APPROVED
by Decision of the Council of the Chamber
of Commerce and Industry of the Republic of Moldova
Of December, 18, 2020

RULES
of the International Commercial Arbitration Court under the Chamber of Commerce and Industry of the Republic of Moldova of domestic arbitration procedure

Chapter I. GENERAL PROVISIONS

Article 1. International Commercial Arbitration Court

(1) The International Commercial Arbitration Court of the Chamber of Commerce and Industry of the Republic of Moldova (hereinafter - the Arbitration Court) is a permanent arbitral institution and operates in accordance with the Law No. 23-XVI of 22.02.08 on Arbitration (published in Monitorul Oficial, No. 88-89 of 20.05.08), Law No. 24-XVI of 22.02.08 on international commercial arbitration (published in Monitorul Oficial, No. 88-89 of 20.05.08), the Code of Civil Procedure of the Republic of Moldova with subsequent amendments and completions, Conventions and other international acts in this case, to which the Republic of Moldova is a party, the Statute of the Arbitration Court, these Rules, as well as other national and domestic normative acts, relating to arbitration.

(2) These Rules shall apply to domestic commercial and civil arbitration.

(3) The commercial or civil dispute is domestic, when it arises from a contract or from other commercial and civil legal relationships, which bind persons who have their permanent domicile on the territory of the Republic of Moldova and which do not contain foreign elements.

(4) For the purposes of these Rules, a commercial dispute is any arbitrable dispute arising out of a commercial contract, including its conclusion, performance or termination, as well as other arbitrable commercial legal relationships.

(5) A civil dispute, within the meaning of these Rules, is any arbitrable dispute arising out of a civil contract, including its conclusion, performance or termination, and other civil legal relationships.

(6) The Arbitration Court shall organize and administer the settlement, through arbitration, of domestic commercial and civil disputes, if the parties have concluded a written arbitration agreement to that effect.

(7) The persons who have full civil capacity can agree to settle by arbitration the patrimonial disputes between them, apart from those on which the law does not allow a transaction to be made.

(8) Where the Arbitration Court has been entrusted with the organization of an arbitration, the parties shall by this very fact have accepted these Rules, unless, at the same time with the entrusting of the organization of the arbitration, the parties have opted in writing for other rules of procedure and they have been accepted by the arbitral tribunal.

(9) The Arbitration Court as a permanent institution shall administer the arbitration process from an organizational and dispositional point of view, while the dispute per se shall be settled by the arbitral tribunal constituted by the will of the parties in accordance with the arbitration agreement.

(10) These Rules establish the principles and rules for the settlement of domestic commercial and civil disputes subject to institutionalized arbitration organized by the Arbitration Court.

Article 2. Basic principles of arbitration

The basic principles of arbitration are:

(1) Respect for fundamental human rights and freedoms.

(2) Legality.

(3) Freedom of agreements in arbitration

(4) Establishment of arbitration in accordance with the agreement of the parties.

(5) Adversary character.

(6) Respect for the right to defence.

(7) Confidentiality.

Article 3. Principles of the activity of the Arbitration Court in the dispute resolution

The Arbitration Court shall organize and administer the settlement of the disputes within its jurisdiction on the basis of the following principles:

(1) Voluntary submission of the parties to the dispute to the jurisdiction of the Court.

(2) Freedom of selection of an arbitrator or panel of arbitrators by the parties to the dispute.

(3) Equal and impartial attitude towards the parties to the dispute. Equal treatment must be ensured for the parties throughout the arbitration proceedings.

(4) Confidentiality of information known in the course of the dispute.

(5) Voluntary compliance of the parties to the decisions, procedural orders, partial and final awards of the arbitral tribunal.

(6) Voluntary execution of the arbitral award.

(7) The parties have the duty to exercise their procedural rights in good faith and in accordance with the purpose for which they were recognized. They shall cooperate with the arbitral tribunal for the proper conduct of the dispute and for its completion within the prescribed period.

(8) Any act of obstruction or delay of the dispute constitutes a violation of the arbitration agreement. The arbitral tribunal may take the necessary measures to prevent any obstruction or delay.

(9) At any stage of the dispute, the arbitral tribunal shall endeavour to settle it on the basis of the agreement of the parties. The arbitral tribunal shall endeavour to facilitate such agreements so that the dispute submitted to arbitration is resolved as promptly and equitably as possible, allowing normal relationships between the parties to resume.

(10) The file of the dispute is confidential. No person, other than those involved in the respective dispute, shall have access to the file without the written consent of the parties.

(11) Throughout the arbitration process, the Arbitration Court, the arbitral tribunal, the parties, the representatives of the parties, attorneys, consultants, experts, translators, witnesses, and other participants must act in good faith in the spirit of arbitration and to exercise diligence to ensure fair, operational and cost-efficient completion of the arbitration proceedings as well as the possibility of enforcing the arbitral award.

Article 4. Communications

(1) The Secretariat of the Arbitration Court shall communicate the request for arbitration, summonses and arbitral awards by registered letter with reception acknowledgement or by express mail. Evidence of communication is attached to the case file.

(2) Other documents, as well as the information and the various notices may be made by registered letter with delivery note, by express mail, e-mail, telegram, telex, telefax or any other means of communication that allows the establishment of proof of communication and the transmitted text. In the case of telephone communications, the secretary of the arbitral tribunal shall make a mention in the case file, specifying the date and time of the call.

(3) Communications shall be made, as the case may be, to the address indicated by the party in the request for arbitration or reference or in the contract and correspondence between the parties. Any change of address will not be taken into account unless it has been notified in writing to the other party and to the Arbitration Court.

(4) Unless otherwise agreed by the parties, any written communication shall be deemed to have been received if it has been sent to addressee personally or to its enterprise, domicile, residence or postal address. If none of these places can be identified after reasonable inquiries, the written communication shall be deemed to have been received if it has been sent to the last known place of residence, last residence or postal address, by registered letter or in any other way attesting to the attempt to submit the communication.

(5) Notifications or communications shall be deemed to have been received on the day when they were received by the party to the proceedings or its representative, or should have been received if they were received in accordance with paragraph 4 of this article. The documents communicated to the parties shall also be considered to have been handed in if the addressee refused to receive them, or did not show up at the post office to collect them, although there is evidence of it being informed. At the request of the party, the documents may be sent (handed over) to its representative in the case, being considered legally communicated to the party. All documents submitted by one of the parties shall be forwarded by the Secretariat of the Arbitration Court to the other party, as well as the conclusions of the experts, as well as other documents, which may serve as evidence for the issuing of the arbitral award.

Article 5. The time limits

(1) The time limits indicated in these Rules shall run from the day following the receipt of the communications by the participants in the arbitration process, or from the other date expressly indicated in the Rules.

(2) The time limits provided for in the Rules are time limits for deprivation, only where this is expressly mentioned in the text.

(3) The arbitral tribunal or, until its establishment, the President of the Arbitration Court may extend, on well-founded reasons, at request made by either party or ex officio, any time limit for the fulfilment by a party of its obligations.

(4) If during the course of the arbitration proceedings appears a need to establish a certain time limit which is not indicated in the Rules, it will be fixed by the agreement of the parties or by the arbitral tribunal ex officio.

Article 6. Confidentiality

(1) Unless the parties otherwise agree, the Arbitration Court, the arbitral tribunal and any person involved in the organization of the arbitration shall maintain the confidentiality of the arbitration proceedings and shall not disclose the information that could harm the parties and the Arbitration Court.

(2) The arbitral awards may be published in full only with the agreement of the parties. However, they may be published in part or in summary, or commented in light of the legal issues discussed in the case, in journals, academic papers or collections of arbitration practice, without mentioning the names of the parties or other data that could harm the parties interests.

(3) The President of the Arbitration Court may authorize the research of cases for scientific purposes only after the settlement of disputes with the issue of the final award, in compliance with the confidentiality obligation.

Chapter II. ARBITRATION AGREEMENT

Article 7. Arbitration agreement

(1) The arbitration agreement may be concluded either in the form of a clause in the main contract, defined as the arbitration clause, or in the form of an independent agreement, defined as the compromise.

(2) The arbitration agreement may also result from the submission by the Claimant of a request for arbitration and the acceptance by the Respondent that this request be resolved by the Arbitration Court.

(3) The President of the Arbitration Court may refuse the organization of an arbitration if there are reasonable doubts or well-founded challenges as to the existence of the arbitration agreement or if it is caduceus or inoperative.

(4) If, however, the parties or one of the parties insists in organizing of the arbitration, the Arbitration Court shall leave the request of arbitration without movement, and the arbitral tribunal shall rule on the existence or validity of the arbitration agreement.

Article 8. Arbitration clause

(1) By the arbitration clause, the parties agree that the disputes arising out, or in connection with the contract in which it is inserted, shall be settled by the arbitration of the International Commercial Arbitration under the Chamber of Commerce and Industry of the Republic of Moldova, indicating also the names of the arbitrators or the manner of their appointment. In the absence of such a specification, as the organization of arbitration has been entrusted to the Arbitration Court, the appointment of arbitrators shall be made in accordance with these Rules.

(2) The validity of the arbitration clause is independent of that of the contract in which it was inserted.

Article 9. Compromise

(1) By compromise, the parties agree that a dispute which has been arisen between them to be settled by arbitration by the International Commercial Arbitration Court under the Chamber of Commerce and Industry of the Republic of Moldova, indicating, on pain of nullity, the object of the dispute.

