

**REGULATIONS
ON SUPREME ARBITRATION COURT
ESTABLISHED BY THE FRANCO-RUSSIAN CHAMBER OF COMMERCE AND
INDUSTRY**

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I. GENERAL PROVISIONS

§ 1. Supreme Arbitration Court

1. Supreme Arbitration Court is a permanent arbitration court, formed under the Federal Law "On arbitration courts in the Russian Federation" dated 24.07.2002 No. 102-FZ.

The arbitration proceedings shall be conducted under the principles of legality, confidentiality, optionality, adversarial proceedings and equality of the parties.

In its efforts to settle the disputes the Supreme Arbitration Court is independent and is governed by the Constitution, federal constitutional laws, federal laws and decrees of the President of the Russian Federation, regulations of the Government of the Russian Federation, regulatory legal acts of the federal executive authorities, regulatory legal acts of the constituent entities of the Russian Federation and the local government authorities, international agreements of the Russian Federation and by other regulatory legal acts in force in the territory of the Russian Federation.

The Supreme Arbitration Court is independent of the government authorities, non-governmental organizations, officials and individuals, as well as of the organization the Supreme Arbitration Court is established at. In examination and resolution of a case every arbitrator is based on its own internal beliefs, is independent of the opinions of other arbitrators involved in the proceedings, as well as of the conclusions given by different persons during the proceedings. The arbitrator is independent and impartial. In its efforts to award justice the arbitrator is not held accountable to anyone. Nobody can interfere in adjudgement, compel the arbitrators to award any decisions.

Should any international agreement of the Russian Federation stipulate other rules than those stipulated by law, the rules of the international agreement shall prevail.

The Supreme Arbitration Court shall award judgment in accordance with the terms of the agreement and taking into account the customary business practice.

2. The seat of the Supreme Arbitration Court is Moscow.

3. The Supreme Arbitration Court guarantees the application of the present Regulations for each case.

§ 2. Competence

1. Each Arbitration court is formed under the auspices of the Supreme Arbitration Court for each proceedings in a case

2. Upon mutual agreements of the parties the Arbitration Court can examine: Any dispute arising out of civil relations, unless otherwise provided by the federal law. Civil-law relations, disputes arising out of which may be referred to arbitration, include, inter alia, the relations in respect of sale and purchase (supply) of the goods, execution of works, provision of services, exchange of the goods and (or) services, transportation of the goods and passengers, trade representation and intermediary, rent (leasing), scientific and technical exchange, exchange of other results of creative activity,

construction of industrial and other objects, licensing transactions, investments, credit and settlement transactions, insurance, joint entrepreneurship and other forms of industrial and business cooperation.

3. The Arbitration Court examines disputes subject to the existence of a written agreement between the parties on the transfer of the dispute having arisen or may be arisen to the court.

4. The Arbitration Court shall independently decide on availability or absence of the competence to consider the dispute transferred for its resolution, including the cases where one of the parties is against of the arbitration proceedings by reason of absence or invalidity of the arbitration agreement. For this purpose, the arbitration agreement concluded in a form of a clause to the contract shall be treated as an agreement independent of the other terms of the contract. The conclusion of the Arbitration Court that the contract containing the clause is invalid does not entail invalidity of the clause by virtue of law.

5. Making the decision on the merits of the dispute is the exclusive competence of the arbitral panel for a particular case.

II. ORGANIZATIONAL BASIS OF ACTIVITIES

§ 3. Arbitrators

1. A candidate for appointment to the arbitration shall meet the requirements established by the Federal Law "On arbitration courts in the Russian Federation" dated 24.07.2002 No. 102-FZ.

2. The arbitral panel shall be composed by appointment of the arbitrators for a period of 3 years by the Chairman of the Supreme Arbitration Court. The list of arbitrators is binding on the parties.

Unless otherwise is provided by the agreement between the parties, the case may be examined by a sole arbitrator.

The procedure of composition of the arbitral panel is determined by the Federal Law "On arbitration courts in the Russian Federation". The Chairman shall draw up a Protocol of appointment of judges.

§ 4. The Chairman and Deputy Chairmen of the Supreme Arbitration Court

1. The Chairman of the Supreme Arbitration Court and his deputy are appointed by the Director General of the CCI France Russie for a period of 5 years.

