



RULES OF THE ARBITRATION COURT AT EUROPEAN INSTITUTION FOR MEDIATION AND ARBITRATION (EIMA)

I. GENERAL RULES

ARBITRATION COURT

Art. 1. (1) ARBITRATION COURT at Non-Profit Association “EUROPEAN INSTITUTION FOR MEDIATION AND ARBITRATION” (EIMA) is an independent judicial institution which draws its power from Article 19, Paragraph 1 of the Civil Procedure Code.

(2) The court shall hear and decide civil and commercial disputes within frames of permitted by CPC competence.

(3) Disputes about property rights, possession of immovable, alimony and bankruptcy, personal claims, security procedures and the registration in the Commercial Register as well as disputes in which one party is a consumer within the meaning of paragraph 13 item 1 of the additional provisions of the Law on Consumer Protection, may not be subject to the arbitration court.

STATEMENT OF CLAIM. ARBITRATION AGREEMENT

Art. 2. (1) The ARBITRATION COURT shall proceed on disputes under Art. 1 Para (1) provided the disputes have been submitted to it by virtue of an arbitration agreement or an international treaty, or under the provisions of paragraph 4 and 5 of this Article.

(2) The arbitration agreement is the agreement of the parties to assign to the AC at EIMA the resolution of a dispute between them on a contractual or non-contractual legal relationship. It can be expressed in a single contract or a provision of a contract (arbitration clause) on the implementation of which has arisen or may arise dispute.

(3) The arbitration agreement shall be in writing. The agreement shall be deemed of being in writing also when contained in letters, telegrams and other written means of communication,

exchanged between the parties or contained in general conditions, referred to in a written contract concluded by the parties.

(4) An arbitration agreement shall be considered to be valid also when a claimant files a statement of claim before the ARBITRATION COURT and the respondent, either in writing or by means of a statement, recorded into the minutes of the arbitration hearing, agrees the dispute to be heard by the ARBITRATION COURT or when participating in arbitration proceedings by lodging a written response, presentation of evidence, filing of a counterclaim or appearing in an arbitration hearing.

(5) The arbitration agreement contained in a contract is independent of the other content of the contract. The invalidity of individual clauses in the contract does not mean the invalidity of the contained therein arbitration agreement.

PROCEDURE

Art. 3. (1) The consent of the parties to submit the dispute to the ARBITRATION COURT at EIMA shall mean that they accept these Rules.

(2) In matters not covered by the applicable arbitration law or by these Rules, the determining authority shall proceed according to its reasonable judgment and inner conviction, the rule of law, morality and justice, headed by the nature of the arbitration proceedings, the subject of dispute and in any event provide equal ability of each party to protect its rights and interests.

(3) The applicable provisions of the Rules in cases based on an arbitration agreement are those provisions of the Rules which were in force at the time of commencement of the arbitration proceedings, except when both parties request application of the rules in force at the time of conclusion of the arbitration agreement or those which became effective after the commencement of the arbitration proceedings.

CONFIDENTIALITY

Art. 4. (1) The arbitrators and the parties involved in the proceedings, are obliged to keep secret the information which they become known on occasion of the arbitration proceedings.

(2) Upon completion of the proceedings, unless otherwise agreed, the parties shall be entitled to recover the documents and other evidence, no copies have been made of them, provided that it is expressly stated in their submission. In the arbitration file are stored only materials that do not contain information which may constitute trade or business secrets of the participants in the proceedings.

(3) Electronic system for remote access of the parties to the cases is organized in a way that protects personal data and other information, respects the principle of confidentiality.

II. TOTAL CLAIMS PROCESS

SUBMISSION OF THE STATEMENT OF CLAIM

Art. 5. (1) Arbitration proceedings shall commence with the submission of a statement of claim.

(2) When a claimant in his/her statement of claim does not refer to an arbitration agreement, he /she/ has the right to declare in writing that he/she would like a copy of the statement of claim to be served upon the respondent. In this case the claimant inserts a deposit for the expenses and processing requests amounting to 50 leva for the territory of the Republic of Bulgaria and 100 lv. for serving abroad. This deposit is not refundable.

(3) In the case of Par.1 and if the defendant no contest the jurisdiction of the arbitration court under Art. 2, Para.4, or deposit a written reply provide evidence brought a counterclaim or any other written way expressly agrees to participate in arbitration proceedings, to the claimant is sent a message notice for payment of the due arbitration fee and the deposit for costs.

