

REGULATIONS FOR GENERAL ARBITRATION

KRISTIANSAND CHAMBER OF COMMERCE

1 THE ARBITRATION PROXY.

- 1.1** When a dispute is referred to arbitration in accordance with these regulations the court of arbitration (henceforth The Court), in lack of another agreement, shall be seated in Kristiansand. The Court may arrange with the parties that meetings, hearing of evidence and negotiations may take place at other locations, but the Court's settlement of disputes, including out-of-court settlement, shall in every regard considered to be made at the Court's seat.
- 1.2** The Court has the authority to determine its own judicial decisions, including objections regarding design, existence, validity, or scope of the arbitration agreement. Furthermore the Court shall have the authority to determine the existence or validity of an agreement which the arbitration agreement is part of.

2 THE COURT OF ARBITRATION.

- 2.1** The Court shall consist of three members, including one chairman. Each of the parties appoints one member, which in turn jointly appoints the chairman of the Court (henceforth The Chairman). If a one party has not appointed a member within three weeks of receiving a notice of arbitration from the other party (henceforth Arbitration notice), or the Chairman is not appointed within five weeks of the same point in time, one party may request that the Arbitration board in Kristiansand Chamber of Commerce undertakes the appointment. The Chairman must be a lawyer/legal professional.
- 2.2** If requested by one of the parties the members of the Court must master English (or possibly another language) on a judicial contract level.
- 2.3** The parties may agree that the Court shall only have one member. The appointed is to be considered as the Chairman by these regulations. The Chairman is jointly appointed by the parties. In lack of an agreement the above item 2.1 applies with a three week time-limit.
- 2.4** The Parties may decide that a dispute shall be heard according to the Chamber of Commerce's Regulations for Hearings of Minor Disputes. By such an agreement the latter regulations are to be applied in place of the Regulations for General Arbitration.

3 INITIATION OF AN ARBITRATION CASE, TIME-LIMITS.

- 3.1 Arbitration is initiated by the claimant sending an Arbitration notice to the defendant. The arbitration is initiated when the Arbitration notice reaches the defendant.
- 3.2 As soon as the Court is established the Chairman shall discuss the further progress with the party, and if possible, set a fixed time for the main hearing. If the parties cannot agree, the time-limits and time is set by the Chairman. When this is clarified the Chairman shall send a notice to the parties informing about the time-limits in force for further proceedings (henceforth the Notice of Time-Limit). Furthermore the notice shall include addresses, points of contact, phone and fax numbers, and possibly e-mail addresses to the parties, the Court and possible counsels. Subsequent correspondence which uses this information is to be considered correctly dispatched, unless one of the parties in writing have informed about changes to the Court and the other party.
- 3.3 Communication from the parties to the Court is to be done by Arbitration notice, points of claim, points of defense, or written pleading. One party or the counsel is not to have unilateral contact with the Court, unless this directly corresponds to the organization of the arbitration case.
- 3.4 The parties may agree upon changes in regards to progress and time-limits. Failing to have such an agreement one party may apply to the Court for an extension.
- 3.5 An application for an extension must be announced to the Court and the opposing party per fax or e-mail before the time-limit expires. The Court is only to give extensions when one party is not able to comply with the time-limit due to unforeseen or special circumstances, and on the Court's request present a certain degree of documentation. If the extension is granted the other party will get a corresponding extension. This applies correspondingly to a possible extension of the main hearing.
- 3.6 If the defendant fails to comply with the time-limit for submitting the Points of Claim the Court shall decide to adjourn the arbitration hearing. If the claimant does not submit Points of Defense, or a party does not submit a written pleading within the given time-limit, the Court shall inform the parties that the dispute will be settled by arbitration award on the basis of what is available, unless the delaying party submits within 7 days. If the dispute is settled because a party does not submit, the arbitration award is made without a main hearing.
- 3.7 The claimant may choose to send the Points of Claim together with the Arbitration notice in order to reduce the processing time.
- 3.8 If one party or his counsel does not appear in the main hearing the Court shall make the arbitration award unless the non-appearance is due to extraordinary events where the concerned party is not to be blamed.

