

# **RULES of the Arbitration Court of the Estonian Chamber of Commerce and Industry**

Approved by the resolution of the Board of ECCI on 13 Dec. 2007.

## **I General Provisions**

### **Section 1. Jurisdiction of the Arbitration Court of the Estonian Chamber of Commerce and Industry**

- (1) The Arbitration Court of the Estonian Chamber of Commerce and Industry (hereinafter 'the Arbitration Court') as a permanent arbitration court shall resolve disputes arising from private law relationships, including foreign trade and other international economic relations.
- (2) The Arbitration Court shall accept disputes for resolution if:
  - 1) there is a written agreement between the concerning a dispute already arisen or a dispute which may potentially arise, in which the parties agree to refer the case for resolution to the Arbitration Court;
  - 2) the plaintiff has expressed their consent to the resolution of the dispute by the Arbitration Court by filing a claim, and the defendant's actions bear witness to their voluntary intent to submit to the jurisdiction of the Arbitration Court;
  - 3) international conventions provide that the jurisdiction of the Arbitration Court extends to the dispute at hand.
- (3) The Board of the Arbitration Court shall make the initial decision on whether a dispute falls within the jurisdiction of the Arbitration Court.
- (4) The nullity or annulment of an accord providing that a dispute be resolved in the Arbitration Court shall not render void the agreement of the parties to the accord to refer the dispute for resolution to the Arbitration Court
- (5) The term 'Arbitration Court' herein refers to both the institution as well as the arbitral tribunal hearing the case.
- (6) A person may request that the damages caused during the arbitration proceedings, including damages caused by the arbitration award, be compensated for only if the Arbitration Court has committed a crime during the arbitration proceedings.

### **Section 2. Board of the Arbitration Court**

- (1) The activities of the Arbitration Court are governed by a Board of the Arbitration Court consisting of up to six members who shall be appointed for a period of two years by the Board of the Estonian Chamber of Commerce and Industry. The Board of the Arbitration Court shall elect from amongst its members a Chairman and a Vice Chairman of the Board.
- (2) The Board shall hold meetings as and when necessary and shall solve matters in accordance with the Rules of the Arbitration Court.
- (3) The Board shall have the authority to make decisions if at least three of its members participate in its activities. Decisions of the Board shall be adopted by a simple majority.
- (4) The Board's decisions shall take effect at the moment of their adoption; they are final and cannot be appealed.

### **Section 3. Administration of the Arbitration Court**

The administration of the Arbitration Court shall be organised by the Estonian Chamber of Commerce and Industry.

## **II Composition of an Arbitral Tribunal**

### **Section 4. Appointing the Arbitral Tribunal**

(1) The arbitral tribunal which shall resolve the dispute shall be appointed in one of the following manners:

- 1) the parties shall designate an arbitrator or several (odd number) arbitrators, including the presiding arbitrator;
- 2) each party shall designate one arbitrator and propose to him/her to designate in cooperation with the arbitrator designated by the other party a third arbitrator who shall preside over the arbitral tribunal during the resolution of the dispute;
- 3) each party shall designate one arbitrator and the parties shall authorise the Board of the Arbitration Court to designate a third arbitrator who shall preside the arbitral tribunal during the resolution of the dispute;
- 4) the parties shall authorise the Board of the Arbitration Court to appoint the members of the arbitral tribunal;
- 5) the parties shall appoint the arbitral tribunal in another manner agreed upon (bearing in mind that there must be an odd number of arbitrators).

(2) If upon receipt of the statement of claim it becomes evident that no arbitral tribunal has been formed, the Board of the Arbitration Court shall propose to the parties to appoint the arbitral tribunal in one of the manners mentioned in subsection 1 of this section. If the parties fail to form an arbitral tribunal in a manner they have chosen by the deadline determined by the Board of the Arbitration Court, the Board of the Arbitration Court shall form the tribunal by appointing the missing arbitrator or the whole panel of the arbitral tribunal.

(3) The Board of the Arbitration Court shall be entitled to refuse to appoint the arbitral tribunal in accordance with the procedure prescribed in clause 5 of subsection 4 (1) if such appointment of the arbitral tribunal gives one of the parties an economic or other advantage which significantly harms the other party. In such a case the Board of the Arbitration Court shall propose to the parties to appoint the arbitral tribunal in a manner mentioned in clauses 1 to 4 of subsection 1 of this section.

