

A P P R O V E D

by the Decision of the Administrative Council
of the Arbitration Association of the Republic of Moldova
No. 1/15 of 14.01.2015
Chairman A. *Țelihov*

R U L E S

on the Activities of the Economic Arbitration Court of the Republic of Moldova of the Arbitration Association of the Republic of Moldova

SECTION I GENERAL PROVISIONS

CHAPTER 1

STATUS AND ORGANIZATION OF ACTIVITIES OF THE ARBITRATION COURT

Article 1

Legal status and competence of the Arbitration Court

1.1. The Economic Arbitration Court of the Republic of Moldova of the Arbitration Association of the Republic of Moldova (hereinafter referred to as the Arbitration Court) is a permanent, independent, non-governmental, international, commercial arbitration institution established and carrying out its activities, taking into account the Law of the Republic of Moldova No. 23-XVI of 22.02.2008 „On Arbitration”, Law of the Republic of Moldova No. 24-XVI of 22.02.2008 „On International Commercial Arbitration”, Law of the Republic of Moldova No. 134-XVI of 14.06.2007 „On Mediation”, the Civil Procedure Code of the Republic of Moldova, the UN General Assembly Resolution of 04.12.2006 No. 61/33, the UNCITRAL Model Law of 21.06.1985 „On International Commercial Arbitration”, as amended on 07.07.2006, the UNCITRAL Model Law of 24.06.2002 „On International Commercial Conciliation”, the UN Convention of 10.06.1958 „On the Recognition and Enforcement of Foreign Arbitral Awards”, the Hague Convention of 01.03.1954 „Relating to Civil Procedure”, European Convention of 21.04.1961 „On International Commercial Arbitration”, other international agreements in which the Republic of Moldova participates, these Rules and other regulations and internal acts, with the aim of ensuring conciliation procedures (mediation) and the efficient resolution of disputes, including international ones, between legal entities and / or individuals, as well as between any other entities, including those with uncertain status and powers. The Arbitration Court dispenses arbitration justice as an arbitration or arbitral tribunal, taking into account the above acts.

1.2.1. Full official name of the Arbitration Court in Romanian:

***Curtea de Arbitraj Economic a Republicii Moldova
a Asociației de Arbitraj din Republica Moldova***

abbreviated official name in Romanian:

Curtea de Arbitraj Economic a RM

1.2.2. Full official name of the Arbitration Court in Russian:

***Экономический арбитражный суд Республики Молдова
Арбитражной ассоциации Республики Молдова***

abbreviated official name in Russian:

Экономический арбитражный суд РМ

1.2.3. Full official name of the Arbitration Court in English:

***Economic Arbitration Court of the Republic of Moldova
of the Arbitration Association of the Republic of Moldova***

abbreviated official name in English:

Economic Arbitration Court of the RM

1.3. Location of the Arbitration Court:

***MD-2044. Republic of Moldova. Chisinau.
20/3 Mircea cel Batrin blvd, offices 99-100.***

1.4. Arbitration procedures are carried out at the location of the Arbitration Court, however, at the request of the parties and at their expense, arbitration or conciliation procedures may take place elsewhere.

1.5. The Arbitration Court has the right to have its own seal indicating the full name in the state language of the Republic of Moldova, bank accounts, using the fiscal code of the Arbitration Association of the Republic of Moldova.

1.6. The competence of the Arbitration Court includes any disputes, both existing and potentially arising, as a result of contractual or other legal relationships, with the exception of disputes attributed by the legislation to the exclusive competence of other bodies.

1.7. The Arbitration Court considers:

- a) disputes arising from contractual and other legal relationships arising in the performance of international commercial contracts, as well as other types of economic relations, if the location of at least one of the parties is not clear, or is outside the Republic of Moldova;
- b) disputes between entities with foreign capital, with uncertain status, foreign, international persons, their associations, including those represented in the Republic of Moldova, disputes between their founders, as well as disputes between them with other subjects of law of the Republic of Moldova;
- c) any property or non-property disputes, including those concerning legal relations exercised outside the Republic of Moldova, with the exception of disputes attributed by the legislation to the exclusive competence of other bodies.

1.8. The Arbitration Court considers the disputes that the parties have agreed to refer to the Court. Such an agreement may be in the form of a separate written agreement (compromise), or as one of the terms of the contract (arbitration clause) having legal force, regardless of the validity of the contract itself, of which it is a part.

1.9. A compromise is also considered to be concluded if it is contained in any document signed by the parties, or in their letters, teletype messages, telegraph, fax, Internet correspondence, other means of communication, allowing it to be captured. A compromise may be expressed by the claimant also by bringing an action to the Arbitration Court, and by the respondent - by any actions confirming his subordination to the jurisdiction of the Arbitration Court, for example: a response to the Arbitration Court's request for readiness to submit to its jurisdiction over this dispute, submission of a statement of defence, expressing an opinion on the composition of the arbitral tribunal (hereinafter - the arbitral tribunal), participation in the arbitration hearing, agreeing to proceed with the arbitration proceedings, or

requesting adjournment of the hearing date, submission of evidence on the merits of the dispute, as well as other manifestations of participation in the arbitration procedure, recorded in the minutes of the arbitration hearing.

1.10. The referral of a dispute to the Arbitration Court may also be expressed in the case of death, in other unilateral acts, in any form.

1.11. The Arbitration Court independently decides on the validity of the agreement to refer the dispute to its consideration. If there is a doubt about the validity of the arbitration agreement, the parties are entitled to additionally confirm their consent to refer the dispute to the Arbitration Court. Otherwise, the dispute can be considered by a competent state court.

Article 2

Principles of activity of the Arbitration Court

When resolving disputes and conducting conciliation (mediation) procedures, the Arbitration Court shall be guided by the following principles:

- a) voluntary submission of the parties to the dispute to the jurisdiction of the Arbitration Court;
- b) free choice by the parties of the composition of the arbitral tribunal;
- c) the voluntary determination by the parties of the priority of law or equity (ex aequo et bono) in the arbitration procedure;
- d) impartial attitude of the arbitral tribunal to the parties to the dispute;
- e) the procedural equality of the parties;
- f) competitiveness;
- g) respecting the confidentiality of information that has become known to the Court in resolving a dispute, or carrying out conciliation procedures (mediation);
- h) voluntary submission and enforcement by the parties of any official provisional or final acts made by the Arbitration Court;
- i) other international and national principles of law.