(2) The compromise shall also include the names of the arbitrators or the manner in which they are appointed. In the absence of such a specification, as the organization of arbitration has been entrusted to the Arbitration Court, the appointment of arbitrators shall be made in accordance with these Rules.

Article 10. Ad-hoc arbitration

(1) For the settlement of a certain dispute, the parties may establish ad hoc arbitration, the manner of establishment of which is established by the agreement of the parties and will not be in contradiction with art.12-15 of the Law no. 23-XVI of 22.02.08 on arbitration.

(2) The Arbitration Court, as the competent body, may organize, upon request, such arbitration according to the Rules for the award of arbitration powers, agreed by the parties for the settlement of a certain dispute (ad hoc arbitration).

Article 11. Form of the arbitration agreement

(1) The arbitration agreement shall be in writing.

(2) The arbitration agreement is in writing, if its content is recorded in any form by conduct or other means.

(3) The condition for concluding of an arbitration agreement in writing is met in an electronic communication, if the information contained in it is accessible for later (subsequent) references. Electronic communication means any communication that the parties make through the data message: general information sent, received or saved by electronic, magnetic, optical or similar means, including electronic data interchange, electronic mail (e-mail), telegram, telex or faxing, but not limited to.

(4) The reference in a contract to a document containing an arbitration clause values as a written arbitration agreement, if the reference is capable to make the clause part of the contract.

(5) A defect of the form in the arbitration agreement may be removed in the arbitration proceedings by the submission of a defence, if no objection to the defect is raised at the same time as the defence at the latest.

Article 12. Interpretation of the arbitration agreement

(1) In the process of interpreting the arbitration agreement, any doubts must be interpreted as to its validity and possibility of its enforcement.

(2) Unless otherwise agreed by the parties, the arbitration agreements relating to a dispute arising out of a contract shall extend to all actions (transactions) between the parties to the arbitration agreement, including the conclusion, performance or termination of this contract.

(3) The arbitration rules referred to in the arbitration agreement shall be deemed to be an inalienable part of the arbitration agreement. In the event of a conflict between the arbitration agreement and the rules of procedure under these Rules, the arbitration agreement shall prevail, unless the Rules expressly provide otherwise.

(4) If the person with whom the arbitration agreement was concluded has changed, this arbitration agreement is still valid (operative) with respect to both the original creditor and the new creditor, as well as to both the original debtor and the new debtor.

(5) Addressing by the party to the arbitration agreement to the court until or during the arbitration process with the request to take conservatory measures and the issuing of a ruling to take such measures is compatible with the arbitration agreement.

Chapter III. ARBITRATORS

Article 13.The status of the arbitrator

(1) The examination of cases within the Arbitration Court shall be carried out by arbitrators selected or appointed in accordance with these Rules.

(2) Any natural person, citizen of the Republic of Moldova or foreigner, who has the full legal capacity, enjoys an impeccable reputation and has a high qualification and experience in the field of commercial and civil law can be an arbitrator.

(3) A person cannot act as an arbitrator if that person:

a) is under guardianship or curatorship;

b) has criminal record;

c) has lost the status of judge, attorney, notary, prosecutor, criminal investigation officer or employee of law enforcement agencies for committing actions incompatible with his or her professional activity;

d) cannot be selected (appointed) in this capacity due to the status of his or her position, established by law.

(4) The arbitrators in the exercise of their functions are not the representatives of the parties. They are independent and impartial towards both the parties to the dispute, as well as to the other participants in the arbitration proceedings.

(5) The arbitrators shall be registered, with their written consent, in a List which shall include: the name, occupation, specialty, titles or brief presentation of the professional activity of each arbitrator. The list of arbitrators is approved by the Council of the Chamber of Commerce and Industry and has a recommendation character. If she or he refuses to the exercise his or her powers for unfounded reasons, the arbitrator is removed from the List.

(6) The parties are free to appoint arbitrators and persons who are not registered in the List or arbitrators of the Arbitration Court insofar as they, through competence and probity, enjoy their trust. However, this opportunity is not granted in the case of the sole arbitrator and the presiding arbitrator.

(7) If the appointed arbitrator is not included in the List of arbitrators, the party shall indicate the name, address and telephone or fax number, as well as the data demonstrating the competence and professionalism of that arbitrator.

(8) No person may be deprived of the right to be appointed as an arbitrator by reason of his or her or her nationality, unless the parties have agreed otherwise.

Article 14. Independence and impartiality of arbitrators

(1) In the process of examining the dispute, each arbitrator must be independent and impartial in relation to the parties, the other arbitrators and other participants in the process. They are not representatives of the parties.

(2) The independence and impartiality status of the arbitrator shall be governed by the Regulations on the independence and impartiality of the arbitrator, which shall form part of these Rules. (Annex 5)

Article 15. Causes of incompatibility of arbitrators

(1)The arbitrators are incompatible in the following cases:

a) are in one of the situations of incompatibility provided for judges according to art.50 Code of Civil Procedure of the Republic of Moldova;

b) do not meet the qualifying conditions or other conditions relating to arbitrators under the arbitration agreement;

c) are associates, collaborators or members of the governing bodies of an entity, without a legal person or a legal person having an interest in the case, or which is controlled by one of the parties or is under common control with that party;

d) the arbitrator has employment or job related relations with one of the parties, with a legal person controlled by one of the parties or under joint control with that party;

e) the arbitrator has advised, assisted or represented one of the parties or under common control with that party, the arbitrator has consulted with one of the parties, assisted or represented one of the parties, or testified in the preliminary stages of the arbitrated dispute;

(2)The arbitrator, who is also an attorney, may not form part of an arbitral tribunal vested with the settlement of a dispute in respect of which he or she has carried out or is to carry out legal activities.

Chapter IV. CONSTITUTION OF THE ARBITRAL TRIBUNAL

Article 16. The rights of the parties in the process of constitution of the arbitral tribunal

(1) The arbitral tribunal is constituted in accordance with the arbitration agreement.

(2) Unless otherwise provided in the arbitration agreement, the parties are free to agree on the procedure for constituting the arbitral tribunal, provided that the procedure is in compliance with these Rules, including:

a) to establish the number of arbitrators;

b) to establish the procedure for appointing the arbitrators and the presiding arbitrator (the chairman of the arbitral tribunal);

c) the procedure for challenging and replacing arbitrators and presiding arbitrators;

d) the grounds for termination of the arbitrators' mission and the arbitration proceedings in their entirety;

e) the parties may agree on the appointment of arbitrators by the President of the Arbitration Court, but

f) and on the requirements to which the appointed arbitrator must correspond.

Article 17. Composition of the arbitral tribunal

(1) The parties shall be free to determine the number of arbitrators. If the parties have not determined the number of arbitrators, three arbitrators shall be appointed.

(2) If the value of the dispute is not significant, or the legal issues addressed are simple, the President of the Arbitration Court, with the agreement of the parties, may decide that the arbitral tribunal shall be composed of a sole arbitrator.

Article 18. Nomination or appointment of arbitrators

(1) Where the tribunal is composed of three arbitrators, each party shall appoint one arbitrator. If, within 15 days after the receipt of the proposal to nominate the arbitrator, a party does not nominate it, the arbitrator shall be appointed ex officio by the President of the Arbitration Court.

(2) The arbitrators so appointed shall appoint, within 10 days, a third arbitrator, who shall be the chairman of the tribunal. If the two arbitrators do not agree on the person for the president of the tribunal, it shall be appointed by the president of the Arbitration Court within a maximum of 5 days. The chairman of the arbitral tribunal may be selected by the parties if there is a written agreement to that effect.

(3) Where the dispute is to be examined by a single arbitrator, either Party may propose to the other Party the candidature of one or more persons who may be arbitrators. If within 15 days after the receipt of the proposal the parties have not reached an agreement on the respective candidacy, the arbitrator shall be appointed ex officio within 5 days by the President of the Arbitration Court.

(4) If there are several Claimants or, as the case may be, several Respondents, and the tribunal is to be composed of three arbitrators, the Claimants or, as the case may be, the Respondents shall appoint one

arbitrator together. If any of them does not appoint the arbitrator within 15 days, it shall be appointed by the President of the Arbitration Court.

(5) Neither Party has the right to appoint one arbitrator in place of the other Party or to have more arbitrators than the other Party.

(6) When nominating the arbitrator / presiding arbitrator by the President of the Arbitration Court, President will take into consideration the requirements set out in the arbitration agreement, including qualification, moral and ethical qualities, criteria of independence and impartiality, as well as the nature and circumstances of the dispute, the law applicable to the merits, the place and language of the arbitration.

(7) The filing of an ancillary claim or incidental request shall not result in the modification of the composition of an already constituted arbitral tribunal.

(8) If the sole arbitrator or, as the case may be, the arbitrators cannot be appointed by the arbitration agreement and the method of appointment has not been provided, the party wishing to resort to arbitration shall send a written notification to the opposing party, by which the latter is invited to participate in the appointment of arbitrators.

(9) The notification provided for in paragraph (8) must refer to the arbitration agreement, briefly state the claims and grounds (subject matter), indicate the name, address and professional details of the sole arbitrator proposed or appointed, if s/he is not from the List of arbitrators.

