



REGULATIONS FOR OPERATION

RAAD VOOR ARBITRAGE V.Z.W.

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Art.1 APPLICATION OF THE REGULATIONS FOR OPERATION

Parties involved in a controversy submitted to arbitration through the RAAD VOOR ARBITRAGE V.Z.W., commit themselves to follow the arbitration procedure according to the stipulations of these regulations for operation.

Art.2 GENERAL RULE

For all that is not explicitly defined in the following articles, these regulations refer to the articles 1676 up to 1723 of the Belgian Code of Law (art. 2 of the law of 4th July 1972), by which, to the extent in which these articles provide for, "the European Treaty Holding a Uniform Law Concerning Arbitration" (Strasbourg, 20/01/1966) is adopted and declared applicable.

Art.3 AUTHORITY

The Arbitration Court sets verdict on all presented controversies about which a compromise can be concluded and which are as such susceptible to arbitration.(art. 1676-1 C.o.L.)
Consequently no derogation can be done to the laws concerning public order and morality. Controversies belonging to criminal law or family law are not susceptible to arbitration. Controversies resorting under social law can only be considered for arbitration as far as the agreement on arbitration to arrange the controversy was agreed by both parties after the controversy had arisen, or is allowed in social legislation (art. 69 of the Law on Collective Agreements adapted on 01/01/89).

In all presented cases the appointed Arbitrators independently decide on their authority even if one of the parties raises objections concerning the existence or the validity of the agreement on arbitration. (art. 1686-2 C.o.L. and art. 1697-1 C.o.L.)

The invocation of nullification or of the non-existence of an agreement does not mean that the Arbitrators are incompetent if they have determined that the agreement on arbitration is valid. (art. 1697-2 C.o.L.)

The Arbitration Court can order an examination of the witnesses, an expert investigation, a judicial view on the spot and the personal appearance of the parties. It can administer a decisive oath and impose on the parties a supplementary oath. It can even order, under the conditions stipulated by art. 877 of the Code of Law, the production of documents withheld by a party. (art. 1696-1 C.o.L.)

Art.4 THE AGREEMENT ON ARBITRATION

To submit a controversy to arbitration, it is legally provided for (art. 1677 C.o.L.) that the parties can express their compromise for arbitration by means of an agreement on arbitration, either before the controversy has arisen or after this has happened, so that an arbitration procedure can be submitted to the RAAD VOOR ARBITRAGE. The RAAD VOOR ARBITRAGE V.Z.W. will then appoint one or more Arbitrators to settle the presented controversy.

This agreement on arbitration can be formulated in a written, separate agreement. It can also be part of a written contract between the parties and it can also appear from written documents between the parties as f.i. mutual correspondence, if in these documents the will for arbitration is clearly and indisputably expressed.

The agreement on arbitration can also be inserted in documents binding the parties (art. 1677 C.o.L.), as f.i. order-forms, order-affirmations and invoices.

An agreement on arbitration can also be concluded after the controversy has arisen, on the condition that all parties involved agree.

Even controversies, already involved in a procedure before the court, either in first instance, appeal or reversal, can be presented for settlement to the RAAD VOOR ARBITRAGE V.Z.W. on the condition that all parties directly involved agree to send to the court a request to remit the case to the RAAD VOOR ARBITRAGE V.Z.W. and on the condition that the judgment or the decision that orders this remittal is presented to the RAAD VOOR ARBITRAGE V.Z.W.

This agreement on arbitration is formulated in a clause of arbitration inserted in contracts, order-forms from the furnisher, order-forms from the customer, invoices, order-affirmations and formal notices.

The clause of arbitration in contracts, order-forms from the furnisher and order-forms from the customer is binding from the day of the signing by the buyer or the co-contractant. The arbitration clause on invoices is binding with regard to the contracting party / merchant if he has not contested the invoice in due time, with regard to the contracting party / non-merchant if he has explicitly accepted the general terms of the invoices (this can be proven by, on the one hand, the signing of the offer which includes the authority clause and, on the other hand, the signing and approval of the general terms of the invoice). In order confirmations the clause of arbitration and the other general conditions are jointly binding as from the date of delivery.

If the general conditions provide for a longer term, this longer term will be applied.

The clause of arbitration reads like this :

a. In agreements signed by the parties.