(4) The statement of claim shall be considered filed on the day when it was registered by the Secretariat of the ARBITRATION COURT at EIMA and if sent by mail - on the date recorded on the stamp of the post office at the location of mailing.

CONTENTS OF THE STATEMENT OF CLAIM

Art. 6. (1) The statement of claim must be written in Bulgarian language and shall contain:

- a)** An indication of the ARBITRATION COURT at EIMA;
- b)** The full names, seat, address of the governance of the parties, telephone, fax, e-mail address and other means of communication with the dispute parties;
- c)** The value of the claim, when he is assessable;
- d)** A statement of facts on which the claim is based;
- e)** What constitutes request;
- f)** Evidences of the claim;
- g)** The name of the arbitrator and the replacement arbitrator or request that they be appointed by the Chairman of the AC at EIMA;
- h)** The signature of the claimant or his/ her representative.

Art. 7. (1) The following documents shall be attached to the statement of claim: the arbitration agreement, the written evidences, related to the facts on which the claim is based, a document for the paying arbitration fee and deposit for expenses; actual status certificates of the claimant and the respondent (where the parties are legal entities that are not subject to registration in the Commercial Register at the Registry Agency of Bulgaria), a list of documents, copies of the statement of claim and the accompanying documents based on number of respondents.

(2) The copies of the statement of claim and the accompanying documents and the answer with the accompanying documents, duly certified must be submitted in duplicate so that each party to have them, and the ARBITRATION COURT at EIMA - at least two copies.

(3) Failure to enforce an arbitration agreement shall not prevent the formation of the proceedings.

VALUE OF THE CLAIM

Art. 8. (1) The value of the claim is equal to the amount of money in the levs or the equivalent in the levs of the currency, or the value of the rights that are claimed.

(2) Upon claims of a transfer of movable property the value of the claim is determined by their value.

(3) Upon claims of a transfer of immovable property – on $\frac{1}{4}$ of the assessed value and when there is not such – than market price.

(4) Upon claims for declaratory relief or transformation of legal relations the value of the claim is determined by the value of the contract at the time of submission of the statement of claim.

(5) In proceedings for an action or omission, the value of the claim is determined by the size of the property interest of the claimant

(6) In case a claimant has failed or wrongly indicated the value of the claim or when the value cannot be determined exactly, the chairman of the Arbitration Court at EIMA, on his own initiative or on a request of the respondent, shall determine the value of the claim on the basis of the available data.

(7) If during the proceedings on the case it is revealed that the value of the claim has not been determined in accordance with the provisions of the preceding paragraphs, the Arbitral Tribunal shall finally determine the value of the claim.

(8) The above provisions shall also apply when the cost of the objection for the set-off is determined.

(9) The claimant shall pay arbitration charge on the basis of the sum total of all claims, while the respondent shall pay arbitration charge on the basis of the values of the submitted counter-claims and objections for set-off.

IRREGULARITY OF THE STATEMENT OF CLAIM

Art. 9. (1) Should the statement of claim fall short of the provisions of art. 6 and art. 7. the Chairman of the court immobilizes the statement of claim and shall give the claimant a time limit for the correction of the shortcomings. This time limit shall not be longer than 15 (fifteen) days in domestic disputes and respectively 30 (thirty) days in international disputes, effective from the date of receipt of the notice.

(2) If the claimant does not correct the shortcomings the Chairman of the Court by an order stipulates returning it to the claimant. The claimant may object to the order within 7 days of receipt. The object to the order of the claimant shall be considered by 3-member panel of arbitrators designated by the Chairman of the ARBITRATION COURT and their definition is final.

(3) Similarly proceed and when to put the application was noticed during the arbitration proceedings.

REPLY TO THE STATEMENT OF CLAIM

Art. 10. (1) In regular statement of claim to the respondent shall be send a copy of the statement of claim with all the attached documents, accompanied by the list of the Arbitration college, as well as the instructions notified him/ her, that shall submit a reply and possible evidence within 15 days for domestic disputes and within 30 days if the respondent has its registered office or domicile abroad.

(2) Within deadline of the preceding paragraph the respondent should announce the names of the selected arbitrator and the replacement one or give consent to the consideration by an arbitrator.

(3) Within deadline to reply the respondent may submit a counterclaim or an objection for set-off if the dispute concerning his/ her receivable is within the jurisdiction of AC at EIMA. For the counterclaim shall apply rules for the initial statement of claim.

(4) The absence of a reply of the respondent shall not be deemed to mean acceptance of the claim.