(10) The notified party shall, in turn, send a response to the proposed appointment of the arbitrator within 15 days of receipt of the notification. If the opposing party does not appoint an arbitrator in time, or the parties do not reach an agreement on the candidacy of the sole arbitrator, he or she shall be appointed by the President of the Arbitration Court.

(11) The party that has notified the other party of the appointment of the arbitrator may not revoke the appointment thus made without the consent of the other party.

(12) The provision of paragraph (8) – (11) applies in the case of an ad hoc arbitration.

(13) The appointment of an arbitrator by a party shall not limit its right to invoke the incompetence of the arbitrator.

Article 19. Acceptance of arbitration powers

(1) Within 3 days from the date s/he was notified about the proposal of appointment, the arbitrator shall fill in and sign the Declaration of acceptance of powers, independence, impartiality and availability according to the form provided in Annex 3. Failure to complete and to sign the Declaration of acceptance is considered a refusal from the acceptance of the performance of the arbitrator's mission, and the party or parties are to appoint or select a new arbitrator, or, as the case may be, presiding arbitrator.

(2) The secretariat of the Arbitration Court shall transmit to the parties and to the other arbitrators a copy of the Declaration and shall keep the original in the case file.

Article 20. Obligation of the arbitrator to communicate the grounds for challenge

The nominated arbitrator shall communicate to the persons who appointed him or her the circumstances which may raise doubts as to his or her independence and impartiality. If, however, s/he has been appointed, the arbitrator shall communicate the same circumstances to the other party, the Arbitration Court and the other arbitrators appointed as soon as possible.

Article 21. Challenge of the arbitrator

(1) The parties may challenge any arbitrator, if circumstances exist that give rise to justifiable doubts with respect to the arbitrator’s impartiality or independence or if the arbitrator does not possess the qualifications agreed by the parties. The circumstances of incompatibility, indicated in art.15 of the Rules, are considered such circumstances. A party may challenge the arbitrator it has appointed, only for reasons of which it is aware, or which have intervened after the nomination.

(2) The challenge may take place at any stage of the arbitration procedure, but not later than the end of the oral arguments.

(3) The request for challenge shall be submitted in writing as soon as possible, but not later than 15 days after the party learned of the circumstances which serve as a ground for challenge and shall contain the reasons for the challenge. If the party has not submitted the request for challenge within the prescribed time limits, it shall be deemed to have waived its right of challenge.

(4) When the arbitrator is challenged by one of the parties, the other party may agree to this challenge, and the challenged arbitrator may also withdraw his or her mandate. Neither the agreement of the other party nor the withdrawal of the arbitrator shall imply recognition of the grounds for challenge. In both cases, for the nomination of a new arbitrator, the procedure indicated in Art.18 shall be applied.

(5) If the other party does not agree with the challenge and the challenged arbitrator does not withdraw his or her mandate, the arbitral tribunal, including the challenged arbitrator, shall rule on the request for challenge. In case of satisfaction of this request, the nomination of a new arbitrator takes place in accordance with the procedure provided in Art.18.

(6) The request for challenge of the arbitrator submitted until the constitution of the arbitral tribunal shall be settled by the President of the Arbitration Court, after consultation with the parties to the dispute. The decision on challenge shall be drawn up in writing, without giving reasons for the challenge, and shall be accompanied by a proposal to appoint a new arbitrator. In the case of the sole arbitrator, the challenge shall be resolved by the President of the Arbitration Court.

(7) Pending the decision of these authorities, the arbitral tribunal, including the arbitrator challenged, may continue the arbitration proceedings and may issue an arbitral award.

(8) The provisions of this article shall apply accordingly to experts or translators, the challenge being resolved by the arbitral tribunal.

Article 22. Termination of the mission of arbitrator until the resolution of the dispute on the merits

(1) The mission of arbitrators is terminated by self-challenge, challenge, physical or moral impossibility, revocation or death:

a) the self-challenge or the agreement of the parties to terminate the arbitrator's mandate does not imply the recognition of the grounds for challenge;

b) the challenge is admitted according to the procedure provided by the Rules;

c) the arbitrator is physically or morally unable to carry out his or her mission for a longer period of time due to reasons which have arisen or which s/he has become aware of after accepting the arbitrator's mission;

d) the death of an arbitrator during the arbitration procedure occurs.

(2) If the nominated arbitrator does not fulfil his or her obligations, s/he may be revoked, after consultation with the parties and the other arbitrators, by a Decision of the President of the Arbitration Court.

(3) In all such cases, the Arbitration Court shall take notice of the termination of the arbitrator's mission and shall take measures to replace him.

Article 23. Appointment of a new arbitrator

(1) If the mandate of an arbitrator terminates according to the provisions of Art.22 or following the withdrawal of the arbitrator for any other reason, or due to revocation by the parties, or in any other case, the new arbitrator shall be nominated according to the rules applied in case of appointment of the replaced arbitrator.

(2) In case of appointment according to paragraph (1) of this article of the sole arbitrator or of the president of the arbitral tribunal, the debates that took place until the substitution of the arbitrator shall be repeated. In case of substitution of any other arbitrator, the oral arguments will be repeated, if the arbitral tribunal deems it necessary.

(3) If the entire arbitral tribunal is replaced, the new arbitral tribunal shall decide whether and to what extent it is necessary to repeat certain procedural acts or the entire procedure.

Article 24. Date of constitution of the arbitral tribunal

(1) The arbitral tribunal shall be deemed to have been constituted on the date of acceptance of the mandate by the sole arbitrator or, as the case may be, by the presiding arbitrator.

(2) From the moment of its constitution, the arbitral tribunal shall be vested with the adjudication of the arbitration claim and of the other claims regarding the arbitration procedure, except for the claims which according to the law and the present Rules are of exclusive competence of the other jurisdictional bodies.

Chapter V. COMENCEMENT OF THE ARBITRAL PROCEDURE

Article 25. Referral to the Arbitration Court

(1) The arbitration process is commenced by the submission of a request for arbitration by the party that is considered injured in a right of its own.

(2) The date of submission of the request for arbitration is be considered the date of its registration at the Chamber of Commerce and Industry of the Republic of Moldova.

(3) The request for arbitration and the documents attached to it must be submitted in the state language. The documents must be submitted in original or in certified copies by the party, in the established manner.

(4) The application, including the other documents, shall be submitted in as many copies as there are Respondents, as well as one copy for each member of the arbitral tribunal and one copy for the Secretariat of the Arbitration Court, as well as it shall be sent in electronic format.

(5) The request for arbitration may be submitted by several Claimants or to several Respondents, having the same object of the dispute, the according number of batch of requests and attached documents will be submitted.

Article 26. Form and content of the request for arbitration

1. The request for arbitration shall be submitted in writing and shall contain:

a) the name of the Arbitration Court;

b) name and addresses of the parties, including postal addresses, e-mail addresses, telephone number, fax, bank details;

c) proof of the existence of the arbitration agreement (arbitration clause or compromise);

d) the object and value of the claim, as well as its calculation;

e) the factual grounds and evidence on which the action is based, the reasoning of the action taking into account the law applicable to the dispute, the confirmation of the measures taken to settle the dispute amicably, if the arbitration agreement so provides;

f) the name of the arbitrator or the request that the arbitrator be appointed by the Arbitration Court, if the appointed arbitrator is not on the List of arbitrators of the Arbitration Court, the request for arbitration must also contain the address, telephone number, fax, e-mail of the respective arbitrator;

g) the list of documents attached to the request;

h) the signature of the Claimant. If the request is signed by the representative, the documents proving its powers and his or her address, including telephone number, fax, e-mail, will be attached.

(2) The request for arbitration shall also include any request for the involvement of third parties in the case, with the mandatory indication of the information on the arbitration agreement concluded with these persons.

(3) The request for arbitration may also include the Claimant's position on the constitution of the arbitral tribunal (number of arbitrators, method of appointment), applicable law, language of arbitration, if these and other optional elements have been set out in the arbitration agreement.

(4) The following shall be attached to the request for arbitration:

a) copies of the request for arbitration and of the documentary evidence certified by the party under its own responsibility in a number equal to the number of participants in the proceedings and for each arbitrator, and a copy for the arbitration court;

b) documents confirming the legal personality of the parties;

c) proof of payment of the registration fee and the arbitration fee;

d) the documents that confirm the powers of the representative;

e) documents confirming compliance with the pre-arbitration dispute resolution procedure;

f) documents certifying the circumstances on which Claimant grounds its claims.

(5) Upon request, the Claimant may attach other documents and requests.

(6) If the request for arbitration and the attached documents are written in a foreign language, their legalized translation in the manner established by law shall be attached.

Article 27. Removal of deficiencies

(1) If the request for arbitration does not meet the requirements set out above, the Secretariat of the Arbitration Court shall immediately communicate this fact to the Claimant, who, within 5 days of receipt

of the communication, shall remove the deficiencies of the request, including appointing the arbitrator, if it has not been shown in request.

(2) If the mentioned deficiencies will be removed within the established term, the date of filing the request for arbitration will be considered the day of its initial registration, and if the Claimant will not remove the deficiencies of the request within the established term the request will be considered not introduced.

(3) If the registration fee and the arbitration fee are not paid on the date of submission of the request for arbitration, the secretary of the Arbitration Court shall grant the Claimant a period of 5 days, calculated from the date of communication, to pay the fees. If the fees have not been paid in time, the request for arbitration shall be restituted on the basis of the decision of the President of the Arbitration Court.

