



ПРИВРЕДНА КОМОРА СРБИЈЕ
CHAMBER OF COMMERCE AND INDUSTRY OF SERBIA

ARBITRAŽNA PRAVILA

KOMISIJE UJEDINJENIH NACIJA ZA MEĐUNARODNO
TRGOVINSKO PRAVO (UNCITRAL)
PRED SPOLJNOTRGOVINSKOM ARBITRAŽOM



ARBITRATION RULES

OF THE UNITED NATIONS COMMISSION FOR
INTERNATIONAL TRADE LAW (UNCITRAL) BEFORE
THE FOREIGN TRADE COURT OF ARBITRATION

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Na osnovu člana 35. Statuta Privredne komore Srbije («Službeni glasnik RS», br. 45/02, 107/03, 44/05, 29/09, 35/11, 46/11, 103/11, 3/13 i 32/13), Skupština Privredne komore Srbije, na XI sednici održanoj 30. decembra 2013. godine, donosi

ARBITRAŽNA PRAVILA

Komisije Ujedinjenih nacija za međunarodno trgovinsko pravo (UNCITRAL) pred Spoljnotrgovinskom arbitražom pri Privrednoj komori Srbije

Deo I

Uvodna pravila

OBLAST PRIMENE ^{1*}

Član 1

1. Ako su se stranke sporazumele da međusobne sporove koji proisteknu iz određenog pravnog odnosa, bilo ugovornog bilo vanugovornog, povere na rešavanje arbitraži prema Arbitražnim pravilima Komisije Ujedinjenih nacija za međunarodno trgovinsko pravo (UNCITRAL) pred Spoljnotrgovinskom arbitražom pri Privrednoj komori Srbije (u daljem tekstu: Pravila), ti sporovi se rešavaju u skladu sa ovim Pravilima uz eventualne izmene o kojima se stranke budu sporazumele.
2. Na spor se primenjuju Pravila koja su na snazi na dan pokretanja arbitražnog postupka, osim ako se stranke nisu drugačije sporazumele.
3. Ova Pravila se primenjuju na arbitražu osim ako je neka od odredaba ovih Pravila u suprotnosti sa odredbom prava merodavnog za arbitražu od koje stranke ne mogu odstupiti, u kom slučaju prevagu odnosi ta odredba merodavnog prava.

OBAVEŠTAVANJE, RAČUNANJE ROKOVA I TRAŽENI BROJ PRIMERAKA PISANIH PODNESAKA I PRILOGA

Član 2

1. Sva obaveštenja, uključujući saopštenja i predloge, mogu biti preneti putem bilo kog sredstva komunikacije koje obezbeđuje potvrdu o prenosu ili dopušta da se potvrdi da je prenos izvršen.

^{1*} U Aneksu I Pravila nalazi se model arbitražne klauzule za ugovore.

Pursuant to Article 35 of the Statute of the Chamber of Commerce and Industry of Serbia (Official Journal of the Republic of Serbia no 45/02, no 107/03, no 44/05, no 29/09, no 35/11, no 46/11, no 103/11, no 3/13 and no 32/13) the Assembly of the the Chamber of Commerce and Industry of Serbia at its XI session held on December 30,2013, enacted

ARBITRATION RULES
of the United Nations Commission for International Trade Law
(UNCITRAL) before the Foreign Trade Court of Arbitration
of the Chamber of Commerce and Industry of Serbia

Section I
Introductory rules

SCOPE OF APPLICATION ^{1*}

Article 1

1. Where parties have agreed that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be referred to arbitration under Arbitration Rules of the United Nations Commission for International Trade Law (UNCITRAL) before the Foreign Trade Court of Arbitration of the Chamber of Commerce and Industry of Serbia (hereinafter: the Rules), then such disputes shall be settled in accordance with these Rules subject to such modification as the parties may agree.
2. The Rules that are in force on the date of commencement of the arbitral proceedings shall be applied to the dispute unless the parties have agreed otherwise.
3. These Rules shall govern the arbitration except that where any of these Rules is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.

NOTICE, CALCULATION OF PERIODS OF TIME AND
REQUESTED NUMBER OF COPIES OF WRITTEN
STATEMENTS AND ATTACHMENTS

Article 2

1. Any notice, including a notification or a proposal, may be transmitted by any means of communication that provides or allows for a record of its transmission.

^{1*} A model arbitration clause for contracts can be found in the annex to the Rules.

2. Ako je posebno u tom cilju jedna od stranaka odredila neku adresu ili ako ju je odobrio arbitražni sud, svako obaveštenje se toj stranci dostavlja na tu adresu i ukoliko je dostavljeno na tu adresu smatra se da je i primljeno. Dostavljanje putem sredstava elektronske komunikacije kao što je telefaks ili e-pošta može se vršiti samo na adresu koja je za to određena ili odobrena.
3. U nedostatku ovako određene ili odobrene adrese:
 - (a) obaveštenje je primljeno ako je fizički dostavljeno primaocu; ili
 - (b) smatra se da je obaveštenje primljeno ako je dostavljeno u mestu poslovanja, redovnom boravištu ili na poštansku adresu primaoca.
4. Ako se, posle razumnih napora, dostavljanje nije moglo izvršiti u skladu sa stavovima 2 ili 3, smatra se da je obaveštenje primljeno ako je poslato na primaočevu poslednje poznato mesto poslovanja, redovno boravište ili poštansku adresu preporučenim pismom ili na neki drugi način koji obezbeđuje potvrdu da je dostavljanje izvršeno ili pokušano.
5. Smatra se da je obaveštenje primljeno onoga dana kada je dostavljeno u skladu sa stavovima 2, 3 ili 4, ili kada je pokušano da se ono dostavi u skladu sa stavom 4. Smatra se da je obaveštenje, preneto putem sredstava elektronske komunikacije, primljeno istog dana kada je poslato, osim ako je na takav način preneto obaveštenje o arbitraži, za koje se smatra da je primljeno onog dana kada je prisepelo na elektronsku adresu primaoca.
6. Svaki rok predviđen ovim Pravilima počinje da teče narednog dana od dana kada je obaveštenje primljeno. Ako poslednji dan roka pada na službeni praznik ili na neradan dan u mestu boravišta ili u mestu poslovanja primaoca, rok se produžava do prvog sledećeg radnog dana. Službeni praznici ili neradni dani koji padaju unutar roka računaju se u rok.
7. Ukoliko se obaveštenja dostavljaju Sekretarijatu Spoljnotrgovinske Arbitraže pri Privrednoj komori Srbije (u daljem tekstu : Sekretarijat Arbitraže), takva obaveštenja i prilozi se podnose u broju primeraka koji je dovoljan za dostavu po jednog primerka za svakog arbitra, za svaku stranu i za Sekretarijat Arbitraže.

2. If an address has been designated by a party specifically for this purpose or authorized by the arbitral tribunal, any notice shall be delivered to that party at that address, and if so delivered shall be deemed to have been received. Delivery by electronic means such as facsimile or e-mail may only be made to an address so designated or authorized.
3. In the absence of such designation or authorization, a notice is:
 - (a) Received if it is physically delivered to the addressee; or
 - (b) Deemed to have been received if it is delivered at the place of business, habitual residence or mailing address of the addressee.
4. If, after reasonable efforts, delivery cannot be effected in accordance with paragraphs 2 or 3, a notice is deemed to have been received if it is sent to the addressee's last-known place of business, habitual residence or mailing address by registered letter or any other means that provides a record of delivery or of attempted delivery.
5. A notice shall be deemed to have been received on the day it is delivered in accordance with paragraphs 2, 3 or 4, or attempted to be delivered in accordance with paragraph 4. A notice transmitted by electronic means is deemed to have been received on the day it is sent, except that a notice of arbitration so transmitted is only deemed to have been received on the day when it reaches the addressee's electronic address.
6. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.
7. Any notice submitted to the Secretariat of the Foreign Trade Court of Arbitration of the Chamber of Commerce and Industry of Serbia (hereinafter : the Secretariat of the Court of Arbitration) shall be submitted in sufficient number of copies to enable transmission of a copy to each arbitrator and each party and retention of one copy for the Secretariat of the Court of Arbitration.

OBAVEŠTENJE O ARBITRAŽI

Član 3

1. Stranka ili stranke koje pokreću arbitražu (u daljem tekstu: tužilac) upućuju Sekretarijatu Arbitraže obaveštenje o arbitraži.
2. Smatra se da je arbitražni postupak pokrenut onog dana kada je Sekretarijat Arbitraže primio obaveštenje o arbitraži.
3. Obaveštenje o arbitraži mora da sadrži:
 - (a) zahtev da se spor iznese na arbitražu;
 - (b) imena stranaka i podatke za kontaktiranje;
 - (c) označenje arbitražnog sporazuma na koji se stranka poziva;
 - (d) označenje ugovora ili drugog pravnog akta iz koga je ili u vezi sa kojim je spor nastao ili u nedostatku takvog ugovora ili pravnog akta, kratak opis odnosa u pitanju;
 - (e) kratak opis predmeta spora i u slučaju potrebe, naznačenje vrednosti spora;
 - (f) predmet zahteva koji se ističe;
 - (g) predlog u pogledu broja arbitara, jezika i mesta arbitraže, ako se stranke nisu prethodno o tome sporazumele.
4. Obaveštenje o arbitraži može takođe da sadrži:
 - (a) predlog za imenovanje arbitra pojedince shodno članu 8, stavu 1.
 - (b) obaveštenje o imenovanju arbitra shodno članu 9 ili članu 10.
5. Nesporazum o tome da li je obaveštenje o arbitraži dovoljno ili ne, ne sprečava konstituisanje arbitražnog suda. O ovom nesporazumu konačno odlučuje arbitražni sud.
6. Po dostavljanju obaveštenja o arbitraži, tužilac je dužan da u celosti uplati Arbitraži iznos arbitražnih troškova, u skladu sa članom 41 stavovima 1, 5 i 6 i Tarifom arbitražnih troškova koja je na snazi na dan kada je Sekretarijat Arbitraže primio obaveštenje o arbitraži. Ako stranka u roku od dva meseca od dana kada je pozvana ne uplati troškove, smatraće se da je njen zahtev povučen, a arbitražni postupak okončan, ali se time ne dira u pravo tužioca da ponovo podnese isti zahtev.
7. Sekretarijat Arbitraže dostavlja bez odlaganja obaveštenje o arbitraži drugoj stranci ili strankama (u daljem tekstu: tuženi). Sekretarijat Arbitraže može dostavljanje

NOTICE OF ARBITRATION

Article 3

1. The party or parties initiating recourse to arbitration (hereinafter called the Claimant shall communicate to the Secretariat of the Court of Arbitration a notice of arbitration.
2. Arbitral proceedings shall be deemed to commence on the date on which the notice of arbitration is received by the Secretariat of the Court of Arbitration.
3. The notice of arbitration shall include the following:
 - (a) A demand that the dispute be referred to arbitration;
 - (b) The names and contact details of the parties;
 - (c) Designation of the arbitration agreement that is invoked;
 - (d) Designation of any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;
 - (e) A brief description of the subject of dispute and an indication of the amount involved, if any;
 - (f) The subject of relief or remedy sought;
 - (g) A proposal as to the number of arbitrators, language and place of arbitration, if the parties have not previously agreed thereon.
4. The notice of arbitration may also include:
 - (a) A proposal for the appointment of a sole arbitrator referred to in article 8 paragraph 1;
 - (b) Notification of the appointment of an arbitrator referred to in article 9 or 10.
5. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the sufficiency of the notice of arbitration, which shall be finally resolved by the arbitral tribunal.
6. Upon communicating the notice of arbitration, the Claimant shall pay to the Court of Arbitration full amount of arbitration costs in accordance with Article 41 paragraphs 1, 5 and 6 and in accordance with the Scale of Arbitration Costs that was in force on the date when the Secretariat received the notice of arbitration. If the party fails to pay the arbitration costs within the period of two months from the date when it was invited to do so, its claim shall be deemed withdrawn, and the arbitral proceedings shall be deemed terminated, without prejudice to the right of the claimant to file the same claim again.
7. The Secretariat of the Court of Arbitration shall communicate the notice of arbitration to the other party or parties (hereinafter: Respondent) without delay. The Secretariat of the Court of Arbitration may make the communication of the notice of arbitration subject to receipt of the requested number of copies of the notice in accordance with article 2 paragraph 7 of the Rules, and to the payment of the amount requested in accordance with paragraph 6 of this Article.

obaveštenja o arbitraži usloviti prijemom traženog broja primeraka obaveštenja o arbitraži u skladu sa članom 2 stav 7 Pravila, kao i traženom uplatom shodno stavu 6 ovog člana.