4 THE CASE PREPARATION.

- 4.1 Points of claim and points of defense are to include as far as possible an overview of the party's actual and judicial statement. The formulation of the points of claim and points of defense are based on the regulations of the Dispute Act.
- 4.2 Points of claim and points of defense are to mention as far as possible all evidence one party is to present. Written evidence are to be enclosed and numbered continuously, in other words, the defendant in the points of defense will continue the numbering started

by the claimant in the points of claim. This shall also apply to any subsequent written pleading.

- 4.3** One party may not make new claims or produce new evidence or request another presentation of evidence after the time-limit for the party's last written pleading has expired. An exemption applies if the defendant in his last written pleading has new submissions or submits further documentary evidence or demands other presentations of evidence. In that case the claimant shall have the right to counter the submission or the evidence within three weeks of the written pleading is received. An extension may be give according to the regulations mentioned above.
- 4.4** Should one party make new claims or produce new evidence after the expiry of the respective time- limits, the court should decide to exclude the claims or evidence and return that which is sent to the court. An exception only applies if one party can substantiate that the claim or evidence could not be brought before the court within the given time-limit due to unfortunate circumstances created by the other party. The parties agree that the Court's decision in this matter is final.
- 4.5** If a party has put in a claim for the other party to submit specific documents, and the request is not met by the expiry of the time-limit for submission of evidence, the former party may request that the Court demand the submission of the document. Such a request must be presented to the Court no later than two weeks after the expiry of the time-limit for submission of evidence. The Chairman shall give notice that the document is to be submitted within 7 days. If the document is not presented and no reasonable explanation is given within the time-limit, the Court may base its theory on the fact that the contents of the document is not in the best interest of the party refusing to submit.

5 EVIDENCE.

- 5.1** Documentary evidence in the Scandinavian languages, and in English, shall ordinarily be allowed to be submitted in the original language. The Court may however demand that the party submitting the document in any foreign language shall translate the document into Norwegian using an authorized translator. If the document is extensive the Court may allow for a partly translation of the document, but the other party may request additional translations. The Court sets the time-limit for the translation. If the document is not translated in accordance with the Court's decree the Court may decide that the document is to be considered not submitted. The parties agree that the Court's decision is final.
- 5.2** The parties may agree to have written statements presented as an alternative to verbal calling of witnesses. This applies correspondingly to statements from experts. If the Court finds it necessary to get supplementary information verbally and the one that gave the account or statement does not show up, without a lawful excuse for non-appearance. The Court may decide that the written account or statement is not to be taken into account as evidence in the dispute.

6 AWARD, PARTLY-AWARD, DECISIONS, IN-COURT SETTLEMENT. ADDITIONAL AWARD.

- 6.1** The award shall be made as soon as possible after the main hearing is brought to a conclusion. This should normally happen within four weeks after the decision in the case is made.
- 6.2** The award shall be in accordance with the regulations for arbitration awards presented by Arbitration Act.
- 6.3** The Court's decisions during the case preparations and the Court's award shall be final with the exceptions given by mandatory rule of law. Additional award may be made according to the regulations presented in the Arbitration Act.
- 6.4** If the dispute or parts of it is settled the Court shall affirm the settlement as an in-court settlement if the parties request it. An in-court settlement shall, with the exception of grounds, have the equivalent content as an arbitration award.

7 CHOICE OF LAW AND SETTLEMENT NEGOTIATIONS.

- 7.1** In the dispute the rule of law at the Court's seat applies. For procedural questions not resolved by these regulations the Arbitration Act and the Dispute Act applies. A common choice of law clause shall not be considered to include the procedural regulations for a dispute resolution.
- 7.2** The Court shall resolve the dispute based on the law or the choice of law rules the parties have chosen. A reference to legislation in another country shall, unless the opposite is clearly stated, be considered as a reference to this country's material legislation and not the country's choice of law rules. When the parties have not chosen, the basis for the legislation to be applied will be the choice of law rules at the Court's seat.
- 7.3** The agreement to hear the dispute by arbitration shall be considered lawful if the Court finds that it is lawful according to the act usable, either according to item 7.1 or 7.2.
- 7.4** If both parties ask for it the Court may assist in the settlement negotiations.