2. If upon expiration of this period no reappointment was made in respect of the Chairman of the Arbitration Court and his deputy, the previously appointed Chairman of the Arbitration Court and his deputy shall continue to exercise their powers until such reappointment.

3. The same person can not act as the Chairman of the Arbitration Court for more than three successive terms.

4. The Chairman of the Arbitration Court shall perform its functions within the scope of its competence under these Regulations, act on behalf of the Arbitration Court within the territory of the Russian Federation and abroad.

5. Functions of the Deputy Chairman of the Arbitration Court are determined by the Chairman of the Arbitration Court. In the absence of the Chairman of the Arbitration Court its functions are performed by the Deputy Chairman of the Arbitration Court.

§ 5. Court registry

1. The court registry shall perform the functions necessary to ensure the activity of the Arbitration Court in accordance with these Regulations, including arrangement of record keeping of the disputes under consideration of the Arbitration Court. All correspondence between the parties and the Arbitration Court shall be maintained through the court registry.



2. Performing the functions related to examination of the cases in the Arbitration Court the Secretary is governed by these Regulations and is reported to the Chairman of the Arbitration Court.

III. INITIATION OF ARBITRATION PROCEEDINGS

§ 6. Filing of a claim

1. The arbitration proceedings are commenced with filing of a claim to the Supreme Arbitration Court.

2. The date of claim filing shall be the date of its delivery to the Supreme Arbitration Court, or the date of a stamp of the postal authority at the place of departure, if sent by mail.

§ 7. Content of a claim statement

1. The claim statement shall include :

- 1) date of the claim statement;
- 2) names and places of business of entities which are parties to the arbitration proceedings; surnames, names, patronymics, dates and places of birth, places of residence and places of employment of individual entrepreneurs being parties to the arbitration proceedings;
- 3) justification of the competence of the Arbitration Court;
- 4) plaintiff's demands;
- 5) grounds of the plaintiff's demands;
- 6) evidences supporting the grounds of the plaintiff's demands;
- 7) amount of the claim;
- 8) amount of arbitration charge;
- 9) the list of the documents attached to the claim statement and other files;
- 10) signature of the plaintiff.

The following should be attached to the claim statement:

- a) a copy of the document containing the agreement of the parties to refer the case to the Arbitration Court;
- b) documents supporting the claims;
- c) a copy of the document confirming the payment of the arbitration charge.

2. The claim statement shall be signed by the authorized person together with documented confirmation of its authorities.

3. A copy of the claim statement shall be delivered to the defendant.

4. The claim statement shall include the information regarding the composition of the arbitral panel, if it appears from the agreement of the parties.

§ 8. The amount of the claim

1. The amount of the claim shall be determined as:

a) in claims for recovery of the monetary funds – the amount claimed, for recovery of the interests being accrued – the amount calculated on the date of the claim submission;

b) in claims for withdrawal of the property – the value of the property claimed;

c) in claims for recognition or transformation of legal relations – the value of the subject of legal relations at the moment of the claim submission;

d) in claims for certain actions or omission to act – on the basis of available data on the property interests of the plaintiff.

The plaintiff is obliged to indicate in the claim statement the claim amount even if his claim or a part of the claim is of a non-monetary nature.

2. In claims consisting of several demands the amount of the claim is determined by the total amount of all demands.

3. The amount of the claim does not cover the demands for recovery of arbitration charges and expenses, as well as the costs of the parties.

4. If the plaintiff has not determined or incorrectly determined the amount of the claim, the Arbitration Court on its own initiative or upon request of the defendant determines the amount of the claim on the basis of the available data.

§ 9. Correction of the claim statement

1. If the claim statement is submitted without complying with the requirements of clause 1 § 7 and § 13 of these Regulations, the Secretary of the Arbitration Court may request the plaintiff to rectify any identified deficiencies within the time specified, usually not exceeding one month from the date of receipt of the request.

2. If the plaintiff, in spite of the request to rectify the deficiencies of the claim statement does not rectify them within the time specified and insists on proceedings, the Arbitration Court shall make a decision or a judgment to terminate the proceedings.

3. If the claim statement contains the demands based on several contracts, it will be receivable upon availability of the arbitration agreement covering all these demands.