ODGOVOR NA OBAVEŠTENJE O ARBITRAŽI

Član 4

1. U roku od 30 dana od prijema obaveštenja o arbitraži, tuženi upućuje Sekretarijatu Arbitraže odgovor na obaveštenje o arbitraži, koji mora da sadrži:
 - (a) ime svakog tuženog i podatke za kontaktiranje;
 - (b) odgovor na navode iznete u obaveštenju o arbitraži saglasno članu 3 stavu 3, tačkama od (c) do (g).
2. Odgovor na obaveštenje o arbitraži takođe može da sadrži:
 - (a) prigovor nenadležnosti arbitražnog suda koji treba da se konstituiše prema ovim Pravilima;
 - (b) predlog za određivanje arbitra pojedince shodno članu 8 stavu 1;
 - (c) obaveštenje o imenovanju arbitra shodno članu 9 ili članu 10;
 - (d) kratak opis protivtužbe ili zahteva za prebijanje, ako su podneti, uključujući u tom slučaju i naznačenje novčanog iznosa na koji se odnose i zahteve koji se ističu;
 - (e) obaveštenje o arbitraži u skladu sa članom 3 u slučaju da tuženi ističe tužbeni zahtev prema nekoj od strana u arbitražnom sporazumu koja nije tužilac.
3. Nespornost u odnosu na propuštanje tuženog da odgovori na obaveštenje o arbitraži ili na nekompletan ili zakasneli odgovor na obaveštenje o arbitraži ne sprečava konstituisanje arbitražnog suda. O ovom nespornosti konačno odlučuje arbitražni sud.
4. Sekretarijat Arbitraže dostavlja tužiocu bez odlaganja odgovor na obaveštenje o arbitraži.
5. U slučaju da podnese protivtužbu, tuženi je dužan da uplati Arbitraži iznos arbitražnih troškova, u skladu sa članom 41 stavovi 1, 5 i 6 i Tarifom arbitražnih troškova koja je na snazi na dan kada je Sekretarijat Arbitraže primio obaveštenje o arbitraži. Ako tuženi u roku od dva meseca od dana kada je pozvan ne uplati troškove, smatraće se da njegova protivtužba nije bila podnesena.
6. Sekretarijat Arbitraže dostavlja bez odlaganja protiv-

RESPONSE TO THE NOTICE OF ARBITRATION

Article 4

1. Within 30 days of the receipt of the notice of arbitration, the respondent shall communicate to the Secretariat of the Court of Arbitration a response to the notice of arbitration, which shall include:
 - (a) The name and contact details of each respondent;
 - (b) A response to the information set forth in the notice of arbitration, pursuant to article 3 paragraphs 3 (c) to (g).
2. The response to the notice of arbitration may also include:
 - (a) Any plea that an arbitral tribunal to be constituted under these Rules lacks jurisdiction;
 - (b) A proposal for the appointment of a sole arbitrator referred to in article 8 paragraph 1;
 - (c) Notification of the appointment of an arbitrator referred to in article 9 or 10;
 - (d) A brief description of counterclaims or claims for the purpose of a set-off, if any, including where relevant, an indication of the amounts involved, and the relief or remedy sought;
 - (e) A notice of arbitration in accordance with article 3 in case the respondent formulates a claim against a party to the arbitration agreement other than the claimant.
3. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the respondent's failure to communicate a response to the notice of arbitration, or an incomplete or late response to the notice of arbitration, which shall be finally resolved by the arbitral tribunal.
4. The Secretariat of the Court of Arbitration shall communicate the response to the notice of arbitration to the claimant without delay.
5. In case the respondent has communicated a counterclaim, the respondent shall pay to the Court of Arbitration the amount of arbitration costs in accordance with Article 41 paragraphs 1, 5 and 6, and in accordance with the Scale of Arbitration Costs that is in force on the date when the Secretariat of the Court of Arbitration received the notice of arbitration. If the respondent fails to pay the costs within two months from the date when the respondent has been invited to do so, it shall be deemed that the counterclaim has not been communicated.
6. The Secretariat of the Court of Arbitration shall communicate the counterclaim to the claimant without delay. The Secretariat of the Court of Arbitration may make the communication of the counterclaim subject to receipt of the requested number of copies of the counterclaim in accordance with article 2 paragraph 7 of the Rules, and to the payment of the requested amount in accordance with paragraph 5 of this Article.

tužbu tužiocu. Sekretarijat Arbitraže može dostavljanje protivtužbe usloviti prijemom traženog broja primeraka protivtužbe i priloga u skladu sa članom 2 stav 7 Pravila, kao i traženom uplatom shodno stavu 5 ovog člana.

ZASTUPANJE I SAVETOVANJE

Član 5

Svaka stranka može imati zastupnike ili savetnike po svom izboru. Imena i adrese takvih lica moraju se uputiti Sekretarijatu Arbitraže, svim strankama kao i arbitražnom sudu. U ovom dopisu mora biti navedeno da li se imenovanje vrši radi zastupanja ili savetovanja. Sekretarijat Arbitraže i Arbitražni sud u svako doba, na sopstvenu inicijativu ili na zahtev stranke, mogu da zatraže dokaz, u formi koju sami odrede, o tome da zastupnik ima punomoćje za zastupanje.

ORGANI ODREĐIVANJA I IMENOVANJA

Član 6

1. Odredbe koje se odnose na ovlašćenja organa određivanja na osnovu Arbitražnih pravila UNCITRAL-a ne primenjuju se na postupak prema ovim Pravilima.
2. Ovlašćenja koja, na osnovu Arbitražnih pravila UNCITRAL-a pripadaju organu imenovanja, vrši Predsedništvo u užem sastavu Spoljnotrgovinske arbitraže pri Privrednoj komori Srbije, koje čine predsednik i dva potpredsednika (u daljem tekstu: Predsedništvo).

DEO II SASTAV ARBITRAŽNOG SUDA

BROJ ARBITARA

Član 7

1. Ako se stranke nisu prethodno sporazumele o broju arbitara i ako se u roku od 30 dana pošto je tuženi primio obaveštenje o arbitraži stranke nisu sporazumele da se imenuje samo jedan arbitar, imenuju se tri arbitra.
2. Bez obzira na odredbu iz stava 1, ako nijedna druga stranka nije odgovorila na predlog stranke da se imenuje arbitar pojedinac u roku predviđenom u stavu 1, a stranka ili stranke u pitanju su propustile da imenuju drugog arbitra u skladu sa članom 9 ili članom 10, Predsedništvo može, na zahtev stranke, imenovati arbi-

REPRESENTATION AND ASSISTANCE

Article 5

Each party may be represented or assisted by persons chosen by it. The names and addresses of such persons must be communicated to the Secretariat of the Court of Arbitration, to all parties and to the arbitral tribunal. Such communication must specify whether the appointment is being made for purposes of representation or assistance. Where a person is to act as a representative of a party, the Secretariat of the Court of Arbitration or the arbitral tribunal, on their own initiative or at the request of any party, may at any time require proof of authority granted to the representative in such a form as the arbitral tribunal may determine.

DESIGNATING AND APPOINTING AUTHORITIES

Article 6

1. The provisions of UNCITRAL Arbitration Rules relating to the powers of the designating authority shall not be applicable to the proceedings conducted under the present Rules.
2. The powers that belong to the appointing authority under the UNCITRAL Arbitration Rules shall be exercised by the Board of the Foreign Trade Court of Arbitration of the Chamber of Commerce and Industry of Serbia. The Board is comprised of three members: Chairman and two Vice-Chairmen (hereinafter: the Board).

SECTION II COMPOSITION OF THE ARBITRAL TRIBUNAL

NUMBER OF ARBITRATORS

Article 7

1. If the parties have not previously agreed on the number of arbitrators, and if within 30 days after the receipt by the respondent of the notice of arbitration the parties have not agreed that there shall be only one arbitrator, three arbitrators shall be appointed.
2. Notwithstanding paragraph 1, if no other parties have responded to a party's proposal to appoint a sole arbitrator within the time limit provided for in paragraph 1 and the party or parties concerned have failed to appoint a second arbitrator in accordance with article 9 or 10, the Board may, at the request of a party, appoint a sole arbitrator pursuant to the procedure provided for in article 8 paragraph 2, if it determines that, in view of the circumstances of the case, this is more appropriate.

tra pojedinca prema postupku predviđenom u članu 8, stavu 2, ako oceni da bi to bilo celishodnije s obzirom na okolnosti slučaja.

IMENOVANJE ARBITARA

Član 8

1. Ako su se stranke sporazumele da se imenuje arbitar pojedinac i ako u roku od 30 dana pošto su sve stranke primile predlog za imenovanje arbitra pojedinca o tome nije postignut sporazum, arbitra pojedinca na zahtev stranke imenuje Predsedništvo.
2. Predsedništvo imenuje arbitra pojedinca što je pre moguće.

Član 9

1. Ako se imenuju tri arbitra, svaka stranka imenuje po jednog arbitra i o tome obaveštava Sekretarijat Arbitraže. Tako imenovana dva arbitra biraju trećeg, koji vrši dužnost predsedavajućeg arbitra arbitražnog suda, o čemu obaveštavaju Sekretarijat Arbitraže.
2. Ako u roku od 30 dana pošto je Sekretarijat Arbitraže primio od stranke obaveštenje o imenovanju arbitra, druga stranka ne obavesti Sekretarijat Arbitraže o imenu arbitra koga je ona imenovala, prva stranka može zahtevati od Predsedništva da imenuje drugog arbitra.
3. Ako se u roku od 30 dana po imenovanju drugog arbitra, dva arbitra ne saglase oko izbora predsedavajućeg arbitra, imenuje ga Predsedništvo na način koji je u članu 8 predviđen za imenovanje arbitra pojedinca.