(4) An arbitrator may be elected or appointed only with the arbitrator's consent. An arbitrator candidate shall confirm his/her consent in writing and his/her impartiality by submitting the Arbitrator's Declaration of Impartiality to the Board of the Arbitration Court. An arbitrator shall also agree in writing to be bound by the obligation to keep confidential any and all information pertaining to the arbitration proceedings for an unspecified term.

(5) The Board of the Arbitration Court shall decide on the approval of an arbitrator considering, first and foremost, the Arbitrator's Declaration of Impartiality, the personal characteristics of the arbitrator and his/her ability to resolve the dispute.

(6) At the moment of approval of an arbitrator the arbitrator shall assume the obligations arising from the Rules and have a right to request payment for the performance of his/her obligations pursuant to the Rules.

## **Section 5. Arbitrator's Obligation to Inform about Grounds for Disqualification**

A person invited to act as an arbitrator shall inform the person extending the invitation about any and all circumstances which may form grounds for his/her disqualification. If he/she is still appointed as an arbitrator, he/she shall immediately inform the other party of such circumstances and disclose the circumstances in the Arbitrator's Declaration of Impartiality submitted to the Board of the Arbitration Court.

## **Section 6. Disqualification of an Arbitrator**

- (1) If a party suspects an arbitrator of impartiality, they shall, until an award is made with regard to the dispute, be entitled to submit to the Board of the Arbitration Court a written and justified application for the disqualification of the arbitrator.
- (2) The Board of the Arbitration Court shall decide on the disqualification of the arbitrator within 15 days of the receipt of the application.
- (3) The arbitral tribunal may suspend the proceeding until the Board of the Arbitration Court has made a decision regarding the application for disqualification.

## **Section 7. Discharge of an Arbitrator**

- (1) The Board of the Arbitration Court shall, after consultations with the parties, be entitled to decide on the discharge of an arbitrator who fails to perform his/her obligations as required, and also in the case mentioned in subsection 7 (2).
- (2) An arbitrator shall not be entitled to desist from the performance of an arbitrator's obligations. With good reasons an arbitrator may submit to the Board of the Arbitration Court an application for his/her release from the obligation to act as an arbitrator.

## **Section 8. Replacement of an Arbitrator**

- (1) An arbitrator who has been disqualified or discharged or who has died shall be replaced with a new arbitrator in accordance with the same procedure applied upon the appointment of the arbitrator to be replaced.
- (2) After replacement the arbitrators shall decide which of the proceedings completed in the resolution of the dispute should be repeated.
- (3) If the case is being heard by one arbitrator who is replaced or if all of the arbitrators hearing the case are replaced, all of the proceedings completed in the resolution of the dispute shall be repeated.

## **III Commencing, Suspending and Terminating the Proceeding**

### **Section 9. Parties**

- (1) A plaintiff (plaintiffs) and a defendant (defendants) shall be the parties to a proceeding.

- (2) A plaintiff is a person who files the claim and a defendant is a person against whom the claim is filed.
- (3) The arbitral tribunal may, at the request of one of the parties and with the consent of the other party, include in the proceeding a person as a third party if the third party agrees that the legal relationships concerning them fall within the jurisdiction of the Arbitration Court.

### **Section 10. Filing a Claim**

- (1) The Arbitration Court shall hear cases on the basis of statements of claim.
- (2) The date of receipt of a statement of claim by the Arbitration Court shall be deemed the date of submission of the statement of claim.
- (3) The plaintiff shall file a statement of claim and the accompanying evidence considering the number of parties to the proceeding. The Board of the Arbitration Court shall forward a copy of the statement of claim along with the evidence attached to the defendant.
- (4) The plaintiff themselves may send the statement of claim and the evidence to the defendant. The plaintiff shall inform the Arbitration Court thereof.