(4) The restitution of the request for arbitration does not exclude the possibility of repeatedly addressing by the same Claimant, if the founded deficiencies are eliminated.

Article 28. Claim value

(1) The claim value shall be determined:

a) in case of financial claims - based on the claimed amount by the Claimant;

b) in case of claiming goods - the value of the claimed goods;

c) in the requests to declare (recognize) or reorganize (transform) a relationship, a legal fact, based on the value of the object, the legal relationship on the claim submission date;

d) in cases related to obligation of doing or not doing something, based on the value set out by the Claimant.

(2) For claims with several counts of claim, the value of each count of claim shall be determined separately. In this case, the claim matter value shall be determined based on the total amount of all the claims. Claimant must indicate in the request for arbitration the value of the claim, also in cases where the claims in the request or part of them do not have a monetary nature.

(3) If the Claimant has not determined or incorrectly determined the claim value, the Arbitration Court shall determine, ex officio or at the request of the Respondent, the value of the claim on the basis of the data available to it.

(4) Claims for compensation of arbitration costs are not included in the claim value.

Chapter VI. PREPARATION OF THE CASE FOR TRANSMISSION TO THE ARBITRAL TRIBUNAL

Article 29. Notice of Respondent

Within a maximum of 5 days from the receipt of the request for arbitration or the removal of all its deficiencies, the Secretariat of the Arbitration Court shall send to the Respondent a copy of this request and copies of all documents attached to it, these Rules and the List of arbitrators that can be sent in electronic format as well.

Article 30. Statement of defence

1. Within 15 days of receipt of the notice of arbitration, the Respondent or his or her representative shall provide a statement of defence, in which it shall communicate the name of the arbitrator of its choice, or express the wish that the arbitrator be appointed by the President of the Arbitration Court.

(2) The statement of defence shall also include:

a) date of dispatch;

b) the full name of the Respondent, his or her legal status, address, telephone number, fax, e-mail;

c) data about the Respondent's representative, if s/he is mentioned, postal address, telephone number, fax, e-mail, proof of the powers of the representative;

d) the notification of the Claimant's claim, showing the factual and legal grounds in the view of the law applicable to the dispute, on which the Respondent's defence is based, with the reference to evidence, as well as other exceptions to the Claimant's claim;

e) objections to the existence, validity and application of the arbitration agreement;

f) the proposal regarding the applicable law, the language of the arbitration procedure, the number of arbitrators, if this position is not found in the arbitration agreement, or the answer to these proposals coming from the Claimant;

g) the answer to the Claimant's proposal regarding the settlement of the dispute by a sole arbitrator, as well as to his or her person;

h) if the arbitral tribunal is to be constituted by a sole arbitrator, and the Claimant proposes several candidacies at choice, the Respondent will support one of the candidacies, or will propose its own candidacy for nomination;

i) any request to introduce other persons or to connect several claims or procedures with the inclusion of the relevant information. The same provisions will include the Statement of defence of the person introduced, if it will be submitted;

j) the list of documents and other documents attached to the Statement of defence, certified by the party. Signature of the Respondent or its representative.

(3) The statement of defence and its annexes shall be submitted in the state language on paper in as many copies as there are Claimants and arbitrators, plus one for the case file, as well as in electronic format.

(4) The Secretariat of the Arbitration Court shall send to the Claimant the Statement of defence and any other requests received from the Respondent.

(5) The absence of a response from the Respondent does not imply recognition of the Claimant's claims and does not preclude the continuation of the arbitration.

Article 31. Counterclaim

(1) The Respondent shall be entitled to bring a counterclaim against the Claimant if its claims under the same legal relationship and are covered by the same arbitration agreement from the original arbitration request, or by another arbitration agreement, which provides for the conferral of the dispute to The Arbitration Court and is compatible with the first arbitration agreement according to its content and also if such a counterclaim is consistent with the original arbitration claim within the meaning of substantive law.

(2) The counterclaim shall be filed within the same period as that provided for the submission of the Statement of defence or, at the latest, before the first meeting of the arbitral tribunal and shall comply with the requirements set forth in for the request for arbitration, including payment of the arbitration fee.

(3) The counterclaim shall be settled simultaneously with the main claim.

(4) If, as a result of the late submission of the counterclaim, the arbitration proceedings are delayed, the Respondent may, by the decision of the arbitral tribunal, be obliged to compensate the additional costs incurred by the Arbitration Court and the other party.

(5) The arbitral tribunal may not allow the examination of the counterclaim if it has been filed late and the request will be examined in a separate procedure.

(6) The statement of defence of the Respondent in the counterclaim shall have the same content as the statement of defence of the original Respondent and shall be entered in the same term as the first statement of defence.

Article 32. Participation of third parties

(1) Engaging third parties to the arbitration proceedings shall be permitted only with the written consent of the parties to the dispute and the third party, if their claims are covered by the same arbitration agreement.

(2) The request to engage the third person is allowed until the expiration of the term for presenting the statement of defence. For justified reasons, this period may be extended by the President of the Arbitration Court.

Article 33. Submission of the case for examination

After the constitution of the arbitral tribunal, the receipt of the Statement of defence and the counterclaim, the Secretariat of the Arbitration Court shall forward the file to the arbitral tribunal, making a written mention of this fact, as well as of the date of transmission of the file.

Chapter VII. PREPARATION OF FILE FOR THE EXAMINATION

Article 34. The competence of the tribunal to decide on its own jurisdiction. Exceptions

(1) The arbitral tribunal may decide by a procedural order on its jurisdiction to settle the dispute, as well as on any objections to the existence or validity of the arbitration agreement.

(2) The declaration regarding the lack of competence of the arbitral tribunal in resolving the dispute may be made at the latest when the objections to the claim are presented.

(3) Any exception relating to the existence or validity of the arbitration agreement, the constitution of the arbitral tribunal, the limits of the arbitrators' duties, as well as any other exception shall be invoked, under the pain of revocation, by statement of defence or at the latest on the first day of meeting. If the arbitration procedure takes place on the basis of the documents submitted by the parties, without oral hearings, the Respondent must raise the exceptions within at most 15 days from the date of submission of the Statement of defence.

(4) Exceptions to public policy may be invoked at any time during the arbitration.

(5) The procedural order by which the arbitral tribunal declares itself competent may be challenged in court only at the same time as the final award on the merits of the dispute.

(6) The finding of the nullity of the contract does not fully imply the nullity of the arbitration agreement inserted in the contract.

(7) If it is established that the settlement of the dispute set out in the request for arbitration does not fall within the jurisdiction of the Arbitration Court, the arbitral tribunal shall issue a procedural order and shall return the request for arbitration and the documents attached to the Claimant.

Article 35. Verification of the content of the file

(1) The arbitral tribunal, after receiving the case for the settlement of the dispute, verifies the content of the case file and ascertain the level of preparation of the file for the examination.

(2) If it finds it necessary to ensure the effective organization and conduct of the arbitration proceedings, the arbitral tribunal may take further action by requesting from the parties written evidence, evidence, other documents and information.

Article 36. Case management conferences

(1) For the same purpose, but also to exclude the postponement of hearings, taking into account the complexity of the case, the arbitral tribunal may organize case management conference for the proper conduct of the arbitration proceedings with the participation of the parties and their representatives, either in person or through use of audio or video means of remote communication.

(2) The parties are required to inform the arbitral tribunal by this conference, or before it, if:

a) they have objections regarding the organization of arbitration;

b) the new claims or other changes are made in the initial claim or counterclaim. In cases where the additional claims increase the claim value, the party submitting them must pay the arbitration fee in accordance with the increased value;

c) they request for the arbitration proceedings to be conducted orally, on the basis of documents and other written evidence, or by videoconference;

d) they wish the case to be adjudicated ex aequo et bono;

e) they invoke any exceptions and defences;

f) they have any requests for joinder;

g) they choose the appointment of an independent expert or intend to file expert reports prepared by party-appointed experts.

(3) The arbitral tribunal at this conference shall verify its own jurisdiction to resolve the arbitral dispute.

(4) At the end of the case management conference, the arbitral tribunal may establish by procedural order a procedural timetable for the subsequent conduct of the arbitration proceedings, the content of which depends on the level of preparation of the case file, amendments and requests submitted by the parties or ex officio by the arbitral tribunal, including :

a) the time limits for the parties to submit additional written requests, evidence and other documents, documents of expertise, as well as the list of witnesses;

b) the instructions given by the arbitral tribunal to the parties setting the time limits for execution;

c) indication of the date of each procedural stage (if the hearings will take place in several stages);

d) the approximate indication of the date of the final hearings with the issuance of the Arbitral Award.

(5) Submission by the parties of additional information according to the procedural timetable:

a) within the time limit set by the arbitral tribunal, the Claimant shall submit if necessary, the following elements if they have not been previously filed:

i. the exact value of the claims and the exact description of the relief sought;

ii. the detailed presentation of the factual and legal grounds on which the Claimant relies for its request for arbitration;

iii. any evidence on which Claimant relies for its claims,

b) within the deadline set by the arbitral tribunal, the respondent shall also submit additional information that shall include:

i. developing objections related to the existence, validity or enforceability of the arbitration agreement;

ii. a statement stating that the Respondent acknowledges or rejects, in full or in part, the Claimant's claims;

iii. factual and legal developments on which it relies for its defences;

iv. any evidence on which it relies for its defences;

c) these requirements also apply accordingly to the Respondent in the counterclaim and third parties;

d) the arbitral tribunal may require the parties to submit other information.