Član 10

1. Za potrebe člana 9 stava 1, ako se imenuju tri arbitra a postoji više stranaka na strani tužioca ili tuženog i stranke se nisu sporazumele o nekom drugom načinu izbora arbitara, tužioci zajedno ili tuženi zajedno imenuju po jednog arbitra.
2. Ako su se stranke sporazumele da se arbitražni sud sastoji od broja arbitara koji nije ni jedan ni tri, arbitri se imenuju po metodu koji stranke sporazumno odrede, pod uslovom da broj arbitara bude neparan.
3. Ako se arbitražni sud ne konstituiše prema ovim Pravilima, Predsedništvo konstituiše arbitražni sud na zahtev stranke, pri čemu može da opozove svakog arbitra koji je već imenovan i da imenuje ili ponovo imenuje svakog od

APPOINTMENT OF ARBITRATORS

Article 8

1. If the parties have agreed that a sole arbitrator is to be appointed and if within 30 days after receipt by all other parties of a proposal for the appointment of a sole arbitrator the parties have not reached agreement thereon, a sole arbitrator shall, at the request of a party, be appointed by the Board.
2. The Board shall appoint the sole arbitrator as promptly as possible.

Article 9

1. If three arbitrators are to be appointed, each party shall appoint one arbitrator and inform the Secretariat of the Court of Arbitration thereof. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the arbitral tribunal. They shall inform the Secretariat of the Court of Arbitration thereof.
2. If within 30 days after the Secretariat of the Court of Arbitration has received a party's notification of the appointment of an arbitrator the other party has not notified the Secretariat of the Court of Arbitration of the arbitrator it has appointed, the first party may request the Board to appoint the second arbitrator.
3. If within 30 days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by the Board in the same way as a sole arbitrator would be appointed under article 8.

Article 10

1. For the purposes of article 9 paragraph 1, where three arbitrators are to be appointed and there are multiple parties as claimant or as respondent, unless the parties have agreed to another method of appointment of arbitrators, the multiple parties jointly, whether as claimant or as respondent, shall appoint an arbitrator.
2. If the parties have agreed that the arbitral tribunal is to be composed of a number of arbitrators other than one or three, the arbitrators shall be appointed according to the method agreed upon by the parties, subject to requirement that the number of arbitrators shall be uneven.
3. In the event of any failure to constitute the arbitral tribunal under these Rules, the Board shall, at the request of any party, constitute the arbitral tribunal and, in doing so, may revoke any appointment already made and appoint or

arbitara kao i da odredi jednog od njih kao predsjedavajućeg arbitra.

IZJAVE ARBITRA I IZUZEĆE ^{2**}

Član 11

Lice koje bi moglo biti imenovano za arbitra, kada mu se u vezi s tim obrate, saopštava Sekretarijatu Arbitraže svaku okolnost koja bi mogla izazvati opravdanu sumnju u njegovu nepristrasnost ili nezavisnost. Arbitar, počev od momenta imenovanja i u toku celog arbitražnog postupka, bez odlaganja saopštava svaku takvu okolnost Sekretarijatu Arbitraže, osim ako ga je već ranije o tome obavestio. Sekretarijat Arbitraže o tome obaveštava stranke i daje im mogućnost da se o tome u primerenom roku izjasne.

Član 12

1. Svaki arbitar može biti izuzet ako postoje okolnosti koje dovode u opravdanu sumnju njegovu nepristrasnost ili nezavisnost.
2. Stranka može tražiti izuzeće arbitra koga je sama imenovala samo iz razloga za koje je doznala pošto ga je imenovala.
3. U slučaju kada arbitar ne obavlja svoju dužnost ili kada je *de iure* ili *de facto* u nemogućnosti da obavlja dužnosti arbitra, primenjuje se postupak za izuzeće arbitra predviđen članom 13.

Član 13

1. Stranka koja namerava da traži izuzeće arbitra upućuje zahtev za izuzeće u roku od 15 dana pošto je obavestena o njegovom imenovanju ili u roku od 15 dana pošto je saznala za okolnosti navedene u članovima 11 i 12.
2. Zahtev za izuzeće upućuje se Sekretarijatu Arbitraže. Zahtev sadrži razloge za izuzeće. Sekretarijat Arbitraže daje mogućnost svim strankama, arbitru čije se izuzeće traži i ostalim arbitrima, da se u primerenom roku o tome izjasne.
3. Kada jedna stranka zatraži izuzeće arbitra, sve stranke mogu prihvatiti izuzeće. Arbitar se takođe može sam povući sa dužnosti pošto je zatraženo njegovo izuzeće. To ni u jednom ni u drugom slučaju ne podrazumeva da se priznaje osnovanost razloga za izuzeće.
4. Ako u roku od 15 dana od dana prijema zahteva za izu-

^{2**} U Aneksu II Pravila nalaze se modeli izjava o nezavisnosti iz člana 11.

reappoint each of the arbitrators and designate one of them as the presiding arbitrator.

DISCLOSURES BY AND CHALLENGE OF ARBITRATORS ^{2**}

Article 11

When a person is approached in connection with his or her possible appointment as an arbitrator, he or she shall disclose to the Secretariat of the Court of Arbitration any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence. An arbitrator, from the time of his or her appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances to the Secretariat of the Court of Arbitration unless the Secretariat has already been informed by him of these circumstances. The Secretariat of the Court of Arbitration shall inform the parties thereof and shall give them proper opportunity to express their views thereon.

Article 12

1. Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence.
2. A party may challenge the arbitrator appointed by it only for reasons of which it becomes aware after the appointment has been made.
3. In the event that an arbitrator fails to act or in the event of the de jure or de facto impossibility of his or her performing his or her functions, the procedure in respect of the challenge of an arbitrator as provided in article 13 shall apply.

Article 13

1. A party that intends to challenge an arbitrator shall send notice of its challenge within 15 days after it has been notified of the appointment of the challenged arbitrator, or within 15 days after the circumstances mentioned in articles 11 and 12 became known to that party.
2. The notice of challenge shall be communicated to the Secretariat of the Court of Arbitration. The notice of challenge shall state the reasons for the challenge. The Secretariat of the Court of Arbitration shall provide all parties, the challenged arbitrator and other arbitrators an opportunity to express their views thereon within an appropriate period of time.
3. When an arbitrator has been challenged by a party, all

^{2**} The model statements of independence from Article 11 are attached as Annex no. II of the Rules.

zeće, sve stranke ne prihvate izuzeće ili se arbitar čije se izuzeće traži sam ne povuče, stranka koja zahteva izuzeće može odlučiti da ostane pri zahtevu za izuzeće. U tom slučaju, u roku od 30 dana od dana kada je primila pomenuti zahtev, ona može da traži od Predsedništva da donese odluku o izuzeću.

ZAMENA ARBITRA

Član 14

1. Ako u stavu 2 nije drugačije predviđeno, u slučaju kada je potrebno da se tokom arbitražnog postupka zameni arbitar, novi arbitar se imenuje ili bira po postupku predviđenom u članovima od 8 do 11, koji je primenjen prilikom imenovanja ili izbora arbitra koji se zamenjuje. Ovaj postupak se primenjuje čak i kada je stranka propustila da koristi svoje pravo da imenuje arbitra ili da učestvuje u imenovanju arbitra koji treba da bude zamenjen.
2. Ako na zahtev stranke oceni da bi s obzirom na izuzetne okolnosti slučaja bilo opravdano da se stranci uskrati pravo da imenuje zamenika arbitra, Predsedništvo može, pošto pruži mogućnost strankama i preostalim arbitrima da iznesu svoje stavove, da imenuje zamenika arbitra.

PONAVLJANJE RASPRAVE U SLUČAJU ZAMENE ARBITRA

Član 15

Ako je jedan arbitar zamenjen, postupak se nastavlja od onog stadijuma u kome je arbitar koji je zamenjen prestao da obavlja svoju dužnost, osim ako arbitražni sud ne odluči drugačije.

ISKLJUČENJE ODGOVORNOSTI

Član 16

Osim u slučaju namerno preduzetih nedozvoljenih radnji, stranke se odriču, u meri u kojoj je to dopušteno merodavnim pravom, svih zahteva protiv arbitara, Sekretarijata Arbitraže, njegovih službenika i zaposlenih, Predsedništva kao i bilo kog lica koje je imenovao arbitražni sud, zasnovanih na činjenju ili propuštanju u vezi sa arbitražom.

parties may agree to the challenge. The arbitrator may also, after the challenge, withdraw from his or her office. In neither case does this imply acceptance of the validity of the grounds for the challenge.

4. If, within 15 days from the date of the notice of challenge, all parties do not agree to the challenge or the challenged arbitrator does not withdraw, the party making the challenge may elect to pursue it. In that case, within 30 days from the date of the notice of challenge, it shall seek a decision on the challenge by the Board.

REPLACEMENT OF AN ARBITRATOR

Article 14

1. Subject to paragraph 2, in any event where an arbitrator has to be replaced during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in articles 8 to 11 that was applicable to the appointment or choice of the arbitrator being replaced. This procedure shall apply even if during the process of appointing the arbitrator to be replaced, a party had failed to exercise its right to appoint or to participate in the appointment.
2. If, at the request of a party, Board determines that, in view of the exceptional circumstances of the case, it would be justified for a party to be deprived of its right to appoint a substitute arbitrator, the Board may appoint the substitute arbitrator, after giving an opportunity to the parties and the remaining arbitrators to express their views.

REPETITION OF HEARINGS IN THE EVENT OF THE REPLACEMENT OF AN ARBITRATOR

Article 15

If an arbitrator is replaced, the proceedings shall resume at the stage where the arbitrator who was replaced ceased to perform his or her functions, unless the arbitral tribunal decides otherwise.

EXCLUSION OF LIABILITY

Article 16

Save for intentional wrong doing, the parties waive, to the fullest extent permitted under the applicable law, any claim against the arbitrators, the Secretariat of the Court of Arbitration, its officers and employees, the Board, and any person appointed by the arbitral tribunal based on any act or omission in connection with the arbitration.

DEO III ARBITRAŽNI POSTUPAK

OPŠTE ODREDBE

Član 17

1. Ako ovim Pravilima nije drugačije predviđeno, arbitražni sud može da sprovede postupak na način koji smatra celishodnim, pod uslovom da se sa strankama postupa jednako i da je u odgovarajućem stadijumu postupka svakoj stranci data odgovarajuća mogućnost da iskoristi svoja prava i da iznese svoje predloge. Arbitražni sud, u vršenju svog diskrecionog prava, sprovodi postupak na način na koji se izbegavaju nepotrebna odugovlačenja i troškovi i obezbeđuje pravičan i efikasan postupak rešavanja spora između stranaka.
2. U najkraćem roku pošto je konstituisan i pošto pozove stranke da izlože svoje stavove, arbitražni sud ustanovljava okvirni raspored odvijanja arbitraže. Arbitražni sud može u svako doba, pošto je pozvao stranke da izlože svoje stavove, da produži ili skрати svaki rok predviđen ovim Pravilima ili rok o kome su se stranke sporazumele.
3. Ako to zatraži jedna od stranaka u odgovarajućoj fazi postupka, arbitražni sud održava raspravu radi saslušanja svedoka, uključujući i saslušanje veštaka kao svedoka, ili radi toga da stranke usmeno iznesu svoje stavove. Ako takvog zahteva nema, arbitražni sud odlučuje da li će održati raspravu ili će postupak voditi na temelju isprava i druge procesne građe.
4. Sve dopise koje upućuje arbitražnom sudu, stranka upućuje i svim drugim strankama. Ona ih upućuje istovremeno, osim ako je arbitražni sud dozvolio nešto drugo, ukoliko mu to dopušta merodavno pravo.
5. Arbitražni sud može, na zahtev stranke, dozvoliti da se jedno ili više trećih lica pridruži arbitraži u svojstvu stranke, pod uslovom da su ta lica ugovorne strane u arbitražnom sporazumu, osim ako arbitražni sud ne nađe, pošto omogućiti svakoj stranci, uključujući i treće lica ili lica koja treba da se pridruže da se o tome izjasne, da pridruživanje ne treba da bude dopušteno zbog štete koju bi nanelo jednoj od stranaka.
Arbitražni sud može doneti jednu jedinstvenu odluku ili više odluka u odnosu na sve stranke koje su tako bile uključene u arbitražu.