§ 10. Response to the claim

1. The Secretary of the Arbitration Court shall notify the defendant of submission of the claim statement and shall send him a copy of the claim statement and the documents attached thereto after receipt of the required number of them.

2. Simultaneously, the Secretary of the Supreme Arbitration Court offers the defendant to submit a response to the claim statement within the period not exceeding thirty days from the date of receipt of a copy of the claim statement.

3. The response to the claim statement shall include :

- a) name, postal address, phone and fax numbers and email of the defendant;
- b) the defendant's statement of admission or objection to the claims;
- c) statement of the facts being the grounds for the defendant's position;
- d) evidences confirming such circumstances;
- e) justification of the defendant's position with regard to the applicable law;
- f) the list of the documents attached to the claim statement;

4. Response to the claim statement shall be signed by an authorized person jointly with a documented confirmation of its authorities.

§ 11. Counterclaim and a claim for the purpose of a set-off

1. Within the period specified in paragraph 2 § 10 of these Regulations, the defendant is entitled to file a counterclaim or a claim for the purpose of a set-off in the case of availability of the arbitration agreement covering such a claim or demands along with the requirements under the initial claim.

If the arbitration proceedings are delayed as a result of unreasonable delay by the defendant to file a counterclaim or a claim to offset, the compensation of additional costs as well as costs of the other party due to this delay may be imposed on the defendant.

The arbitral panel may prohibit filing a counterclaim or a claim for offset with regard to this delay.

2. The counterclaim shall comply with the relevant requirements of clause 1 § 7 of these Regulations.

§ 12. Costs of arbitration proceedings

1. When filing a claim or a request for claim securing the plaintiff shall pay the registration fee. The claim or the request shall not be deemed to be submitted before registration fee payment.

2. For each claim submitted the plaintiff shall pay an advance of an arbitration charge. The amount of the advance paid by the plaintiff shall include the registration fee.

3. The case will be suspended until full payment of the advance of the arbitration charges.

4. The amount of the registration fee and arbitration charges, the procedure of payment and allocation, as well as the procedure of covering the other costs under the



arbitration proceedings are established by the Regulations on arbitration charges and expenses, which is an integral part hereof.

IV. SUBMISSION AND TRANSFER OF THE DOCUMENTS

§ 13. The procedure of submission of the documents

All documents relating to the commencement and execution of the arbitration proceedings shall be submitted by the parties to the Supreme Arbitration Court in six copies, and in the case of a single arbitrator dispute consideration – in four copies with a respective increase of the number of copies, if more than two parties take part in the dispute, unless otherwise is determined by the Arbitration Court.

§ 14. Forwarding and delivery of the documents

1. The Arbitration Court shall send each party to the case the documents according to the addresses indicated by the party being the addressee, or by another party. The parties shall immediately inform the Arbitration Court of any changes in the addresses previously specified.

2. All documents submitted by one of the parties to the Supreme Arbitration Court shall be forward by the Arbitration Court to the other party, if these documents were not submitted by that party to the other one in the course of the arbitration. The parties shall also be provided with any expert opinions or other documents of evidential significance which may be a basis for the judgment.

3. The claim statements, claim presentations, summons letters, judgments and decisions are sent by a registered letter with acknowledgment of receipt or by any other means of communication which provides a record of the attempt to deliver the relevant document.

4. Other documents may be sent by registered or ordinary mail and notifications may also be transmitted by telegraph, telefax, e-mail or by any other means of communication which provides a record of the relevant document.

5. Any of the above documents may likewise be delivered personally against a receipt.

6. Should the party appoint a representative, the documents shall be sent or delivered to that representative, unless the party has notified the Arbitration Court otherwise, shall be deemed to be sent or delivered to that party.

V. ARBITRAL PANEL

§ 15. Composition of the arbitral panel

1. In the absence of the agreement between the parties to the contrary, the panel shall be composed in accordance with clauses 2 - 9 of this paragraph.

2. The arbitral panel is composed of a single arbitrator, if taking into account the complexity of the case, the amount of the claim, the parties' agreement or other circumstances, the Chairman of the Court does not decide in its sole discretion, that the case shall be settled by three arbitrators.

3. If the panel is composed of three arbitrators, the plaintiff shall within 15 days after receipt of the notice from the Arbitration Court announce the elected the arbitrator and the substitute arbitrator, if the plaintiff has not made his choice earlier.

