

**COURT OF
ARBITRATION
SALZBURG**



Schiedsgericht
Salzburg

SALZBURG RULES

Version 2016

Schiedsgericht Salzburg
ZVR-Nr 894535851
Imbergstrasse 31C, A-5020 Salzburg, Austria
P. +43 662 64 00 42-13
F. +43 662 64 04 28
E-mail: office@schiedsgericht-salzburg.at
<http://www.schiedsgericht-salzburg.at>
DVR 4016724

The German original is the only official text.

CONTENTS

Court of Arbitration Salzburg	6
Article 1 Purpose and Scope	6
Article 2 The Board	6
Article 3 The Secretary General	8
Article 4 Languages of Correspondence	8
Arbitrators and Counsels	9
Article 5 Personal Competencies of an Arbitrator	9
Article 6 Nomination and Appointment of an Arbitrator	9
Article 7 Challenge of an Arbitrator	11
Article 8 Premature Termination of the Nomination	11
Article 9 Effects of the Premature Termination of the Arbitrator's mandate	12
Article 10 Counsel	13
General Procedural Rules	13
Article 11 Plea and Communications	13
Article 12 Time Limit, Notifications and Written Submission	13
Article 13 Costs of Proceeding	14
Article 14 Registration Fee	15
Article 15 Costs of Arbitration and Advance on Costs	15
Article 16 Further procedural Costs	16
Article 17 Calculation of Costs of Arbitration	17

Procedure of the Arbitration	18
Article 18 Place of Arbitration	18
Article 19 Statement of Claim	18
Article 20 Notification of Statement Claim	19
Article 21 Statement of Defense	20
Article 22 Counterclaim	20
Article 23 Transmission of the Claim to Arbitrator	21
Article 24 Jurisdiction of the Arbitration Court	21
Article 25 Implementation of Proceedings	21
Article 26 Protective and interim Measures	23
Article 27 Applicable Law	24
Article 28 Decision by three Arbitrators	24
Article 29 Termination	25
Article 30 Arbitral Award	25
Article 31 Correction, Clarification and Supplementation of the Arbitral Award	26
Article 32 Arbitral Settlement	27
Article 33 Multiple Parties	27
Article 34 Exclusion of Liability	28
Table of Procedural Costs	29
Schedule of Fees	29
Recommended Arbitration Clause	30

SALZBURG RULES

Court of Arbitration Salzburg

Article 1 Purpose and Scope

1.1.

The Salzburg Court of Arbitration, hereafter referred to as "Court of Arbitration", administrates the arbitral settlement of disputes, if the parties have agreed to the jurisdiction according to the present rules (hereafter referred to as "Salzburg Rules" by a court of Arbitration.

1.2.

The appointed Court of Arbitration will be hereafter referred to as "Arbitrator" irrespective of the actual number of appointed Arbitrators responsible for the ruling. Unless otherwise agreed by the parties, these Arbitration rules shall apply in the version valid at the time of the commencement of the proceeding.

1.3.

The Salzburg Court of Arbitration also administrates arbitration proceedings if the parties have agreed to the application of different rules.

Article 2 The Board

2.1.

The Board of the Court of Arbitration shall have at least three members. They shall be appointed for a period of five years by the executive board of the Court of Arbitration. They can be reappointed. If by the terms expiration there has not been a new appointment, the members of the Board shall remain in office until there is a new appointment. If a member of the Board is unable to perform their duties during his term of office (e.g. resignation, death), a substitute member has to be appointed for the remainder of the Boards term of office.

2.2.

The members of the Board must perform their duties to the best of their ability. They are independent and free from directives. They are bound to secrecy on all matters coming to their notice in their duty. Their service is honorary and free of charge.

2.3.

The members of the Board shall elect one of their number to act as President for the duration of their term of office. If the President is prevented from doing their duty, the member who is most senior by age shall take over their responsibilities.

2.4.

The Board can make a valid decisions if more than half of its members are part of the decision making process. It shall make decisions by a simple majority of the participating members who are eligible to vote (see 2.5.). In the event of a tie in the voting, the President shall have the deciding vote.

2.5.

Members of the Board who are parties to particular arbitration proceedings in any capacity whatsoever, shall be excluded from decisions pertaining to those proceeding, however they are to be counted as present for the quorum.