SECTION III
ARBITRAL PROCEEDINGS

GENERAL PROVISIONS

Article 17

1. Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that at an appropriate stage of the proceedings each party is given a reasonable opportunity of presenting its case. The arbitral tribunal, in exercising its discretion, shall conduct the proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the parties' dispute.
2. As soon as practicable after its constitution and after inviting the parties to express their views, the arbitral tribunal shall establish the provisional timetable of the arbitration. The arbitral tribunal may, at any time, after inviting the parties to express their views, extend or abridge any period of time prescribed under these Rules or agreed by the parties.
3. If at an appropriate stage of the proceedings any party so requests, the arbitral tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the arbitral tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials.
4. All communications to the arbitral tribunal by one party shall be communicated by that party to all other parties. Such communications shall be made at the same time, except as otherwise permitted by the arbitral tribunal if it may do so under applicable law.
5. The arbitral tribunal may, at the request of any party, allow one or more third persons to be joined in the arbitration as a party provided such person is a party to the arbitration agreement, unless the arbitral tribunal finds, after giving all parties, including the person or persons to be joined, the opportunity to be heard, that joinder should not be permitted because of prejudice to any of those parties. The arbitral tribunal may make a single award or several awards in respect of all parties so involved in the arbitration.

MESTO ARBITRAŽE

Član 18

1. Ukoliko stranke nisu prethodno sporazumno odredile mesto arbitraže, odrediće ga arbitražni sud, vodeći računa o okolnostima slučaja. Smatra se da je arbitražna odluka doneta u mestu arbitraže.
2. Arbitražni sud može da se sastane radi većanja u svakom mestu koje smatra odgovarajućim. Ako se stranke nisu drugačije sporazumele, arbitražni sud može takođe da se sastane u svakom mestu koje smatra odgovarajućim i u drugom cilju, uključujući i održavanje usmene rasprave.

JEZIK

Član 19

1. Ako se stranke nisu drugačije sporazumele, arbitražni sud odmah pošto je imenovan utvrđuje jezik ili jezike na kojima će se voditi postupak. Takvo utvrđivanje se odnosi na tužbu, odgovor na tužbu i na sve ostale podneske, a ako se održava usmena rasprava, takođe i na jezik ili jezike na kojima će se ta rasprava voditi.
2. Arbitražni sud može da odredi da sve isprave priložene uz tužbu ili odgovor na tužbu i sve ostale isprave podnete u toku postupka koje su predate na izvornom jeziku moraju da budu praćene prevodom na jezik ili jezike koje su stranke ugovorile ili koje je odredio arbitražni sud.

TUŽBA

Član 20

1. Tužilac, u roku koji odredi arbitražni sud, upućuje tužbu u pisanom obliku tuženom i svakom od arbitara. Tužilac može da odluči da se njegovo obaveštenje o arbitraži predviđeno u članu 3 smatra za tužbu, ukoliko ono ispunjava i uslove predviđene stavovima od 2 do 4 ovog člana.
2. Tužba sadrži sledeće podatke:
 - (a) imena i podatke za kontaktiranje stranaka;
 - (b) činjenice na kojima se zasniva tužbeni zahtev;
 - (c) sporna pitanja;
 - (d) tužbeni zahtev;
 - (e) pravni osnov ili argumente u prilog tužbe.

PLACE OF ARBITRATION

Article 18

1. If the parties have not previously agreed on the place of arbitration, the place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case. The award shall be deemed to have been made at the place of arbitration.
2. The arbitral tribunal may meet at any location it considers appropriate for deliberations. Unless otherwise agreed by the parties, the arbitral tribunal may also meet at any location it considers appropriate for any other purpose, including hearings.

LANGUAGE

Article 19

1. Subject to an agreement by the parties, the arbitral tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings. This determination shall apply to the statement of claim, the statement of defence, and any further written statements and, if oral hearings take place, to the language or languages to be used in such hearings.
2. The arbitral tribunal may order that any documents annexed to the statement of claim or statement of defence, and any supplementary documents or exhibits submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral tribunal.

STATEMENT OF CLAIM

Article 20

1. The claimant shall communicate its statement of claim in writing to the respondent and to each of the arbitrators within a period of time to be determined by the arbitral tribunal. The claimant may elect to treat its notice of arbitration referred to in article 3 as a statement of claim, provided that the notice of arbitration also complies with the requirements of paragraphs 2 to 4 of this article.
2. The statement of claim shall include the following particulars:
 - (a) The names and contact details of the parties;
 - (b) A statement of the facts supporting the claim;
 - (c) The points at issue;
 - (d) The relief or remedy sought;

3. Uz tužbu se prilaže primerak ugovora ili drugog pravnog akta iz koga ili u vezi sa kojim je spor nastao, kao i arbitražnog sporazuma.
4. Uz tužbu se, ukoliko je to moguće, prilažu sve isprave i drugi dokazi na koje se tužilac oslanja ili se na njih poziva.

ODGOVOR NA TUŽBU

Član 21

1. Unutar roka koji odredi arbitražni sud, tuženi upućuje tužiocu i svakom od arbitara pismeni odgovor na tužbu. Tuženi može da odluči da se njegov odgovor na obaveštenje o arbitraži predviđen u članu 4 smatra za odgovor na tužbu, ukoliko on ispunjava uslove predviđene u stavu 2 ovog člana.
2. Odgovor na tužbu odgovara na navode tužbe iz tačaka od (b) do (e) (član 20, stav 2). Uz odgovor na tužbu se, ukoliko je to moguće, prilažu sve isprave i drugi dokazi na koje se tuženi oslanja ili se na njih poziva.
3. U odgovoru na tužbu ili u kasnijem stadijumu arbitražnog postupka, ako arbitražni sud odluči da okolnosti opravdavaju takvo odlaganje, tuženi može da podnese protivtužbu ili zahtev za prebijanje pod uslovom da je arbitražni sud za njih nadležan.
4. Odredbe iz člana 20, stavova od 2 do 4 primenjuju se takođe na protivtužbu, tužbeni zahtev iz člana 4, stava 2, tačke (e) i na zahtev za prebijanje.

IZMENE TUŽBE ILI ODGOVORA NA TUŽBU

Član 22

U toku arbitražnog postupka stranka može izmeniti ili dopuniti tužbu ili odgovor na tužbu, uključujući i protivtužbu ili zahtev za prebijanje, osim u slučaju kad arbitražni sud smatra da nije celishodno da dopusti takve izmene i dopune zbog toga što su podnete sa zakašnjenjem ili bi mogle prouzrokovati štetu ostalim strankama ili zbog drugih okolnosti. Ipak, tužba ili odgovor na tužbu, uključujući protivtužbu ili zahtev za prebijanje, ne mogu da se izmene niti dopune na takav način da te izmene i dopune prekorače granice nadležnosti arbitražnog suda.

- (e) The legal grounds or arguments supporting the claim.
3. A copy of any contract or other legal instrument out of or in relation to which the dispute arises and of the arbitration agreement shall be annexed to the statement of claim.
4. The statement of claim should, as far as possible, be accompanied by all documents and other evidence relied upon by the claimant, or contain references to them.

STATEMENT OF DEFENCE

Article 21

1. The respondent shall communicate its statement of defence in writing to the claimant and to each of the arbitrators within a period of time to be determined by the arbitral tribunal. The respondent may elect to treat its response to the notice of arbitration referred to in article 4 as a statement of defence, provided that the response to the notice of arbitration also complies with the requirements of paragraph 2 of this article.
2. The statement of defence shall reply to the particulars (b) to (e) of the statement of claim (art. 20, para. 2). The statement of defence should, as far as possible, be accompanied by all documents and other evidence relied upon by the respondent, or contain references to them.
3. In its statement of defence, or at a later stage in the arbitral proceedings if the arbitral tribunal decides that the delay was justified under the circumstances, the respondent may make a counterclaim or rely on a claim for the purpose of a set-off provided that the arbitral tribunal has jurisdiction over it.
4. The provisions of article 20, paragraphs 2 to 4, shall apply to a counterclaim, a claim under article 4, paragraph 2 (e), and a claim relied on for the purpose of a set-off.

AMENDMENTS TO THE CLAIM OR DEFENCE

Article 22

During the course of the arbitral proceedings, a party may amend or supplement its claim or defence, including a counterclaim or a claim for the purpose of a set-off, unless the arbitral tribunal considers it inappropriate to allow such amendment or supplement having regard to the delay in making it or prejudice to other parties or any other circumstances. However, a claim or defence, including a counterclaim or a claim for the purpose of a set-off, may not be amended or supplemented in such a manner that the amended or supplemented claim or defence falls outside the jurisdiction of the arbitral tribunal.

PRIGOVORI NENADLEŽNOSTI ARBITRAŽNOG SUDA

Član 23

1. Arbitražni sud je ovlašćen da odlučuje o sopstvenoj nadležnosti uključujući i odlučivanje o svakom prigovoru u pogledu postojanja ili punovažnosti arbitražnog sporazuma. U tom cilju arbitražna klauzula koja je sastavni deo nekog ugovora smatra se sporazumom koji je nezavisan od ostalih odredaba tog ugovora. Odluka arbitražnog suda kojom se utvrđuje ništavost takvog ugovora ne povlači automatski i ništavost arbitražne klauzule.
2. Prigovor nenadležnosti arbitražnog suda podnosi se najkasnije u odgovoru na tužbu ili, ako je reč o protivtužbi ili zahtevu za prebijanje, u odgovoru na protivtužbu ili na zahtev za prebijanje. Činjenica da je stranka imenovala arbitra ili učestvovala u njegovom imenovanju ne lišava je prava da podnese takav prigovor. Prigovor da je arbitražni sud prekoračio granice svojih ovlašćenja podnosi se čim predmet za koji se tvrdi da prelazi granice njegovih ovlašćenja bude iznet tokom arbitražnog postupka. Arbitražni sud može u oba slučaja da dozvoli i zakasneli prigovor ako smatra da je do zakašnjenja došlo iz opravdanih razloga.
3. Arbitražni sud može da rešava o prigovoru predviđenom u stavu 2 bilo kao o prethodnom pitanju, bilo u odluci o suštini spora. Arbitražni sud može da nastavi arbitražni postupak i da donese arbitražnu odluku bez obzira na to što se pred sudom vodi postupak kojim se osporava njegova nadležnost.

DALJI PISANI PODNESCI

Član 24

Arbitražni sud odlučuje koje dalje pisane podneske, osim tužbe i odgovora na tužbu, stranke treba ili mogu da mu podnesu i utvrđuje rok za njihovo upućivanje.