Article 3

Structure of the Arbitration Court

The Arbitration Court consists of the Chairman, the Vice-Chairman, the arbitrators, the Senior Secretary, secretaries and other personnel.

Article 4

Chairman of the Arbitration Court

4.1. The Chairman of the Arbitration Court (hereinafter referred to as the Chairman) is appointed to the position by the decision of the Administrative Council of the Arbitration Association of the Republic of Moldova for a term of 6 (six) years, from among arbitrators with practical experience in the field of law of at least 15 years and conducting arbitration proceedings for at least 7 years. The number of terms is unlimited.

4.2. According to the international and national legislation of the Republic of Moldova, these Rules and other internal acts of the Arbitration Court, the Chairman is responsible for:

- a) management and ensuring the general and current activities of the Arbitration Court, including hiring and dismissing staff;

- b) organization of effective administration of arbitration justice;
- c) nomination of candidates of arbitrators to the Administrative Council of the Arbitration Association of the Republic of Moldova for approval;
- d) analysis and generalization of arbitration practice of the Arbitration Court;
- e) making necessary changes and additions to the Court's Rules.

4.3. Within the scope of its competence, taking into account the views of the parties, the Chairman appoints arbitrators for arbitration or conciliation (mediation) procedures. The Chairman is also an arbitrator in his position, but he does not have the right to interfere in the course of arbitration and conciliation (mediation) procedures carried out by other arbitrators, except in cases directly provided by the applicable law and the Rules of the Arbitration Court.

4.4. The Chairman represents the Arbitration Court in relations with the Administrative Council of the Arbitration Association of the Republic of Moldova, as well as other international, national and other legal entities and individuals, including those with uncertain status, public and private institutions, organizations and their associations.

Article 5

Vice-Chairman of the Arbitration Court

5.1. The Vice-Chairman of the Arbitration Court (hereinafter - Vice-Chairman) shall be appointed to the position by the Chairman for a term of up to 3 (three) years from the number of arbitrators with practical experience in the field of law of not less than 8 years and conducting arbitration proceedings for at least 3 (three) years. The number of terms is unlimited.

5.2. The Vice-Chairman executes part of the functions of the Chairman, and also replaces him during the period of temporary absence, in cases of possible incompatibility with the performance of certain functions, in other cases stipulated by law, or by the Rules of the Arbitration Court.

5.3. The Vice-Chairman is an arbitrator in his position, but he has no right to interfere with the arbitration and conciliation procedures carried out by other arbitrators, unless this is provided for by the applicable law and the Rules of the Arbitration Court.

Article 6

Arbitrators

6.1. Any person may be an arbitrator with a higher legal education, having an impeccable reputation, a high level of qualification and practical experience of law enforcement in the field of civil, civil procedural, international commercial and private law for at least 5 years, having the necessary knowledge to conduct arbitration proceedings, disputes, conciliation (mediation) procedures that meet the special requirements of the legislation of the Republic of Moldova, who gave consent and was approved as arbitrator by the decision of the Administrative Council of the Arbitration Association of the Republic of Moldova. The activities of arbitrators in the Arbitration Court are not labor and professional.

- 6.2. An arbitrator cannot be a person who:
- a) is under guardianship or tutorship;
 - b) has a valid criminal record;

- c) lost the status of a judge, lawyer, notary, prosecutor, criminal prosecution officer or law enforcement officer as a result of committing compromising actions incompatible with professional activities;
- d) does not meet the other requirements of the legislation of the Republic of Moldova.

6.3. When conducting conciliation (mediation) procedures, arbitrators perform the functions of mediators.

6.4. Arbitrators are independent and impartial, perform their functions in accordance with international law, the legislation of the Republic of Moldova, these Rules and other acts of the Arbitration Court and are entitled to join the arbitral tribunal in arbitration and mediation procedures, unless previously was not a representative of at least one of the parties in that dispute.

6.5. Grounds for terminating the powers of an arbitrator:

- a) his physical death;
- b) submission by him of a written application to the Chairman of the Court on the resign;
- c) revealed his apparent incompetence;
- d) his unreasonable repeated refusal to participate in arbitration or conciliation (mediation) procedures;
- e) if for legal or factual reasons he can no longer perform his functions, or unreasonably evades participation in arbitration disputes, conciliation (mediation) procedures;
- f) the disclosure of confidential information (including commercial secrets) that have become known to him in the arbitration dispute, or the conduct of conciliation (mediation);
- g) his appointment to a position, or other change in status, incompatible with the status of an arbitrator;
- h) in other cases provided for by national or international law, acts of the Arbitration Court.

6.6. The powers of the arbitrator shall be terminated by the decision of the Administrative Council of the Arbitration Association of the Republic of Moldova, upon the proposal of the Chairman of the Arbitration Court to withdraw the arbitrator.

Article 7

Apparatus of the Arbitration Court

7.1. An integral part of the Apparatus of the Arbitration Court (hereinafter referred to as „the Apparatus”) is its Secretariat, which includes the Senior Secretary, secretaries, translators, and other personnel appointed to the post by the Chairman and subordinate to him during their activities.

7.2. Senior Secretary:

- a) directs the Secretariat and the office work of the Arbitration Court;
- b) ensures the receipt, processing, preparation, storage, issuance, dispatch of documents, as well as other information carriers received or sent by the Arbitration Court, both on general issues of its activity, and in connection with arbitration or conciliation (mediation) procedures;
- c) appoints secretaries, and personally participates as secretary in arbitration or conciliation (mediation) procedures;

- d) on behalf of the Chairman, or of the arbitral tribunal organizes the involvement of specialists required by the Arbitration Court, performs other functions provided for by legislation and by the acts of the Arbitration Court.