### **Section 11. Statement of Claim**

- (1) A statement of claim shall specify the following:
  - 1) names and addresses of the parties;
  - 2) nature and amount of the claim;
  - 3) circumstances forming bases for the claim, and evidence;
  - 4) evidence supporting the fact that the dispute falls within the jurisdiction of the Arbitration Court;
  - 5) names, addresses of the places of residence or places of work, and telecommunications numbers of the arbitrator or arbitrators (including the presiding arbitrator) appointed by the parties, or information on the fact that the arbitral tribunal has not been formed.
- (2) With regard to a natural person a statement of claim shall indicate his/her personal identification code or, in the absence thereof, his/her date of birth. With regard to a legal person registered in a public register, the registry code of the legal person shall be indicated or, in the absence thereof, legal grounds for the legal person's activities.
- (3) If a legal person registered in a public register is either a plaintiff or a defendant, a copy of the registry card or an extract from the register or a registration certificate shall be attached to the statement of claim, unless the data in the register are accessible through public electronic channels free of charge. With regard to other legal persons other evidence certifying the existence and passive legal capacity of the person shall be submitted.
- (4) The following shall be attached to a statement of claim:
  - 1) evidence certifying the claim;
  - 2) in the case mentioned in subsection 10 (4) evidence certifying the fact that the statement of claim and the evidence attached thereto have been sent to the defendant;
  - 3) evidence presented in a format which can be reproduced in writing and certifying the fact that the arbitral tribunal has been appointed in accordance with

- the procedure set out in section 4 if the parties have reached a corresponding agreement;
- 4) evidence certifying the payment of the registration fee.

### **Section 12. Proceedings upon the Receipt of a Statement of Claim**

- (1) After the receipt of a statement of claim the Board of the Arbitration Court shall make the initial decision on whether the dispute falls within the jurisdiction of the Arbitration Court.
- (2) The Board of the Arbitration Court shall adopt a decision on whether to hear the claim or refuse to do so.
- (3) In case the dispute does not fall within the jurisdiction of the Arbitration Court, the Board of the Arbitration Court shall return the statement of claim and all the evidence attached thereto to the plaintiff.
- (4) If there is a fundamental omission due to which the claim cannot be heard and which cannot be eliminated, the Board of the Arbitration Court shall refuse to hear the claim.
- (5) If there is another omission due to which the claim cannot be heard, but which can be eliminated, the Board of the Arbitration Court shall set a term for the plaintiff for elimination of the omissions. If the omissions are not eliminated by the prescribed deadline, the Board of the Arbitration Court shall refuse to hear the claim.

### **Section 13. Application of Measures for Securing the Claim**

- (1) The Board of the Arbitration Court may, until the appointment of the arbitral tribunal, forward to a court an application for securing the claim.
- (2) The Board of the Arbitration Court shall assess the application and may submit the party's application to a court along with the decision of the Board of the Arbitration Court to which copies of the statement of claim and evidence is attached.
- (3) The Board of the Arbitration Court shall request that the court annul the ruling on the securing of the claim if the Board of the Arbitration Court terminates the proceeding before turning the statement of claim over to the arbitral tribunal.
- (4) The arbitral tribunal may, on the basis of a party's application, decide to secure the claim. The decision shall be delivered to the party who filed the application.
- (5) The following measures for securing the claim may be applied in the arbitration proceedings:
  - 1) the establishment of a judicial mortgage on an immovable, ship or aircraft belonging to the defendant;
  - 2) the seizure of the defendant's property which is in the possession of the defendant or another person, including making a notation in a property register concerning a prohibition on disposal of the property;
  - 3) a prohibition on the defendant from entering into certain transactions or performing certain acts;
  - 4) a prohibition on other persons from transferring property to the defendant or performing other obligations with regard to the defendant, which may include an obligation to transfer property to a bailiff or to pay money in a bank account prescribed by the court;

5) imposition of an obligation on the defendant to deposit an item with the bailiff;

6) the suspension of execution procedure, permitting the continuation of execution procedure only against a security, or cancelling of an enforcement action if the execution document has been contested by filing of the claim, or if a third party has filed a claim for the release of property from seizure or for declaration of inadmissibility of compulsory execution due to another reason;

7) imposition of an obligation on the defendant and above all, an insurer, to make payments to the extent of the minimum amounts likely to become payable in the course of a proceeding conducted in a matter of illegal causing of damage or of an insurance contract;

8) imposition of an obligation on the defendant to terminate the application of a standard term or that the person recommending application of the term terminate or withdraw the recommendation of the term in case of a claim for termination of application of an unfair standard term or for termination and withdrawal by the person recommending application of the term of recommendation of the term;

9) another measure considered necessary by the Arbitration Court.

(6) The arbitral tribunal may request that the party who applied for the securing of the claim grant a reasonable security in connection with the securing of the claim which shall be paid to the bank account of the Estonian Chamber of Commerce and Industry.