ROKOVI

Član 25

Rokovi koje odredi arbitražni sud za upućivanje pisanih podnesaka (uključujući tužbu i odgovor na tužbu) ne bi trebalo da budu duži od 45 dana. Međutim, arbitražni sud može da produži rokove ako nađe da je takvo produženje opravdano.

PLEAS AS TO THE JURISDICTION OF THE ARBITRAL TRIBUNAL

Article 23

1. The arbitral tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. For that purpose, an arbitration clause that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null shall not entail automatically the invalidity of the arbitration clause.
2. A plea that the arbitral tribunal does not have jurisdiction shall be raised no later than in the statement of defence or, with respect to a counterclaim or a claim for the purpose of a set-off, in the reply to the counterclaim or to the claim for the purpose of a set-off. A party is not precluded from raising such a plea by the fact that it has appointed, or participated in the appointment of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.
3. The arbitral tribunal may rule on a plea referred to in paragraph 2 either as a preliminary question or in an award on the merits. The arbitral tribunal may continue the arbitral proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a court.

FURTHER WRITTEN STATEMENTS

Article 24

The arbitral tribunal shall decide which further written statements, in addition to the statement of claim and the statement of defence, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.

PERIODS OF TIME

Article 25

The periods of time fixed by the arbitral tribunal for the communication of written statements (including the statement of claim and statement of defence) should not exceed 45 days. However, the arbitral tribunal may extend the time limits if it concludes that an extension is justified.

PRIVREMENE MERE

Član 26

1. Arbitražni sud može, na zahtev stranke, da odredi privremene mere.
2. Privremena mera je bilo koja vremenski ograničena mera kojom arbitražni sud, u svako doba pre donošenja arbitražne odluke kojom se konačno rešava spor, naređuje stranci, na primer, ali ne isključivo u navedenim slučajevima:
 - (a) da održi ili ponovo uspostavi *status quo* dok se spor konačno ne reši;
 - (b) da preduzme radnju koja bi sprečila nastupanje (i) neposredne ili neizbežne štete ili (ii) štete samom arbitražnom postupku, ili da se uzdrži od radnje koja bi mogla prouzrokovati takvu štetu;
 - (c) da obezbedi način za očuvanje sredstava iz kojih bi se kasnija arbitražna odluka mogla izvršiti; ili
 - (d) da sačuva dokaz koji može biti značajan i bitan za rešavanje spora.
3. Stranka koja zahteva privremenu meru na osnovu stava 2, tačkaka od (a) do (c) treba da pred arbitražnim sudom dokaže:
 - (a) da postoji verovatnoća da će, ako se mera ne odredi, nastupiti šteta koja se ne može nadoknaditi na odgovarajući način arbitražnom odlukom o naknadi štete i da takva šteta znatno premašuje štetu koju će verovatno pretrpeti stranka protiv koje je uperena privremena mera ako se mera odredi; i
 - (b) da postoji osnovana mogućnost da će uspeti u svom zahtevu koji se odnosi na suštinu spora. Odluka u tom pogledu ne utiče na slobodu ocene arbitražnog suda prilikom donošenja bilo koje kasnije odluke.
4. U pogledu zahteva za privremenu meru iz tačke (d) stava 2, uslovi predviđeni tačkama (a) i (b) stava 3 primenjuju se samo u meri u kojoj arbitražni sud to smatra celishodnim.
5. Arbitražni sud može na zahtev bilo koje stranke ili u izuzetnim okolnostima, na sopstvenu inicijativu pod uslovom da prethodno obavesti stranke, promeniti, obustaviti ili ukinuti privremenu meru koju je odredio.
6. Arbitražni sud može zahtevati da stranka koja zahteva privremenu meru položi odgovarajuće obezbeđenje u vezi sa tom merom.
7. Arbitražni sud može od svake stranke zahtevati da ga

INTERIM MEASURES

Article 26

1. The arbitral tribunal may, at the request of a party, grant interim measures.
2. An interim measure is any temporary measure by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party, for example and without limitation, to:
 - (a) Maintain or restore the status quo pending determination of the dispute;
 - (b) Take action that would prevent, or refrain from taking action that is likely to cause, (i) current or imminent harm or (ii) prejudice to the arbitral process itself;
 - (c) Provide a means of preserving assets out of which a subsequent award may be satisfied; or
 - (d) Preserve evidence that may be relevant and material to the resolution of the dispute.
3. The party requesting an interim measure under paragraphs 2 (a) to (c) shall satisfy the arbitral tribunal that:
 - (a) Harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and
 - (b) There is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination.
4. With regard to a request for an interim measure under paragraph 2 (d), the requirements in paragraphs 3 (a) and (b) shall apply only to the extent the arbitral tribunal considers appropriate.
5. The arbitral tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal's own initiative.
6. The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.
7. The arbitral tribunal may require any party promptly to disclose any material change in the circumstances on

- odmah obavesti o svim bitnim promenama okolnosti na osnovu kojih je podnet zahtev za određivanje privremene mere ili na osnovu kojih je ona određena.
8. Stranka koja zahteva privremenu meru može biti odgovorna za sve troškove i štetu koju je mera prouzrokovala bilo kojoj stranci ako arbitražni sud kasnije odluči da u datim okolnostima mera nije trebalo da bude određena. Arbitražni sud može dosuditi naknadu takvih troškova i štete u svako doba u toku postupka.
 9. Zahtev za privremenu meru koji stranka podnese redovnom sudu ne smatra se nespojivim sa arbitražnim sporazumom niti se smatra odricanjem od tog sporazuma.

DOKAZI

Član 27

1. Svaka stranka snosi teret dokazivanja činjenica na kojima zasniva svoju tužbu ili odgovor na tužbu.
2. Stranke mogu predložiti bilo koje lice da kao svedok, uključujući i veštaka u svojstvu svedoka, pred arbitražnim sudom dā iskaz o bilo kom faktičkom ili stručnom pitanju bez obzira da li je to lice stranka u arbitražnom postupku ili je na bilo koji način povezano sa strankom. Ako arbitražni sud nije naložio nešto drugo, iskazi svedoka, uključujući i veštake u svojstvu svedoka, mogu se dati u obliku pismena koje su ta lica potpisala.
3. U svako doba tokom arbitražnog postupka arbitražni sud može zahtevati da stranke podnesu dodatne dokaze u roku koji sam odredi.
4. Arbitražni sud odlučuje o dopuštenosti, značaju i dokaznoj snazi podnetih dokaza.

USMENA RASPRAVA

Član 28

1. U slučaju održavanja usmene rasprave arbitražni sud blagovremeno obaveštava stranke o datumu, vremenu i mestu održavanja rasprave.
2. Svedoci, uključujući i veštake u svojstvu svedoka, mogu se saslušavati pod uslovima i na način koji utvrdi arbitražni sud.
3. Ako se stranke nisu drugačije sporazumele, rasprava je nejavna. Arbitražni sud može da zahteva da se svedok ili svedoci, uključujući veštake u svojstvu svedoka, udaje za vreme davanja iskaza drugih svedoka, osim ako je

the basis of which the interim measure was requested or granted.

8. The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the arbitral tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The arbitral tribunal may award such costs and damages at any point during the proceedings.
9. A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

EVIDENCE

Article 27

1. Each party shall have the burden of proving the facts relied on to support its claim or defence.
2. Witnesses, including expert witnesses, who are presented by the parties to testify to the arbitral tribunal on any issue of fact or expertise may be any individual, notwithstanding that the individual is a party to the arbitration or in any way related to a party. Unless otherwise directed by the arbitral tribunal, statements by witnesses, including expert witnesses, may be presented in writing and signed by them.
3. At any time during the arbitral proceedings the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the arbitral tribunal shall determine.
4. The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

HEARINGS

Article 28

1. In the event of an oral hearing, the arbitral tribunal shall give the parties adequate advance notice of the date, time and place thereof.
2. Witnesses, including expert witnesses, may be heard under the conditions and examined in the manner set by the arbitral tribunal.
3. Hearings shall be held in camera unless the parties agree otherwise. The arbitral tribunal may require the retirement of any witness or witnesses, including expert witnesses, during the testimony of such other witnesses, except that a witness, including an expert witness, who is a party

svedok, uključujući i veštaka u svojstvu svedoka, stranka u arbitražnom postupku, od koje se u načelu ne bi moglo zahtevati da se udalji.

4. Arbitražni sud može naložiti da se svedoci, uključujući i veštaka u svojstvu svedoka, ispituju putem sredstava telekomunikacija koja ne zahtevaju njihovo fizičko prisustvo na raspravi (kao što je videokonferencija).

VEŠTACI KOJE IMENUJE ARBITRAŽNI SUD

Član 29

1. Arbitražni sud, posle konsultacije sa strankama, može da imenuje jednog ili više nezavisnih veštaka da mu podnesu pismeni izveštaj o pojedinim pitanjima koja bude odredio. Primerak naloga veštaku ustanovljen od strane arbitražnog suda upućuje se strankama.
2. Veštak podnosi arbitražnom sudu i strankama, u načelu pre nego što prihvati imenovanje, opis svojih kvalifikacija i izjavu o nepristrasnosti i nezavisnosti. Stranke obaveštavaju arbitražni sud u roku koji im on odredi da li imaju bilo kakav prigovor koji se odnosi na veštakove kvalifikacije, njegovu nepristrasnost ili nezavisnost. Arbitražni sud odlučuje u najkraćem roku da li prihvata te prigovore. Pošto je veštak imenovan, stranka može prigovoriti njegovim kvalifikacijama, nepristrasnosti ili nezavisnosti, samo na osnovu razloga za koje je doznala po izvršenom imenovanju. Arbitražni sud odlučuje u najkraćem roku, koje mere eventualno treba preduzeti.
3. Stranke pružaju veštaku sve relevantne informacije ili mu stavljaju na uvid važne isprave i robu koje on od njih zatraži. Arbitražni sud odlučuje o svakoj nesaglasnosti između stranke i veštaka u pogledu osnovanosti takvih zahteva.
4. Po prijemu izveštaja veštaka arbitražni sud upućuje primerak izveštaja strankama i daje im mogućnost da se o njemu pismeno izjasne. Stranke imaju pravo da pregledaju svaku ispravu na koju se pozvao veštak u svom izveštaju.
5. Pošto je podneo izveštaj, veštak se na zahtev stranke može saslušati na raspravi, kojoj stranke mogu da prisustvuju i na kojoj mogu da postavljaju pitanja veštaku. Svaka stranka može da dovede na tu raspravu veštake u svojstvu svedoka u cilju svedočenja o spornim pitanjima. Na taj se postupak primenjuju odredbe iz člana 28.

- to the arbitration shall not, in principle, be asked to retire.
4. The arbitral tribunal may direct that witnesses, including expert witnesses, be examined through means of telecommunication that do not require their physical presence at the hearing (such as videoconference).