(5) An objection that the AC at EIMA does not have jurisdiction shall be made at the latest with the answer of the statement of claim.

(6) Where an objection is expressed within the meaning of the preceding paragraph, the arbitral tribunal shall decide under Article 21 Para 4 and proceed by the order of Article 21 Para 5.

SENDING AND SERVICE OF SUMMONS, NOTICES AND DOCUMENTS

Art. 11. (1) The Court shall send to the parties all relevant papers, notices and summonses to the addresses indicated by them, or to the addresses of their duly authorized representatives as informing them that may indicate a preferred method of service of court

documents, by e-mail, by letter with acknowledgment of receipt or in the office of the registrar of the court.

Art. 12. (1) The parties shall be summoned to the court meetings with summons, which must be derived from them at least 15 days before the meeting. In cases between parties which have its registered office or domicile abroad, this term is not less than 30 days.

(2) The time limits for procedural acts of the parties shall commence from the date on which the addressee received the notice. If the last day of the term falls on a holiday, the time limit shall expire on the first workday after the holiday.

(3) In the summons shall be noted case number, parties, the place and time of the meeting.

(4) To the parties shall not sent summons if they were present or duly summoned to a previous court hearing at which was scheduled next meeting.

(5) If the party has an attorney authorized in the case, the service may be effected in a lawyer's office. Service in the office can be made to associate of the lawyer in his office. Handing out must be certified with the name and capacity of the recipient. The lawyer can not refuse to accept a message for his principal, except after a withdrawal or a waiver of authority, which are communicated to the AC. The refusal by the attorney to receive the notification shall be certified by the signature of the deliverer and the refusal does not affect the validity the service.

Art. 13. (1) The statement of claim, the answer of the claim, the arbitration, definitions orders, subpoenas and all messages award and the rulings shall be sent to the parties through a licensed operator of postal services, which certifies the service or attempted service with a document that applies to the case.

(2) All stated documents may be served personally on the party or its representative against a receipt.

(3) When the seat, domicile, habitual place of residence or the postal address of the recipient party cannot be traced after a diligent inquiry the papers, notices or summonses shall be deemed received if sent to its latest known seat, domicile, habitual place of residence or postal address by registered mail or by any other means which can certify the attempt for delivery. The document shall be deemed delivered also when the addressee has refused to receive it or failed to contact the post office to receive it, if the respective post office authorities certify that.

(4) The time limits for procedural acts of the parties shall commence from the date on which the addressee received the notice or refuses to receive it within the meaning of Article 12, Para 4. If the last day of the term falls on a holiday, the time limit shall expire on the first workday after the holiday.

(5) The party who is absent for more than one month from the address that is indicated in the case or that once it has been served notice is obliged to inform the court of his new address. The same shall apply to the legal representative, trustee, proxy of the party.

(6) In failing of the obligation under Para 3 all messages are applied to the case and are considered served.

(7) The merchants entered in the relevant register, are summoned at the last address shown in the register, by delivery in person of the legal representative, a proxy of his as well as another a worker or employee at the headquarters, which has agreed to receive the notification with the obligation to deliver it to the addressee. When to this address is not found someone and as well as the person has changed his/ her address without fulfilled its obligation to accommodate this circumstance, all summons and documents are applied to the case and deemed duly served.

ARBITRAL TRIBUNAL. PANEL OF ARBITRATORS

Art. 14. (1) The ARBITRATION COURT shall hear and resolve the disputes referred to it through an arbitral tribunal, which can be composed of a sole arbitrator or of three arbitrators.

(2) When the arbitral tribunal is composed of three arbitrators, each of the parties shall appoint one arbitrator and his substitute (alternate arbitrator) and the two appointed arbitrators on their part shall elect the presiding arbitrator from the list of arbitrators within 7 days of the notification of their election.

(3) By virtue of an agreement of the parties there to the dispute may be heard and resolved by a sole arbitrator or to grant that to the chairman of the court. If the parties are unable to reach agreement on the choice of an arbitrator and in the period for reply the respondent does not appoint an arbitrator, the case is heard by one person of the arbitrator appointed by the claimant or designated by the chairman of the court under the next paragraph.

(4) If the parties fails to appoint an arbitrator or the arbitrators fail to elect the presiding arbitrator of the arbitral tribunal, the chairman of the Arbitration Court with a final judgment shall appoint an arbitrator or presiding arbitrator from the list of arbitrators of the court.