(7) The security collected from the party who applied for the securing of the claim in order to compensate for potential damages caused by securing the claim shall be returned to such party if the other party has not filed a claim for compensation of damages within two months of the following:

1) date of entry into force of the Arbitration Court award whereby it is held that the claim secured is not to be satisfied or is to be dismissed; or the termination of the proceeding for reasons other than the approval of the parties' compromise;

2) day it becomes evident that at the time the claim was secured no such claim or grounds for securing the claim existed.

#### **Section 14. Payment of the Arbitration Fee**

(1) After the receipt of a statement of claim the Board of the Arbitration Court shall, considering the rates indicated in the Guidelines attached to the Rules, propose to the parties to pay the arbitration fee in equal shares by the deadline set by the Board of the Arbitration Court, unless the plaintiff has expressed in their statement of claim a wish to pay the entire arbitration fee.

(2) If at the request of the plaintiff the Board of the Arbitration Court decides to file an application with a court for securing the claim, the Board of the Arbitration Court shall propose to the plaintiff to pay their share in the arbitration fee determined before the submission of the application with the court. Upon failure to pay the arbitration fee in connection with the plaintiff's application for securing the claim, the Board of the Arbitration Court shall not submit the plaintiff's application with a court.

(3) If the defendant fails to pay their share in the arbitration fee, the Board of the Arbitration Court shall propose to the plaintiff to pay the defendant's share in the

arbitration fee as well. Upon failure to pay the arbitration fee the Board of the Arbitration Court shall dismiss the statement of claim and return it to the plaintiff.

(4) If the settlement of the dispute turns out to be more expensive than initially estimated or if the plaintiff increases the amount of claim after the dispute has been referred to the arbitral tribunal, the Board of the Arbitration Court shall, on behalf of the arbitrator or arbitrators, propose to the parties that they pay an additional arbitration fee. If the plaintiff increases the amount of claim before the referral of the dispute to the arbitral tribunal, the Board of the Arbitration Court shall propose to the parties that they pay an additional arbitration fee.

(5) The amount of the arbitration fee paid earlier and the additional arbitration fee may not exceed the maximum amount of arbitration fee payable on the corresponding amount of claim indicated in the Guidelines attached to the Rules.

### **Section 15. Referral of the Claim to an Arbitrator or Arbitrators**

(1) After the approval of the designated or appointed arbitrators the Board of the Arbitration Court shall refer the statement of claim and its annexes to the arbitrator or, in case of several arbitrators, the arbitrator presiding over the arbitral tribunal.

(2) The arbitrator or, in case of several arbitrators, the arbitrator presiding over the arbitral tribunal shall forward to the Board of the Arbitration Court for their information copies of the arbitral tribunal's orders and correspondence or notices sent to the parties.

### **Section 16. Reply to the Statement of Claim**

(1) The defendant shall submit a written reply to the statement of claim with the arbitral tribunal. The reply shall include the defendant's view on the jurisdiction of the Arbitration Court over the dispute and the content of the dispute.

(2) The defendant shall send a copy of the reply with evidence attached thereto to the plaintiff.

(3) Failure to submit a reply shall not obstruct the resolution of the dispute.

### **Section 17. Counterclaim**

(1) The defendant shall be entitled to file a counterclaim in accordance with the requirements governing the filing of claims before the hearing of the merits of the case ends or, in case of written proceedings, before the end of the term for filing requests.

(2) The Board of the Arbitration Court shall adopt a decision on whether to hear the counterclaim or refuse to do so. The Board of the Arbitration Court may refuse to hear the counterclaim if the simultaneous review of the principal claim and counterclaim significantly delays the resolution of the dispute.

(3) Upon filing of a counterclaim the arbitration fee shall be paid pursuant to the procedure prescribed in the Rules.

### **Section 18. Applicable Law**

(1) In resolving a dispute the Arbitration Court shall apply substantive laws on the application of which the Parties have agreed. In case of reference to a country's legislation, it shall be presumed that the agreement does not include the rules of conflict of laws of the given country, unless the Parties have explicitly agreed otherwise.

(2) If the Parties have not agreed on the applicable legislation and the applicable legislation is not prescribed by law, the Arbitration Court shall apply the legislation of Estonia.

(3) The Arbitration Court may resolve the dispute based on equity if the Parties have explicitly agreed on it. The agreement can be made until the time the Arbitration Court makes its award. In resolving a dispute based on equity, the Arbitration Court shall not deviate from the imperative provisions of the law of the country which would be applied in case the dispute would be resolved without the agreement on application of the principle of equity.