EXPERTS APPOINTED BY THE ARBITRAL TRIBUNAL

Article 29

1. After consultation with the parties, the arbitral tribunal may appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the arbitral tribunal. A copy of the expert's terms of reference, established by the arbitral tribunal, shall be communicated to the parties.
2. The expert shall, in principle before accepting appointment, submit to the arbitral tribunal and to the parties a description of his or her qualifications and a statement of his or her impartiality and independence. Within the time ordered by the arbitral tribunal, the parties shall inform the arbitral tribunal whether they have any objections as to the expert's qualifications, impartiality or independence. The arbitral tribunal shall decide promptly whether to accept any such objections. After an expert's appointment, a party may object to the expert's qualifications, impartiality or independence only if the objection is for reasons of which the party becomes aware after the appointment has been made. The arbitral tribunal shall decide promptly what, if any, action to take.
3. The parties shall give the expert any relevant information or produce for his or her inspection any relevant documents or goods that he or she may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.
4. Upon receipt of the expert's report, the arbitral tribunal shall communicate a copy of the report to the parties, which shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his or her report.
5. At the request of any party, the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing, any party may present expert witnesses in order to testify on the points at issue. The provisions of article 28 shall be applicable to such proceedings.

PROPUŠTANJE STRANAKA

Član 30

1. Ako u roku koji je određen ovim Pravilima ili od strane arbitražnog suda, bez navođenja opravdanih razloga:
 - (a) tužilac propusti da podnese tužbu, arbitražni sud nalaže okončanje arbitražnog postupka, osim ako ima preostalih pitanja o kojima bi trebalo da se odluči, a arbitražni sud smatra za celishodno da o njima odluči;
 - (b) tuženi propusti da podnese odgovor na obaveštenje o arbitraži ili odgovor na tužbu, arbitražni sud nalaže da se postupak nastavi i neće smatrati samo na osnovu tog propuštanja da tuženi priznaje navode tužioca; odredbe ove tačke takođe se primenjuju na tužiočevo propuštanje da podnese odgovor na protivtužbu ili na zahtev za prebijanje.
2. Ako jedna od stranaka, premda valjano obaveštena prema ovim Pravilima, ne dođe na raspravu bez navođenja opravdanih razloga, arbitražni sud može da nastavi arbitražni postupak.
3. Ako jedna od stranaka, pošto ju je arbitražni sud valjano pozvao da podnese dodatne dokaze, to ne učini u utvrđenom roku bez navođenja opravdanih razloga, arbitražni sud može da donese odluku na temelju dokaza kojima raspolaze.

ZAKLJUČENJE USMENE RASPRAVE

Član 31

1. Arbitražni sud može da zatraži od stranaka da se izjasne da li imaju još predloga u pogledu izvođenja nekog dokaza, saslušanja svedoka ili davanja izjava, a ako nemaju, može da zaključi usmenu raspravu.
2. Arbitražni sud može, ako to smatra neophodnim zbog izuzetnih okolnosti, da odluči na sopstvenu inicijativu ili na zahtev stranke, da ponovo otvori usmenu raspravu u svako doba pre donošenja arbitražne odluke.

ODRICANJE OD PRAVA NA PRIGOVOR

Član 32

Propuštanje stranke da odmah prigovori da nije udovoljeno nekoj odredbi ovih Pravila ili nekom uslovu iz arbitražnog sporazuma smatra se odricanjem od prava te stranke na takav

DEFAULT

Article 30

1. If, within the period of time fixed by these Rules or the arbitral tribunal, without showing sufficient cause:
 - (a) The claimant has failed to communicate its statement of claim, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings, unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so;
 - (b) The respondent has failed to communicate its response to the notice of arbitration or its statement of defence, the arbitral tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the claimant's allegations; the provisions of this subparagraph also apply to a claimant's failure to submit a defence to a counterclaim or to a claim for the purpose of a set-off.
2. If a party, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.
3. If a party, duly invited by the arbitral tribunal to produce documents, exhibits or other evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the arbitral tribunal may make the award on the evidence before it.

CLOSURE OF HEARINGS

Article 31

1. The arbitral tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearings closed.
2. The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own initiative or upon application of a party, to reopen the hearings at any time before the award is made.

WAIVER OF RIGHT TO OBJECT

Article 32

A failure by any party to object promptly to any non-compliance with these Rules or with any requirement of the arbitration agreement shall be deemed to be a waiver of the right of

prigovor osim ako stranka dokaže da je, s obzirom na okolnosti, propuštanje da se prigovori bilo opravdano.

DEO IV ARBITRAŽNA ODLUKA

ODLUKE

Član 33

1. U slučaju kada postoji više arbitara, arbitražni sud donosi arbitražnu odluku i druge odluke većinom glasova.
2. Što se tiče procesnih pitanja, ako se ne postigne većina ili kada arbitražni sud na to ovlasti predsedavajućeg arbitra, on može sam da odluči, s tim da arbitražni sud može da preispita tu odluku.

FORMA I DEJSTVO ARBITRAŽNE ODLUKE

Član 34

1. Arbitražni sud može doneti odvojene arbitražne odluke o različitim pitanjima u različito vreme.
2. Sve arbitražne odluke se donose u pisanom obliku i konačne su i obavezujuće za stranke. Stranke bez odlaganja izvršavaju svaku arbitražnu odluku.
3. Arbitražni sud obrazlaže arbitražnu odluku osim ako su se stranke sporazumele da obrazloženje nije potrebno.
4. Arbitražna odluka mora da bude potpisana od strane arbitara i da sadrži datum kada je doneta, sa naznačenjem mesta arbitraže. U slučajevima u kojima je bilo više arbitara, a neki od njih ne potpiše odluku, u arbitražnoj odluci se navodi razlog za izostanak potpisa.
5. Arbitražna odluka može da se objavi uz pristanak svih stranaka ili kada se njeno otkrivanje zahteva od stranke zbog neke njene zakonske obaveze, radi zaštite ili vršenja nekog prava ili u vezi sa postupkom pred državnim sudom ili nekim drugim nadležnim organom.
6. Arbitražni sud upućuje Sekretarijatu Arbitraže dovoljan broj primeraka arbitražne odluke koju su arbitri potpisali.
7. Sekretarijat Arbitraže dostavlja svakoj stranci po jedan primerak arbitražne odluke. Upućivanje arbitražne odluke strankama može biti zadržano do potpune uplate arbitražnih troškova arbitražnom sudu i Arbitraži.

such party to make such an objection, unless such party can show that, under the circumstances, its failure to object was justified.

SECTION IV THE AWARD

DECISIONS

Article 33

1. When there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators.
2. In the case of questions of procedure, when there is no majority or when the arbitral tribunal so authorizes, the presiding arbitrator may decide alone, subject to revision, if any, by the arbitral tribunal.

FORM AND EFFECT OF THE AWARD

Article 34

1. The arbitral tribunal may make separate awards on different issues at different times.
2. All awards shall be made in writing and shall be final and binding on the parties. The parties shall carry out all awards without delay.
3. The arbitral tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.
4. An award shall be signed by the arbitrators and it shall contain the date on which the award was made and indicate the place of arbitration. Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.
5. An award may be made public with the consent of all parties or where and to the extent disclosure is required of a party by legal duty, to protect or pursue a legal right or in relation to legal proceedings before a court or other competent authority.
6. Sufficient number of copies of the award signed by the arbitrators shall be communicated to the Secretariat of the Court of Arbitration by the arbitral tribunal.
7. The Secretariat of the Court of Arbitration shall communicate to each party a copy of the arbitral award. The communication of the arbitral award to parties may be withheld until full payment of the arbitration costs to the arbitral tribunal and to the Court of Arbitration.

MERODAVNO PRAVO, AMIABLE COMPOSITEUR

Član 35

1. Arbitražni sud primenjuje pravna pravila koja su stranke odredile kao merodavna za suštinu spora. Ako stranke nisu odredile merodavna pravila, arbitražni sud primenjuje pravo koje smatra odgovarajućim.
2. Arbitražni sud odlučuje kao posrednik (*amiable compositeur*) ili po pravičnosti (*ex aequo et bono*) samo ako su ga stranke na to izričito ovlastile.
3. U svakom slučaju, arbitražni sud odlučuje u skladu sa odredbama ugovora, ako ih ima i uzima u obzir sve trgovinske običaje merodavne za taj posao.

PORAVNANJE I DRUGI RAZLOZI ZA OKONČANJE
POSTUPKA

Član 36

1. Ako su se stranke pre donošenja arbitražne odluke saglasile da se poravnaju o predmetu spora, arbitražni sud donosi rešenje o okončanju postupka ili, ako to stranke zahtevaju, a arbitražni sud prihvati, konstatuje poravnanje u obliku arbitražne odluke donete na osnovu poravnanja. Arbitražni sud nije obavezan da ovakvu odluku obrazloži.
2. Ako pre donošenja arbitražne odluke, nastavak arbitražnog postupka postane nepotreban ili nemoguć iz bilo kog razloga, osim razloga navedenog u stavu 1, arbitražni sud obaveštava stranke o svojoj nameri da donese rešenje o okončanju postupka. Arbitražni sud je ovlašćen da donese takvo rešenje osim ako ima preostalih pitanja o kojima bi trebalo da odluči i ako smatra celishodnim da o njima odluči.
3. Arbitražni sud upućuje Sekretarijatu Arbitraže primerke rešenja o okončanju arbitražnog postupka ili primerke arbitražne odluke donete na osnovu poravnanja koje su arbitri potpisali. Odredbe člana 34 stavova 2, 4, 5, 6 i 7, primenjuju se i na arbitražne odluke donete na osnovu poravnanja.
4. Pre nego što je arbitražni sud konstituisan, Predsedništvo može odlučiti da se arbitražni postupak okonča:
 - (a) kada tužilac povuče tužbu, osim ako se tuženi tome ne usprotivi, a Predsedništvo oceni da tuženi ima opravdan interes da se donese konačna arbitražna odluka u sporu; ili

APPLICABLE LAW, AMIABLE COMPOSITEUR

Article 35

1. The arbitral tribunal shall apply the rules of law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the arbitral tribunal shall apply the law which it determines to be appropriate.
2. The arbitral tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorized the arbitral tribunal to do so.
3. In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any usage of trade applicable to the transaction.

SETTLEMENT OR OTHER GROUNDS FOR TERMINATION

Article 36

1. If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by the parties and accepted by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award.
2. If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1, the arbitral tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The arbitral tribunal shall have the power to issue such an order unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so.
3. Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated by the arbitral tribunal to the Secretariat of the Court of Arbitration. Where an arbitral award on agreed terms is made, the provisions of article 34, paragraphs 2, 4, 5, 6 and 7 shall apply.
4. The Board may decide to terminate the arbitral proceedings before the arbitral tribunal has been constituted when:
 - (a) the claimant withdraws the claim, unless the respondent objects thereto, and the Board finds that the respondent has a legitimate interest in obtaining a final arbitral award in the dispute; or

- (b) kada se stranke sporazumeju o obustavi postupka ; ili
- (c) kada je nastavak postupka postao nepotreban ili nemoguć iz bilo kog drugog razloga.

TUMAČENJE ARBITRAŽNE ODLUKE

Član 37

1. U roku od 30 dana od prijema arbitražne odluke stranka može, obavestivši o tome sve druge stranke i Sekretarijat Arbitraže, zahtevati od arbitražnog suda da dā tumačenje arbitražne odluke.
2. Tumačenje se daje u pisanom obliku u roku od 45 dana od prijema zahteva. Tumačenje je sastavni deo arbitražne odluke i na njega se primenjuju odredbe člana 34 stavova od 2. do 7.