" As a mutual guarantee and commitment for a fast settlement of controversies through arbitration, the RAAD VOOR ARBITRAGE V.Z.W. is charged with the appointment of arbitrators who will be authorized to settle for good any controversy arising from the current contract, where the interpretation, the execution as well as its dissolution is concerned, in conformity with its regulations for operation that can be obtained free of charge, at the RAAD VOOR ARBITRAGE V.Z.W., Leuvensesteenweg 613 in 1930 ZAVENTEM (Tel. 02/757.98.46 , Fax 02/757.98.48 email info@raadvoorarbitrage.be). This clause replaces all authority clauses contrary to it. "

b. If as usual on the order-forms, delivery-forms, order-affirmations, order-forms as order-affirmation and invoices, the general conditions with the clause of arbitration are mentioned on the back, the following short reference must be mentioned on the front :

" A mutual guarantee and commitment for a fast settlement of controversies through arbitration forms part of the general conditions mentioned on the back. "

Together with the other general conditions mentioned on the back, the clause of arbitration reads like this :

" As a mutual guarantee and commitment for a fast settlement of controversies through arbitration, the RAAD VOOR ARBITRAGE V.Z.W. is charged with the appointment of arbitrators who will be authorized to settle for good any controversy arising from the current document as to the interpretation, the execution or the dissolution, in conformity with its regulations for operation that can be obtained free of charge, at the RAAD VOOR ARBITRAGE V.Z.W., Leuvensesteenweg 613 in 1930 ZAVENTEM (Tel. 02/757.98.46 , Fax 02/757.98.48 email info@raadvoorarbitrage.be). This clause replaces all authority clauses contrary to it. "

c. On the order-form to effect as a buyer an agreement on arbitration with the seller.

If as usual the buying-conditions with the clause of arbitration are mentioned on the back, the following short reference must be mentioned on the front :

" A mutual guarantee and commitment for a fast settlement of controversies through arbitration forms part of the buying-conditions mentioned on the back. "

The clause of arbitration is the same as described in b above.

Variants of the clause of arbitration also oblige the RAAD VOOR ARBITRAGE V.Z.W. to apply its regulations for operation insofar as these variants had been approved by the RAAD VOOR ARBITRAGE V.Z.W.

Art.5.

THE ARBITRATORS

a. General Principle

The RAAD VOOR ARBITRAGE V.Z.W. chooses three Arbitrators of whom one Jurist-Chairman and two Arbitrators who are competent and experienced in a certain branch of the social, economical, intellectual or trade life.

Exceptionally, the RAAD VOOR ARBITRAGE V.Z.W. will appoint only one Arbitrator, when both the application for arbitration of the claiming party and the first statements of

defence of the defending party clearly and undisputedly prove that the subject of the dispute gives no cause for any technical dispute. In case of complete silence of the defending party, it is assumed that this party will not raise any technical dispute.

b. The designation - The appointment.

The RAAD VOOR ARBITRAGE V.Z.W. is a third party, that is provided for in the articles 1682 C.o.L. and 1683 C.o.L. and that is in charge of designing one or more Arbitrators.

After the Arbitrators have been accepted by the parties involved because they did not challenge the Arbitrators, and after the Arbitrators have accepted their designation by the RAAD VOOR ARBITRAGE V.Z.W., they are appointed. They can no longer withdraw from their duty (art. 1683-4 C.o.L. and art. 1689 C.o.L.), unless situations of superior power occur as described in art.1687-1 C.o.L.

c. Replacement.

If an Arbitrator dies, if he is unable, in justice or in fact, to perform his duty, if he refuses to accept his task or does not carry it out, he is replaced according to the rules applicable to his appointment (art. 1687-1 C.o.L.), whereby the regulations for operation of the RAAD VOOR ARBITRAGE V.Z.W. (art. 5a) are also applicable.

d. Obligation to refusal of designation by the Arbitrator.

An Arbitrator must refuse his designation if he has or had direct or indirect businesslike or friendly contacts with at least one of the parties, if he has or had a conflict with at least one of the parties, if he is directly or indirectly involved with the dispute that must be settled or if he has interests in it.

This Arbitrator is replaced by the RAAD VOOR ARBITRAGE V.Z.W. according to the rules applicable to his appointment (art. 1687-1 C.o.L.), whereby the regulations for operation of the RAAD VOOR ARBITRAGE V.Z.W. (art. 5 a) are also applicable.

e. Challenge.

Arbitrators can be challenged for the same reasons as judges. (art. 1690-1 C.o.L.)

All reasons mentioned in art. 5c of the present regulations for operation, that an Arbitrator has to invoke to refuse his task, can also be invoked by one or more parties to challenge this Arbitrator, if the Arbitrator, who finds himself in these circumstances, should still have accepted his task as an Arbitrator.

The challenge of an Arbitrator by one of the parties involved in the arbitration procedure must take place within TEN working days after the receipt of the notice in which the Arbitrators were presented by the RAAD VOOR ARBITRAGE V.Z.W. to the party involved. (art. 9, b, phase 3)

The challenge must take place by registered letter addressed to the RAAD VOOR ARBITRAGE V.Z.W. and must be motivated. Exceptionally the challenge can take place during the arbitration procedure on the condition that the challenging party proves only to have got to know the reason for this challenge during the procedure and that this party sends its registered letter to challenge within TEN working days after the day on which it got to know this fact.