(4) In resolving a dispute in the case provided in subsections (1) or (2) of this section, the Arbitration Court shall take account of the terms and conditions of contracts and of customary practices in so far as this is possible under the legislation which is applied.

### **Section 19. Evidence**

(1) Any and all information on the basis of which the Arbitration Court ascertains the existence or absence of circumstances corroborating the claims or counterclaims of the Parties shall constitute evidence.

(2) Each party shall prove the facts on which their claims and objections are based, unless otherwise provided by law. Unless otherwise provided by law, the Parties may agree on a division of the burden of proof different from that which is provided by law and agree on the nature of the evidence whereby a certain fact may be proved.

(3) A fact which the Arbitration Court deems to be a matter of common knowledge need not be proved. A fact concerning which reliable information is available from sources outside the proceeding may be declared a matter of common knowledge. An argument made by a party based on a fact need not be proven if the opposing party admits the fact. Admission means unconditional and express agreement to a factual allegation by means of a written statement addressed to the Arbitration Court, or made in an arbitration hearing where such agreement shall be entered in the minutes.

(4) The Arbitration Court shall, at the request of the parties or on its own initiative, be entitled to request evidence necessary to resolve the dispute.

### **Section 20. Application for Court's Assistance by the Arbitration Court**

(1) If the Arbitration Court is not competent to perform an attestation act or to perform any other court proceedings, the Arbitration Court may decide to apply for the assistance of a court or to allow a party to apply for the assistance of a court.

(2) The Arbitration Court may suspend arbitration proceedings until the court proceeding has been performed.

### **Section 21. Witness, Observation and Expert**

The Arbitration Court shall be entitled, at a party's request or on its own initiative, to summon a witness to a hearing, perform an observation, order an expert analysis or summon an expert to a hearing.

## **Section 22. Suspension of the Proceeding**

*The Arbitration Court may suspend the proceedings with its order*

- 1) until the Board of the Arbitration Court has made their decision on the arbitrator's application for disqualification;*
- 2) until the performance of a court proceeding if assistance of the court has been requested;*
- 3) with other good reasons.*

## **Section 23. Dismissal of a Claim**

- (1) The Arbitration Court shall dismiss the claim
  - 1) if a case concerning the same claim on the same bases is being heard by a court;
  - 2) if notwithstanding the request of the Arbitration Court the plaintiff has failed to give the Arbitration Court information which would enable the Arbitration Court to deliver procedural documents to the defendant;
  - 3) if the dispute does not fall within the jurisdiction of the Arbitration Court;
  - 4) on other grounds prescribed by law or the Rules.
- (2) If a statement of claim is dismissed, it shall be deemed that the claim has never been heard by the Arbitration Court and the plaintiff may again file the same claim against the same defendant on the same bases with the Arbitration Court.

## **Section 24. Termination of the Proceeding**

- (1) The Arbitration Court shall terminate the proceeding if the plaintiff withdraws the claim. Upon termination of the proceeding the plaintiff may not file the same claim against the same defendant on the same bases with the Arbitration Court.*
- (2) The Arbitration Court shall decide to terminate the proceeding if:
  - 1) the plaintiff withdraws the claim, unless in case the defendant objects to the termination and the Arbitration Court acknowledges the defendant's lawful interest in the final resolution of the dispute;
  - 2) the parties agree on the termination of the proceeding;
  - 3) the parties do not participate in the proceeding;
  - 4) the Arbitration Court is of the opinion that it is impossible to continue on with the proceeding due to the termination of the arbitration agreement, equal division of the arbitrators' votes or because of some other reason.

## **IV Hearing the Case**

### **Section 25. Arbitration Court Hearings**

(1) The Arbitration Court, taking into account the wishes of the parties, if possible, shall determine the time and place for hearing the claim and shall inform the parties of these well in advance. The Arbitration Court may review the case in written proceedings without holding a hearing if the parties consent to it. The Arbitration Court shall be entitled to make its decision in written proceedings without holding an arbitration hearing if the Arbitration Court finds that the dispute does not fall within the jurisdiction of the Arbitration Court.

(2) The claim shall be reviewed at a closed hearing by an arbitrator or arbitrators and the representatives of the parties. The Arbitration Court may allow a secretary and technical support staff to attend the hearing. At a party's request the Arbitration Court may allow an interpreter or another person to attend the hearing. The aforementioned person attending the hearing shall agree in writing to be bound by the obligation to keep confidential any and all information pertaining to the arbitration proceedings for an unspecified term.