2.6.

Resolutions may be made by correspondence, by electronic mail or by phone – or video conferences. In this case, the President shall – to ensure the proper preparation of its decision making - submit a written proposal to all members of the Board. The President shall determine which method is applicable and the deadline for the completion of the voting process. In case of a resolution by correspondence, by electronic mail or by phone – or video conference, the required majority will not be calculated by the number of votes cast but by the total number of board members. The simple majority shall decide. In the event of a tie in voting the President shall have a casting vote.

Article 3 The Secretary General

3.1.

The Secretary General of the Court of Arbitration shall be appointed by the President of the "Verein zur Administration des Salzburger Schiedsgerichts" (ZVR-No. 894535851) for a term of office of five years. Reappointment is permitted. The fourth sentence of Article 2.1. shall apply accordingly.

3.2.

The Secretary General shall direct the activities of the Secretariat and shall handle the agendas of the Board insofar as they are not the responsibility of the Board.

3.3.

The Secretary General must perform the duties of the office to the best of his knowledge and belief. In his function he is independent and not subject to any directives. He is bound to secrecy on all matters that arise to his notice in the course of his duties. The Secretary General will receive remuneration for his function, which must be agreed upon separately with the Board.

3.4.

If the Secretary General is unable to perform his duties or if he is incapacitated a member of the Board shall perform his functions until such time as a new Secretary General is appointed.

Article 4 Languages of Correspondence

Correspondence by the Parties with the Board and the Secretary General shall be conducted in German or English.

Arbitrators and Counsels

Article 5 Personal Competencies of an Arbitrator

5.1.

Any person – irrespective of nationality – having legal capacity, being legally competent, and who is qualified to perform the duties may be an Arbitrator, provided the parties have not agreed upon any special additional qualification requirements.

5.2.

Before his appointment, the Arbitrator has to declare in writing his impartiality and independence in accordance to 5.3. and has to submit to these Rules of Arbitration including the provisions on the costs of the proceeding. The Secretary General shall forward this statement to the parties.

5.3.

The Arbitrators must perform their duties to the best of their knowledge and ability. In their function they are independent and not subject to any directives. They are bound to secrecy on all matters that arise in the course of perform their duties.

5.4.

When somebody wants to hold the position of an Arbitrator he shall disclose any circumstances likely to give rise to doubts as to his impartiality or independence or that are in conflict with the agreement of the parties. An Arbitrator for the time of his appointment and throughout the arbitral proceeding, shall without delay disclose any such circumstances to the parties unless they have already been informed of them by him.

Article 6 Nomination and Appointment of an Arbitrator

6.1.

In accordance to Article 5 the parties shall be free to appoint the Arbitrators.

6.2.

The parties have the ability to agree if their dispute is to be decided either by one or three Arbitrators.

6.3.

When no such agreement has been made and the parties do not agree to the number of Arbitrators the Board shall decide – taking into account the difficulty of the case, the size of the amount in dispute and the interest of the parties in a rapid and cost effective termination – whether the dispute shall be decided by one or three Arbitrators.

6.4.

If there is no agreement in accordance with 6.1 and 6.2 the Board shall request from the parties in the event that they decided upon proceedings before a sole Arbitrator to agree on the Arbitrator and to indicate that person's name and address within thirty days after being served the request. If no such indication is made within that period, the sole Arbitrator shall be appointed by the Board.

6.5.

If the dispute is to be decided by three Arbitrators, the party that has not yet nominated an Arbitrator shall be requested to provide the name and address of an Arbitrator within 14 days after being served the request. If the party has not appointed an Arbitrator within that timeframe, the Arbitrator shall be appointed by the Board.

6.6.

If the dispute is to be decided by three Arbitrators the Arbitrators nominated by the parties or appointed by the Board shall be requested to agree on a Chairperson and to provide his name and address within 14 days after being served the request. If they neglect to provide a name within that period, the Chairperson shall be appointed by the Board.

6.7.

The parties are bound by their nomination of Arbitrators as soon as the identity of the Arbitrator nominated has been made known to the other party.

Article 7 Challenge of an Arbitrator

7.1.