The RAAD VOOR ARBITRAGE V.Z.W. informs the challenged Arbitrator of the challenge in order of the challenging party. Within TEN working days the challenged Arbitrator has to withdraw (art. 1691 1-2 C.o.L.). Consequently he is replaced by the RAAD VOOR ARBITRAGE V.Z.W. according to the rules applicable to his appointment, whereby the regulations for operation of the RAAD VOOR ARBITRAGE V.Z.W. are also applicable.

Art.6

CONNECTION OF CONTROVERSIES

If between the same parties documents and records, that contain the condition for arbitration of the RAAD VOOR ARBITRAGE V.Z.W., give occasion to controversies that are connected or indivisible, the RAAD VOOR ARBITRAGE V.Z.W. can order their connection.

This decision is taken either by request of the Arbitrators, by request of at least one of the parties involved for every other argument, or ex officio by the RAAD VOOR ARBITRAGE V.Z.W.

The RAAD VOOR ARBITRAGE V.Z.W. can not order a connection of controversies in which "a decision before doing justice" was already fundamentally taken on the case.

Art.7**TO CALL INTO PROTECTION**

If a third party must be involved with the case, although this third party has no connections with the disputing parties and the RAAD VOOR ARBITRAGE V.Z.W. through a condition for arbitration, the RAAD VOOR ARBITRAGE V.Z.W. will as yet, either by request of the Arbitrators or by request of at least one of the disputing parties, try to admit this third party to the arbitration procedure through a separate agreement on arbitration.

Art.8**PLACE, LANGUAGE, JURISDICTION TO BE APPLIED AND FORMALITIES OF THE PROCEDURE**a. Place.

The RAAD VOOR ARBITRAGE V.Z.W. determines the place of the arbitration, i.e. the place where all correspondence must be sent to and where the Arbitrators gather, deliberate and decide. This place is normally the principal seat of the RAAD VOOR ARBITRAGE V.Z.W., except for different information.

b. Language.

1. The language of the procedure and the jurisdiction is Dutch or English.

If one party produces documents in a language other than the procedure language, the Arbitration Court can oblige the party that produces these documents to provide a translation of these documents within a period set by the Arbitration Court. The Arbitration Court will decide on the attribution of the translation costs in the final award.

2. If at least one of the parties asks to conduct the procedure in the language in which the commercial contacts between the parties were carried on and affirmed, the translation costs will equally be divided between the parties.

3. If a party asks to conduct the procedure in a language other than Dutch/English or in the language in which the commercial contacts between the parties were carried on and affirmed, the Arbitrators will sovereignly decide who pays the translation costs and in which proportion.

c. Jurisdiction to be applied.

In the treatment and settlement of a controversy the Arbitrators will only apply the Belgian laws. If it appears from the preceding actions and documents of the parties that a foreign legislation or a foreign legal provision was completely or partly accepted or applied by the parties, the Arbitrators will take this into account. The same applies for a custom or a habit existing between the parties. If the disputing parties are submitted to the same national jurisdiction other than the Belgian, these parties can choose the application of their national jurisdiction.

d. Formalities of the procedure.

The procedure before the RAAD VOOR ARBITRAGE V.Z.W. is completely written. (art. 1694-3 C.o.L.)

If at least one of the parties prays, by motivated and registered letter, for a partly verbal trial, then the Chairman Arbitrator will sovereignly decide about this request. Nevertheless, the Arbitrators can, ex officio at any state of the case, command a partly verbal trial.

All testimonies are written unless the Arbitrators command a verbal trial. All testimonies must be written in one's own hand, signed and provided with name, first name, address and telephone number of the witness. The signature of the witness, occurring on the last page, must be legalized by the local authorities.

All correspondence concerning the procedure goes by fax, e-mail or registered sending, typed on white standard A4 sheets. Each page of the procedure-correspondence, the decisions as well as the copies of the documents, must be signed by the party which it invokes. The simple signing of the copies of the documents implies that this party declares that its invoked copies are in conformity with the original.

Use of fax or e-mail :

If a party chooses to send its documents and/or its decisions by fax or by e-mail instead of by registered letter, it accepts that the RAAD VOOR ARBITRAGE V.Z.W. considers these faxed or e-mailed pieces as true copies of the original. As to that this party abandons all redress.

The Arbitrators can always, either ex officio or by request of at least one of the parties involved, order the production of an original document.

Art.9

ARBITRATION PROCEDURE

a. Formal notice.

Before starting the anticipated arbitration procedure or before a procedure in immediate judgment before an Arbitrator to obtain preserving measures is starting, the claiming party must transmit a registered formal notice to the opponent party in which is referred to the clause of arbitration. A reminder or an exhortation can precede the formal notice. A copy of the regulations for operation is attached to the formal notice at all times.