ISPRAVKA ARBITRAŽNE ODLUKE

Član 38

1. U roku od 30 dana od prijema arbitražne odluke stranka može, obavestivši o tome sve druge stranke i Sekretarijat Arbitraže, zahtevati od arbitražnog suda da ispravi svaku grešku u računanju, pisanju ili štampanju ili bilo koju drugu grešku ili propust slične prirode u tekstu arbitražne odluke. Ako oceni da je takav zahtev opravdan, arbitražni sud ispravlja odluku u roku od 45 dana od prijema zahteva.
2. Arbitražni sud može na sopstvenu inicijativu da izvrši takve ispravke u roku od 30 dana od dostavljanja odluke.
3. Ispravke se vrše u pisanom obliku i čine sastavni deo arbitražne odluke. Na ispravke se primenjuje član 34, stavovi od 2 do 7.

DOPUNSKA ODLUKA

Član 39

1. U roku od 30 dana od prijema rešenja o okončanju postupka ili arbitražne odluke, stranka može, obaveštavajući o tome druge stranke i Sekretarijat Arbitraže, da traži od arbitražnog suda da donese arbitražnu odluku ili dopunsku arbitražnu odluku o zahtevima koji su izneti u toku arbitražnog postupka ali o kojima arbitražni sud nije odlučio.
2. Ako arbitražni sud smatra da je zahtev za donošenje ar-

- (b) the parties agree on the termination of the proceedings; or
- (c) the continuation of the arbitral proceedings has become unnecessary or impossible for any other reason;

INTERPRETATION OF THE AWARD

Article 37

1. Within 30 days after the receipt of the award, a party, with notice to the other parties and to the Secretariat of the Court of Arbitration, may request that the arbitral tribunal give an interpretation of the award.
2. The interpretation shall be given in writing within 45 days after the receipt of the request. The interpretation shall form part of the award and the provisions of article 34 paragraphs 2 to 7, shall apply.

CORRECTION OF THE AWARD

Article 38

1. Within 30 days after the receipt of the award, a party, with notice to the other parties and the Secretariat of the Court of Arbitration, may request the arbitral tribunal to correct in the award any error in computation, any clerical or typographical error, or any error or omission of a similar nature. If the arbitral tribunal considers that the request is justified, it shall make the correction within 45 days of receipt of the request.
2. The arbitral tribunal may within 30 days after the communication of the award make such corrections on its own initiative.
3. Such corrections shall be in writing and shall form part of the award. The provisions of article 34 paragraphs 2 to 7, shall apply.

ADDITIONAL AWARD

Article 39

1. Within 30 days after the receipt of the termination order or the award, a party, with notice to the other parties and to the Secretariat of the Court of Arbitration, may request the arbitral tribunal to make an award or an additional award as to claims presented in the arbitral proceedings but not decided by the arbitral tribunal.
2. If the arbitral tribunal considers the request for an award

bitražne odluke ili dopunske arbitražne odluke opravdan, on donosi arbitražnu odluku ili dopunjava svoju arbitražnu odluku u roku od 60 dana od prijema zahteva. Arbitražni sud može produžiti, ukoliko je to potrebno, rok u okviru koga treba da donese arbitražnu odluku.

3. Odredbe iz člana 34 stavova od 2 do 7 primenjuju se i na takvu arbitražnu odluku ili dopunsku arbitražnu odluku.

DEFINICIJA TROŠKOVA

Član 40

1. Arbitražni sud odlučuje o troškovima arbitraže u konačnoj arbitražnoj odluci i ako to smatra celishodnim, u svakoj drugoj odluci.
2. Izraz „troškovi” obuhvata samo:
 - (a) naknade za rad članova arbitražnog suda, posebno navedene za svakog arbitra od strane samog arbitražnog suda u skladu sa članom 41, u granicama utvrđenim tarifom;
 - (b) razumne putne i ostale troškove arbitara;
 - (c) razumne troškove veštačenja i drugih pomoćnih radnji koje je naložio arbitražni sud;
 - (d) razumne putne i druge troškove svedoka, u obimu do koga su odobreni od strane arbitražnog suda;
 - (e) troškove zastupanja i druge troškove stranaka načinjene u vezi sa arbitražom, u meri u kojoj arbitražni sud proceni da je njihov iznos razuman;
 - (f) administrativne troškove Arbitraže;
 - (g) svaki porez na dodatu vrednost, nametnut na troškove naznačene pod (a)-(f).
3. Kada je u pitanju tumačenje, ispravka ili dopuna odluke prema članovima 37 do 39, arbitražni sud može da naplati troškove koji su predviđeni u stavu 2 u tačkama od (b) do (g), ali ne i dodatne naknade za rad arbitara.

NAKNADE ZA RAD I TROŠKOVI ARBITARA I ADMINISTRATIVNI TROŠKOVI ARBITRAŽE

Član 41

1. Arbitri imaju pravo na naknadu za rad i naknadu troškova u skladu sa članom 40 stav 2 (a) i (b) a Arbitraža ima pravo na naknadu administrativnih troškova u skladu sa članom 40 stav 2 (f). Svi ovi iznosi su utvrđeni u zavisnosti od visine vrednosti spora. Vrednost spora konačno utvrđuje arbitražni sud na osnovu svog diskrecionog ovlašćenja. Iznos nakna-

or additional award to be justified, it shall render or complete its award within 60 days after the receipt of the request. The arbitral tribunal may extend, if necessary, the period of time within which it shall make the award.

3. When such an award or additional award is made, the provisions of article 34 paragraphs 2 to 7, shall apply.

DEFINITION OF COSTS

Article 40

1. The arbitral tribunal shall fix the costs of arbitration in the final award and, if it deems appropriate, in another decision.
2. The term “costs” includes only:
 - (a) The fees of the arbitral tribunal to be stated separately as to each arbitrator and to be fixed by the tribunal itself in accordance with article 41 in accordance with the set Scale of Fees;
 - (b) The reasonable travel and other expenses incurred by the arbitrators;
 - (c) The reasonable costs of expert advice and of other assistance required by the arbitral tribunal;
 - (d) The reasonable travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal;
 - (e) The legal and other costs incurred by the parties in relation to the arbitration to the extent that the arbitral tribunal determines that the amount of such costs is reasonable;
 - (f) administrative costs of the Court of Arbitration;
 - (g) any Value-Added-Tax (VAT) applicable to the costs indicated under (a) to (f).
3. In relation to interpretation, correction or completion of any award under articles 37 to 39, the arbitral tribunal may charge the costs referred to in paragraphs 2 (b) to (g), but no additional fees.

FEES AND EXPENSES OF ARBITRATORS AND ADMINISTRATIVE COSTS OF THE COURT OF ARBITRATION

Article 41

1. Arbitrators are entitled to fees and expenses pursuant to Article 40 paragraphs 2 (a) and (b), and the Court of Arbitration is entitled to administrative costs pursuant to Article 40 paragraph 2 (f). All these amounts have been fixed taking into account the amount in dispute. The amount in dispute shall be finally determined by the arbitral tribunal on the basis of its discretionary powers. The amounts of

- de za rad arbitražnog suda i iznos naknada administrativnih troškova obračunava se u skladu sa Tarifom arbitražnih troškova koju utvrđuje Komisija za finansijska pitanja Skupštine Privredne komore Srbije. Ukoliko u postupku učestvuje više od dve stranke, za svaku dodatnu stranku obračunava se uvećanje administrativnih troškova Arbitraže za 10% i uvećanje iznosa naknade za rad arbitara za 10%.
2. Bruto iznos naknade za svakog arbitra obračunava se tako što predsedniku pripada 40%, a svakom koarbitru pripada 30% od ukupnog iznosa naknade utvrđene u granicama Tarife naknada za rad arbitara.
 3. Ako je arbitražni postupak prevremeno okončan, arbitražni sud na osnovu svojih diskrecionih ovlašćenja može umanjiti troškove u skladu sa dostignutim stadijumom postupka.
 4. Ako vrednost spora nije naznačena u tužbi ili protivtužbi, Arbitraža ili arbitražni sud, zavisno od slučaja, može odrediti predujam arbitražnih troškova na osnovu svog diskrecionog prava.
 5. Stranke su solidarno odgovorne arbitražnom sudu za plaćanje troškova arbitražnog postupka, nezavisno od bilo kakvog zahteva za refundiranje koji jedna stranka ima prema drugoj.
 6. Prilikom podnošenja obaveštenja o arbitraži ili tužbe, protivtužbe ili zahteva za prebijanje, stranka u pitanju dužna je da položi Sekretarijatu Arbitraže 200 EUR na ime registracionih troškova.

RASPODELA TROŠKOVA

Član 42

1. Troškove arbitraže snosi u načelu stranka ili stranke koje su izgubile spor. Ipak, arbitražni sud može da raspodeli te troškove između stranaka ako utvrdi da je takva raspodela celishodna s obzirom na okolnosti slučaja.
2. Arbitražni sud u konačnoj arbitražnoj odluci ili, ukoliko smatra celishodnim, u svakoj drugoj odluci, određuje iznos koji jedna stranka treba da plati drugoj kao rezultat odluke o raspodeli troškova.

POLAGANJE NAKNADNOG PREDUJMA TROŠKOVA

Član 43

1. Uz predujam arbitražnih troškova koji je tužilac uplatio Arbitraži u skladu sa članom 3 stav 6 i predujam arbitražnih troškova koji je tuženi uplatio Arbitraži u skladu sa članom 4 stav 5 ovih Pravila, arbitražni sud tokom po-

arbitral tribunal's fees and administrative costs shall be calculated pursuant to the Scale of Arbitration Costs set by the decision of the Finance Committee of the Assembly of the Chamber of Commerce and Industry of Serbia. When there are more than two parties in the proceedings, administrative fees of the Court of Arbitration shall be increased by 10% and the arbitrators' fees shall be increased by 10% for each additional party.

2. The gross amount of fees of the members of the arbitral tribunal shall be determined by apportioning 40% of the amount fixed pursuant to the Scale of Arbitrators' Fees to the president, and 30% to each of the coarbitrators.
3. When the arbitral proceedings have been terminated prematurely, the arbitral tribunal may on the basis of its discretionary powers reduce the costs taking into account the phase of the proceedings that was reached.
4. When the amount in dispute has not been indicated in the statement of claim or in the counterclaim, the Court of Arbitration or the arbitral tribunal, as the case may be, may determine the advance of arbitration costs on the basis of its discretionary powers.
5. The parties shall be jointly and severally liable to the arbitral tribunal for payment of arbitration costs irrespective of any claim for reimbursement that one party may have against the other.
6. At the time of submitting a notice of arbitration, a statement of claim, a counterclaim, or claim for the purpose of a set-off, the respective party shall deposit with the Secretariat of the Court of Arbitration a sum of EUR 200.00 as a registration fee.

ALLOCATION OF COSTS

Article 42

1. The costs of the arbitration shall in principle be borne by the unsuccessful party or parties. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.
2. The arbitral tribunal shall in the final award or, if it deems appropriate, in any other award, determine any amount that a party may have to pay to another party as a result of the decision on allocation of costs.