(5) The proposed arbitrator should first scheduling of the case, to declare the circumstances under Art. 4 paragraph 1, and that there are no circumstances that could give rise to doubts about his impartiality or independence. The arbitrator has a duty to inform the Chairman of the Court, after his appointment in such circumstances.

REPLACEMENT OF AN ARBITRATOR

Art. 15. (1) An arbitrator who does not accept his/ her appointment or is prevented to do his/ her duty shall be replaced by the alternate arbitrator. The same applies if the arbitrator is suddenly unable to attend a scheduled meeting or regarding him occurs any of the grounds mentioned under Article 7 Para 3 and Article 8 Para 2 of the Statute of the AC at EIMA. The substitute continued the case until its final completion.

(2) If for the substitute arise the conditions in the Paragraph 1, the party which has appointed him shall be invited to appoint another arbitrator and his substitute.

CHALLENGE

Art. 16. (1) Each party shall have the right of challenging an arbitrator, including the presiding arbitrator, if it has doubts about their impartiality and especially if there is data that they personally, directly or indirectly have an interest in outcome of the case.

(2) The request for challenge shall be made in writing to the arbitral tribunal, stating the reasons thereof. The party seeking the challenge of the arbitrator signed a personal statement on allegations that warrant it.

(3) The request for challenge is sent to the challenged. If the arbitrator does not resign, on the challenge shall decide arbitral tribunal. If the arbitral tribunal does not grant the challenge, the party who has brought an action has the rights under Art. 16 of the ICAA.

(4) In the event of a realized challenge, the new arbitrator or the chairman of the arbitration tribunal shall be elected or appointed under the procedure laid down in these Rules.

(5) No challenge shall be made after the case is declared clarified in terms of factual and legal matters and after the arbitral tribunal has proceeded to render the final act of the case.

Art. 17. A challenge of an expert or an interpreter can be made on the same grounds as under the preceding Article. In this case of challenge definitively shall decide the arbitral tribunal.

PREPARATION FOR THE HEARING THE CASE

Art. 18. The arbitration tribunal took note in advance of the case and take action to clarify the circumstances on it and filling it with proofs incl. the admission of expertise and witnesses.

PLACE OF THE HEARING

Art. 19. (1) The meetings of the AC at EIMA take place in his registered office or at the address specified in the summons.

(2) By mutual consent of the parties, the meeting may be held elsewhere, and the parties shall committed in advance the costs there of.

LANGUAGE OF THE HEARING

Art. 20. (1) The hearing of the case shall be conducted in the Bulgarian language but if one of the parties is having no command of Bulgarian the arbitration tribunal shall appoint an interpreter. The fee of the interpreter shall be for the account of that party, irrespective of the outcome of the case.

(2) If in the case participates a deaf or mute person shall appointed to him an exponent.

CHALLENGE OF JURISDICTION OF THE COURT

Art. 21. (1) The arbitral tribunal shall decide on the jurisdiction of the ARBITRATION COURT including when the jurisdiction has been challenged on the grounds of absence or invalidity of the arbitration agreement.

(2) The challenge of the jurisdiction of the ARBITRATION COURT shall be made with the reply to the statement of claim at the latest. It may also be made by the party which has appointed or taken part in the appointment of an arbitrator.

(3) The arbitral tribunal shall render a ruling on the challenge of jurisdiction before discussing the case on its merits, except if the resolution of the dispute on the jurisdiction is substantiated by the solution of the dispute on the merits of the case.

(4) Whenever a matter which is outside the jurisdiction of the ARBITRATION COURT at EIMA, the challenge of jurisdiction must be done immediately.

(5) If the arbitral tribunal rejects the challenge of jurisdiction, the arbitration proceedings shall continue, notwithstanding the refusal of the respondent or his abstention from participation in the hearing of the case.

HEARING THE CASE

Art. 22. (1) The case shall be heard in a session or more meetings in which the parties may participate in person or through a duly authorized representatives. The absence of a duly summoned party is not preventing the meeting.

(2) By consent of the parties the case may be heard in closed session only on the basis of documentary evidence and written opinions, submitted by them.

(3) The case shall be heard in closed session, if the respondent in his reply to the statement of claim has accepted it.

(4) The non-attendance of a party, duly notified of the date, time and place of the arbitration hearing, shall not be a reason for adjournment of the case. The hearing may be adjourned only if the absent party has asked for its postponement, due to acceptable reasons.

(5) The proceedings at the ARBITRATION COURT at EIMA are confidential. The case files are available only to the party, its statutory representative or its legal representative in the case.