4. If the plaintiff fails to elect the arbitrator and the substitute arbitrator within the period specified in clause 3 of this paragraph, the arbitrator and the substitute arbitrator shall be appointed by the Chairman of the Arbitration Court.

5. If the panel is composed of three arbitrators, the defendant shall within 15 days after receipt of the notice from the Arbitration Court on election or appointment of the elected arbitrator and the substitute arbitrator by the plaintiff, announce his choice of the elected arbitrator and the substitute arbitrator.

6. If the defendant fails to elect the arbitrator and the substitute arbitrator within the period specified in clause 5 of this paragraph, the arbitrator and the substitute arbitrator shall be appointed by the Chairman of the Supreme Arbitration Court.

7. In forming the arbitral panel of three arbitrators the Chairman of the arbitral panel and the substitute Chairman of the arbitral panel are appointed by the Chairman of the Arbitration Court among the arbitrators included in the list of the arbitrators.

8. If the panel is composed of three arbitrators, then in the presence of two or more plaintiffs or defendants both the plaintiffs and the defendants shall elect only one arbitrator and one substitute arbitrator.

Should the plaintiffs and the defendants fail to come to an agreement, the arbitrator and the substitute arbitrator shall be appointed by the Chairman of the Supreme Arbitration Court. The Chairman of the Supreme Arbitration Court shall be entitled to appoint the arbitrator and the substitute arbitrator also on behalf of the other party.

9. If the case is examined by a single arbitrator, the single arbitrator and the substitute single arbitrator are appointed by the Chairman of the Supreme Arbitration Court among the arbitrators included in the list of the arbitrators.

10. The functions of the arbitral panel and its Chairman stipulated in these Regulations also apply to the single arbitrator.

§ 16. Arbitrator disqualification

1. Each party has the right to declare disqualification of an arbitrator if there are circumstances giving rise to reasonable doubts in respect of his impartiality or independence, particularly, if it can be assumed that he is personally, directly or indirectly biased. Besides disqualification may be declared in the case when the arbitrator has not sufficient qualification agreed by the parties.

A written statement of disqualification from the party containing its grounds shall be submitted to the Arbitration Court within 15 days since the party has become aware of the composition of the arbitral panel or since the party has become aware of circumstances that may become the grounds for disqualification. Should the party fail to declare of disqualification within the specified period, the party shall be deemed to have waived its right to declare such disqualification.

2. If the person being disqualified does not refuse to accept the nomination, or another party does not agree with such disqualification, the issue of disqualification of a arbitrator shall be resolved by the Chairman of the Arbitration Court

The Chairman of the Arbitration Court may, at its own initiative, decide on disqualification of a arbitrator on the grounds referred to in clause 1 of this paragraph.

3. The provisions of clauses 1 - 2 of this paragraph shall also apply to a arbitrator, elected or appointed as a substitute.

4. On the same grounds as set forth in clause 1 of this paragraph the disqualification may be applied to the court reporter, expert and translator, taking part in the proceedings. In this case, the issue of disqualification is resolved by the arbitral panel.

§ 17. Termination of arbitrator authorities for other reasons

1. If the arbitrator is legally or actually unable to perform his functions or does not perform his functions for other reasons without undue delay, his authorities may be terminated by agreement of the parties.

2. In other cases where disagreements remain with respect to any of the grounds specified in clause 1 of this paragraph, each of the parties may apply to the Chairman of the Arbitration Court to resolve the issue of termination of authorities of the arbitrator.

The Chairman of the Arbitration Court is entitled, at its own initiative, to decide on termination of the arbitrator authorities on the grounds referred to in clause 1 of this paragraph.

3. Making a decision on disqualification of the arbitrator or on the termination of his authorities for other reasons the Chairman of the Arbitration Court is not obliged to explain his decision.

4. Self-disqualification of the arbitrator or mutual consent of the parties to terminate his authorities in accordance with clause 1 of this paragraph or clause 1 § 16

do not imply recognition of any of the grounds referred to in clause 1 of this paragraph or clause 1 § 16 of these Regulations.