The reference, being part of the formal notice, reads like this :

" ... Hereby we explicitly refer to our general conditions (and/or to the undersigned agreement d.d./..../...., and/or to the undersigned order-form d.d./..../....), in particular to the clause of arbitration. If you do not carry the present formal notice into effect within the fixed term, we will immediately submit the above mentioned claim to the jurisdiction of the arbitrators appointed by the RAAD VOOR ARBITRAGE V.Z.W., Leuvensesteenweg 613 in 1930 ZAVENTEM. In annex you find the regulations for operation of this institute for arbitration. ... "

The regulations of operations of the RAAD VOOR ARBITRAGE V.Z.W. are joined to the notice of default.

b. Phases of the procedure.

In each phase of the procedure all measures taken by the judicial authorities must be communicated without delay to the RAAD VOOR ARBITRAGE V.Z.W.

Definition of the terms.

1. In national controversies the parties have TEN working days to act. For international controversies all terms, also those mentioned hereafter, are doubled.
2. The terms are always put in working days in order to let the parties have at their disposal exactly as many days to act.
3. Each time the terms start to run from the SECOND WORKING DAY after the date of the postmark mentioned on the envelope of the RAAD VOOR ARBITRAGE V.Z.W. that comprises the documents or correspondence relating to the procedure.
4. Claiming and defending parties must strictly observe the terms set by the RAAD VOOR ARBITRAGE V.Z.W. for the presentation of their documents, decisions and final decisions. The Arbitrators do not have to take into account the decisions sent to the RAAD VOOR ARBITRAGE V.Z.W. after the fixed terms.
5. Parties can, for serious, motivated reasons or superior power, ask a prolongation of these terms. The request must be addressed to the Chairman Arbitrator treating the controversy, on the address of the RAAD VOOR ARBITRAGE V.Z.W. The Chairman Arbitrator decides within FIVE working days after the receipt of the request. His decision is irrevocable and unsusceptible for any form of challenge and is by ordinary post sent to all the parties. The costs caused by a party are always in the final judgment chargeable to this party. Any period can be extended at the party's request, provided the agreement of all parties involved in the controversy is added to the request. In this case the procedure is suspended for the same period.
6. If one of the parties refuses to take part in the arbitration procedure already started, or withhold from participating, this procedure will nevertheless continue (art. 1695 C.o.L.). Also in case of complete silence of one of the parties the Arbitrators will set verdict in honour and conscience, basing themselves on the elements known from the documents produced by the other party or from other facts known by the Arbitrators or by facts become known during the investigation. This award is then considered to be done in a defended action.

Phase 1.

The party that wants to make an appeal to a Arbitration Court through the RAAD VOOR ARBITRAGE V.Z.W., sends in triplicate, by registered letter, fax or e-mail, a "request

for arbitration" to the secretariat of the RAAD VOOR ARBITRAGE V.Z.W. For this request for arbitration the relevant form of the RAAD VOOR ARBITRAGE V.Z.W. is used.

This request contains the following elements :

- 1) Firm or name, quality or function of the signer, the complete identity and address of the claiming as well as of the defending party, telephone-, fax-, VAT.-number, registration-number in the commercial register.
- 2) All information on the circumstances of the case.
- 3) The exposition of the claim of the claiming party with a precise return of the various parts of the claim (principal sum, interests, compensation for damages, stipulation of damage) and its valuation and estimation.

This request for arbitration must be accompanied with a dossier in triplicate containing the copies, signed by the claiming party and therefore declared conform, of the original correspondence, exhortations, formal notices, testimonies and all other useful documents to support the point of view of this party.

Phase 2.

On the condition that the request sheaf is complete, in conformity with the regulations for operation, the RAAD VOOR ARBITRAGE V.Z.W. appoints the Chairman Arbitrator and sends a notice containing :

To the claiming party(ies) :

1. Name and address of the parties.
2. Place and language of the arbitration.
3. The object of the controversy.
4. The task the Chairman Arbitrator is charged with.
5. Name, first name, quality and residence of the Chairman Arbitrator.
6. All other information that the Chairman Arbitrator considers necessary.
7. Communication of the costs of the procedure, apart from the exceptional compensations and the proportion according to which the costs of the procedure will be charged to the parties by the Arbitration Court.

To the defending party(ies) :

1. Name and address of the parties.
2. Place and language of the arbitration.
3. The claim of the claiming party containing the object of the arbitration, the definition of the controversy and a copy of the request sheaf of the claiming party.
4. The task the Chairman Arbitrator is charged with.
5. Name, first name, quality and residence of the Chairman Arbitrator.
6. All other information that the Chairman Arbitrator considers necessary.
7. Communication of the costs of the procedure, apart from the exceptional compensations and the proportion according to which the costs of the procedure will be charged to the parties by the Arbitration Court.

Phase 3.

Within TEN working days after the receipt of the notice, the defending party sends its point of view and argumentation, provided with the necessary supporting documents, all of which in triplicate, to the RAAD VOOR ARBITRAGE V.Z.W.

The possible challenge of a Chairman Arbitrator should take place in this phase (cfr. art. 5,d).

The incompetence of the Arbitration Court shall also be called in in this phase, in limine litis, and before any other defence.