SETTLEMENT

Art. 23. (1) Upon opening the first hearing the arbitral tribunal shall make a proposition to the parties to settle. The arbitral tribunal may propose a settlement at any stage of the proceedings before rendering its award.

(2) If the parties reach a settlement before the arbitral tribunal, this settlement shall be recorded in the minutes of the hearing and shall be signed by both parties and the arbitral tribunal. The parties shall be entitled to request the settlement to be reproduced in an award under agreed upon terms and conditions.

(3) Upon successful completion of the procedure with an agreement, the ARBITRATION COURT at EIMA restores 50% of the submitted arbitration charges.

COLLECTION OF EVIDENCE

Art. 24. (1) The parties shall be free to submit written evidence in original or in a copy certified by it. The party is required to provide a copy of proof of service to the other party.

(2) The arbitral tribunal may ask the parties to submit additional evidence; may appoint experts or request from organizations or physical persons to submit certificates or any other documents in their possession when necessary for assessing the truth of the case. The parties shall be duly notified about any pieces of evidence collected *ex officio* and shall be given adequate time for presentation of their opinions and for submission of counter evidence

(3) Obligation of the parties is to furnish the necessary information to the experts or to provide access for the review of documents, inspection of goods or other objects, when necessary for the presentation of their opinions. In case of the refusal of assistance, the court may accept that the circumstances alleged by the other party are established.

EXPERTS WITNESS

Art. 25. (1) The expert witness shall be appointed from a list of experts to AC at EIMA upon the request of a party, when to clarify some issues arising in the case it is required the special knowledge in the field of science, art, crafts and more. The arbitral tribunal may appoint more experts when necessary in the circumstances of the case.

(2) The ruling of the arbitral tribunal for the appointment of the expert witness shall specify: the object and the task of the examination, the name, the education and specialty of the expert.

(3) The arbitral tribunal gives the expert witness an appropriate period for its conclusion. The expert is obliged to submit a written report at least one week before the hearing. The expert shall immediately notify the arbitral tribunal when he/ she cannot report to the court within the time, as stating the reasons and what time it is needed.

(4) Before the task, each expert witness is obliged to sign a standard declaration of ARBITRATION COURT at EIMA in which to indicate whether there are circumstances that may give rise to justifiable doubts as to his impartiality or independence. Signed personally by the expert declaration is lodged to the Secretariat at the AC at EIMA and sent to the parties.

(5) Any party may request removal of an expert witness on the grounds and under Article 17.

(6) Prior to the conclusion of the hearing in the respective meeting, the arbitral tribunal is reminiscent of the expert liability for giving false conclusion. The parties may ask questions to clarify the conclusion. In challenging the conclusion and an application of a party, the arbitral tribunal may appoint another or more experts. The challenge and the request must be made at the same meeting in which is the hearing. Additional conclusion is assigned at the request of a party, when the conclusion is not sufficiently complete and clear, and re-when it is not justified and gives rise to doubts about its accuracy.

(7) The arbitral tribunal is not obliged to perceive the expert's report and discuss it with the other evidence in the case.

AMENDMENT OF CLAIMS

Art. 26. (1) The claimant may amend at any stage of the proceedings to amend the grounds of the claim without the consent of the other party. The claimant also may without changing the ground to increase, reduce or alter its request. When in the absence of the respondent the claimant amend his claim, he must do so by written request, a copy of which shall be served on the respondent by given him 15 days to comment.

(2) The arbitral tribunal may not admit the requested amendments, if it finds that the other party may be faced with particular difficulties because of the amendment. The same rules shall apply to amendments to counterclaims as well.

THIRD PARTY PARTICIPATION

Art. 27. (1) Participation (voluntary or invoked by a party) of a third party to the proceedings may be admitted only with the consent of the parties, and in the case of being invoked by a party - with the consent of the third party. The same shall apply for submission of counterclaims against a third party.

(2) The participation of a third party shall be admissible up to the expiry of the time limit for reply to the statement of claim. Later constitution is allowed only if the parties do not oppose it and it will not unduly delay the resolution of the case.

(3) The participation of the third party shall decide the court with a ruling. The ruling is subject to appeal to the chairman of the AC.

(4) The participation is not allowed if the third party no permanent address in Bulgaria or is with an unknown residence.

SUSPENSION OF PROCEEDINGS

Art. 28. (1) Suspension of proceedings shall occur:

a) By both parties' common request;

b) When a case is being heard by another court or another arbitration court and the decision in that proceeding will be of relevance for rendering of a rightful decision in the arbitral proceeding;

c) By virtue of the Law.