7.3. Secretaries submit and assist the Senior Secretary in the implementation of some of his powers, replace him during the absence period, and also participate in arbitration and conciliation (mediation) procedures as secretaries, keep minutes and perform other actions.

Article 8 Confidentiality

8.1. Arbitration and conciliation (mediation) procedures are usually held in closed hearings. An open hearing is allowed only with the agreement of all parties.

8.2. The Chairman, the Vice-Chairman, the arbitrators, the Senior Secretary, the secretaries, the translators and other personnel of the Court shall respect the confidentiality of information that has become known to them during resolution of arbitration disputes or conciliation (mediation) procedures.

Article 9 Equality of the parties

Arbitration and conciliation (mediation) procedures are carried out on the basis of respect and equality of the parties. Each party is given equal opportunities to present its opinion to the Court and protect its legitimate interests.

Article 10 Official languages of arbitral justice

10.1. The working languages of the Arbitration Court in the administration of arbitral justice and the conciliation (mediation) procedures are the state language of the Republic of Moldova and the Russian language. Parties have the right to elect another language for procedures, ensuring its application at their own expense. If the parties have not agreed on the language of procedures, it is determined by the arbitral tribunal.

10.2. Statements of claim and other documents prepared in other languages are also admissible, if accompanied by a translation to one of the working languages of the Court, while the submitting party carries all the necessary costs in translating of these documents, including by the Arbitration Court.

Article 11 Terms of consideration of arbitration disputes

11.1. The arbitral statement of claim received in writing on the same day is registered by the Court's Secretariat.

11.2. The Arbitration Court seeks to consider disputes as effectively as possible, within a reasonable time, without unreasonable delays, taking into account the specifics and complexity of the dispute.

11.3. Compliance with deadlines is monitored by the Chairman.

Article 12

Participation of the parties in arbitration dispute consideration

12.1. The parties have the right to request the proceedings without their personal participation, or participate in it independently, through their representatives, to enlist lawyers and other specialists.

12.2. The powers of the representative of the party are confirmed by a notarized power of attorney, or by a power of attorney from a legal entity, with the signature of its head and seal, with a list of procedural powers. A lawyer can also participate in procedures on the basis of an order. The powers of the head of the legal entity are confirmed by a document of the official registrar of such a legal entity.

12.3. Failure to attend the hearing of the representatives of all duly notified parties to the dispute, without informing the Arbitration Court of its reasons, entails adjournment of the hearing for another calendar date. If the representatives of one or all of the parties do not reappear in the hearing, the Arbitration Court shall have the right to continue proceedings and make an award on the merits.

12.4. Not later than the day before the hearing, the party has the right to request its adjournment, presenting evidence of his respectful absence. The adjournment can be requested only once.

12.5. At any stage of the arbitration procedure, the parties are entitled to apply to the Arbitration Court for conciliation (mediation).

Article 13

Submission of documents

13.1. All the documents concerning the arbitration dispute shall be submitted by the parties in writing in the original, or in duly certified copies, in one of the working languages of the Arbitration Court, or with their official translation to working one, in such a number of copies that each of the parties, as well as the arbitral tribunal have one copy at a time.

13.2. At the request of any party and at its expense, there may be performed the translation of documents from the working to another language and vice versa, including the final award on the merits.

Article 14

Sending of documents

14.1. The Secretariat ensures that the necessary documents are sent to the parties at the addresses indicated by them (if necessary, emails addresses).

14.2. The submission of arbitral statements of claim, statements of defence, the transfer of written documents on the arbitral dispute to the parties, the notification of the parties to be summoned to arbitral hearings, the sending of arbitral awards and other acts are carried out by registered letters with a notice and a receipt for delivery in writing. Documents can also be transmitted by any other means of communication, which allows to prove the fact of receipt, and if necessary, the transmitted text (telegraph, tele-typing, fax, Internet correspondence ...).

14.3. Any storage media can be transferred and received by the representatives of the parties personally against the signature.

14.4. If there is a note of mail office about acceptance / sending of the letter to the official or other address specified by the party, the letter is considered to be delivered, even if the addressee claims that he did not receive it, including when the mail was subsequently returned by mail office due to lack of addressee.

Article 15 **Arbitration costs and fees**

Arbitration costs and fees for the organization and conduct of arbitration and mediation procedures shall be calculated, paid, distributed and reimbursed in accordance with the Rules on Arbitration Fees and Expenses.

Articles 16 **Applicable law and exclusion of liability**

16.1. If the parties have not established the priority of equity (ex aequo et bono), then the dispute is resolved according to the rules of law chosen by the parties, according to contracts or other relations of the parties. In the absence of consent of the parties on the applicable law, the arbitral tribunal is guided by interstate agreements, the legislation of the Republic of Moldova, commercial practices relating to the subject matter of the dispute, as well as these Rules and other acts of the Arbitration Court.

16.2. In the cases established by the legislation of the Republic of Moldova, or by agreement of the parties, in particular in the settlement of international disputes, may apply the rules of law of other states, or international treaties. Any reference to the law or the rules of law, except for express indication of this, will be interpreted as referring to the substantive law of the said state, and not to other rules.

16.3. If the parties have not agreed on the law applicable to the procedures and substance of the dispute, the arbitral tribunal itself determines the law that it considers applicable in this case.

16.4. In the absence of legislation governing the dispute, the arbitral tribunal applies the rules of law governing similar legal relations, and in the absence of such, it proceeds from the general principles and essence of legal relations.

16.5. The arbitral tribunal judges not on the basis of a formal law, or as an intermediary chosen by the parties, but in equity (ex aequo et bono), however only in cases where the parties directly authorized it to do so. In making an award based on equity, the arbitral tribunal is not bound by the rules of law, but is guided by considerations of equity and common sense.

16.6. In all cases, the arbitral tribunal makes an award on the merits, not only on the basis of the terms and validity of contracts between the parties, but also the actual actions for their performance, taking into account the commercial customs applicable to these relationships.

16.7. The parties waive to the fullest extent any claims against the arbitrators, competent authorities and any persons appointed by the Arbitration Court based on

any acts and omissions in connection with arbitration and conciliation (mediation) procedures, except in cases of direct deliberate unlawful actions.