Phase 4.

If the request for arbitration of the claiming party or the first reply conclusions of the defending party reveal that the object of the controversy gives rise to a technical dispute, the Chairman Arbitrator appoints two more Arbitrators on the basis of the nature of the controversy and the information contained in the documents of the litigating parties, such in consultation with the RAAD VOOR ARBITRAGE V.Z.W.

As an addition to the notification already given, the RAAD VOOR ARBITRAGE V.Z.W.

informs the disputing parties of the name, forename, quality and residence of the two other Arbitrators.

The RAAD VOOR ARBITRAGE V.Z.W. also transmits a copy of the sheaf of the defending party to the claiming party.

Phase 5.

Within TEN working days after the sending by the RAAD VOOR ARBITRAGE V.Z.W. of the sheaf of the defending party to the claiming party, the latter sends its final decisions, possibly with additional evidence, all of which in triplicate, to the RAAD VOOR ARBITRAGE V.Z.W.

The right to challenge the Arbitrators that were appointed in Phase 4 can be exercised in this phase.

Phase 6.

Within FIVE working days the RAAD VOOR ARBITRAGE V.Z.W. sends a copy of the claimant's sheaf with his final decisions to the defending party.

Phase 7.

Within TEN working days after the receipt of the final decisions of the claiming party the defending party sends its final decisions in triplicate to the RAAD VOOR ARBITRAGE V.Z.W.

IMPORTANT : After phase 7 both parties have had twice the opportunity to conclude, by which the last argumentation of the defending party does not have to be answered by the claiming party, unless the final decisions of the defending party contain such new and fundamental elements, that the Arbitrators invite the claiming party to answer these facts. The Arbitrators can ask that one or more parties should frame "complementary decisions", concerning a new or to them unclear fact. The Arbitrators decide sovereign about the necessity of these "complementary decisions".

Phase 8.

After the receipt of the final decisions of the parties involved or of the complementary decisions, or after the expiration of the provided terms to present decisions, the Arbitrators start the investigation with all available means.

If the controversy is exceptionally decided by a sole Chairman Arbitrator, he can extend his Chamber at any stage of the arbitration procedure if new data require such in the course of the procedure.

They can order o.a. verbal testimonies, gather information, appoint one or more experts, command a judicial view on the spot or claim the personal appearance of the parties.

They can administer a decisive oath and impose on the parties a complementary oath. (art. 1696-1 C.o.L.).

Under the conditions stipulated by art. 877 of the Code of Law, they can order the production of documents withheld by a party.

If the Arbitrators must go to exceptional expenses or if investigations have to be made, the costs thereof will be advanced by either party.

Phase 9.

-Judgment concerning preserving measures.

In each state of the case, without detriment to the application of art. 1679-2 C.o.L., the parties can ask the Chairman Arbitrator, as soon as he is appointed, to take provisional or preserving measures, including the fixing of guarantees or the adjudication of a commission.

-Final judgment.

In principal the Arbitrators set verdict, motivated and written, at the latest within thirty working days after the receipt of the final decisions of the parties involved or after complementary decisions or after the expiration of the fixed terms.

-Suspension of terms.

The Chairman Arbitrator can decide to extend the term to set verdict for reasons of generally accepted situations of superior power, as f.i. and not restrictively mentioned :

catastrophes, diseases, armed conflicts, social disputes or strikes, etc. or because of the lacking of necessary elements to base a decision on as f.i. and not restrictively mentioned : the lacking of information or documents which have to be sent by third parties - either the public authorities, corporations or private persons -, the lacking of a testimony caused by the absence or inattainableness of this person, the lacking or being unfinished or incomplete of the report of the experts, an intervention of the court is required or requested by one of the disputing parties or an interested third party, etc. All terms are suspended by this decision in and by this judgment until the meant additional information is attained.

Parties are informed of these possible prolongations.

If from phase 3 onwards translations appear to be necessary, the procedure will be officially suspended for the duration of the period required to carry out the translation.

The final term for judgment is set to six months counting from the day of the final appointment of the Arbitrators unless all parties involved agree, considering the circumstances or the difficulty of the controversy, to extend this term, except for what is provided for in art. 9 b1 of these regulations for operation and taking into account the periods of suspension.

The motivated judgment of the Arbitration Court is made in writing after a consultation in which all Arbitrators take part. The decision is made with absolute majority of the votes. This means that at least two of the three Arbitrators agree. In principle this decision has to be signed by the three Arbitrators. A decision is nevertheless valid if signed by only two Arbitrators, on condition that it is mentioned why the third Arbitrator did not sign, f.i. because of superior power, illness, or even because of the fact that he explicitly wants to dissociate himself from the decision (art. 1701-4 C.o.L.).

The Chairman Arbitrator's vote is never decisive.

The arbitral judgment is supposed to have taken place on the location of the arbitration and on the day the Arbitrators have signed the judgment.