§ 18. Changes to the arbitral panel

1. If a arbitrator was disqualified or may not take part in the proceedings for other reasons, it is replaced by a corresponding substitute arbitrator. In the cases where such replacement is not possible, the new arbitrator shall be appointed or elected in accordance with these Regulations. If the arbitrator was appointed by the Arbitration Court, the new one should be also appointed by the Supreme Arbitration Court. If the arbitrator elected by the party was disqualified or his authorities were terminated for other reasons, the Supreme Arbitration Court should be entitled to make a new appointment.

The provisions of this clause shall apply unless the parties otherwise agree.

2. If necessary, and taking into account the opinions of the parties, the modified composition of the arbitration court may reconsider the issues have been already discussed at the previous hearings of the case before the replacement.

3. If the issue of changes in the arbitral panel arises after the end of hearings, the Chairman of the Supreme Arbitration Court, taking into account the opinions of the members of the arbitral panel retaining their authorities, of the parties and based on the circumstances of the case may take a decision to complete the proceedings with the remaining arbitral panel.

VI. CONDUCT OF ARBITRATION PROCEEDINGS

§ 19. General principles of proceedings

The parties and their representatives shall exercise their procedural rights in good faith, prevent abuse of these rights and comply with the deadlines for exercise.

§ 20. The seat of arbitration

1. The seat of arbitration proceedings is Moscow.

2. The parties may agree to hold hearings elsewhere. In this case, all additional expenses incurred in connection with the hearing outside Moscow, are assigned to the disputing parties.

3. Upon agreement with the Secretary of the Arbitration Court the arbitral panel may, if necessary, hold hearings and other meetings elsewhere, outside Moscow.

§ 21. Language of arbitration

1. The arbitration proceedings are conducted in Russian. Upon agreement of the parties the arbitral panel may conduct the arbitration proceedings in another language.

2. Documents relating to the arbitration proceedings shall be submitted by the parties in the language of the arbitration proceedings, or in the language of the contract, or in the language of the correspondence between the parties. Written evidences are submitted in the original language.

The Arbitration Court at its own discretion or at the request of the party may request from the other party to translate the documents submitted, including written evidences, into the language of the arbitration proceedings, or to arrange the translation at its expense.

4. At the request of the party and at its expense the Arbitration Court may provide it with the services of an interpreter at the oral hearing.

§ 22. Duration of a case examination

The Arbitration Court shall take measures to ensure that the examination of the case was completed within a period not exceeding 180 days from the date of formation of the arbitral panel. The Chairman of the Arbitration Court may, if required, at the request of the arbitral panel or on its own initiative, extend the specified period.

§ 23. Confidentiality

Arbitrators, court reporters, experts appointed by the arbitral panel, employees of the Arbitration Court shall not disclose the information which became known to them in respect of the disputes resolved by the Arbitration Court, which is likely to prejudice the legitimate interests of the parties.

The arbitrator can not be examined as a witness about facts which became known to him in the course of the arbitration proceedings.

§ 24. Applicable law

1. The Arbitration Court shall settle the disputes in accordance with the legal rules chosen by the parties as applicable to the substance of the dispute. In this case, any reference to the law or a legal system of any state shall be construed as directly referring to the substantive law of that state and not to its conflict of law rules.

In the absence of any instruction from the parties the Arbitration Court shall apply the law determined in accordance with the conflict of law rules the court considers appropriate.

In all cases, the Arbitration Court shall make decisions in accordance with the terms of the contract and taking into account commercial customs applicable to this transaction.

2. The Arbitration Court shall apply the provisions of these Regulations to the procedure of arbitration proceedings taking into account the agreement between the parties, if it does not conflict with imperative provisions of the applicable law and with the principles of these Regulations. When settling the issues not regulated by either these Regulations or by an agreement between the parties, the Arbitration Court in compliance with the provisions of the applicable law, shall conduct the proceedings in such manner as the court considers appropriate, while adhering equal treatment of the parties and giving each party the required opportunities for protection of their interests.

§ 25. Representation of the parties

The parties may conduct cases in the Arbitration Court either personally or through duly authorized representatives appointed by the parties, at their discretion, including from among foreign entities and individuals.

§ 26. Third-party proceedings

Involving any third party into the arbitration proceedings is permitted only with the consent of the parties in a dispute. To involve a third party into the proceedings in addition to the consent of the parties, it's also required to obtain the consent of an involved person. The application for third party proceedings is permitted only until the expiration of the term for submission of response to the claim statement. The consent of involvement of the third party shall be executed in writing.