An Arbitrator may be challenged only if circumstances exist that give rise to justifiable doubts as to his impartiality or independence or that are in conflict with the agreement of the parties. A party may challenge its appointed Arbitrator or in whose appointment it participated only for reasons in which it becomes aware after the participation in the appointment or after the appointment has been made.

7.2.

If a party challenges an Arbitrator, it must without delay inform the Court of Arbitration thereof, stating the reasons for the challenge.

7.3.

Should the challenged Arbitrator not withdraw from his office the Board shall decide upon the challenge on the basis of the particulars in the challenging motion and the evidence attached thereto. Before the Board decides the Secretary General must obtain the comments of the Arbitrator challenged and of the other parties. The Board also can request statements from other persons.

7.4.

An Arbitrator challenged may continue the proceedings notwithstanding the challenging motion. However, an award may not be rendered until after the final binding decision of the Board in accordance to 7.3.

Article 8 Premature Termination of the Nomination

8.1. The mandate of an Arbitrator is terminated in the following situations or instances:

- a) the Arbitrator dies or loses his legal capacity,
- b) the parties agree upon the termination,
- c) the Arbitrator withdraws from office,

- d) a challenging motion is granted,
- e) the Arbitrator is removed from the office by the Board.

8.2.

Any party may request the termination of the mandate of the Arbitrator if the latter's incapacitation is not merely temporary, if he otherwise fails to perform his duties or unduly delays the proceedings. The request must be submitted to the Court of Arbitration. Before the Board decides, the General Secretary has to obtain an opinion from the challenged Arbitrator and the other parties. The Board will decide upon the motion of termination of the mandate. If it is clear that the incapacitation is not merely temporary, the Board may terminate the Arbitrator's mandate even without request from a party.

Article 9 Effects of the Premature Termination of the Arbitrator's mandate

9.1.

If the challenge of an Arbitrator has been allowed, or if his mandate has been terminated, or if he has resigned his mandate, or if he has died or lost his legal capacity then:

- a) if the Arbitrator is a sole Arbitrator, the parties – or
- b) if the Arbitrator is the Chairperson, the remaining Arbitrators – or
- c) if that Arbitrator has been nominated by a party or has been appointed for a party, the party that nominated him or for which he was appointed

shall be requested to nominate a new Arbitrator within 30 days – by mutual consent in the cases of referred above to as a) and b) – and disclose his name and address. If no such indication is received within that period, the new Arbitrator shall be appointed by the Board. If a new Arbitrator nominated has also been successfully challenged, the right to nominate a new Arbitrator shall lapse and the new Arbitrator shall be appointed by the Board.

9.2.

In cases of 9.1. the new sole Arbitrator (newly constituted arbitral tribunal) shall decide, after obtaining the comments of the parties, whether and if so to what extent, previous procedural stages are to be repeated.

Article 10 Counsel

The parties shall have the right to be represented by a person of their choice in the proceedings before the Court of Arbitration. If an attorney representing, it is sufficient if he relies on the granted power of attorney. Any other authorized person has to prove through written authorization with the first act of representation; in case of representation by attorney only upon a special request by the Court of Arbitration.

General Procedural Rules

Article 11 Plea and Communications

Each arbitration action, statement or other notification according to these Rules of Arbitration by a party, an Arbitrator, the Court of Arbitration or an expert has to be submitted by registered letter with recorded delivery, courier service, fax, email or any other mode of transmission, as long as there is proof that it was received.

Article 12 Time Limit, Notifications and Written Submission

12.1.

The time limit shall begin with the notification of the order to the party by the Court of Arbitration or the Arbitrator.

12.2.

A time limit shall be deemed valid if the procedural step is set on the day of the deadline in accordance with Article 11. If applied for after setting motion at the Court of Arbitration deadlines can be prolonged by the Secretary General on sufficient grounds. Whether or not a missed procedural step can be made up for after the deadline has passed shall be decided by the Arbitrator.

12.3.

Communications shall be considered as having been validly served if they have been submitted to the Arbitrator in accordance with Article 11.

12.4.

If a party is represented in accordance with Article 10 communications have to be served to representative's the address most recently given. Communications served to representative will be considered received by the party.