(6) After the expiry of the time limits indicated in the procedural timetable, the parties may not amend or formulate new claims, exceptions or requests, except with the prior approval of the arbitral tribunal, which may be given after considering the nature of the new claims, exceptions and requests, the stage of arbitration proceedings, the prejudices caused to other parties by delayed proceedings, as well as other relevant circumstances.

Article 37. Notification of the parties

(1) After verifying the level of preparation of the file for the examination and undertaking as necessary additional measures to ensure the efficient organization of the arbitration process, the arbitral tribunal shall fix the date of the hearing of the dispute and notifies the parties.

(2) The hearing shall not take place earlier than 15 days from the date of dispatch of the notifications, unless the parties have agreed otherwise.

(3) Besides indicating the date, time and place of the arbitration proceedings, the parties or their representatives shall be required to submit at the hearing all documents, written evidence, conclusions of experts or specialists, other evidence not previously presented, and to ensure the presence of experts, specialists, witnesses, translators and attorneys, consultants and other trained persons.

Article 38. Participation of the parties in the examination of the case

(1) The parties may participate in the proceedings of the dispute in person or through representatives and may be assisted by attorneys, consultants, translators and others.

(2) The arbitral tribunal shall provide the parties, to the extent necessary, with the possibility of written and oral presentation of the claims, defences, arguments and evidence.

(3) Each of the parties may request the settlement of the dispute in its absence.

(4) If one of the parties or its representative, although duly notified, is not present at the hearing on a justified basis, the hearing shall be rescheduled. The postponement can be granted only once. The repeated absence does impede solving the case on the merits.

(5) In the absence of representatives of both Parties, the meeting shall be postponed to another day.

(6) The parties may agree, with the approval of the arbitral tribunal, that certain stages of the procedure, except for the hearing of witnesses and experts, as well as the formulation of conclusions on the merits, be carried out by usual or electronic correspondence or by teleconference.

(7) The party who was present or represented at one time limit shall not be serviced during the whole arbitration, being presumed to know the following time limits, unless otherwise provided in these Rules.

(8) The term taken into account, or for which the notifications were sent, may be changed only for good reasons and with the notification of the Parties.

(9) When the notification procedure is legally fulfilled, the arbitral tribunal may continue, even on the merits, the next day or at short, successive terms, given to the parties.

Chapter VIII. GENERAL PROVISIONS REGARDING THE ARBITRAL PROCEDURE

Article 39. Principles of the arbitration procedure

(1) The arbitration procedure shall be conducted on the basis of the principles of availability, adversarial proceedings, equal and impartial treatment of parties to the dispute.

(2) The parties and their representatives must conduct themselves in good faith in fulfilling their procedural rights, not to admit abuse of these rights and to respect the deadlines for their fulfilment.

Article 40. Order of examination

(1) After consulting the parties, the tribunal shall determine the order of examination of the dispute.

(2) The method of settlement of the dispute shall ensure a fair, rational and undelayedly settlement of the dispute, giving each party the opportunity to state its position as fully as possible.

Article 41. Language of the arbitration procedure

(1) As a rule, the arbitration proceedings shall be conducted in the state language, unless the parties have agreed otherwise.

(2) Subject to the agreement of the parties, the arbitral tribunal shall, after its constitution, decide on the language or languages used in the arbitration proceedings. This decision shall relate to any written statement of the party, to any oral argument, award, decision or other communication of the arbitral tribunal. In this case, the arbitral tribunal may order that any written evidence be accompanied by a translation into the language or languages agreed between the parties or established by the arbitral tribunal.

(3) In the absence of any other agreement or decision, the parties shall also bear the costs of the translation.

(4) The parties may participate in the oral arguments accompanied by interpreters.

Article 42. Applicable law

(1) The arbitral tribunal shall settle the dispute in accordance with the legal norms which the parties have chosen to be applicable to the merits of the dispute, laid down in the contract or other agreement of the parties; applies the legal norms of the Republic of Moldova, of other States, as well as the commercial customs in such disputes.

(2) The arbitral tribunal judge ex aequo et bono or as a mediator only if the parties have authorized it to do so.

(3) In all cases the arbitral tribunal shall make its decisions in accordance with the terms of the contract.

Article 43. Seat of arbitration

(1) The seat of arbitration shall be at the seat of the Arbitration Court.

(2) The parties may agree to conduct the arbitration proceedings elsewhere, bearing all additional arbitration costs.

(3) The arbitral tribunal, with the consent of the President of the Arbitration Court, if it deems it necessary and justified, may conduct the arbitration procedure in another locality.

(4) In all cases, the arbitral award shall be deemed to have been given at the seat of the Arbitration Court.

Article 44. Establishment of rules of procedure

(1) The parties are free to agree on the procedure to be followed by the arbitral tribunal in resolving the dispute.

(2) In the absence of agreement between the parties, the arbitral tribunal shall conduct the proceedings and resolve the dispute in accordance with the requirements of these Rules.

(3) The arbitral tribunal shall decide, subject to compliance with any other agreement between the parties, whether the proceedings shall be conducted orally, both in the presentation of evidence and in arguments or only on the basis of written documents and other material.

Article 45. Connecting several claims in a single arbitration request

Claimant may join in a request for arbitration several claims, which may be examined provided that:

a) they are covered by the same arbitration agreement;

b) they are covered by several arbitration agreements, which provide for the conveyance of disputes to the Arbitration Court, are compatible with each other according to their content and are also consistent with each other in the sense of substantive law.

Article 46. Connecting procedures on several files

(1) Either party may request, in the request for arbitration or statement of defence, that the new arbitration file be connected to another existing file.

(2) The connection can take place if:

a) all parties agree to the connection;

b) all claims are covered by the same arbitration agreement and there are no obstacles to the connection of the arbitration proceedings, or

c) the claims are covered by distinct arbitration agreements which provide for the conveyance of disputes to the Arbitration Court and are compatible with each other according to their content, and are also consistent with each other in the sense of substantive law.

(3) The connection of the proceedings is made by the decision of the President of the Arbitration Court, if on none of the requests for arbitration has been constituted an arbitral tribunal. After the connection, the arbitral tribunal shall be constituted on the basis of the general provisions.

(4) When making the decision, the President of the Arbitration Court will take into account, among other things, the observance of the principle of celerity, the effectiveness of the conduct of arbitration procedures, the arbitration costs.

(5) The connection cannot take place if the arbitration tribunal has been set up on one or more of the cases, except for the existence of the agreement of all parties for such a connection, which is made by a procedural order of the first constituted arbitral tribunal.

(6) Unless otherwise agreed by the parties, the arbitration proceedings shall merge with the first arbitration proceedings initiated. The mandate of the arbitrators in other proceedings shall be terminated.

(7) If the request to connect the proceedings is not accepted, the arbitration proceedings shall continue in separate cases.

Article 47. Application of the rules of procedure

(1) The rules of procedure of these Rules shall apply to the settlement of the dispute in accordance with the arbitration agreement. If in the arbitration agreement no reference is made to these Rules, then those rules shall be applied according to the agreement of the parties. In the absence of such an agreement, these Rules shall apply on the decision of the arbitral tribunal on the basis of the voluntary consent of the parties to submit the dispute to the Arbitration Court, taking into account the circumstances of the case.

(2) If the parties have opted for the application of rules of arbitration other than those of the Arbitration Court, their application is possible only if those rules do not explicitly prohibit this. If the rules indicated by the parties explicitly prohibit their application by other permanent institutions, these Rules shall apply.

(3) The arbitral tribunal shall assess whether and to what extent rules of arbitration other than those of the Arbitration Court are compatible and applicable. In any case, the competence of the Arbitration Court and the constitution of the arbitral tribunal shall remain subject to these Rules.

(4) Unless otherwise agreed by the parties, the organization and conduct of arbitration shall be in accordance with the rules of arbitration in force at the date of commencement of arbitration.

(5) The authentic interpretation of the Regulations of these Rules shall be made only by the Arbitration Court.

(6) The interpretation of the procedural rules by the arbitral tribunal is made only for the purpose of their application in the case brought for arbitration.

(7) If a certain time limit is indicated for the application of some procedural rules, the procedure is to be executed within the indicated time limit. The arbitral tribunal or, pending its constitution, the President of the Court may, on duly substantiated grounds, extend, on the basis of a request made by either Party or ex oficio, any time limit for the fulfilment by a Party of its obligations.

(8) No one may invoke the irregularity of a procedural act caused by his or her own fact.

Article 48. Hearings. Video conferencing

(1) During hearings, there are organized oral arguments in which the parties present their position on the basis of evidence presented either before or during the argumentation.

(2) Documents, expert conclusions, other written evidence shall be read if the parties have not referred to the compliance with the requirements of the evidence.

(3) Witnesses, experts, other specialists are heard if they have been trained in elucidating the circumstances of the dispute.

(4) Either party may request, in advance, to attend hearings by videoconference. The arbitral tribunal shall decide on this request in the light of the other party's opinion, the circumstances of the dispute and the technical possibilities.