SECTION II ARBITRATION PROCEDURE

Chapter 1 APPEAL TO THE ARBITRATION COURT

Article 17 Arbitral statement of claim

17.1. An arbitral statement of claim on the resolution of a dispute or the conduct of conciliation procedures on the day of its receipt shall be registered by the Secretariat.

17.2. Within 3 days from the date of receipt of the statement of claim, the Chairman verifies the jurisdiction of the dispute to the Arbitration Court and, upon confirmation, orders the appointment of the arbitrator (arbitrators) and the commencement of the arbitration procedure, which entails the suspension (nullification) of the prescription period.

17.3 If the requirements for the form and content of the statement of claim are not complied with, as well as the availability of the attachments, the applicant is given a period of up to 30 days to correct the deficiencies. If in this period the deficiencies are not corrected, the application shall be returned to the applicant without resolution and shall be considered not submitted, which does not prevent its re-submission in the general order.

17.4. If it is not possible to conduct arbitration or mediation procedures due to a lack of competence based on an invalid arbitration clause or other cases where a different procedure is established by law, the Arbitration Court refuses to submit or terminates the procedure on an already submitted statement of claim. The decision to terminate the procedure on a statement of claim may be appealed to the competent state court.

Article 18 Form, content and attachments to the arbitral statement of claim

18.1. The arbitration statement of claim (hereinafter referred to as the statement of claim) must contain:

- a) the name of the Arbitration Court;
- b) the names, addresses of the residence (location) of the parties, registration and bank details - in case of legal entities, telephone numbers and e-mail addresses (if available);
- c) the subject and price of the statement of claim, if it is to be assessed;
- d) claims, factual and legal arguments, evidence, rules of law, terms of contracts, calculations the claim is based on;
- e) the pre-arbitration settlement of the dispute;
- f) a reference to the arbitration agreement and the language of the arbitration procedure;
- g) the opinion on the composition of the arbitral tribunal, the candidature of the arbitrator, or the request for his appointment by Chairman;
- h) opinion on participation of the claimant's representative in hearings;

- i) list of documents attached to the statement of claim;
- j) the signature and seal of the claimant.

18.2. The statement of claim is accompanied by documents confirming:

- a) payment of the arbitration fee and other necessary expenses;
- b) the statuses and addresses of the parties (if necessary);
- c) the powers of the person to sign the statement of claim;
- d) claims;
- e) existence of an arbitration agreement;
- f) measures of pre-arbitration settlement of the dispute (if required);
- g) the powers of the party's representative.

18.3. A statement of claim with attachments is submitted to the Arbitration Court under the article 13 of these Rules. The identity of each copy to the original is certified by the submitting party under its responsibility. The arbitral tribunal is entitled to request additional confirmation of the identity of the copy, or the authenticity of the original. Persons guilty of submitting fictitious documents and their copies to the Arbitration Court are liable under the law.

Article 19

Value of the arbitral claim

19.1. The value of claim is determined:

- a) in statement of claims for recovery of sums of money - the claimed amount;
- b) in statement of claims for disputes over property, services, damage - the current average market value of property, services, damage;
- c) for non-property statement of claims – a fixed fee.

19.2. If there are several claims, each of them is evaluated separately, and the value of the whole claim is determined by the total amount of all separate claims.

19.3. If the claimant made a mistake calculating the value of claim, the Arbitration Court independently determines the correct amount based on the available data.

Chapter 2

PREPARATION OF THE DISPUTE TO ARBITRATION PROCEEDINGS

Article 20

Notification of the respondent, statements of defence and counterclaim

20.1. Within 7 days of the commencement of the arbitration procedure, the Secretariat:

- a) notifies the parties about the time and place of the arbitration hearing;
- b) sends to the respondent a copy of the statement of claim and the documents attached to it;
- c) provides the respondent with a time limit of up to 30 days to submit to the arbitral tribunal a written reasoned statement of defence with the application of evidence, requests his opinion on the composition of the arbitral tribunal and the procedure for its appointment if these issues were not previously agreed by the parties.

20.2. The parties shall submit all their evidence no later than the commencement of the proceedings. In exceptional cases, if the party was unable to provide evidence

within the prescribed time limit, the arbitral tribunal is entitled to submit them also at subsequent stages of dispute resolution. If the arbitration procedure is conducted without the participation of the parties, but only on the basis of the evidence submitted by the parties, the claimant has the right to state his objections to the respondent's statement of defence within 15 days from the date of its submission to the arbitral tribunal. After these terms, the parties lose the right to present additional objections and evidence.

20.3. If the respondent also has claims against the claimant arising from the same legal relations and the subject of the dispute, he has the right to file a counterclaim for consideration simultaneously with the initial statement of claim. The statement of claim to the counterclaim is presented in a similar manner to the statement of claim on the original statement of claim. A counterclaim is filed no later than the commencement of the proceedings and must comply with the same requirements as the original statement of claim. Withdrawal of the original claim by the party does not result in the withdrawal of a counterclaim.

20.4. The submission of a counterclaim is carried out in accordance with the general rules for filing an arbitration statement of claim.

20.5. Statements of defence, counterclaim with attachments are submitted to both the arbitral tribunal and all parties to the dispute.

20.6. Any change in the details of the party is not taken into account by the Arbitration Court unless it has been previously notified in writing.

Article 21

Formation of the arbitral tribunal

21.1. The parties have the right to independently determine the number and procedure for appointing the composition of the arbitral tribunal.

21.2. Unless the parties agree otherwise, the dispute shall be considered by an arbitral tribunal of three arbitrators, of which one arbitrator is appointed by the claimant and one by the respondent, and then the two arbitrators appoint a third arbitrator as the chairman of the arbitral tribunal. However, the parties or arbitrators may agree on another procedure for appointing the chairman of the arbitral tribunal.

21.3. If several claimants or respondents participate in the dispute, the parties having common interests may appoint a common arbitrator. The composition of the arbitral tribunal can be increased, but must remain odd.

21.4. The term of the arbitration agreement, providing for the right of one of the parties to appoint an arbitrator instead of the other party, or to have more arbitrators than the other party, is null and void.