(2) A suspended proceeding shall be renewed by a request of a party or ex officio when the grounds for suspension no longer exist. In cases under (a) the proceeding shall be terminated if within six months of the suspension, neither party has requested its renewal.

MINUTES

Art. 29. (1) Minutes shall be recorded during the hearing and shall be made in 3 days. The minutes shall be signed by the presiding arbitrator as well as by the secretary, appointed for the meeting. The parties shall be sent copies of the minutes.

(2) The repair and completing of the minutes are admissible on application within 3 days of the session. When there are established omissions and errors, the arbitral tribunal shall do so by a ruling. A copy of the amended or supplemented minutes shall be sent to the parties.

APPLICABLE LAW

Art. 30. (1) The arbitral tribunal shall apply the law chosen by the parties. Unless otherwise agreed upon, the choice of the law shall refer to the substantive law and not to the rules of conflict of laws.

(2) When the choice of law is inadmissible or when the parties have not chosen such law, the arbitral tribunal shall apply the law as determined by the rules of conflict of laws which the Tribunal considers applicable. When the seats or domiciles of the parties are in the same country, the rules of conflict of laws of that country shall determine the applicable law. If the disputed relationship is governed by an international convention, the latter shall be applied.

(3) In any event the arbitral tribunal shall apply the provisions of the contract and shall take into account the trade usages.

AWARDS

Art. 31. (1) The arbitration proceedings shall be concluded by rendering of an award when no procedural obstacles prevent the resolution of the dispute on its merits. After the arbitral

tribunal has found that all issues related to the dispute have been adequately clarified, it shall declare the proceedings closed and shall start making the award.

(2) The award shall be made by a majority vote of the arbitral tribunal following a discussion. When the dispute is to be resolved by a sole arbitrator the award shall be made and signed by the latter. The chairman vote last. If a majority vote cannot be reached the award shall be made by the presiding arbitrator.

(3) The award shall be drafted by the arbitrator reporting the case and shall be signed by the presiding arbitrator and the members of the arbitral tribunal.

(4) The award shall state the reasons on which it is grounded unless it reproduces a settlement reached by the parties to the dispute.

(5) If by the deadline for submission of written submissions in the case given to the parties by the arbitral tribunal, it was found that the right of a party to be heard was violated that it for reasons beyond its cause could not be revealed, and to inform the arbitration court for this impossibility that the case needs further evidence or to clarify the circumstances that are relevant to the proper resolution, the arbitral tribunal shall resume the hearing of the case by an award.

(6) The arbitral award shall be final and put an end to the dispute.

(7) The award is binding on the parties and to third parties involved in the proceedings.

CONTENTS OF THE AWARD

Art. 32. (1) The award shall contain the following data:

- a) The name of the arbitration court;
- b) Date and place of rendering the award;
- c) The names of the chairperson and the members of the arbitration panel;
- d) The names of the parties and of the names of the third parties taking part in the arbitration proceedings;
- e) The subject matter of the dispute and brief account of the facts related to the dispute;
- f) The award proper (resolution formula);
- g) Reasons of the award (unless it reproduces a settlement reached by the parties to the dispute);
- h) The signatures of the chairperson and the members of the arbitration panel.

(2) Copies of the award shall be served on the parties after the certification by the Secretariat of the Court and payment of the due arbitration expenses.

CORRECTIONS AND INTERPRETATION OF THE AWARD

Art. 33. (1) The arbitral tribunal, upon request of any of the parties or on its own initiative, may correct the award obvious errors.

(2) Each of the parties may ask the arbitral tribunal for an interpretation of the award. No interpretation shall be requested once the award has been executed

(3) The ask for an interpretation of the award or to correct the award can be made within 30 days from the receipt of the award as must be notified the other party.

(4) The corrections of the award of the arbitral charges shall do with a ruling and under the requirements of the preceding paragraphs

(5) The corrections and interpretation of the award shall do with an additional award.

(6) A party may request an additional award if the arbitral tribunal has not ruled on its entire claim. An application to this effect may be filed with a copy for the opposing party within 14-days from the receipt of the award. When the request is grounded, the arbitral tribunal shall render an additional award in compliance with the provisions of art 41 Para 3.