(5) The arbitral tribunal may hear witnesses and experts by videoconference.

(6) At the request of both parties and if the circumstances of the dispute make this possible, the arbitral tribunal may arrange for the entire procedure for examining the dispute by videoconference.

(7) If, after the hearings, the need arises to specify or argue some factual circumstances, the arbitral tribunal may require the parties to present documents or other written evidence to that effect. These additional materials may be examined by the tribunal without further hearings.

Article 49. Examination of the case on the basis of written evidence

(1) The parties may agree that the examination of the dispute shall take place without a hearing, only on the basis of the original written evidence, unless the parties or the arbitral tribunal have agreed otherwise.

(2) If in the process of examining the case on the basis of the written evidence there are ambiguities and explanations of the parties are requested, it will be decided to invite the parties for hearings.

Article 50. Interim and conservatory measures

(1) Unless otherwise agreed by the parties, the arbitral tribunal may, at the request of a party, after hearing the other party, order interim measures and conservatory measures as it considers necessary in respect of the subject matter of the dispute, if the enforcement of the claim could be considerably thwarted or hindered, or an irreparable prejudice would be imminent. In case of non-acceptance, the enforcement of these measures shall be requested from the competent court. The arbitral tribunal may order, as an interim measure and a conservatory measure, any party to deposit the appropriate security. Upon request, the arbitral tribunal may establish certain factual circumstances.

(2) The procedural order regarding the measures provided for in paragraph (1) must be issued in writing. A signed copy must be sent to each party to the arbitration proceedings.

(3) Before or during the arbitration proceedings, either party may request the competent court to issue interim measures and conservatory measures concerning the matter of the dispute, or to establish certain factual circumstances.

(4) The request for arbitration and the arbitration agreement shall be attached to this request.

(5) The approval of these measures shall be notified to the arbitral tribunal by the party requesting them.

(6) Depending on the circumstances, the arbitral tribunal may limit or lift the measures provided for in paragraph (1).

(7) If it is established that the application of a measure pursuant to paragraph (1) has been unjustified from the outset, the party requesting its enforcement shall be liable to compensate the other party for the

damage caused by the enforcement of the measure or by depositing by the other party of security to remove the enforcement of the measure. The claim for damages may be submitted in pending arbitration proceedings.

Article 51. Evidence

(1) Each Party shall be required to prove the circumstances on which its claims and objections are based. Each party shall present all documents in its possession or other evidence to which reference is made in the request for arbitration, except those submitted by the other party.

(2) The relevance, admissibility and importance of the evidence shall be determined by the arbitral tribunal.

(3) The arbitral tribunal may reject evidence presented by the parties if it finds that it does not relate to the merits of the claim, or if the proof of those circumstances may be rendered by simpler, more efficient and less costly means.

(4) The tribunal may require the administration of any other evidence permitted by the applicable law, as well as written explanations of the parties in connection with the subject matter of the dispute. Documents and written evidence are usually presented in original.

(5) The arbitral tribunal shall decide which circumstances have been proved and which have not, only on the basis of a thorough examination and impartial assessment of the evidence submitted by the parties.

(6) If a party does not present written evidence without a just cause, the arbitral tribunal may continue the arbitration proceedings and rule on the merits of the case.

(7) The party intending to testify with witnesses shall inform the arbitral tribunal at least 15 days before the hearing and the other party - the names and addresses of the witnesses, indicate the circumstances that can be confirmed by witnesses and the language in which s/he will testify. Witness statements may be submitted in writing.

(8) The arbitral tribunal may, if necessary:

a) to request other documents and evidence, including from third parties;

b) to request the translation of the documents submitted by the parties into the language of the arbitration proceedings;

c) the arbitral tribunal or any party, with the consent of the arbitral tribunal may apply to the competent court with a request to contribute to the taking of evidence or the hearing of witnesses

d) ex officio, or at the request of any party, the arbitral tribunal may examine (investigate) the corpus delicti or inspect the place or to empower an expert to do so. The parties must be informed in advance of the place and time of the examination, which may participate in this operation.

(9) The arbitral tribunal may disregard documents submitted by the parties if it considers that they have no probative value or are not relevant to the case, or may disregard the lately submitted evidence, if it finds that the party has not presented it earlier for un-founded reasons and its acceptance will delay the examination of the case.

(10) Any requests and any documents, as well as other evidence will be submitted, at the latest until the first arbitration hearing. Evidence which has not been required in these circumstances may no longer be relied on unless:

a) the need for evidence would emerge from the oral arguments; and

b) the administration of the evidence does not require the postponement of the resolution of the dispute.

Article 52. Requirements for written evidence

(1) Copies of the documents must correspond to the original, being duly certified. The arbitral tribunal may request any original document for viewing, verification, research.

(2) The translated documents are submitted together with the documents from which the translation was made. The arbitral tribunal may reject untranslated documents submitted by the parties as evidence.

(3) Electronic copies of written evidence must be certified by digital signature. Foreign official documents must be properly legalized.

Article 53. Witnesses

(1) Any person who has information about the circumstances which are relevant to the settlement of the dispute may be heard as a witness, whether or not that person was or is a party to the dispute, its administrator or representative.

(2) Witnesses may be involved in the examination of the dispute at the request of either party or at the initiative of the arbitral tribunal. The arbitral tribunal shall determine the order of the examination of the witness, taking into account the opinion of the parties, requiring that the evidence given be truthful and not be influenced by the parties to the arbitration proceedings or by third parties.

(3) Either party may request that the witness, on whose testimony the other party relies, be present at the oral hearing to be examined before the arbitral tribunal. If the witness does not appear without reason, the arbitral tribunal shall not consider his or her written testimony.

(4) The party who requested the witness to be examined must ensure that s/he is present at the hearing.

Article 54. Expertise

(1) Unless the parties have agreed otherwise, for the elucidation of issues arising during the arbitration process, which require special knowledge, the arbitral tribunal ex officio or at the request of either party may by a procedural order appoint an expert.

(2) If the expertise is appointed by the arbitral tribunal ex officio or at the request of one of the parties, the arbitral tribunal may:

a) appoint one or more experts to present a report on specific issues determined by the court. The expert or experts appointed must be independent and impartial in regard to the parties and their representatives, as well as to the arbitral tribunal;

b) to request from the parties to present to the expert the documents, evidence, other information, pertinent to the case, with the possibility to request the examination / research of the documents and evidence presented;

c) the parties may formulate questions that may be put forward to the expert with the approval of the arbitral tribunal, may request the realization of the expertise in a certain institution by a specific expert, to challenge the expert, to request the appointment of a repeated expertise.

d) the conclusion of the expert shall be submitted to the arbitral tribunal within the prescribed period (if not extended) in writing and shall contain conclusions on the issues raised. The Secretariat of the Arbitration Court shall send a copy of the conclusion of the expert to the parties and propose to state the opinion in writing on the conclusion.

e) the arbitral tribunal ex oficio or at the request of either party shall, if it deems it necessary, to ensure the presence of the expert at the arbitral hearing in order to answer the questions from the parties.

(3) The Party may appoint an expert on its own initiative to answer questions requiring special knowledge:

a) In this case, the party shall request the arbitral tribunal to involve such expert in the arbitration proceedings. In the application to the arbitral tribunal, the party must indicate:

i. name and surname of the expert, address, telephone number, fax, e-mail;
ii. information on the qualification of the expert;
iii. information on the expert's current and past relations (if they are or were present) with any of the parties;
iv. the object of the research by the expert;
v. the language in which the expert will submit the conclusions;
vi. other information deemed necessary by the party;

b) if the arbitral tribunal admits the request, the expert shall present his or her conclusions in writing;

c) either party may request that the expert appear at the oral hearing to be examined before the arbitral tribunal. The arbitral tribunal shall fix the date, time and order of the hearing.

(4) Depending on the law applicable to the dispute, either party or the arbitral tribunal ex oficio may appoint a legal expertise to elucidate some legal issues important for the correct resolution of the case.

Article 55. Refusal to invoke procedural violations

If during the resolution of the dispute none of the parties to the dispute has invoked any violation of the arbitration procedure of these Rules, within at the most 5 days from the moment they found out or should

have known about such violation, the parties shall be deemed to have refused the right to invoke procedural violation as a ground of challenge.

Article 56. Interruption of oral arguments

The arbitral tribunal may order that the oral arguments be suspended for a reasonable period of time if there is a need for the parties to present new evidence or additional documents not previously requested, including at case management conferences. Oral arguments shall be interrupted by a reasoned procedural order, which shall be made communicated to the parties under signature.

Article 57. Suspension of the arbitration procedure

At the request of either party, the arbitral tribunal may decide to suspend the arbitral procedure for a period of up to three months, if the parties need to take certain steps to settle the dispute amicably or to verify positions which would contribute to an as objective as possible resolution of the dispute. In this case, the arbitral tribunal shall issue a reasoned procedural order, which shall be made communicated to the parties under signature.

Article 58. Leaving the request without examination

(1) If the normal conduct of the arbitration is prevented by the fault of the Claimant, by failing to comply with the obligations laid down in these Rules, the Secretariat shall notify it in writing, indicating its obligations, the deadline for their fulfilment, as well as the consequences of non-compliance.

(2) If the Claimant does not answer or does not comply with its obligations within the established term, the dispute shall be left without examination by the decision of the President of the Arbitration Court, or procedural order of the arbitral tribunal, without the refund of the arbitration fee.