Article 13 Cost of Proceedings

The costs of Proceedings are:

13.1.

the registration fee, administrative costs, Arbitrators' fees plus cash outlay (such as reasonable travel and subsistence expenses of Arbitrators, costs of service and rent, cost of taking the minutes).

13.2.

the costs of the parties, that is to say the reasonable costs of the party-representation and other expenses related to the arbitration proceedings, in particular the costs specified as in Article 16.

Article 14 Registration Fee

14.1.

On filing the claim the plaintiff in arbitration shall pay a registration fee into the account of the Court of Arbitration, free of charges according to the table of procedural costs. If additional expenses are incurred an additional sum may be stipulated

14.2.

The registration fee will not be refunded.

14.3.

The process will only be commenced after the full payment of the registration fee with the Court of Arbitration. If the plaintiff in arbitration misses the payment of the registration fee despite being granted an additional period of time by the Court of Arbitration; the Court of Arbitration will dismiss the request for arbitration.

14.4.

Article 14.1. to 14.3. apply analogous to counterclaims according to Article 22.

Article 15 Costs of Arbitration and Advance on Costs

15.1.

The costs of arbitration shall be determined by the Secretary General after the end of proceedings (Article 17).

15.2.

The Secretary General shall determine the amount of the deposit against the expected costs of arbitration. The parties have to pay the deposit in equal shares within 14 days after receiving notification of the costs. The case will be handed over to the Arbitrator after depositing the advance on costs.

15.3.

In case of the plaintiff in arbitration missing his share of the payment of the advance on costs despite being granted an additional period of time, the arbitration action will not be further pursued. The Secretary General shall inform the parties thereof.

15.4.

In case of the respondent in arbitration missing his share of payment of the advance on costs the Secretary General shall inform the plaintiff in arbitration thereof and shall request him to pay the outstanding share of the deposit within 14 days of receipt of the payment request. In case of the plaintiff of arbitration failing to provide the payment on time Article 15.3 applies analogously.

15.5.

In case of an increase in the amount in dispute due to an amplification of the claim, the advance on costs can also be increased analogous to Article 15.2. to 15.4. The increase in the amount in dispute will not be taken into account until the payment of the advance on costs.

15.6.

The advance on cost can, if necessary, be increased by the Secretary General. The payment of the increased advance on costs follows Article 15.2. to 15.4. analogously.

15.7.

Article 15.2. to 15.4. apply analogously to counterclaims according to Article 22.

Article 16 Further procedural Costs

16.1.

If it shows throughout the procedure that due to certain procedural steps cost will increase (e.g. expert fees, interpreter fees), the Arbitrator has to compel the party requesting these procedural steps to pay an advance on costs and to inform the Secretary General.

16.2.

The Arbitrator only will have to set further Procedural steps according to 16.1. after the advance on costs has been paid.

16.3.

The consequences of missing the payment of the advance on costs are decided by the Arbitrator.

16.4.

Within the framework of Article 16.1. the Arbitrator acts in the name of and on behalf of the parties.

Article 17 Calculation of Costs of Arbitration

17.1.

The calculation of the administrative costs and the Arbitrator fees shall be calculated on base of the amount in dispute according to the table of procedural costs. It is up to the Secretary General to examine the cost with regard to its appropriateness and may reduce or (in the case of above-average procedural effort) increase them at his reasonable discretion.

17.2.

If counterclaims are submitted to offset the claim, and cause subsequent procedures, Article 15 applies analogous.

17.3.

The specified amount in dispute put forth can be bindingly altered by the Secretary General if the parties have made only a partial claim or if the claim was obviously undervalued.

17.4.

The Arbitrator fees according to the table of procedural cost will be tripled in case of an Arbitrator senate.

17.5.

Cash expenses are set according to their actual cost.

17.6.

When starting the work, each Arbitrator must tell the Secretary General the prospective amount of value added tax in addition to his fee.

Procedure of the Arbitration

Article 18 Place of Arbitration

Unless the parties have agreed otherwise the place of arbitration shall be Salzburg. In case that it is necessary to conduct procedural acts outside the place of arbitration, the Arbitrator may conduct such acts at any suitable place. The agreed place of arbitration must not be circumvented by this regulation.

Article 19 Statement of Claim

19.1.

Arbitral proceedings are commenced by filing the arbitration claim to the Court of Arbitration. Upon the claim being received by the Court of Arbitration, the proceeding becomes pending.