Art. 34. (1) After an award has been signed it shall be submitted to the secretariat of the AC at EIMA by the presiding arbitrator of the arbitral tribunal or by the sole arbitrator respectively. The award shall be entered into the into the book of awards of the AC at EIMA by the technical secretary in the presence of the arbitrator who submitted the award. The arbitral award shall be final and put an end to the dispute. The book of awards of the AC at EIMA is available to the parties and their representatives.

(2) The award shall be prepared within 30 days after the expiry of the deadline determined by the Arbitral Tribunal for the submissions of written comments.

(3) The time limit for rendering of an award on cases with high complexity from factual and legal standpoint shall be two months. The use of the extended term shall be decided by the chairman of the arbitral tribunal which shall notify the parties thereof.

(4) The arbitral award shall be final and put an end to the dispute. It is binding on the parties.

COPIES OF THE AWARD

Art. 35. (1) A copy of the award shall be delivered to each party

(2) The party whose seat is abroad may be sent also a translation of the award for its own account, if requested.

(3) The copies and the translations shall be certified by the chairman and by the secretary of the court, bearing his/her signature and the seal of the AC at EIMA.

(4) If the translation would require a certain time, the secretary of the court shall inform the foreign party by sending it excerpts from the award.

(5) Copies of the award shall be sent to the parties after the AC at EIMA has been paid the incurred arbitration expenses in full.

EXECUTION OF AWARDS

Art. 36. (1) An arbitration award shall be final and binding on the parties. If the decision is not a turnaround, it must be executed immediately.

(2) Failing amicable decision, the arbitration award must be executed pursuant to CCP.

TERMINATION OF PROCEEDINGS BY RULINGS

Art. 37. (1) When no award can be rendered, the arbitration proceedings shall be terminated by a ruling.

(2) A ruling for termination of the proceedings shall be made:

a) If the claimant withdraws his/her claim

b) By common consent of the parties

c) In case of absence of prerequisites, necessary for hearing and solving the dispute on its merits, as well as when because of lack of action on the part of the claimant no proceedings were possible for more than one month.

(3) The ruling for termination of the proceedings may be appealed within 7 days before the chairman of the AC from the notice of the award.

SAFEKEEPING OF FILES AND AWARDS

Art. 38. The secretariat of the court shall keep files of terminated cases for a period of 10 years from the terminating the proceedings. Following the expiry of this time limit the files shall be destroyed, with the exception of the awards and the reasons thereof as well as the concluded settlements which shall be kept for good.

III. EXPEDIENT PROCEDURE

Art. 39. In statement of claims with claims of up to 25 000 (twenty five thousand) levs is applied the expedited procedure for consideration of arbitration proceedings under this chapter.

**CONSTITUTION OF THE ARBITRAL TRIBUNAL, REPLACEMENT AND CHALLENGE OF AN
ARBITRATOR**

Art. 40. The arbitral tribunal shall be composed of a sole arbitrator and his/her substitute. The chairman of the court shall appoint a arbitrator and/or substitute arbitrator within 7 days from of the entry of the statement of claims.

Art. 41. The replacement of an arbitrator shall be conducted under the provisions and terms set in Art. 16 of the Rules of the AC at EIMA.

Art. 42. (1) Challenge of an arbitrator, based on the grounds listed in Art 16 of the Rules of the AC at EIMA shall be made no later than 7 days from the date when the party has obtained information of the appointment of the arbitrator and substitute arbitrator, or information about the circumstances providing grounds to the challenge.

(2) When not made during an open hearing of the case, the request for challenge shall be in writing and shall be immediately sent to the arbitrator (res. the substitute arbitrator) and to the opponent party, who shall be obliged to express their opinion on the challenge within 3 days.

(3) If, within the preceding paragraph the arbitrator (deputy arbitrator) does not take on the challenge, shall rule the Chairman of the Court. If the Chairman does not recognize the challenge the party who brought an challenge has the rights under Art. 16 of the ICAA.

STATEMENT OF CLAIMS AND REPLY TO THE STATEMENT OF CLAIMS

Art. 43. (1) The statement of claims shall be in accordance with the provisions set in Art. 6 of the Rules with the exception of Article 6 Para. 1 b. G. The claimant shall be obliged to state all the facts on which the claim is based, as well as to indicate all the evidence and to submit the written evidence that he/she disposes of.

(2) The powers of attorney attached to the statement of claims shall contain information about the address, telephone, as well as the e-mail addresses of the attorney.

(3) To the statement of claims shall be attached a document representing a receipt for payment of the arbitration charge for accelerated procedure and a minimum deposit for expenses. unless the claimant fails to rely on the arbitration agreement.