(3) At a party's request the Arbitration Court may hear the case without the participation of the representative of the party. If a party does not request that the claim be heard without the participation of their representative, but fails to have a representative attend the hearing, the Arbitration Court shall postpone the hearing. If the party fails to have their representative attend the next hearing as well, the Arbitration Court shall hear the case without the participation of the representative of the party.

(4) The Arbitration Court may also postpone the hearing due to other reasons.

(5) After the hearing the parties shall be entitled to file with the Arbitration Court by the deadline set by the Arbitration Court their final written positions within the limits of discussions held at the hearing.

## **Section 26. Language of the Proceeding**

Unless otherwise agreed by the parties with regard to the language of the proceedings, the language shall be determined by the Arbitration Court based, among other things, on the language of the statement of claim.

## **Section 27. Minutes of the Hearing**

(1) Minutes of the hearing of the Arbitration Court shall be taken, indicating:

- 1) name of the Arbitration Court;
- 2) time and place of the hearing;
- 3) names of the parties;
- 4) names of arbitrators, representatives of the parties, witnesses and experts;
- 5) petitions and requests of the parties;
- 6) main content of the claims and objections of the parties to the extent not covered by the written documents submitted with the Arbitration Court;
- 7) main content of the statements of witnesses, oral responses of the expert and information about observation performed;
- 8) brief description of the hearing.

(2) The minutes shall be signed by the arbitrator or arbitrators who heard the case.

(3) If the dispute is resolved by way of written proceedings, no minutes shall be taken.

## **V Award of the Arbitration Court**

## **Section 28. Dispute Resolution Term**

- (1) The Arbitration Court shall resolve the dispute as quickly as possible; however, not later than within six months of the delivery of the statement of claim and its annexes to the arbitrator or the arbitrator presiding over the arbitral tribunal.
- (2) If necessary, the Board of the Arbitration Court may, at the request of the arbitrator or the arbitrator presiding over the arbitral tribunal, extend the term.
- (3) If a counterclaim is filed, the term for the dispute resolution shall commence again as of the date of delivery of the statement of counterclaim to the arbitrator or the arbitrator presiding over the arbitral tribunal.

## **Section 29. Making the Award**

- (1) Proceedings in a case shall conclude with the award by the Arbitration Court and signature of the award by the arbitrator(s). The award shall be made by the arbitrator(s) in the language of the proceedings. The award of the Arbitration Court shall be made within 30 days of the date of the last hearing of the Arbitration Court.
- (2) The award shall be deemed adopted if the majority of arbitrators vote in favour thereof.
- (3) The parties may compromise. Based on the parties' application the Arbitration Court shall formalise the compromise in the agreed wording as the award of the Arbitration Court, unless the content of the compromise is in conflict with good morals or law and order.

## **Section 30. Preparation and Delivery of the Award**

- (1) The award of the Arbitration Court shall be made in writing in the language of the arbitration proceedings and it shall, in addition to the information mentioned in clauses 1 to 8 of section 27, indicate the matter at issue in the dispute, reasons for the award, decision regarding the claim and the deadline for the satisfaction thereof, and regarding the division of the arbitration fee and the expenses of the parties borne in connection with the arbitration proceedings. The amount awarded shall be indicated in Estonian kroons if the debtor is located in Estonia.
- (2) The award shall be signed by all the arbitrators who made the award. If the award is not adopted unanimously, the minority arbitrator may present with the award his/her dissenting opinion which he/she shall sign.
- (3) The dissenting opinion shall be presented at the end of the award.
- (4) The award shall bear the seal of the Arbitration Court.
- (5) The award shall be prepared and sent to the parties by the Arbitration Court within 5 days of the award being made.

## **Section 31. Interim Award and Partial Award**

- (1) If a claim for payment of money and, above all, a claim for compensation for damages is being heard and it is extremely costly or difficult to prove the amount requested, but the Arbitration Court is able to decide on whether the claim is found to be justified or unjustified, the Arbitration Court may, at the request of a party, make an interim award on whether the claim is found to be justified or unjustified.

The Arbitration Court may also make an interim award concerning a request for application of a limitation period.