(3) If the Claimant waives the claim, the request is left without examination, unless the Respondent asks it to explain the claim.

Article 59. Minutes of the hearing

(1) The arbitral tribunal shall ensure that the minutes of the hearing are kept.

(2) The minutes shall contain:

a) the name of the Arbitration Court, the name of the arbitrator or arbitrators;

b) the date and place of the hearing;

c) data about the parties and their representatives;

d) data about other participants in the process;

e) brief description of the hearing;

f) the requests and demarches of the parties;

g) explanations of the parties and other participants in the process;

h) the signature of the sole arbitrator or of the president of the arbitral tribunal.

(3) The minutes shall be drawn up by the secretary of the hearing. The parties have the right to read the contents of the minutes and to receive a copy.

Article 60. Closing of oral arguments

(1) The arbitral tribunal will close the oral arguments when it considers that the circumstances of the case are sufficiently elucidated and the parties have reasonably benefited from the opportunity to present their defences and arguments, including in pleadings:

a) the pleadings consist of the speeches of the Claimant, the Respondent and their representatives, in which they set out their conclusions and positions after the finalization of the oral arguments;

b) the arbitral tribunal shall determine the order in which the pleadings are presented, taking into account the views and proposals of the parties;

c) the participants in the process may submit their pleadings in writing. They do not have the right to appeal in their speeches to circumstances not examined or not clarified by the tribunal;

d) after the pleadings, the parties have the right to reply to the arguments exposed in the speeches. Respondent and its representative have the right of the last word;

(2) In exceptional and always reasoned circumstances, the arbitral tribunal may restart the examination.

Article 61. Term of arbitration

(1) Unless otherwise agreed by the parties, the arbitral award shall be rendered within a maximum of 3 months from the date of the constitution of the arbitral tribunal.

(2) The term is suspended during the following events:

a) the examination of the request for challenge;

b) the examination of incidental requests, addressed to the court;

c) the suspension of the arbitration procedure or interruption of oral arguments based on legal provisions;

d) the performing an expertise ordered by the arbitral tribunal.

(3) The parties may agree to the extension of the arbitration period either in writing or by oral statement, given before the arbitral tribunal and recorded in the procedural order of the hearing.

(4) The arbitral tribunal may order, by a procedural order, if it is found that one of the parties is obstructing the conduct of the arbitration proceedings, or for other good reasons, the extension of the arbitration period.

(5) The term is fully extended by 3 months in case of winding up of the legal person or death of one of the parties.

(6) The party who, due to its own attitude, caused the delay in resolving the arbitration dispute, cannot rely on exceeding the deadline for resolving it.

(7) The passing of the time limits provided for in this Article may not constitute a ground for the nullity of the arbitration.

Chapter IX. SIMPLIFIED PROCEDURE

Article 62. Peculiarities of the simplified arbitration procedure

(1) The examination of the case by the simplified procedure shall take place when the parties have provided for this method in the arbitration agreement or when they subsequently agreed.

(2) The agreement of the parties on the simplified procedure is possible no later than the submission of the statement of defence to the request for arbitration.

(3) Unless otherwise agreed by the parties, the same provisions of these Rules shall apply to the simplified arbitration procedure, with the following exceptions:

a) the removal of the deficiencies from the arbitration request will be done within 3 days from the date of receiving the communication;

b) the copy of the request for arbitration and the copies of all documents attached to it, these Rules and the List of arbitrators shall be sent within 3 days from the date of receipt of the request for arbitration;

c) the Respondent must submit the statement of defence to the request for arbitration within 3 days from the date of receipt of the request for arbitration. The counterclaim may be filed within the same period;

d) In addition to the request for arbitration and the attached documents, the statement of defence to the request for arbitration and the attached documents, the counterclaim and the objections thereto, with the attached documents, originally submitted, additional documents shall be filed only if the Arbitration Court or the arbitral tribunal find it appropriate.

e) the examination of the case will take place only on the basis of written evidence, without hearings, if neither party, without undue delay, so requests or the arbitral tribunal, taking into account the circumstances of the case, will not consider it appropriately to conduct the arbitration proceedings.

f) in the case of the oral procedure, the parties will be notified 5 days before the hearings, indicating in the service the date, time and place of the examination of the case, even if the simplified procedure will be carried out by videoconference;

g) the arbitral tribunal shall be composed of a sole arbitrator, unless otherwise agreed by the parties. If the parties have not appointed the sole arbitrator within 3 days, she or he shall be appointed by the President of the Arbitration Court.

h) if the arbitral tribunal is composed of three arbitrators, and if a party does not appoint the arbitrator within 10 days after the notification of the Arbitration Court, she or he shall be appointed by the President of the Arbitration Court, as well as in the case the two arbitrators have not selected the presiding arbitrator;

i) the arbitral tribunal shall render the award within 15 days of the date on which the examination of the case is concluded and shall be referred immediately to the parties.

(4) Taking into account the complexity and other specific circumstances of the case, including the modification or completion by the parties of the claims, the arbitral tribunal may consider it inappropriate to examine the case through the simplified procedure. Until the constitution of the arbitral tribunal, such a decision may be taken by the President of the Arbitration Court.

(5) Through a simplified arbitration procedure, the arbitral tribunal may resolve disputes within other constrained time limits, if the parties have reached such an agreement and shall cooperate in this regard, as well as through other dispute resolution arrangements, such as the mini-trial (an appearance to state their positions on the dispute between the parties or their representatives) or by conducting an expertise (if the cause of the dispute is the quality of the goods delivered or services rendered) organized by the constituted arbitral tribunal.

(6) Such proceedings shall end with the issuance of the binding arbitral award for the parties immediately after the conclusion of the examination of the case.

Chapter X. ARBITRAL AWARD

Article 63. Award of the arbitral tribunal on the merits

(1) After the closure of the oral arguments, the arbitral tribunal shall proceed to the issuance of the arbitral award. The issuance of the arbitral award falls exclusively within the jurisdiction of the arbitral tribunal that examined the case.

(2) The arbitral award shall be in writing. The arbitral tribunal shall decide on the issues referred to the merits by award. If the arbitration procedure is terminated without deciding on the issues submitted for resolution, such termination shall be in form of an award. If the parties have concluded a settlement of the dispute, the arbitral tribunal may, at the request of the parties, confirm it through an award. Other dispositions of the arbitral tribunal which are not inserted in award shall be issued in the form of a procedural order.

(3) The arbitral tribunal may, at the request of one of the parties, rule on whether it considers it appropriate to make a separate arbitral award on a particular issue or on a part of the claims, including the partial acceptance of claims.

(4) Such an award shall have the same legal force as any other arbitral award rendered on the merits of the dispute.

Article 64. Settlement

(1) If, during the arbitration proceedings, the parties settle the dispute amicably, the arbitral tribunal shall cease to conduct of the proceedings at the request of the parties, and in the absence of objections on its part, approves the transaction in the form of an arbitral award, according to the conditions agreed by the parties, stating that it is an arbitral award, issued in accordance with the requirements indicated in Art. 67 of these Rules.

(2) The conditions agreed by the parties must be lawful and the arbitral award adopted under these conditions must be enforceable and not prejudice the interests of third parties.

Article 65. Deliberation

(1) The issuance of an arbitral award shall be preceded by a deliberation.

(2) The deliberation takes place in secret meeting with the participation of all arbitrators.

(3) The deliberation may also be carried out by means of distance communication which can ensure the secrecy of the deliberation.

(4) The deliberation takes place immediately after the closure of the oral arguments.

Article 66. Reopening of examination

If, in the course of the deliberation and before the arbitral award is issued, the arbitral tribunal considers that further clarifications are necessary, in exceptional circumstances, the dispute may be reopened for examination by a reasoned procedural order for further oral argument, setting a new time limit for arbitration, with the servicing of the parties under the condition of compliance with the terms of arbitration.

Article 67. Reaching of the award

(1) If the dispute has been examined by an arbitral tribunal composed of several arbitrators, the award shall be reached by a majority of votes.

(2) If an opinion does not obtain a majority of votes, the award shall be reached by the chairman of the arbitral tribunal.

(3) The arbitrator who does not agree with the reached award has the right to issue a separate opinion, which is communicated to the parties and attached to the arbitral award.

(4) The arbitral tribunal may postpone the reaching the arbitral award by notifying the parties of the need for further arguments.

Article 68. Content of the award

(1) The arbitral award shall be in writing and shall contain:

a) the full name of the Arbitration Court, the name of the arbitrator or the nominal composition of the tribunal, the place and date of the issuance of the award;

b) the names of the parties, their representatives and the other participants in the process;

c) mention of the arbitration agreement pursuant to which the arbitration proceedings took place, the applicable law;

d) the subject matter of the dispute, the claims and objections of the parties;

e) the factual and legal circumstances of the case established by the arbitral tribunal, and in the case of arbitration based on ex aequo et bono or as amiable compositeur, the reasons underlying the solution;

f) the arbitral award shall be reasoned, except in cases where the parties have agreed otherwise, indicating the conclusions regarding the acceptance or rejection of the claim;

g) the amounts of arbitration expenses and fees and their distribution between the parties;

h) the signatures of the arbitrators.

(2) If any of the arbitrators cannot sign the arbitral award, the President of the Arbitration Court shall certify this circumstance by indicating the reasons for the lack of signature.