If, during the arbitration procedure, the parties come to an agreement to put an end to their controversy, this agreement can be inserted in the judgment. Once the judgment has been made, the RAAD VOOR ARBITRAGE V.Z.W. will give the parties notice of the judgment signed by the Arbitrators by registered letter.

The arbitral judgment is definitive and is made in last appeal. Objection, appeal or reversal are impossible.

On request of at least one of the parties, the judgment is deposited at the record-office of the Court of First Instance in Brussels in view of sanction.

In the final verdict the Arbitrators decide which party will be charged with the procedural costs or to what proportion these costs will be divided between both parties.

If a lawyer has intervened on behalf of the party put in the right for the framing of the decisions or if this party proves to have taken advice of a lawyer for the framing of these decisions, the Arbitrators also condemn, ex officio, the party put in the wrong to pay the compensation for jurisdiction to the party put in the right.

The compensation for jurisdiction amounts to :

for a controversy value	0,01 €	up to 1.250,00 €	200,00 €
for a controversy value	1.250,01 €	up to 2.500,00 €	285,00 €
for a controversy value	2.500,01 €	up to 5.000,00 €	445,00 €
for the amount of the	5.000,00 €		565,00 €

A supplementary compensation for jurisdiction of € 80,00 is provided for if a lawyer was present, together with or in place of the party put in the right, at a personal appearance, a hearing of parties, a hearing of witnesses, the taking of an oath, a view on the spot and an assessment.

These fixed compensations for jurisdiction are adapted, each year on the 1st of January, to the evolution of the index of retail prices. The compensations for jurisdiction in this regulations of operation are based on the index of December 2015.

Art.10.**COSTS OF PROCEDURE**a. Arbitration compensation.**When one arbitrator is appointed**

Irrespective of the number of disputing parties, the total arbitration compensation, including the fee of the Arbitrators, is fixed as a percentage of the principal claim of the plaintiff, according to the following brackets. If a counterclaim, counteraction or additional action is brought before the court, the RAAD VOOR ARBITRAGE V.Z.W. will charge an additional arbitration compensation on the amount of the actions, such in accordance with the brackets stated underneath.

In the judgment the arbitration compensation is thus charged to the party(ies) put in the wrong.

18 %	on the range from	0,01 € up to	12.500,00 €
16 %	on the range from	12.500,01 € up to	25.000,00 €
6 %	on the range from	25.000,01 € up to	125.000,00 €
3 %	on the range from	125.000,01 € up to	250.000,00 €
2 %	on the range from	250.000,01 € up to	500.000,00 €
1 %	on the range from	500.000,01 € up to	1.250.000,00 €
0,5 %	on the range exceeding	1.250.000,00 €	

When three arbitrators are appointed

28 %	on the range from	0,01 € up to	12.500,00 €
25 %	on the range from	12.500,01 € up to	25.000,00 €
10 %	on the range from	25.000,01 € up to	125.000,00 €
5 %	on the range from	125.000,01 € up to	250.000,00 €
3 %	on the range from	250.000,01 € up to	500.000,00 €
2 %	on the range from	500.000,01 € up to	1.250.000,00 €
1 %	on the range exceeding	1.250.000,00 €	

In case the application for arbitration does not allow to determine the costs of the procedure on the basis of the abovementioned ranges, the RAAD VOOR ARBITRAGE V.Z.W. fixes a provisional arbitration compensation of € 1.200,00, which will be recalculated at the end of the procedure on the basis of the really established amount of the claim in accordance with the abovementioned scales.

b. Administration costs.

Irrespective of the number of disputing parties, the total administration costs amount to a fixed sum of € 450,00 (based on the index of retail prices of December 2015). This amount is yearly adapted to the index of retail prices.

Observation :

-In the final judgment the Arbitrators decide to which party the costs of procedure are chargeable, namely the arbitration compensation and the administration costs or in which proportion they have to be divided between both parties.

-These costs of procedure include the fees of the Arbitrators and all administration costs, except those that were unnecessarily made by the party(ies) involved. In this case the additional costs will be chargeable to the effecting party(ies).

-Neither party has to pay provisions in relation to the costs of arbitration and the administration costs. Thus, the costs of procedure are only charged after the judgment.

If, however, the judgment distributes the costs of procedure among the disputing parties to a certain proportion, both parties will receive an invoice to the same proportion.

-No registration rights have to be paid on the amounts adjudged in the judgment, in contrast with a judgment of a court.

c. Exceptional compensations.

-Surveys by appointed expert(s).

-Translations (art. 8 b of the present regulations for operation).

-Transport costs of the Arbitrators (€ 0,45 per km., base-index December 2015) and vacation costs of the Arbitrators in case of a compromise and/or ascertainment on the spot at a price of

€ 80,00/hour (basic index of December 2015). Exceptional costs of study and inquiry on presentation of evidence.