21.5. If the parties have agreed on the number of arbitrators, but did not express them individually and the procedure for their appointment, the claimant in the statement of claim or a separate application elects the arbitrator from among the arbitrators of the Arbitration Court to be included in the arbitral tribunal, or asks the Chairman to propose the respondent to express his opinion on the procedure for appointing the arbitral tribunal, the proposed candidate, suggest another candidate, or appoint an arbitral tribunal.

21.6. If, within the timeframe appointed by the arbitral tribunal, but no more than established by law, the respondent does not express an opinion on the appointment of an arbitrator, this arbitrator is appointed by the Chairman. Such an arbitrator may be replaced by the Chairman, if the respondent proves that he did not have the opportunity to inform his / her candidate on time.

21.7. A party that has asked to appoint an arbitrator cannot withdraw this appointment without the consent of all the other parties to the dispute.

21.8. If the parties must jointly appoint an arbitrator, but did not agree to the time appointed by the Court, but no more than the time fixed by law, the arbitrator is appointed by the Chairman.

21.9. If two arbitrators within 10 days from the date of their appointment to the arbitral tribunal do not agree on the candidate of the third arbitrator, then he is appointed by the Chairman.

21.10. Having received the proposal to be included in the arbitral tribunal within 5 days the arbitrator confirms his consent, or submits a reasoned refusal.

21.11. If the parties disagree on appointing a single arbitrator, or the party does not nominate an arbitrator, or two arbitrators did not agree on the candidate of the third arbitrator, or did not elect the chairman of the arbitral tribunal, he is appointed by the Chairman.

21.12. In all cases where the Chairman is unable to perform his functions, for example, as a result of challenge, his functions are performed by the Vice-Chairman.

Article 22

Grounds and procedure for the challenge of an arbitrator

22.1. If the arbitrator has agreed to conduct arbitration proceedings or conciliation, prior to his consent he is obliged to disclose any circumstance that may give rise to justifiable doubts about his impartiality or independence, or contradicts the arbitration agreement of the parties. From the day of appointment and until the end of the procedure, the arbitrator is obliged to immediately inform the parties about emerging new circumstances of this kind, except when he previously informed them of this.

22.2. An arbitrator cannot be challenged, except in the case of circumstances capable of causing justifiable doubts about his impartiality or independence, or if he does not meet the requirements set forth in the arbitration agreement of the parties. A party may declare a challenge to the arbitrator it appointed, or whose appointment was involved in, solely for reasons that this party became aware of after the appointment of the arbitrator, or after participating in his appointment.

22.3. On the same grounds, the arbitrator has the right to withdraw, and a challenge can also be submitted to the expert and the translator. The question of self-withdrawal / challenge is resolved by the arbitral tribunal conducting the arbitration procedure.

22.4. In the absence of an agreement between the parties on the procedure and grounds for the challenge, the party intending to challenge the arbitrator must submit a written statement to the arbitral tribunal, indicating the reasons for the withdrawal within 15 days from the day when this party became aware of the appointment of that arbitrator, or from the day when it became aware of the circumstances provided for in this article as grounds for challenge. If the arbitrator challenged or the other party disagrees with the arguments of the party submitting the challenge, the issue of challenge is resolved by the arbitral tribunal appointed by the parties, including the arbitrator, with a reasoned decision made.

22.5. In case of rejection of the application for challenge in accordance with the procedure established by the arbitration agreement of the parties, or according to the previous paragraph, the party that filed the challenge within 30 days from the date of rejection of the challenge shall have the right to appeal to the state court or the Chairman in accordance with the law. During the time of the challenge consideration, the arbitral tribunal, including the arbitrator, to whom the challenge is claimed, may continue the arbitration or conciliation procedure and make an award on the merits.

Article 23

Preparation for arbitration proceedings

23.1. In preparing the case for the proceedings, the Chairman or the arbitral tribunal conducting the arbitration procedure has the right to give an opinion on interim measures, through the Secretariat, interacts with the parties to the case, on its own initiative or the request of the parties and at their expense obtains the necessary information related to the subject matter of disputes from public or private institutions, attracts specialists, appoints experts.

23.2. All evidence shall be submitted by the parties before the commencement of the arbitration and shall be submitted to each party.

23.3. The transfer of copies of all documents received by the Arbitration Court during the preparation or resolution of disputes to the parties is carried out by the Secretariat. The arbitral tribunal appoints the time and place of the arbitration hearing, and the Secretariat notifies the parties thereof.

Article 24

Interim measures

24.1. When filing an arbitral action, or during the arbitration procedure, either party has the right to apply to the Arbitration Court or to the competent state court with an application to apply interim measures, unless the parties agree otherwise.

24.2. Interim measures are applied at any time, prior to making of the arbitral award on the merits, for the purpose of real and fast enforcement of the award, and constitute any temporary measures by which the Arbitration Court orders one of the parties to the dispute to:

- a) maintain or restore the status quo pending determination of the merits of the dispute;
- b) take action to prevent or reduce the current or imminent harm to any of the parties to the dispute, to third parties, the Arbitration Court, or refrain from actions (inaction) that may cause such harm;

- c) provide a means of preserving assets out of which a subsequent award may be satisfied;
- d) preserve evidence that may be relevant and essential to the resolution of the dispute.

24.3. As interim measures, the Chairman or the arbitral tribunal may decide on the:

- a) seizure of property or amounts of money belonging to one of the parties to the dispute, including those held by other persons;
- b) prohibition by one of the parties to the dispute to take certain actions;
- c) prohibition to other persons to take certain actions with respect to one of the parties, or the subject matter of the dispute, including transferring the property of one of the parties to the dispute, or to perform other obligations with respect to it;
- d) suspension of alienation or transfer of property has been seized, upon application for release of property from seizure (exclusion from seizure inventory);
- e) application of other measures serving the purposes specified in this article.

24.4. The Chairman or the arbitral tribunal is entitled to take several different interim measures simultaneously, provided that the total cost of the restrictions does not exceed the value of the claim.