(2) If a claim is found to be justified by an interim award or if a limitation period is not applied, the Arbitration Court shall continue the proceedings to determine the amount of the claim and shall adopt a corresponding award. If the Arbitration Court finds the claim to be unjustified or expired, the Arbitration Court shall adopt a final award and discontinue the proceedings in the case.

(3) If several separate, related claims are combined in one case or if one claim out of several claims included in one statement of claim or a part of a claim, or in case a counterclaim is filed, only the claim or counterclaim is ready for making the final award, the Arbitration Court may adopt a separate award with regard to each claim if this expedites the hearing of the case. The Arbitration Court shall resume the proceedings with regard to the claims which have not been adjudicated.

(4) The Arbitration Court may adopt a partial award if the facts presented in the statement of claim allow this.

(5) In procedural matters the arbitrator or, in case of several arbitrators, the arbitrator presiding over the arbitral tribunal and authorised by other arbitrators, may issue orders.

### **Section 32. Correction of Mistakes in and Supplements to the Award**

(1) On the basis of a party's petition the Arbitration Court may:

- 1) correct calculation, spelling or other mistakes in the Arbitration Court award;
- 2) make a supplemental award with regard to the claim which was filed in the arbitration proceedings but not resolved in the award.

(2) The petition mentioned in subsection 1 of this section may be filed within 30 days of the delivery of the award, unless the parties agree on a different deadline.

(3) The Arbitration Court shall forward the petition for a supplemental award to the other party for their information.

(4) The Arbitration Court shall make a decision on the correction of the award within 30 days of the receipt of the petition, and on the supplemental award within 60 days of the receipt of the petition.

(5) The Arbitration Court may correct mistakes in the award on its own initiative as well.

(6) The provisions governing the format and content of the arbitration award shall apply to the correction and supplementation of the arbitration award.

### **Section 33. Annulment of the Award**

The arbitration award shall be final and not subject to appeal. The arbitration award shall be annulled on the grounds and pursuant to the procedure set out by law.

### **Section 34. Entry into Force, Recognition and Enforcement of the Award**

(1) The arbitration award shall enter into force on the date of its making.

(2) The arbitration award shall be enforced immediately after its entry into force. If the Arbitration Court has set a different enforcement deadline, the award shall be enforced within the term set by the Arbitration Court.

(3) The arbitration award not enforced by the deadline shall be enforced pursuant to the law and international treaties.

(4) The arbitration award shall be recognised and enforced without recognition of the award and declaration of enforceability thereof by a court.

### **Section 35. Maintaining the Case File**

After an award has been made the case file along with the arbitration award shall be turned over to the Estonian Chamber of Commerce and Industry for safekeeping.

### **Section 36. Violation of the Rules**

(1) A party who is of the opinion that the Rules and/or the requirements of law have been violated, shall immediately present their opinion and possible requests arising therefrom to the arbitral tribunal and to the Board of the Arbitration Court; if no arbitral tribunal has been appointed, only to the Board of the Arbitration Court. If such opinion and request is filed after the award has been made, the Board of the Arbitration Court shall dismiss these.

(2) The Board of the Arbitration Court shall be entitled to request that the arbitral tribunal explain the violation of the Rules, and issue a mandatory precept to the arbitral tribunal ordering the arbitral tribunal to conduct the arbitration proceedings in accordance with the Rules.

(3) Upon violation of the Rules a party may not rely on the violation if they fail to inform the Arbitration Court of the violation immediately after they became or should have become aware thereof.

### **Section 37. Expenses of the Arbitration Court and the Estonian Chamber of Commerce and Industry, and the Arbitrators' Remuneration**

(1) The expenses of the Arbitration Court and the Estonian Chamber of Commerce and Industry shall be compensated for and the arbitrators shall be paid remuneration pursuant to the Guidelines attached hereto.

(2) If the claim is satisfied, the defendant shall compensate the plaintiff in full for the arbitration fee or the expenses incurred in payment of the deposit mentioned in the Guidelines. If the claim is only partially satisfied, the defendant shall pay compensation in proportion to the amount the defendant is obliged to pay pursuant to the award. If a non-monetary claim is partially satisfied, the defendant shall compensate the plaintiff for the arbitration fee or expenses incurred in payment of the deposit mentioned in the Guidelines attached hereto to the extent determined by the Arbitration Court.

### **Section 38. Division of the Expenses Incurred in Arbitration Proceedings**

(1) The Arbitration Court shall order payment of a party's expenses incurred in the arbitration proceedings to a justified and necessary extent.