SUPPLEMENTARY DEPOSIT OF COSTS

Article 43

1. In addition to the deposit of arbitral costs paid to the Court of Arbitration by the claimant pursuant to Article

- stupka može zahtevati da stranke polože dodatne iznose predujma arbitražnih troškova, naročito u slučaju povećanja vrednosti spora usled uvećanja iznosa zahteva iz tužbe ili protivtužbe, radi pokrivanja troškova svedoka, veštaka, prevođenja i sl.
2. Ako predujmovi čije se polaganje naknadno zahteva nisu u celini uplaćeni u roku od 30 dana od prijema zahteva, arbitražni sud obaveštava stranke o tome, kako bi jedna ili više njih mogle da izvrše zahtevanu uplatu. Ako uplate ne budu izvršene ni u naknadnom roku, koji ne može biti duži od 30 dana od isteka prethodnog roka, arbitražni sud će smatrati da je vrednost spora nepromenjena i tražena procesna radnja neizvodljiva, a ukoliko smatra opravdanim, može naložiti obustavljanje ili okončanje arbitražnog postupka.
 3. Posle donošenja rešenja o okončanju postupka ili konačne arbitražne odluke, arbitražni sud polaže račun strankama o korišćenju primljenih predujmova. Stranke imaju pravo na povraćaj neutrošenog ostatka.

STUPANJE NA SNAGU

Član 44

Ova pravila stupaju na snagu osmog dana od dana objavljivanja u „Službenom glasniku Republike Srbije“.

ANEKS I

MODEL ARBITRAŽNE KLAUZULE ZA UGOVORE

“Svaki spor, nesporazum ili zahtev koji proistekne iz ovog ugovora ili je u vezi sa ovim ugovorom, ili sa njegovim kršenjem, raskidom ili ništavošću rešiće se putem arbitraže u skladu sa Arbitražnim pravilima Komisije Ujedinjenih nacija za međunarodno trgovinsko pravo (UNCITRAL) pred Spoljnotrgovinskom arbitražom pri Privrednoj komori Srbije”.

Napomena: Stranke bi trebalo da razmotre dodavanje sledećih odredaba:

- (a) Broj arbitara biće... (jedan ili tri)
- (b) Mesto arbitraže biće...
- (c) Jezik arbitražnog postupka biće....

- 3, paragraph 6, and by the respondent pursuant to Article 4, paragraph 5 of these Rules, the arbitral tribunal may request supplementary deposits from the parties during the course of the arbitral proceedings, in particular when the amount in dispute has increased due to increased claims or counterclaims, or to cover the costs of witnesses, expert witnesses, translation, etc.
2. If the required deposits are not paid in full within 30 days after the receipt of the request, the arbitral tribunal shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made within additional 30 days from the date of expiry of the preceding time limit, the arbitral tribunal shall deem that the amount in dispute has remained unchanged and/or that the requested procedural action cannot be taken. The arbitral tribunal may order the suspension or termination of the arbitral proceedings if it finds this to be appropriate.
 3. After a termination order or final award has been made, the arbitral tribunal shall render an accounting to the parties of the deposits received and return any unexpended balance to the parties.

ENTRY INTO FORCE

Article 44

These Rules shall enter into force on the eight day from the date of their publication in the “Official Journal of the Republic of Serbia”

ANNEX I

MODEL ARBITRATION CLAUSE FOR CONTRACTS

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission for International Trade Law (UNCITRAL) before the Foreign Trade Court of Arbitration of the Chamber of Commerce and Industry of Serbia.

Note. Parties should consider adding:

- (a) The number of arbitrators shall be ... [one or three];
- (b) The place of arbitration shall be ... ;
- (c) The language to be used in the arbitral proceedings shall be

ANEKS II

MODEL IZJAVE O NEZAVISNOSTI PREMA ČLANU 11 PRAVILA

Ako ne postoje okolnosti koje bi se saopštile:

Nepriistrasan sam i nezavisan u odnosu na svaku od stranaka i nameravam da to i ostanem. Prema mom saznanju ne postoje okolnosti, prošle ili sadašnje, koje bi mogle da dovedu u opravdanu sumnju moju nepriistrasnost i nezavisnost. Ovim se obavezujem da o svakoj takvoj okolnosti koja mi postane poznata u toku ove arbitraže u najkraćem roku obavestim stranke i druge arbitre.

Ako postoje okolnosti koje treba saopštiti:

Nepriistrasan sam i nezavisan u odnosu na svaku od stranaka i nameravam da to i ostanem. U prilogu dostavljam izjavu sačinjenu u skladu sa članom 11 Arbitražnih pravila UNCITRAL-a (a) o mojim prošlim i sadašnjim profesionalnim, poslovnim i drugim odnosima sa strankama i (b) o bilo kojoj drugoj relevantnoj okolnosti (priložiti izjavu). Potvrđujem da navedene okolnosti ne utiču na moju nezavisnost i nepriistrasnost. Ovim se obavezujem da o svakom drugom odnosu ili okolnosti koji mi postanu poznati u toku ove arbitraže u najkraćem roku obavestim stranke i druge arbitre.

Napomena. Svaka stranka može da razmotri mogućnost da zahteva od arbitra sledeću dopunu izjave o nezavisnosti:

Potvrđujem da, na osnovu informacija kojima sada raspolazem, mogu da posvetim neophodno vreme za vođenje ove arbitraže savjesno, efikasno i u skladu sa rokovima utvrđenim Pravilima.

Ova Arbitražna pravila su objavljena u „Službenom glasniku RS“ br. 2/14 od 10. januara 2014. godine i stupila na snagu 18. januara 2014. godine.

ANNEX II
MODEL STATEMENTS OF INDEPENDENCE
PURSUANT TO ARTICLE 11 OF THE RULES

No circumstances to disclose

I am impartial and independent of each of the parties and intend to remain so. To the best of my knowledge, there are no circumstances, past or present, likely to give rise to justifiable doubts as to my impartiality or independence. I shall promptly notify the parties and the other arbitrators of any such circumstances that may subsequently come to my attention during this arbitration.

Circumstances to disclose

I am impartial and independent of each of the parties and intend to remain so. Attached is a statement made pursuant to article 11 of the UNCITRAL Arbitration Rules of (a) my past and present professional, business and other relationships with the parties and (b) any other relevant circumstances. [Include statement.] I confirm that those circumstances do not affect my independence and impartiality. I shall promptly notify the parties and the other arbitrators of any such further relationships or circumstances that may subsequently come to my attention during this arbitration.

Note. Any party may consider requesting from the arbitrator the following addition to the statement of independence:

I confirm, on the basis of the information presently available to me, that I can devote the time necessary to conduct this arbitration diligently, efficiently and in accordance with the time limits in the Rules.

These Rules were published in the „Official Journal of the Republic of Serbia”, no. 2/14 of January 10, 2014, and entered into force on January 18, 2014.

TARIFA ARBITRAŽNIH TROŠKOVA

Prilikom podnošenja zahteva za arbitražu ili tužbe, protivtužbe ili prigovora kompenzacije ili predloga za pokretanje postupka mi-
renja, stranka u pitanju je dužna da položi Sekretarijatu Arbitraže 200,00 EUR na ime registracionih troškova za rad Sekretarijata.

1. Administrativni troškovi Arbitraže

VREDNOST SPORA U EUR	IZNOS TROŠKOVA U EUR
do 5.000	350
od 5.001 - 10.000	350 + 6% na iznos preko 5.000
od 10.001 - 20.000	650 + 4,5% na iznos preko 10.000
od 20.001 - 50.000	1.100 + 2% na iznos preko 20.000
od 50.001 - 100.000	1.700 + 1,6% na iznos preko 50.000
od 100.001 - 500.000	2.500 + 1% na iznos preko 100.000
od 500.001 - 1.000.000	6.500 + 0,4% na iznos preko 500.000
od 1.000.001 - 2.000.000	8.500 + 0,2% na iznos preko 1.000.000
od 2.000.001 - 5.000.000	10.500 + 0,15% na iznos preko 2.000.000
od 5.000.001 - 10.000.000	15.000 + 0,1% na iznos preko 5.000.000
od 10.000.001 - 20.000.000	20.000 + 0,05% na iznos preko 10.000.000
preko 20.000.000	25.100 + 0,01% na iznos preko 20.000.000

COSTS OF THE ARBITRATION

At the time of submitting a request for arbitration, a statement of claim, a counterclaim, or a set-off claim, the party shall deposit with the Secretariat of the Court of Arbitration a sum of EUR 200.00 as a registration fee.

1. Administrative costs

SUM IN DISPUTE IN EUR	COST IN EUR
up to 5.000	350
from 5.001 - 10.000	350 + 6% for the amount over 5.000
from 10.001 - 20.000	650 + 4,5% for the amount over 10.000
from 20.001 - 50.000	1.100 + 2% for the amount over 20.000
from 50.001 - 100.000	1.700 + 1,6% for the amount over 50.000
from 100.001 - 500.000	2.500 + 1% for the amount over 100.000
from 500.001 - 1.000.000	6.500 + 0,4% for the amount over 500.000
from 1.000.001 - 2.000.000	8.500 + 0,2% for the amount over 1.000.000
from 2.000.001 - 5.000.000	10.500 + 0,15% for the amount over 2.000.000
from 5.000.001 - 10.000.000	15.000 + 0,1% for the amount over 5.000.000
from 10.000.001 - 20.000.000	20.000 + 0,05% for the amount over 10.000.000
over 20.000.000	25.100 + 0,01% for the amount over 20.000.000

2. Naknade za rad arbitara

VREDNOST SPORA U EUR	IZNOS TROŠKOVA U EUR
do 5.000	550
od 5.000 - 10.000	550 + 10% na iznos preko 5.000
od 10.001 - 20.000	1.050 + 7% na iznos preko 10.000
od 20.001 - 50.000	1.750 + 5% na iznos preko 20.000
od 50.001 - 100.000	3.250 + 3,5 na iznos preko 50.000
od 100.001 - 500.000	5.000 + 2% na iznos preko 100.000
od 500.001 - 1.000.000	13.000 + 1,1% na iznos preko 500.000
od 1.000.001 - 2.000.000	18.500 + 0,61% na iznos preko 1.000.000
od 2.000.001 - 5.000.000	24.600 + 0,25% na iznos preko 2.000.000
od 5.000.001 - 10.000.000	32.100 + 0,23% na iznos preko 5.000.000
od 10.000.001 - 20.000.000	43.600 + 0,12% na iznos preko 10.000.000
preko 20.000.000	55.600 + 0,02% na iznos preko 20.000.000

2. Arbitrator's fees

SUM IN DISPUTE IN EUR	COST IN EUR
up to 5.000	550
from 5.000 - 10.000	550 + 10% for the amount over 5.000
from 10.001 - 20.000	1.050 + 7% for the amount over 10.000
from 20.001 - 50.000	1.750 + 5% for the amount over 20.000
from 50.001 - 100.000	3.250 + 3,5% for the amount over 50.000
from 100.001 - 500.000	5.000 + 2% for the amount over 100.000
from 500.001 - 1.000.000	13.000 + 1,1% for the amount over 500.000
from 1.000.001 - 2.000.000	18.500 + 0,61% for the amount over 1.000.000
from 2.000.001 - 5.000.000	24.600 + 0,25% for the amount over 2.000.000
from 5.000.001 - 10.000.000	32.100 + 0,23% for the amount over 5.000.000
from 10.000.001 - 20.000.000	43.600 + 0,12% for the amount over 10.000.000
over 20.000.000	55.600 + 0,02% for the amount over 20.000.000

ARBITRAŽNA PRAVILA
KOMISIJE UJEDINJENIH NACIJA ZA MEĐUNARODNO
TRGOVINSKO PRAVO (UNCITRAL) PRED
SPOLJNOTRGOVINSKOM ARBITRAŽOM PRI
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