24.5. A party requesting the application of interim measures should provide the Arbitration Court with justified reasons and prove that:

- a) failure to take interim measures will result in the impossibility of efficient and fast enforcement of the arbitral award;
- b) the non-adoption of interim measures will cause additional harm to this party that cannot be properly eliminated by subsequent award of compensation for this harm, since its amount will substantially exceed the respondent's assets that can be recovered;
- c) there is a reasonable possibility that the requesting party will succeed on the merits of the claim. Any determination on this possibility shall not affect the discretion of the Arbitration Court in making any subsequent determination.

24.6. The decisions of the Arbitration Court on the application of interim measures are binding on the parties to the dispute, are presented to the party requesting them, and have the nature of an enforcement document similar in force to any official state court and arbitration acts.

24.7. The procedures for the enforcement of the decision of the Arbitration Court on the application of interim measures are regulated by the enforcement and procedural legislation of their place of enforcement.

24.8. Expenses for the application of interim measures are exercised at the expense of the party requesting their application, and are taken into account when making an award on the merits of the dispute.

24.9. The party against which the interim measures are applied has the right, in exchange for the interim measures taken, to deposit to the account of the Arbitration Court the amount demanded by the other party.

24.10. On a reasoned motivated statement by either party, or on its own initiative, the Arbitration Court shall have the right to change, replace, suspend, or cancel the

interim measures applied by it. To do this, an arbitral hearing is held with notification of the parties. The failure of the duly notified parties to be present does not prevent the resolution of the issue.

24.11. A party requesting the application of interim measures may be held liable for any costs and damages caused by the application of such measures to any party if the Arbitration Court subsequently determines that the party has substantiated the request for the use of interim measures with inaccurate information, and in the actual situation that existed on that moment, these measures could not be applied. Such a compensation can be awarded by the Arbitration Court at any stage of the arbitration procedure, including when making an award on the merits of a dispute, or afterwards.

24.12. The arbitration court is entitled to oblige the party requesting the application of interim measures to provide appropriate security sufficient to pay off the potential harm.

Article 25

Changes in the composition of the arbitral tribunal

25.1. If the chairman or arbitrators from the arbitral tribunal, or a sole arbitrator after their consent cannot participate in the arbitration procedure, the arbitrators substituting for them are appointed in accordance with these Rules.

25.2. The new composition of the arbitral tribunal may re-examine any issues that have already been considered by the previous arbitral tribunal prior to the replacement.

Chapter 3

ARBITRATION PROCEEDINGS

Article 26

Arbitration dispute resolution procedure

26.1. The decision on the need to participate in the hearings of representatives of the parties, or at their request without their participation only on the basis of the evidence submitted, accepts the arbitral tribunal. In any case, the parties are informed of the time and place of the hearing, and they are entitled to participate in it.

26.2. The dispute is generally considered in closed hearing. Holding an open hearing is allowed only with the consent of all parties. With the permission of the arbitral tribunal and with the consent of the parties at the hearing may be present persons who are not directly involved in the proceedings.

26.3. If the party does not object immediately against any violation of these Rules or any term of the arbitration agreement, it is recognized as a waiver of that party's right to raise such an objection in the future, unless this party proves the impossibility of a timely objection and its validity.

Article 27

Minutes of the arbitration hearing

27.1. The progress of the arbitration proceedings is recorded in the minutes of the hearing, which contains:

- a) case number;
- b) place and date of the arbitration hearing;
- c) the name of the Arbitration Court, the names and surnames of arbitrators, of the secretary, translators, experts, specialists, witnesses;
- d) the names and surnames of the parties-individuals, or names of parties-legal entities;
- e) brief information about the representatives of the parties and other participants of the hearings;
- f) brief description of the arbitration hearing;
- g) a summary of the claims, objections, statements and explanations of the parties and other participants in the hearing;
- h) motives by which the parties justify their position;
- i) the essence of the operative part (when making decisions and awards);
- j) signatures of arbitrators, the secretary.

27.2. The testimony of an expert, specialist, witness can be recorded in separate minutes, which are signed by them and the secretary.

Article 28

Adjournment, suspension and resumption of the arbitration procedure

28.1 On a motivated statement of a party or on its own initiative, the arbitral tribunal may postpone the hearing or suspend the arbitration procedure.

28.2. The adjournment of the hearing can be requested by the party only once. The reason for the postponement may be the need to provide the party with additional time to prepare for the proceedings, to collect additional evidence, to discuss the terms of a possible amicable settlement agreement, etc. The issue of adjournment is resolved by the arbitral tribunal in a hearing, taking into account the opinion of all the parties to the dispute and recorded in the minutes of the hearing.

28.3. The Arbitration Court shall suspend the arbitration procedure in cases:

- a) the impossibility of considering this dispute before the resolution of the related dispute by the state or arbitration courts, or other competent authorities;
- b) appointment of an expertise;
- c) referral of case materials to law enforcement authorities.

28.4. The arbitration procedure is resumed after the circumstances that caused its suspension have been eliminated. A decision is made on the suspension and resumption. Suspension can be reviewed in the order of judicial control in accordance with the procedural legislation of the Republic of Moldova.

Article 29

Full or partial confession, waiver, amendment, addition of a claim. Settlement agreement

29.1. Prior to the award on the merits, any party in its written application, subject to compliance with these Rules, has the right to amend and supplement the claims, unless the arbitral tribunal does not consider it inappropriate to allow such a change or amendment, taking into account the admitted delay for the interests of other parties or any other circumstances. The opinion of the arbitral tribunal on all these issues is reflected in the minutes of the arbitral hearing.

29.2. A claim, an objection, a demand for a set-off, including a counterclaim, cannot be amended or supplemented in the way if as a result they are out of the competence of the Arbitration Court.

29.3. At any stage of the arbitration or conciliation procedure, the arbitral tribunal shall use its available means for the settlement of the dispute. Before making an award on the merits, either party can declare in writing its complete or partial waiver of the claim, or full or partial recognition of the claim. This fact is recorded in the minutes of the hearing and the arbitral decision / award.

29.4. If agreement is reached on all issues, the parties can conclude a settlement agreement, which is approved by an arbitral award.

