered as the only award made in the case.

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Article 6: Second Degree Award

6.1 The award shall be made by a majority vote of the Arbitral Tribunal.

6.2 The award shall mention the names of the arbitrators, the secretary of the tribunal, a brief statement of the parties' pleas, their respective claims and the facts, the reasons for the decision and a statement of awards.

6.3 If it deems it appropriate, the second degree Arbitral Tribunal may make partial or interim awards.

6.4 The award shall be drawn up in as many originals as there are parties and arbitrators, plus one original for the Chamber. The originals of the award shall be signed by all the arbitrators, unless an arbitrator refuses, in which case they shall be mentioned and the award will bear the signature of the secretary.

6.5 After full payment of the final costs and fees of the arbitration, the Chamber shall communicate an original of the award to each party and/or its counsel, as well as to each arbitrator. A certified copy of the original award held by the Chamber may be drawn up by the secretariat at the request of a party, provided that all other parties are informed.

6.6 The award is confidential. However, it may be published with the written agreement and in the manner determined by the parties.

6.7 The award shall relieve the arbitrators constituting the second degree Arbitral Tribunal of jurisdiction.

Article 7: Costs

The arbitration fees for the examination of a case at second instance are fixed at one and a half times those charged for the main claim at first instance on which the case was decided, possibly increased by those resulting from a counterclaim at first instance.

MODEL ARBITRATION CLAUSE

"Any dispute arising in connection with this contract shall be resolved by arbitration under the aegis of the INTERNATIONAL ARBITRATION CHAMBER FOR FRUITS & VEGETABLES (6 avenue Pierre 1er de Serbie, 75116 Paris, tel: 01.42.36.99.65, fax: 01.42.36.99.58), in accordance with its Arbitration Rules, which the parties declare to know and accept".

MODEL ARBITRATION AGREEMENT

Between the undersigned:

Company X... *(company name and address).*

Company Y... *(company name and address).*

Whereas:

(Summarise the facts giving rise to the dispute and in a very precise manner the subject matter of the dispute. If the parties cannot agree on a joint statement, then each party will have to present its own version of the dispute).

Consequently, the parties have agreed by this arbitration agreement to submit this dispute to the International Arbitration Chamber for Fruits & Vegetables which will intervene in accordance with its Arbitration Rules which the parties declare to know and accept.

The arbitrators will have to resolve the following points:

(clearly specify the mission of the arbitrators)

On the application of company X...

On the application of company Y...

The parties shall designate *(possibly)* the following arbitrators:

For Company X:

For Company Y:

**Done in three original copies
in Paris on**

*Signature of
each party.*

MODEL WAIVER CLAUSE

To the extent permitted by law, [the State, the company] hereby fully and irrevocably waives any claim to sovereign or any other immunity from any proceedings conducted to enforce the award rendered by the Arbitral Tribunal, constituted under the Agreement, including, without limitation, immunity from jurisdiction, immunity from execution and immunity of property.

.....

The parties expressly waive the right to have their dispute submitted to a national court.

REGLEMENT D'ARBITRAGE