Article 69. Issuance of the award

(1) After deliberation, the arbitral tribunal shall issue the operative part of the award. The reasoned full arbitral award shall be sent to the parties within 15 days.

(2) The President of the Arbitration Court may extend the term for issuing and drafting the arbitral award on the basis of a justified request from the arbitral tribunal.

(3) The arbitral award shall be deemed to have been issued at the seat of arbitration, unless otherwise provided in the arbitration agreement.

(4) The transmission of the arbitral award may be conditioned by the full payment of the arbitration expenses.

Article 70. Rectification and interpretation of the award. The additional award

(1) If, within 15 days of the date of the reaching of the arbitral award, unless the parties have not agreed on another time limit:

a) either party may request the arbitral tribunal, with the notification of the other party, to rectify errors of calculation, typographical errors or any other similar errors in the arbitral award;

b) the interested party may request the arbitral tribunal, with the mandatory notification of the other party, to interpret a point or part of the arbitral award, if the parties have agreed to do so.

If the arbitral tribunal considers the request to be justified, it shall, within 15 days of the date of receipt of the request, make the requested rectification or interpretation. Such an interpretation becomes an integral part of the arbitral award.

(2) The arbitral tribunal may rectify ex officio, within 15 days from the date of reaching of the award, any errors similar to those provided in paragraph (1) let. a).

(3) Unless otherwise agreed by the parties, either party may, within 15 days of the date of issuance of the arbitral award, with the notification of the other party, request the arbitral tribunal to issue an additional award on the additional claims raised in the arbitration proceedings, but omitted in the arbitral award. If it considers that the request is justified, the arbitral tribunal shall issue an additional arbitral award within 15 days of the date of receipt of the request.

(4) If it considers it necessary, the arbitral tribunal may extend the time limit for making rectifications, interpreting or issuing the additional arbitral award in accordance with paragraph (1) or (3).

(5) The rectification and interpretation of the arbitral award, as well as of the additional arbitral award, shall rendered under the conditions of art. 67. The parties shall not incur any additional costs related to the completion or rectification of the arbitral award.

Article 71. Effects of the arbitral award

The arbitral award, including the additional award of rectification and interpretation submitted to the parties, is final and binding and has the effects of a final judgment.

Chapter XI. TERMINATION OF THE ARBITRATION PROCEEDINGS

Article 72. Termination of the arbitration proceedings

(1) The arbitration proceedings shall end with the issuance of the final arbitral award.

(2) The mandate of the arbitral tribunal shall end once the arbitration proceedings have been terminated, except in the cases provided for in these Rules.

Article 73. Procedural order of termination of the arbitration proceedings

(1) The arbitration proceedings shall be terminated without an arbitral award in the following cases:

a) pending the constitution of the arbitral tribunal, the arbitration proceedings is terminated by the decision of the President of the Arbitration Court, in cases where:

i. Claimant withdraws its claims;
ii. the parties agreed to terminate the arbitration proceedings;
iii. the parties or one of the parties have not paid the fees within the prescribed period;
iv. Claimant did not remove the deficiencies in the request for arbitration within the provided time limit;
v. failure of the Claimant to submit the documents necessary for the conduct of the arbitration proceedings, as well as the information necessary for the organization of the arbitration proceedings (such as postal address or e-mail, or change of address of both the Claimant and the Respondent, etc.);
vi. the arbitration procedure for certain cases has become impossible;

b) the arbitral tribunal issue the procedural order to terminate the arbitration proceedings, in cases where:

i. the arbitral tribunal finds that it does not have jurisdiction on the dispute;
ii. the Claimant withdraws its claims, unless the Respondent raises objections and the arbitral tribunal recognizes that the Respondent has a legitimate interest in the final resolution of the dispute;
iii. the parties agreed to terminate the arbitration proceedings;
iv. the arbitral tribunal finds that, for certain reasons, the continuation of the arbitration proceedings has become unnecessary or impossible, in particular in the absence of the necessary conditions for the examination and resolution of the dispute on the merits, including when, due to the Claimant's inaction, the case remains unresolved for more than 3 months;
v. the parties or one of the parties have not paid the arbitration costs within the prescribed time limits;

(2) When issuing the Procedural order for the termination of the arbitration procedure, the provisions of these Rules regarding the issuance of arbitral awards shall be taken into account.

(3) The issuance of the procedural order on the termination of the arbitration proceedings, without issuing an award, does not deprive the Claimant of the right to submit a new request for arbitration to the Arbitration Court in accordance with the general provisions.

Chapter XII. FINAL PROVISIONS

Article 74. Setting aside of the arbitral award

(1) The arbitral award may be set aside in court only by submitting a request for setting aside, in accordance with the provisions of art. 31 of Law no. 23-XVI of 22.02.08 on arbitration, as well as with the provisions of Chapter XLIII of the Code of Civil Procedure, insofar as the latter do not contradict the provisions of the said law.

(2) The request may be submitted within 3 months from the date of receipt of the award by the party submitting the request.

Article 75. Resuming of arbitral examination of the dispute

(1) In the process of examining the request for setting aside of the arbitral award, the court is entitled, if it deems it necessary and at the request of one of the parties, to postpone the examination of the application for a certain period in order to give the arbitral tribunal the possibility to resume the arbitral procedure or to take other actions, which in the opinion of the arbitral tribunal, will allow the removal of the grounds for setting aside of the arbitral award.

(2) If, following the setting aside request, the arbitral award has been set aside and the interested party requests the resuming of the examination of disputes by the Arbitration Court by decision of either the previously constituted arbitral tribunal or the President of the Arbitration Court, the case shall be re-examined, provided the dispute remains arbitrable.

(3) The re-examination of the dispute will be carried out by the previously constituted arbitral tribunal, only if the parties continue to give it a vote of confidence. Otherwise, at the request of the parties, a new composition of the arbitral tribunal shall be constituted in accordance with the general provisions of these Rules.

Article 76. Compliance with the arbitral award

(1) The arbitral award shall be final and binding upon the parties from the date of its reaching or from another date specified in the award and shall be complied with voluntarily within the prescribed period.

(2) The arbitral award not complied with voluntarily within the established term is subject to enforcement, in accordance with the legislation in force of the Republic of Moldova.

Article 77. Liability of arbitrators

(1) The arbitrators are liable for damages under the law, if:

a) after acceptance, unjustifiably renounce their powers;

b) do not participate without justified reason in the resolution of the dispute, or do not issue the award within the term established in the Rules;

c) do not respect the confidentiality of the arbitration, publishing or disclosing data of which they become aware as arbitrator, without the authorization of the parties;

d) flagrantly violates their obligations.

(2) The procedure of liability of arbitrators shall be exercised by the Arbitration Court.

(3) In case of crime, the arbitrator may be held criminally liable in accordance with the provisions of the Criminal Code of the Republic of Moldova.

Article 78. Arbitration fees and expenses

(1) Arbitration expenses may include: registration fees, arbitration fees, the costs of administering evidence, translating documents and oral argument, the travel expenses of parties, arbitrators, witnesses, experts and advisers, and other expenses necessary to arbitrate the dispute.

(2) The arbitration fee covers the services provided by the Arbitration Court in the organization and conduct of arbitration.

(3) Arbitration expenses are established and paid according to the Regulation on arbitration fees and expenses for the settlement of domestic civil and commercial disputes, approved by the Council of the Chamber of Commerce and Industry of the Republic of Moldova, which is an integral part of these Rules.

(4) If the arbitration fee and the other arbitration expenses are not paid according to these norms, the respective shall leave the request of arbitration or the arbitration without movement.

(5) The costs of the arbitration shall be borne by the agreement of the parties.

(6) In the absence of such an agreement, the costs of the arbitration shall be borne by the losing party, in full, if the request for arbitration is granted in its entirety. If the request for arbitration is admitted in part, the arbitration fee will be distributed according to the admitted claims. The arbitral tribunal shall award the other costs in so far as it considers that they are justified, depending on the circumstances of the case.

(7) The arbitral tribunal may, on request, oblige the party on whose fault the other party has incurred unnecessary expenses, to pay them, as damages.

Article 79. Filing of the file

(1) The Arbitration Court shall store and keep the arbitration files in its archives for 10 years.

(2) At the request of the court, copies of the materials in the file are made available according to the provisions of art. 479 para. (2) and art. 484 para. (2) of the Code of Civil Procedure of the Republic of Moldova.

Article 80. Implementation of these Rules

(1) These Rules shall enter into force on 01 January 2021 and is published on the web page of Arbitration Court (*www.arbitraj.chamber.md*.)

(2) From the date of entry into force of these Rules, the previous Rules on the domestic arbitration procedure of the Arbitration Court under the Chamber of Commerce and Industry of the Republic of Moldova are repealed.

(3) In resolving disputes within the jurisdiction of the Arbitration Court, the arbitral tribunals shall apply these Rules of the Arbitration Court, regardless of the time of the conclusion of the arbitration agreement, unless the parties have agreed otherwise.

Article 81. Annexes

The following Annexes form an integral part of these Rules:

Annex 1. Recommended arbitration clause.

Annex 2. Regulation on arbitration fees and expenses of domestic arbitration procedure.

Annex 3. Declaration of acceptance of powers.

Annex 4. Regulation on the independence and impartiality of arbitrators.