(2) If the claim is satisfied, the plaintiff shall be compensated for the expenses incurred in the arbitration proceedings in full at the expense of the defendant, if the claim is partially satisfied, then in proportion to the extent of satisfaction of the claim.

### **Section 39. Disclosure of the Award**

The arbitration award may only be disclosed with the written consent of both parties. The Arbitration Court shall keep the consents in the case file.

### **Guidelines Regarding Arbitrators' Remuneration and the Arbitration Fees of the Arbitration Court of the Estonian Chamber of Commerce and Industry**

1. The arbitration fee consists of the registration fee and the arbitration fee. The registration fee shall be paid to the bank account of the Estonian Chamber of Commerce and Industry in Estonian kroons. The registration fee is EEK 4,000.00, including VAT.

2. The arbitration fee shall be paid to the bank account of the Estonian Chamber of Commerce and Industry pursuant to the procedure set out in **section 14** of the Rules in Estonian kroons or the currency determined by the Board of the Arbitration Court.

3. The Board of the Arbitration Court shall determine the amount of the arbitration fee according to the table below taking into account the complexity of the case and the number of arbitrators hearing the case.

---

Claim amount in Estonian kroons percentage of claim amount	Arbitration fee totals	Surcharges,
---	------------------------	-------------

---

-100,000		15-30%
	(but not less than EEK 10,000.00)	
100,000-300,000	10,000-20,000	10-20%
300,000-1,000,000	30,000-60,000	5-10%
1,000,000-3,000,000	60,000-100,000	2-5%
3,000,000-5,000,000	144,000-295,000	1-4%
5,000,000-10,000,000	164,000-375,000	0.5-2%
10,000,000-50,000,000	189,000-475,000	0.4-1.2%
50,000,000-100,000,000	349,000-955,000	0.1-0.6%
100,000,000	399,000-1,255,000	0.01-0.06%

---

4. In case of a non-monetary claim, the amount of the arbitration fee shall be determined by the Board of the Arbitration Court taking into account the nature of the dispute, total number of claims and the number of arbitrators hearing the case.

5. The amount of arbitrators' remuneration is 75% (in case of a single arbitrator 40%, but not less than EEK 5,000.00 and not more than 90% of the arbitration fee actually paid) of the arbitration fee actually paid pursuant to section 14 of the Rules and these Guidelines. Upon disbursement of the arbitrator's remuneration income tax, unemployment insurance premium and mandatory funded pension payments shall be deducted from the remuneration, and social security tax and unemployment insurance premium shall be paid pursuant to the applicable legislation. The arbitrators shall divide the amount of remuneration upon agreement and the Arbitration Court shall submit a corresponding arbitral tribunal decision with the Board of the Arbitration Court.

6. The Board of the Arbitration Court may decide to reduce the amount of remuneration payable to an arbitrator if the arbitrator fails to participate in the arbitration proceedings or unreasonably delays the arbitration proceedings or if the Arbitration Court fails to make the award by the prescribed time.

7. The Estonian Chamber of Commerce and Industry shall keep the remaining amount of the arbitration fee paid in a separate bank account and out of the said amount the following, among other things, shall be compensated for: the expenses of the Arbitration Court; the activities of the members of the Board of the Arbitration Court in managing the Arbitration Court, incl. participation in the sessions of the Board of the Arbitration Court; and the expenses of the Arbitration Court incurred in communicating with other permanent arbitration courts.

8. If the dispute is being resolved by an arbitrator who is not an Estonian resident, the Board of the Arbitration Court shall be entitled to request that the party who chose the person as an arbitrator pay a deposit in order to cover possible travel expenses of the said arbitrator.

9. If the Arbitration Court makes an award which includes the parties' compromise or if the Arbitration Court suspends the proceedings, the arbitration fee or registration fee shall not be refunded to the parties.

10. If the plaintiff withdraws the claim before the claim has been turned over to an arbitrator or arbitrators or if the Board of the Arbitration Court finds that the dispute does not fall within the jurisdiction of the Arbitration Court, 90% of the arbitration fee paid shall be refunded to the parties; however, the registration fee shall not be refunded. If the plaintiff withdraws the claim after the claim has been turned over to an arbitrator or arbitrators, the arbitration fee or registration fee paid shall not be refunded.

11. Remuneration shall be disbursed to the arbitrators within 30 days of the delivery of the case file to the Estonian Chamber of Commerce and Industry for safekeeping.