Article 30
Dispute resolution procedure.
Obligation to prove and present evidence

30.1. Dispute resolution procedure is established by the arbitral tribunal, taking into account the opinions of the parties. It is designed to ensure the rationality and effectiveness of the arbitration procedure, to guarantee the parties the opportunity to express their opinions and reach an equitable solution.

30.2. Parties in the order established by these Rules must prove the circumstances by which they substantiate their claims, or objections. The arbitral tribunal is entitled to invite the parties to submit other evidence, as well as at the request and expense of the parties, to request them from other persons, to summon and hear witnesses, experts.

30.3. The party may submit to the arbitral tribunal of evidence in the original, or in the form of a duly certified copy. If only part of the document matters to resolve the dispute, a certified extract from shall be presented. If necessary, the arbitral tribunal may require the party to submit, as well as confirmation of the original document.

30.4. The admissibility and relevance of evidence is assessed by the arbitral tribunal on internal conviction. Evidence may be rejected, if not related to the substance and subject matter of the dispute, as well as submitted to the arbitral tribunal and (or) obtained in violation of the procedure established by these Rules.

30.5. Decisions on the evidence of any circumstance are made by the arbitral tribunal on the basis of a thorough, comprehensive, objective and impartial analysis of the totality of the evidence submitted.

Article 31
Material evidence

Material evidence after the award on the merits is made are returned to the persons from whom it was received, or transferred to persons for whom the arbitral tribunal recognized them the right. If necessary, material evidence can be saved for the case materials by photographing or by other maximally informative capture.

Article 32
Hearing of witnesses

32.1. The procedure and way of hearing witnesses, including expert witnesses (specialists), is established by the arbitral tribunal.

32.2. At the time of giving evidence by any witness, including an expert witness (specialist), the arbitral tribunal may remove other witnesses, including expert witnesses, unless such witness is a party to the arbitration procedure, which, as a rule, is not invited to retire from hearings.

32.3. The arbitral tribunal may order hearing of witnesses, including expert witnesses (specialists), using long-distance communication means that do not require physical presence at the hearings (via video communication, Internet software products...)

Article 33 **Appointment of expertise**

33.1. In order to resolve issues that arise during the consideration of a dispute and requiring special knowledge in the field of technology, science, art, etc., the arbitral tribunal independently, or at the request of one or both parties and at their expense, by its designation may appoint an expertise, and demand from the parties presenting documents or other objects necessary for examination, or performing other necessary actions and measures, including access to restricted access facilities, etc.

33.2. Having heard the parties, the arbitral tribunal can appoint one or several independent experts, so that they presented it in writing a report on specific issues indicated by the arbitral tribunal. A copy of the document on the commission entrusted to the expert by the arbitral tribunal is sent to the parties.

33.3. Before the appointment, the expert, as a rule, submits information about his qualifications to the arbitral tribunal and a statement about his impartiality and independence. The parties are obliged to inform the arbitral tribunal whether they have any objections to the qualifications, impartiality or independence of this expert. Subsequently, after the appointment of an expert, such objections may be filed only on the grounds that became known to the party after his appointment. The arbitral tribunal accepts or rejects such objections immediately after receipt.

33.4. The parties shall provide to the expert with any relevant information or pass to him for inspection any relevant documents or goods that he can request. Any disputes about the validity of the requirements for the submission of information, documents, goods, access to facilities, etc. are resolved by the arbitral tribunal.

33.5. Upon receipt of the expert's conclusion, the arbitral tribunal provides an opportunity for the parties to familiarize themselves with it, make extracts, copies, and also submit in writing their opinion on its findings. The parties are also entitled to familiarize themselves with any document referred to by the expert.

33.6. At the request of the party, the expert may be heard by the arbitral tribunal in order to clarify and explain the information stated in the conclusion. The parties have the right to be present at this hearing and to ask questions to the expert. During such a hearing, any party may submit other expert witnesses to testify on contentious issues. To this kind of procedure the provisions of the previous article apply.

SECTION III
MAKING OF THE AWARD ON THE MERITS BY THE ARBITRATION COURT

Article 34
Completion of the arbitration procedure

34.1. The arbitration procedure concludes with the final arbitral award or decision.

34.2. The award is made when resolving the dispute on the merits, including without taking awards on the issues referred to them, as well as at the request of the parties in approving the settlement agreement.

34.3. In all other cases, any acts from the commencement of the arbitration procedure to the finishing of the arbitral proceedings shall be made in the form of a decision, including:

- a) if the claimant withdrew his claims, provided that the respondent did not raise objections and the arbitral tribunal did not recognize as legitimate the interest of the respondent in the final settlement of the dispute;
- b) if the parties have agreed to terminate the arbitration procedure;
- c) if the arbitral tribunal finds the continuation of the arbitration procedure unnecessary or impossible.

Article 35
Adoption, announcement and delivery of the arbitral award

35.1. The award is made by the arbitral tribunal at a closed hearing by a majority vote, signed by all the arbitrators of the tribunal and announced in the arbitration hearing, including failure of all parties to appear. An arbitrator who disagrees with the award of the majority must also sign the award, but has the right to state in writing his or her motivated separate opinion, which is attached to the case.

35.2. If the party has previously announced the waiver or recognition of a part of the statement of claim, this is noted in the award, and the award is taken only for the remainder part of the claims.

35.3. The award is sent (handed) to the parties within 10 days from the date of its announcement, and from the moment of its sending (handing) to the parties is final, binding on all parties and is not subject to appeal on the merits. On procedural grounds, the award can be challenged by the parties in a competent state court in the manner of judicial control in accordance with the legislation of the Republic of Moldova.

Article 36
Adjournment of adoption of the award on the merits

If the information provided by the parties is not sufficient for an award on the merits to be made, the arbitral tribunal may postpone the adoption of the award and continue the proceedings, notifying the parties.