-Transport costs and compensation of the witnesses who were summoned for verbal testimonies.

These exceptional costs are not covered by the arbitration compensation. In the arbitral judgment they are defined and laid to the charge of one or more parties in a proportion set by the Arbitrators.

-If following the preliminary investigation of the request for arbitration and enclosed documents, the RAAD VOOR ARBITRAGE V.Z.W. finds with certainty that the controversy for which arbitration is requested cannot be submitted to arbitration, the disputing parties are informed of it and no procedure expenses are charged.

d. Sanction.

This is the decision that an arbitral judgment is practicable. It is only necessary if the party put in the wrong does not observe this judgment and a bailiff is charged with the forced execution. The sanction and execution costs are laid to the charge of the party against which is acted.

e. Reduction of the arbitration compensation.

1. Neither an arbitration compensation, nor any administrative costs will be due, if after the application for arbitration and before notice of the arbitration procedure, this procedure is halted by the plaintiff on the grounds of proven insolvency or bankruptcy of the defendant or also on the grounds of payment by the debtor.

2. If after notification, the defendant's bankruptcy has been indicated or his insolvency has been proven, the plaintiff will have to be a procedural cost corresponding to half of the provisionally estimated procedural costs with a minimum of € 250,00, and in the event increased with the costs already made as mentioned in art. 10, c (exceptional compensations).

3. If after notification, the RAAD VOOR ARBITRAGE V.Z.W. has been informed that the defendant has proceeded within ten working days (after the date of the post stamp) to a partial payment of the claim or a partial execution of the claimed performances, the arbitration fee will be reduced, in relation to the partial payment or partial execution, by half and will be charged, together with the judicial costs on the residuary value, to the party found to be at fault.

Under the same conditions, in the case of the entire payment or entire execution of claimed performances, the whole arbitration fee shall be reduced by half and charged to the party who cancels the procedure, unless he continues the procedure in order to charge its opposite party with these costs.

4. If an agreement or settlement has been reached between the disputing parties before the Arbitrators have begun their activities, both the arbitration fee and the administrative costs will be halved and both parties will be charged with these costs in the manner provide by the settlement or agreement. In this case, the disputing parties may also request to take over the agreement or settlement in the arbitral sentence, without any position of the Arbitrators.

5. If, however, the defending party refers in limine litis to the incompetence of the Arbitration Court and if upon inquiry the Arbitrators indeed declare themselves incompetent, the Arbitrators will stipulate the expenses in the arbitral award and these will be charged to the demanding party.

f. Retaining Fee.

1. After the application for arbitration, before notice is given to both parties, a provision has to be paid into the proper suspense account by the plaintiff.

In case of proven insolvency of the defendant, this provision will amount to half the provisionally estimated costs of the procedure, with a minimum of € 250,00.

If the RAAD VOOR ARBITRAGE V.Z.W. can ascertain that the solvency of the defendant is questionable, the provision will amount to the full 100 % .

2. If the defendant commences a counterclaim, he (plaintiff on counterclaim) will also deposit a retaining fee, in conformity with section 1 mentioned here above.

3. In international disputes the retaining fee amounts to the complete provisionally estimated procedural costs.

4.The Arbitration procedure will be suspended as long as the party concerned has not deposited the retaining fee. If payment has not been made within ten working days after written reminder, it is assumed that the party concerned has renounced his claim.

5.The Arbitrators will pronounce upon the obligation of both parties as to the procedural costs. According to the arbitral pronouncement the retaining fee deposited by the plaintiff (or plaintiff on counterclaim) shall be taken into account :

-if the party concerned (plaintiff or plaintiff on counterclaim) is entirely or partially sentenced to the payment of procedural costs, the retaining fee deposited by this party shall be kept.

-if the party that proceeded to the payment of the retaining fee, is put in the right and as consequence he is not sentenced to the payment of procedural costs, the arbitration chamber will sentence the party found to be at fault to the immediate and direct repayment of the paid procedural costs to the party put in the right.

In this case, the RAAD VOOR ARBITRAGE V.Z.W. will, as a voluntary intervener, take into account the deposited retaining fees, when invoicing the final procedural costs.

-The party found to be at fault will be sentenced to the payment of the balance of the balance of the procedural costs to the voluntary intervener (RAAD VOOR ARBITRAGE V.Z.W.).

6.The RAAD VOOR ARBITRAGE V.Z.W. is not held to incur expenses which are not covered by the provision. The amount of the provision paid bears no interest.

7.When during the procedure, in accordance with article 5.2, the number of arbitrators is increased from 1 arbitrator to 3 arbitrators, the arbitration compensation will be recalculated in accordance with article 10 a.2.

The said provision will, in accordance with article 10.f, also be recalculated and will be paid by the first party to take action before continuing the procedure.

Non-payment of the additional provision suspends the procedure indefinitely.

The party which does not proceed to the payment of the provisional costs will be held responsible for all damages resulting thereof.