Art. 44. (1) The jointer of claims shall only be admissible if all claims rest on the same grounds as well as when they represent penalties or interests on the principle claim. Irrespective of that claims for a contract to be terminated, declared terminated, declared void or rescinded from which contract the stated claims arise, shall be admissible.

(2) Not allow to jointer claims against more than one respondent, except in cases of joint and several liability.

Art. 45. An amendment of the case is possible either only concerning the grounds or the amount of the claim provided the limitation of Art. 22 are observed. A raise of the claim is admissible only if no collection of evidence that may delay the proceeding is necessary.

Art. 46. (1) The respondent shall file a reply to the statement of claims 7 days from the date on which a copy of the statement of claims was received. In the reply the respondent shall state all his/her allegations and exhaust his/her objections, as well as indicate all evidence and submit the written evidence that he/she disposes of. The claimant shall be obliged to form an opinion regarding the evidence included in his/her statement of claim. The time limit set by the former article may be extended in case of extraordinary, unforeseen circumstances.

(2) Provided that the respondent pay the claimant the claimed in the statement of claims amount, together with costs of the proceedings and presenting bank statement of payment, the proceedings shall be terminated

Art. 47. The respondent may submit a counter claim or a request for set-off within the time limit for reply only if within the same time limit all written evidence is submitted and all the necessary arbitration charges and the deposits regarding them are paid. Otherwise, the counter claim or the set-off request shall not be heard.

Art. 48. (1) After the statement of claims is submitted and the reply is filed, the parties may state facts and submit evidence only for the impingement of the allegations stated by the opponent party in due time and manner. In all other circumstances the parties may state new facts, present new evidence, only if they could not have done so within the set time limits, for reasons beyond their control.

(2) The provisions of the former paragraph shall apply accordingly in respect of the counter claim and the request for set-off.

Art. 49. Each party may, by filing the claim or counterclaim, to request an expertise which shall notify the other party, which has 3 days to put further questions to the expertise.

HEARING OF THE CASE

Art. 50. (1) After the expiry of the deadline for reply to the statement of claims, res. to the counter claim, taking into consideration the parties' statements, their requests and evidence presented, the arbitral tribunal with a ruling in a preliminary session, shall determine the manner and the dates for hearing the case

(2) The arbitral tribunal may declare that it will hear and resolve the case in closed session, only on the basis of evidence presented by giving the parties an opportunity to file written opinions and replicas.

(3) If the arbitral tribunal decides that the case will be heard in an open session, it will set a date for the hearing no later than 15 days from the rendering of the ruling. The parties call at least 5 days before the scheduled meeting.

(4) With its ruling the arbitral tribunal may admit cross-examination of witnesses and appoint an expert witness. The failure of an admitted witness to appear on the set date shall not impede the arbitral tribunal to resort to rendering an award.

(5) After clarifying the dispute from factual and legal standpoint the arbitral tribunal grants the parties a deadline for their written opinions and replicas, which they shall not exceed 5, respectively 3 days, after which it proceeds to rendering of an award.

CONCLUSION OF PROCEEDINGS

Art. 51. (1) The arbitral tribunal shall render an award to the case within 10 days after the expiry of the time limit for the delivery of opinions and replicas.

(2) The arbitral tribunal shall render a ruling within the time limit set in the former paragraph, with which it terminates the case, if it finds that the prerequisites for the rendering of an award based on the merits of the case are not present.

(3) When a settlement, that the parties wish to be a reproduction of an arbitral award on agreed terms is reached the arbitral tribunal renders an award within 5 days following the filing of the request and the reaching of the settlement.

ARBITRATION CHARGES AND EXPENSES

Art.52. (1) The Parties due arbitration fees and expenses established by the chairman, the secretary of the court or arbitration tribunal based on Tariff of arbitration charges and expenses for disputes subject to hearings by the ARBITRATION COURT at EIMA and shall be paid into the account of the non-profit association "European Institution for Mediation and Arbitration".

(2) The Chairman of the Court or the arbitral tribunal may order the party requesting collection of evidence to pay a deposit for expenses related to such collection of necessary evidence. No action shall be undertaken if an expense deposit has not been paid.

(3) The arbitral tribunal shall determine the remuneration for the experts, witnesses interpreters, as well as their travel and other allowances.

These Rules were approved at a meeting of the Managing Board of Association "European Institution for Mediation and Arbitration" with protocol decision № 1 of 25.09.2013 and was amended by decision of the Managing Board of the 31.01.2017