§ 27. Preparation to the proceedings

1. The Chairman of the Arbitration Court shall control the state of preparation of the case for proceedings and, if it deems necessary, take additional measures to prepare

the case, particularly, give instructions for discovery of written explanations, evidences and supporting documents from the parties. If additional measures are taken to prepare the case, then it's necessary to set the deadlines for these measures to be implemented.

2. The Chairman of the Arbitration Court may give the Secretary of the Arbitration Court the individual instructions in connection with the preparation and conduct of arbitration proceedings. Also he authorizes the Secretary to call the parties to the court session.

§ 28. Amendments or supplements to the claims or to the explanations

1. Before the end of the oral hearings of the case and without undue delay any party may amend or supplement its claim or explanations to the claim.

2. The arbitral panel may determine the deadline for submission of written statements and evidences by the parties for the purpose of preliminary review of the documents and files by any party submitted by another party before oral hearings.

3. If the arbitral panel considers the delay of the party to amend or supplement the claim or the explanations to the claim unreasonable, it may impose on that party a refund of additional expenses, as well as the costs of the other party caused by this delay.

The arbitral panel may prohibit these amendments or supplements to the claim or to the explanations to the claim due to such delay.

§ 29. Evidences

1. The parties shall prove the circumstances they refer to as the grounds for their claims or objections. The arbitral panel may require other evidences as well to be submitted by the parties. It also may at its sole discretion demand to carry out expert examination and presentation of evidences by third parties, as well as to call in and to hear witnesses.

2. The party may submit written evidences in original or in a form of a certified copy of the original.

3. Verification of evidences is carried out in a manner established by the arbitral panel. The arbitral panel may entrust verification actions to one of the arbitrators.

4. Evaluation of evidences is performed by arbitrators in accordance with their inner conviction.

5. The failure to submit the documents and other materials is not an obstacle for arbitration proceedings and making a decision by the arbitral panel, if the panel considers the excuse of failure to submit the documents and other materials to the court session unreasonable.

6. The term for submission of evidences by the parties is determined taking into account § 30 of these Regulations.

§ 30. Oral hearings

1. Oral hearings are held to state the positions of the parties based on the evidences presented and for oral arguments. The hearing is held in private. With the permission of the Arbitration Court and with the consent of the parties the hearing may be attended by the persons not involving into the arbitration proceedings.

2. The parties shall be notified of the time and the venue of the oral hearing, and such notifications shall be sent to the parties so that each party has at least 30 days to prepare and to arrive to the oral hearing. By agreement of the parties, this period may be reduced.

3. If it's necessary to hold subsequent oral hearings, the date of such hearings is established by the arbitral panel, taking into account specific circumstances.

4. The failure of the party duly informed of the time and the venue of oral hearings to appear at the court, does not prevent examination of the case and adjudication, unless the party failed to appear filed in advance and in writing the request to postpone the hearing for a valid reason.

5. A party may petition the Court on the case hearing in the party's absence.

6. A party has the right to request to participate in the hearing by means of video conferencing systems. Such a request is considered by the arbitral panel taking into account the circumstances of the case, the opinions of another party and availability of technical capabilities.

§ 31. Records of oral hearings

1. Hearing of the case is recorded and such records shall include:

- The name of the Arbitration Court;
- The case number;
- The venue and the date of the hearing;
- The names of the parties in dispute;
- The information of participation of the parties' representatives in the hearing;
- The full names of arbitrators, witnesses, experts, interpreters and other participants of the hearing;
- Summary of the hearing held;
- Requirements of the parties and other important statements of the parties;
- Grounds for suspension or completion of the hearing;
- Signatures of the arbitrators.

2. The parties are entitled to review the records. Upon the request of the party and the decision of the arbitral panel the records may be amended or supplemented, if the request is recognized as justified.

3. The party may receive a copy of the records upon the request.

§ 32. Proceedings based on written materials

The parties may agree on consideration of a dispute on the basis of written materials only, unless one of the Parties requests a hearing.

§ 33. Adjournment of the hearings and suspension of the proceedings

If necessary, on the initiative of the parties or of the arbitral panel, the hearing may be postponed or proceedings may be suspended. The order shall be made in respect of adjournment of the hearing or of suspension of the arbitration proceedings.