Article 37
Contents of the arbitral award

The arbitral award on the merits of the dispute must contain:

- a) place, date and case number;
- b) the full name of the Arbitration Court and composition of its arbitral tribunal;

- c) name, surname and personal identification number of individuals, name and identification number of legal entities, data of representatives and other participants in the process;
- d) reference to the arbitration agreement and the applicable law under which the arbitration procedure was conducted;
- e) subject of dispute and opinions of the parties;
- f) factual circumstances established by the arbitral tribunal;
- g) assessment of acquired data in terms of law, or equity (ex aequo et bono), a statement of the reasons on which the award is based;
- h) essence of the award, including the distribution among the parties of arbitration costs and fees, interim measures;
- i) term and procedure for enforcement of the award;
- j) signatures of the arbitrators who adopted the award, stamp of the Arbitration Court.

Article 38

Correction, interpretation, addition and clarification of the award

38.1. Any arbitrator of the arbitral tribunal, either party may demand the adoption of an additional award if, in the announced award, the arbitral tribunal did not ruled:

- a) on one or more of the claims contained in the statement of claim;
- b) on one or more of the claims that are absent in the statement of claim, but declared in the course of the arbitration procedure;
- c) on any interlocutory issue investigated by the arbitral tribunal, including compensation for losses from unreasonable adoption of interim measures.

38.2. Any of the parties, having notified the other party, may ask the arbitral tribunal to correct in the award arithmetical and spelling errors, misprints, other similar errors, to give an interpretation of the award, or part thereof.

38.3. Applications for the addition, interpretation and correction of arithmetic and spelling errors are submitted to the Arbitration Court and are considered by the previous composition of the arbitral tribunal with the summons of the parties, however their failure to appear does not preclude the consideration of the application.

38.4. An additional award (decision) on the correction of arithmetic and spelling errors, or on the interpretation of an arbitral award, is its integral part.

38.5. The parties shall not bear the expenses connected with the addition, interpretation or correction of the arbitral award.

Article 39

Termination of the arbitration procedure

39.1. The Court terminates the initiated arbitration procedure, establishing that:

- a) the dispute does not fall within the competence of the Arbitration Court;
- b) there is a legally enforceable award of a state court on a dispute between the same parties, on the same subject of the dispute and on the same grounds, or the decision of the state court to terminate the arbitration procedure in connection with the waiver of the claimant or the approval of the settlement agreement between the parties;
- c) there is a binding arbitration award on the parties to the dispute between the same parties, on the same subject of the dispute and on the same grounds,

except in cases where the state court refused to issue the enforcement order, or set aside the arbitration award;

- d) the claimant withdrew the statement of claim;
- e) death of the party - an individual, or liquidation of a legal entity, if the disputable legal relationship does not allow for the succession;
- f) consideration of the dispute is not possible for other reasons provided for in these Rules.

39.2. Before the formation of the full composition of the arbitral tribunal, the award on termination of the arbitration procedure shall be made by the Chairman, in all other cases - by the arbitral tribunal. Termination of the procedure does not deprive the parties of the right to apply to the Arbitration Court with a statement of claim based on new grounds.

Article 40

Archiving of cases

At the end of the arbitration procedure, the arbitration case shall be sent to the Secretariat for storage. Access to the case materials is allowed only by the Chairman on the basis of a reasoned request by the authorities, parties to the dispute, or third parties.

SECTION IV

ENFORCEMENT OF THE ARBITRAL AWARD

Article 41

Enforcement order of the award

41.1. The award of the Arbitration Court becomes final and binding for the parties in the order and time specified in the award.

41.2. If the award does not set a deadline, it is subject to immediate enforcement after it has been sent (hand-delivered) to the parties.

Article 42

Forced enforcement of the award

In the event that the obligated party does not voluntarily execute the arbitral award within the prescribed period, then, upon the application of the party in whose favor the arbitral award has been made, its forced enforcement is performed by the competent authorities of the state where the award is enforceable, in accordance with the procedures for the enforcement of arbitral and state court awards.

Article 43

Conciliation (mediation) procedures

43.1. The conciliatory procedure (mediation) can be conducted as a stage of arbitration procedure, and also as an independent procedure for settling an individual dispute.

43.2. The procedure for conciliation (mediation) starts with the submission of a written application by one of the parties to the Arbitration Court, which requests the opinion of the other party on this issue. If the other party refuses the conciliation

procedure, or does not disclose its opinion within 30 days, the proposal to participate in mediation is considered to be rejected.

43.3. The parties, in order to conduct conciliation (mediation), or the Chairman at their request, appoint an arbitrator who mediates at his discretion, guided by the principles of thoroughness, objectivity, efficiency, impartiality and equity. With the consent of the parties, the mediator appoints the date, time and place of conciliation procedures.

43.4. During the conciliation procedures, the same procedural forms of obtaining, submitting, recording and evaluating evidence may be used, as in the arbitration procedure.

43.5. Conciliation procedures are confidential.

43.6. Conciliation procedures complete in cases of:

- a) refusal of one of the parties at any time from participation in mediation;
- b) if a settlement agreement is not reached;
- c) resolution of the dispute and conclusion of a written agreement on its settlement, signed by the mediator and the parties.

43.7. If the parties reached an agreement on the settlement of the dispute, they draw up and sign a settlement agreement. At the request of the parties, it can be drafted by a mediator. By signing the settlement agreement, the parties terminate the dispute and become bound by this agreement.

43.8. If the dispute is not settled, then all proposals, statements or declarations made by the parties during the conciliation procedure are not valid in the subsequent arbitration procedure.

43.9. The mediator cannot, without the consent of the parties, subsequently perform the functions of an arbitrator, representative or consultant of one of the parties to the same dispute, be called and heard by any state court, arbitration or other authority, give evidence of circumstances that have become known to him in connection with the mediation procedures.

43.10. Calculation, distribution and reimbursement of arbitration costs and fees for the organization and conduct of conciliation procedures (mediation) is carried out in accordance with the Rules on Arbitration Fees and Expenses.

43.11. Unless otherwise agreed by the parties, all costs associated with the conciliation procedures are paid by the parties in equal shares.

Article 44

Entry into force

These Rules come into force from the date of its approval by the Administrative Council of the Arbitration Association of the Republic of Moldova and is mandatory for application in all cases, both in the proceedings of the Arbitration Court and on newly admitted.