19.2.

For every Respondent, every Arbitrator and the Court of Arbitration a copy of the Statement of Claim together with the enclosures and the proof of payment of the registration fee according to Article 14 must be submitted.

19.3. The arbitration claim must include the following:

- a) the designation of the parties along with their address
- b) a specific statement, facts constituting the claim and the requested evidence
- c) the evaluation of the matter of the dispute
- d) the number of Arbitrators in accordance with Article 6
- e) in case of a decision by a senate of three Arbitrators, the nomination of the Arbitrator and their address.

19.4.

A substantiation of the agreement specifying the jurisdiction of the Court of Arbitration has to be attached to the statement of Claim.

19.5.

If the statement of claim does not comply with paragraph 2 or 3, the Secretary General shall request the plaintiff in arbitration - after granting a fair extended deadline - to rectify the claim or provide the necessary supplements. The Statement of Claim will only be further processed after rectification or supplementation. Rectification or supplementation within the allotted time frame ensures the pending of the Statement of Claim at the time of the original handover.

19.6.

If the parties agreed to procedural rules differing from the Salzburg Rules the Board can refuse to administer such proceedings.

Article 20 Notification of Statement of Claim

The Secretary General shall notify the Respondent of the Statement of Claim and shall invite Respondent to submit a Statement of Defense within a period of 30 days.

Article 21 Statement of Defense

The Statement of Defense must include:

- a) a reply to the pleadings in the statement of claims and requested evidence
- b) plea of lack of jurisdiction
- c) in case of a decision by a senate of three Arbitrators the nomination of the Arbitrator and their address

Article 22 Counterclaim

22.1.

Until the closure of the evidentiary proceeding the defendant can file a counterclaim against the plaintiff as long as there is jurisdiction under the Salzburg Court of Arbitration.

22.2.

For the counterclaim the provisions according to Article 19 et. seq. apply analogous, whereby the Arbitrator in charge for the pending proceeding will also decide the counterclaim.

22.3.

If the counterclaim lacks the necessary requirements according to section 1 (identity of the parties, jurisdiction under the Salzburg Court of Arbitration) or would the dealing with the counterclaim would lead to a substantial delay in the main proceedings, the Arbitrator must return the counterclaim to the Secretariat to be dealt with in a separate proceedings.

Article 23 Transmission of the Claim to Arbitrator

The Secretary General shall turn over the case to the Arbitrator as soon as

- a) an arbitration action in due form according to Article 19 et. seq. has been submitted
- b) the Arbitrator confirmed acceptance of the cases and his objectivity
- c) the advance on costs payment has been made (Article 15.)

Article 24 Jurisdiction of the Arbitration Court

24.1.

The Arbitrator shall rule on his own jurisdiction. The decision can be made together with the final award or by a separate arbitral award.

24.2.

A plea claiming that the Court of Arbitration does not have jurisdiction shall be raised at the latest with the Statement of Defense. The plea can be made if the party has participated in the appointment of an Arbitrator.

24.3.

A plea made later in the proceeding is only admissible if the Arbitrator is convinced by the justifiable reason for the delay.

Article 25 Implementation of Proceedings

25.1.

The Arbitrator will conduct the proceeding according to the „Salzburg Rules“ and the parties' agreement at his own discretion.

25.2.

Subject to an agreement by the parties after submitting the case, the Arbitrator shall immediately determine the language of the proceedings in regard to all circumstances relevant to the proceeding. He is entitled to ask the parties to provide translations of all documents that are not drafted in that language. After the case has been submitted to the Arbitrator he has to set the course of the proceeding with the involvement of the parties. For the duration of the proceeding the principles of fairness, equal treatment of the parties and the rights of defense shall apply. The Arbitrator is entitled to limit the submission of statements and evidence at a specific date

25.3.

The holding of an oral hearing can be waived if the parties mutually agree and also the Arbitrator does not consider it necessary. Each party has to be informed about the statements and motions of the other party and the result of the evidentiary proceedings. The other party is entitled to comment.

25.4.

The date of the oral hearing shall be set by the Arbitrator. It is not open to the public. The Arbitrator (in case of a Senate the chairperson) has to provide, at minimum, a summary log, which has to include the main procedural elements and validate it by signing.