§ 34. Injunctive relief

1. Unless the parties agree otherwise, the Arbitration Court may, at the request of any party, order any party to grant such interlocutory injunctions in respect of the dispute subject, as it deems necessary.

2. The Arbitration Court may require any party to provide appropriate security in connection with such injunctions.

3. Reference of any party to the competent court with application for injunctive relief and adoption of interlocutory injunctions by the competent court can not be regarded as incompatible with the agreement to submit the dispute to the Arbitration Court or as a withdrawal from that agreement.

4. The application for injunctive relief considered in the Arbitration Court is submitted by the party to the competent court at the place of arbitration proceedings or at the location of the property in respect of which the interlocutory injunctions may be taken.

The application for injunctive relief is accompanied with the proofs of submission of the claim to the Arbitration Court, with arbitration court determination on adoption of interim measures, as well as with the evidences of payment of the official fee in the manner and in the amount established by the federal law.

5. Competent court's review of the application for injunctive relief considered in the Arbitration Court, and rendering of ruling on provisional remedy or on denial of provisional remedy should be in accordance with the procedure established by the arbitration procedural or civil procedural legislation of the Russian Federation.

6. Rulings on securing the claim considered in the Arbitration Court may be cancelled by the competent court made this ruling, upon the request of one of the parties. The decision of the Arbitration Court to dismiss the plaintiff's claims is a ground for cancellation of provisional measures by the competent court.

VII. TERMINATION OF ARBITRATION PROCEEDINGS

§ 35. Final court judgment

Arbitration proceedings are terminated by final court judgment.

§ 36. Arbitration award

1. When the arbitral panel considers that all the circumstances related to the dispute are clarified enough, it shall declare the oral hearing completed and proceeds to award judgment.

2. The judgment is given by the majority of votes of the arbitral panel. If the judgment can not be given by the majority of votes, it is made by the Chairman of the arbitral panel. A arbitrator who does not agree with the decision, may express his dissenting opinion in writing.

3. The judgment is awarded within the time limits established in accordance with § 24 of these Regulations. The Arbitration Court shall have the right to proclaim only the judicial disposition of the decision. In this case, unless the parties have agreed a deadline for sending the decision, a reasoned decision shall be sent to the parties within 15 days from the date the judicial disposition of the decision was proclaimed.

§ 37. Content of the arbitration award

1. The arbitral award shall be substantiated in writing and signed by the arbitrators, members of the arbitral panel, including the dissenting arbitrator. Dissenting opinion of the arbitrator is enclosed to the arbitration award. If the arbitration proceedings were collegial, the award may be signed by the majority of the arbitrators, members of the arbitral panel, provided that the valid reasons of the absence of signatures of other arbitrators are given.

2. The arbitration award shall include :

1) date of the arbitration award;

2) venue of the arbitration proceedings;

3) composition of the arbitral panel and the procedure of its forming;

4) names and places of business of entities being the parties in the arbitration proceedings; full names, dates and places of birth, residential addresses and places of employment of individual entrepreneurs and individuals being the parties in the arbitration proceedings;

5) justification of the competence of the arbitration court;

6) plaintiff's demands, defendant's objections and petition by litigants;

7) circumstances of the case found by the arbitration court, the evidences being the grounds for the conclusions of the arbitration court in respect of such circumstances, laws and other regulatory legal acts followed by the arbitration court in its decision.

The resolute part of the decision shall contain the conclusions of the arbitration court on satisfaction or rejection of each declared claim. The resolute part of the decision shall include the amount of costs related to the dispute settlement in the arbitration court, allocation of the arbitration costs between the parties, and if necessary – the term and the procedure of implementation of the arbitration award.

3. Upon approving the decision a copy of the decision executed in accordance with clause 1 of this paragraph shall be delivered or sent to each party.

§ 38. Supplementary judgment

Unless the parties agree otherwise, either party giving the notice to the other party may within 10 days after receipt of the arbitration award apply to the same arbitration court for a supplementary judgment in respect to the claims which have been declared during the arbitration proceedings, but have not been specified in the decision. This application shall be considered by the arbitral panel settled the dispute within 10 days after receipt.