Art.11 EXTRA-ARBITRAL TASKS

Parties can, through the RAAD VOOR ARBITRAGE V.Z.W., call on an arbitrator to charge him with a mission that is not part of the arbitral function as such, e.g. to mediate between parties in order to conclude an agreement or a settlement and to interpret the contractual obligations. The amounts to be provisioned will be established previously on the basis of the specific question and must be paid by parties at the RAAD VOOR ARBITRAGE V.Z.W. his first request.

In the case of mediation, the abovementioned percentages will be reduced by two thirds, with a minimum of € 250,00.

Art.12. PROCEDURE IN IMMEDIATE JUDGMENT, BEFORE AN ARBITRATOR, TO OBTAIN PRESERVING MEASURES.

For matters that require extreme urgency or in order to obtain urgent provisional and/or custody measures, a procedure in immediate judgment can be started at the beginning of the procedure (together with the common request for arbitration) as well as in the course of the procedure. This request should always be thoroughly motivated.

After the defending party has received the notification from the RAAD VOOR ARBITRAGE V.Z.W., it has at its disposal 48 hours to challenge motivated the request for preserving measures by a registered letter or fax or e-mail. This term begins to run from the first working day after the date of the postmark, contrary to art. 9 b3. of the regulations for operation.

Within 24 hours this answer is sent to the claiming party. This can inform that it does not want to answer; whereupon the Chairman Arbitrator lends his disposal within 48 hours. It can also answer the challenge of the opponent party. However the opponent party has then a right to reply. For each answer or challenge 48 hours are provided for.

Mark : in the procedure immediate judgment to obtain preserving measures :

- a) the arbitration compensation is a FIXED AMOUNT of € 375,00
- b) the arbitration compensation should be settled by the claiming party with a crossed cheque added to the request. These costs can be claimed by the claiming party in the procedure to the ground.

Except for the articles from which is deviated in the procedure in immediate judgment, the regulations for operation are applicable.

Art. 13. VOLUNTARY INTERVENING PARTY

In any procedure that is introduced before an Arbitration Court appointed by the RAAD VOOR ARBITRAGE V.Z.W., the latter acts as a party intervening voluntarily as to the procedure costs. In this way, the Arbitral Chamber will, after having valued the procedure costs and charged the party that was put in the wrong with the costs or shared them between the parties to a certain proportion, condemn this party or these parties to pay the costs of the voluntary intervention.

Art. 14. SPECIAL STIPULATIONS IN CASE OF A CONTROVERSY BETWEEN THE RAAD VOOR ARBITRAGE V.Z.W. AND A THIRD PERSON

- a. In case of controversy concerning the interpretation of the text of these regulations for operation, the Arbitrators will on that matter decide through an intermediate judgment.
- b. If a controversy appears between the RAAD VOOR ARBITRAGE V.Z.W. as such and a party involved and provided the parties agreed to apply arbitration in accordance with the regulations for operation of the RAAD VOOR ARBITRAGE V.Z.W., the procedure as described in the preceding articles will be applied, except for the special stipulations stated underneath, which will apply in order to guarantee total neutrality and objectivity of the procedure, as in this case the RAAD VOOR ARBITRAGE V.Z.W. cannot compose the Arbitration Court.

-Each party will appoint one Arbitrator. Both Arbitrators will in turn appoint a Chairman.

-These three Arbitrators will form the Arbitral Chamber charged with the settlement of the controversy.

-In their judgment, the three Arbitrators will fix the compensation for arbitration as described in art. 10a of the regulations for operation of the RAAD VOOR ARBITRAGE V.Z.W., as well as the exceptional remunerations as described in art. 10c of the regulations for operation of the RAAD VOOR ARBITRAGE V.Z.W., and determine whether these remunerations will be charged from one party or from both parties and to what proportion. They will determine their remuneration quotas. The president will determine, organize and check the administrative development of the arbitration procedure instead of the RAAD VOOR ARBITRAGE V.Z.W. The costs that were fixed at € 450,00 in art. 10a of the regulations for operation of the RAAD VOOR ARBITRAGE V.Z.W. will be due to the Chairman of the Arbitral Chamber after the Arbitrators also charged these administration costs from the party put in the wrong or from both parties to a certain proportion.

-If a party wishes to pay its Arbitrators more or if this Arbitrator demands a higher fee from his client, this additional fee will be charged from the party that concluded such agreement with its Arbitrator. This additional fee does not have to be announced by this party and cannot be claimed from the party put in the wrong.

-The Arbitrators will judge independently and irrevocably on any possible derogations from the regulations for operation that appear to be necessary for the objectivity and/or neutrality required.

-The Arbitrators will determine the place of arbitration.

-The decisions of the Arbitrators will be taken with an ordinary majority of votes.

Art. 15. DATE OF COMMENCEMENT AND TRANSITIONAL PROVISION

The present regulations for operation will definitely come into effect from March 1, 2016.