25.5.

The Arbitrator can, on his own initiative, collect evidence, engage experts and order the parties to provide pieces of evidence.

25.6.

If one party does not participate in the proceedings, the Arbitrator has the possibility to continue with the other party nevertheless.

25.7.

In case of a violation of any of the provision of these Arbitration Rules or another regulation applicable regulation to the proceeding, the party has to object immediately; Otherwise it will lose that right.

25.8.

After the implementation of the evidentiary proceeding, the Arbitrator has the responsibility to close the proceeding. If the Arbitrator thinks that it is necessary he is free to reopen the proceeding.

25.9.

In case of questions concerning procedural or material law the Arbitrator can solicit a non-binding recommendation for its solution from the Board.

Article 26 Protective and interim Measures

26.1.

The Arbitrator may, at request of the parties, require in writing protective and interim measures. If there is no risk of enforcement of the claim being hindered or considerably impeded or in danger of irreparable harm, the Arbitrator may decide to hear the other party. The Arbitrator can oblige each party to pay an adequate security deposit. The order of a protective or interim measure or of a security deposit has to be signed by the Arbitrator and shall be served to each party by registered mail through recorded delivery or through courier service.

26.2.

Any measures referred to in 26.1. need to be substantiated. The written copy shall be officially dated and must include the seat of Court of Arbitration. The measure shall be deemed to have been ordered on that date and location.

26.3.

A copy of the measure and the proof of it being served shall be deposited with the Arbitrator.

26.4.

The Arbitrator shall upon the motion by one of the parties, confirm that it cannot be appealed and the enforceability of the measure on a copy of the measure.

26.5.

Regardless of 26.1. to 26.4. each party can apply to any competent State institution for ordering such measures. Such an application and all measures ordered by the State institution must be brought to the attention of the Court of Arbitration and the Arbitrator immediately.

Article 27 Applicable Law

27.1.

The Arbitrator shall decide the dispute in accordance with the agreed upon legislation or rules of law by the parties. The choice of law between the parties means the agreement upon the material law of a State precluding the conflict-of-law rules

27.2.

In the absence of the choice of law by the parties the Arbitrator shall decide which legislation or rules of law will apply.

Article 28 Decision by three Arbitrators

28.1.

On rulings reserved to three Arbitrators, all the decisions will be made by majority decision. If no majority decision can be reached the Chairperson shall rule alone.

28.2.

The Chairperson of the Court of Arbitration will decide procedural rulings unilaterally.

Article 29 Termination

29.1.

The proceeding may be terminated due to:

- a) the rendering of an award
- b) the conclusion of a settlement
- c) an order of the Arbitrator where
- aa) the claimant withdraws his claim, unless the respondent objects thereto and the Arbitrator recognizes a legitimate interest on his part in obtaining a final settlement of the disputer;
- bb) the parties agree on the termination of the proceedings and communicate this to the Arbitrator;
- cc) the Arbitrator finds that the continuation of the proceedings has become impossible, in particular when the parties to the proceedings do not continue the arbitral proceedings despite written notification from the Arbitrator in which it refers to the possibility of terminating the proceedings.

29.2.

Terminations in accordance with 29.1. shall be presented to the Board before being served to the parties. The Board has the ability to give a nonbinding recommendation.

Article 30 Arbitral Award

30.1.

The Arbitrator must issue the arbitral award in writing and provide reasons for the judgement.

30.2.

The arbitral award must at minimum include:

- a) the designation of the parties
- b) the name of the Arbitrator or in case of a senate the names of the members

- c) the date it was issued
- d) the decision regarding the claim
- e) the place of arbitration
- f) the reasoning for the judgement and decision on costs
- g) the signature by the Arbitrator or in case of a senate the signatures of its members

30.3.

The signatures of the majority of the Arbitrators shall suffice if the award contains a statement that one Arbitrator either refuses to sign or is prevented from signing by an impediment which cannot be overcome within a reasonable time frame.

30.4.

The arbitral award must be signed by the Secretary General; he has to confirm with the official stamp of the Salzburg Court of Arbitration that the award is indeed rendered by the Salzburg Court of Arbitration and furthermore that it was issued and signed by Arbitrator chosen or appointed in accordance with the Salzburg Rules of Arbitration.