8 GUARANTEES.

- 8.1** The Court shall in the Notice of Time-Limit state an equal amount that each of the parties is to pay to the Court as a guarantee for the Court's costs. The amounts shall be set in such a way that all of the Court's costs and fees will be covered. The payment time-limit is three weeks after the date of the Notice of Time-Limit.

If one party does not deposit securities by the end of the time-limit the Court shall give a reminder of payment. If the party can document an obstacle to payment which clearly is out of his control the Court shall give a new time-limit. If after 7 days following the Court's reminder a new time-limit is not given nor the payment is made, the following applies;

(1) If the claimant fails to furnish the guarantee the Court shall withdraw the arbitration case.

(2) If the defendant fails to furnish the guarantee the Court shall inform the claimant. The latter shall within 14 days inform the Court of whether or not the claimant will furnish a guarantee on behalf of the defendant, or whether or not the claimant wants to bring the dispute before the ordinary courts of law. If claimant furnishes a guarantee on behalf of the defendant within 30 days after the claimant has made his/her decision the arbitration case continues.

8.2 The Court may request that the parties furnish an additional guarantee if this becomes necessary in order to secure the Court's total costs. The remaining stipulations for this item 10 apply correspondingly.

8.3 One party may claim all costs compensated by furnishing a guarantee on behalf of the opposing party, and possibly claim penalty interests. The claim may be brought before the Court who shall make an award for the amount.

8.4 The Court shall not assess or make an award for the claim brought forth by the defendant if he has not furnished a guarantee in accordance with the court's time-limit. Such claims in the case are deemed waived if the guarantee is not furnished. By appraisal of the claimant's claim the Court shall allow for timely filed statements and evidence from the defendant even though he has not furnished a guarantee. If the defendant has any counterclaims this item's first and second sentences apply.

9 COSTS AND INTERESTS.

9.1 The Court shall in the award, in light of all circumstances, but with special importance on the outcome of the case, determine if one party shall cover all or partly the costs of the other party. The Dispute Act's § 10-5 will not apply. Correspondingly the Court shall establish its own fee and costs, and distribute these between the parties.

9.2 The Court shall in the award determine the reasonable costs a party may claim covered due to furnishing a guarantee on behalf of the other party.

9.3 One party's claim for costs (9.1) must be filed no later than one week after the main hearing is concluded. Claims for damages must be filed no later than during the main hearing.

9.4 The parties are responsible for the Court's fee and costs in solidarity. Distribution according to item 9.1 does not change this.

9.5 An award made for payment in currency shall include a term of payment and a statement of possible running interests that might accrue due to late payment.

10 CONFIDENTIALITY.

10.1 The parties shall not give any information to a third party that arbitration is initiated. The arbitration hearings and the Court's award shall be subject to an obligation to maintain secrecy. The obligation to maintain secrecy does not apply;

(1) Information a party must give in order to collect evidence, apply for temporary protection from claims towards the ordinary court of law or seeking an enforcement of the Court's award.

(2) Information a party is obligated to give a third party (the public authority or others) according to mandatory rule of law or regulation.

(3) Information a party have to give to a third party which he wants, or contemplates, bringing a claim against as a result of the outcome in the arbitration case. In such cases information may also be given to the court which is hearing or settling such a claim.

10.2 If the dispute is transferred to the ordinary courts of law the obligation to maintain secrecy ceases to exist.

10.3 Item 10 applies correspondingly to the Court.

11 CHANGES, THE NEW YORK CONVENTION.

11.1 The parties may by written agreement change these regulations as long as these changes do not conflict with mandatory rule of law given in the Dispute Act.

11.2 In the case of doubt these regulations shall be interpreted in accordance to the New York convention regarding recognition and execution of foreign arbitration awards.

11.3 The Arbitration Board may change these regulations as it sees fit. If nothing else is agreed upon the procedural regulations applies as is at the time of dispatching of the Arbitration Notice for the duration of the hearing of the dispute in question.