2. Following the examination of the corresponding application the arbitral panel shall give a supplementary judgment, which is an integral part of the arbitration award, or determination to reject the application for the supplementary judgment.

3. The relevant provisions of § 37 of these Regulations are applied to the supplementary judgment.

§ 39. Amicable settlement

1. If in the course of the arbitration proceedings the parties settle the dispute, the proceedings are terminated. At the request of the parties the arbitral panel may approve such settlement in a form of an amicable agreement, unless the amicable agreement is contrary to the laws and other regulatory legal acts and violates the rights and lawful interests of other persons. The content of the amicable agreement is set out in the arbitration award.

2. The relevant provisions of § 37 of these Regulations are applied to the arbitral decision approved the amicable settlement.

§ 40. Forwarding of the judgment award

1. The awarded judgment shall be submitted by the arbitration court in the required number of copies to the Registry of the Arbitration Court to be sent to the parties.

2. The arbitration court may attach to forwarding of the decision to the parties the conditions of full coverage of the costs in relation to the proceedings, unless such expenses were previously paid by the parties or by one of them.

§ 41. Correction and interpretation of the judgment

1. Any party, giving the notice to the other party, may within a reasonable term after receipt of the decision of the arbitration court request the arbitral panel to correct the errors found in the decision in respect of calculations, any clerical or typographical errors or other similar errors.

The arbitral panel shall make the appropriate corrections within fifteen days after receipt of the request if the request is considered justified.

Such corrections may also be made by the arbitral panel on its own initiative within thirty days following the date of forwarding the arbitration award to the parties.

2. Unless the parties agree otherwise, either party giving the notice to the other party may within 10 days after receipt of the arbitration award apply to the same arbitration court for clarification of the decision. The application for clarification shall be considered within 10 days after its delivery to the arbitral panel settled the dispute.

The arbitration court shall have the right to clarify its decision, without changing its content.

Following consideration of the respective application the arbitration court shall give the judgment on clarification of the decision, which is an integral part of the arbitration award or the judgment on rejection to clarify the decision.

3. The order for correction and interpretation of the award is an integral part of the arbitration award and is governed by the relevant provisions of § 37 of these Regulations.

§ 42. Execution of the arbitration award

1. The arbitration award shall be final and binding from the date of its adjudgement.

2. The arbitration award shall be executed by the parties voluntarily within the period specified in the award. If the period is not specified in the award, it shall be subject to immediate execution.

3. The award not executed voluntarily within the specified period, shall be enforced in accordance with the law and international treaties.

§ 43. Termination of the proceedings without arbitration award

1. Should the case be given no final award, the arbitration proceedings are terminated by the order to terminate the proceedings.

2. The order to terminate the proceedings is given in the following cases:

a) the plaintiff waives his claim, unless the defendant raises an objection to the termination of the arbitration proceedings due to his legal interest in settling the dispute on the merits;

b) the parties has come to an agreement on termination of the arbitration proceedings;

c) the Arbitration Court has made a determination on the absence of the arbitration court's competence to consider the dispute submitted for settlement;

d) the Arbitration Court has made a decision to approve a written amicable agreement;

e) liquidation of an entity being the party to the arbitration proceedings;

f) an individual entrepreneur or an individual being the party to the arbitration proceedings has died or declared dead or missing;

g) there is a general jurisdiction court judgment or an arbitration judgment that has entered into legal force, made in respect of the dispute between the same parties on the same subject and on the same grounds.

3. The provisions of clause 2 § 36 of these Regulations are applied to the termination of the arbitration proceedings.

4. Prior to the composition of the arbitral panel the order on the termination of the arbitration proceedings shall be made by the Chairman of the Arbitration Court.

VIII. OTHER PROVISIONS

§ 44. Waiver of rights to object

If the party fails to declare an objection against non-compliance of the arbitration proceedings with any provision of these Regulations, of the arbitration agreement or of the applicable rules of law within the specified period or if the period is not specified without undue delay, the party shall be deemed to have waived its right to object.

§ 45. Relief from liability

The arbitrators, the experts appointed by the arbitral panel, the Arbitration Court and its employees shall not be liable to the parties or other persons for any actions or omission to act in connection with arbitration proceedings, unless it is proved that such actions or omission to act were intentional.

In case of any discrepancy between the Russian and the French wording, the Russian wording shall prevail.