30.5.

The Secretary General shall officially serve the arbitral award to the parties. As soon as the arbitral award has been served it takes effect. A copy of the arbitral award shall remain with the Court of Arbitration.

30.6.

At the request of one of the parties, the Arbitrator shall confirm the finality and enforceability of the award. In case of senate the Chairperson has to confirm the finality and enforceability.

Article 31 Correction, Clarification and Supplementation of the Arbitral Award

31.1.

Each party may within 30 days of receipt of the award file with the Secretary General the following applications to the Arbitrator:

- a) the correction in calculation and clerical errors or other obvious errors in the arbitral award
- b) the interpretation of certain parts of the arbitral award if so agreed on by the parties
- c) the amendments to the arbitral award about claims presented in the arbitral proceeding but omitted from the arbitral award

31.2.

After hearing the other party, the Arbitrator decides on the application in accordance with 31.1.; corrections in accordance with 31.1 lit a) can be corrected without hearing the other party within 30 days of the date of the arbitral award.

31.3.

Article 30 can be applied analogous to the correction, clarification and supplementation of the arbitral award.

Article 32 Arbitral Settlement

The parties can request that a record be drawn up on a settlement they have concluded or that an award be made thereof. If in context with the settlement, costs and fees need to be paid, the parties have to hold the Salzburg Court of Arbitration and the deciding Arbitrator without recourse and compensation. The parties bear joint liability for the costs and fees.

Article 33 Multiple Parties

At the request of a party or a third person, the third person may be included in the proceedings, if he proves to have a legitimate interest in its outcome. Considering the stage of proceeding, and after serving the motion to the parties and giving them and

the third person the possibility to comment on the motion, the Arbitrator makes a decision as to the motion. Delays due to the third person inclusion should be avoided as far as possible. The conjunction of the motion with a plea or a statement of defense is allowed.

Article 34 Exclusion of Liability

To parties who are not business enterprises, liability of the Arbitrators, the Secretary General, the Board and its members and the Salzburg Court of Arbitration and its members and employees for any act or missions in relation to arbitration proceedings is limited to gross negligence. Apart from that, all liability of the participants mentioned that may be admissible by law, shall be excluded.

TABLE OF PROCEDURAL COSTS

Registration fee:

EUR 1.000,00

Administrative costs:

1% of the amount at dispute, not less than EURO 500,00 and not more than EURO 7.000,00

Schedule of Fees		
Amount in dispute in EURO		Rate in EURO
0	100.000	6.000
100.001	200.000	6.000 + 3 % 100.000 e. a.
200.001	500.000	9.000 + 2,5 % 200.000 e. a.
500.001	1.000.000	16.500 + 2 % 500.000 e. a.
1.000.001	2.000.000	26.500 + 1 % 1.000.000 e. a.
2.000.001	5.000.000	36.500 + 0,6 % 2.000.000 e. a.
5.000.001	10.000.000	54.500 + 0,4 % 5.000.000 e. a.
10.000.001	20.000.000	74.500 + 0,2 % 10.000.000 e. a.
20.000.001	100.000.000	94.500 + 0,1 % 20.000.000 e. a.
exceeding 100.000.000		174.500 + 0,01 % 100.000.000 e. a.

e. a. = exceeding amount.

The amounts in the tablet do not contain VAT

RECOMMENDED ARBITRATION CLAUSE

To establish jurisdiction under the Salzburg Court of Arbitration, the following arbitration clause is recommended:

“All disputes arising out of the present contract or in connection with the present contract or about its validity will be conclusively decided under the rules of arbitration of the Salzburg Court of Arbitration „Salzburg Rules“ by a court of arbitration appointed in accordance with these rules.”

Recommended supplements to the Clause:

- a) The number of Arbitrators shall be (one or three).
- b) The substantive law of shall be applicable.
- c) The language of the arbitration proceeding shall be
- d) The arbitration proceeding will take place at

Imbergstrasse 31c | 5020 Salzburg
P. +43 662 64 00 42-13
F. +43 662 64 04 28
office@schiedsgericht-salzburg.at
www.schiedsgericht-salzburg.at



Schiedsgericht
Salzburg