

**RULES OF ARBITRATION ADAPTED TO ARBITRATION ACT**  
**60/2003, OF DECEMBER 25**

**TITLE I. GENERAL PROVISIONS.**

**Section 1.** 1. The Court of Arbitration of the Official Chamber of Commerce, Industry, and Navigation of Huelva, pursuant to its byelaws and Rules, is competent to know and administrate arbitration proceedings submitted to its decision:

a) Where there is an arbitration agreement, establishing submission to the Official Chamber of Commerce, Industry and Navigation of Huelva or, specifically to its Court of Arbitration and one of the parties of the agreement requests it.

b) Where, in the absence of an arbitration agreement between the parties under which to submit their discrepancies to arbitration or, when such agreement exists but does not determine submission to the Official Chamber of Commerce, Industry and Navigation of Huelva, or, specifically, to its Court of Arbitration, one of the parties requests the arbitration proceedings before this institution and the other party does not oppose it, as provided in item 3 of section 20 of these Rules.

2. It shall also be competent to hear the “conciliatory mission” regulated in these Rules.

**Section 2.** Unless the parties have expressly authorised arbitrators to decide *ex aequo et bono*, it shall be arbitration in law.

**Section 3.** For the purposes of these Rules, the term “arbitrators” refers indistinctly to a sole arbitrator or to an arbitral college.

**Section 4.** The place of arbitrations covered by these Rules shall always be Huelva, and they shall be carried out in the offices of the Court of Arbitration, which shall be located in the same place as the Official Chamber of Commerce, Industry, and Navigation of Huelva.

The above notwithstanding, the arbitrators may, subject to consultation with the parties and unless agreement to the contrary on their part, to meet in any place they deem suitable.

**Section 5.** The language for arbitration shall be Spanish.

The above notwithstanding, if the parties were to propose another language, the Court, considering the circumstances of the case, may accept arbitration or not for this reason, and, in the case that each party should propose a language other than Spanish, if arbitration is accepted, shall decide the language for arbitration without possibility of appeal.

**Section 6. RULES APPLICABLE TO THE MERITS OF THE DISPUTE.**

1. In internal arbitrations in law, arbitrators decide the dispute according to the provisions of Spanish Substantive Law.
2. In international arbitrations in law, the arbitrators shall decide the dispute pursuant to the legal provisions chosen by the parties, it being understood that any indication from any State's Law or Legal system refers, unless otherwise specified, to that State's Substantive Law and not to its Conflict of Law Rules.

If the parties cannot agree as to the legal provisions that are applicable, then the arbitrators shall apply those they deem suitable and there will be no appeal to this decision.

3. If the parties had expressly authorised the arbitrators to decide ex aequo et bono, they shall solve the dispute to the best of their knowledge and belief, both if it is internal and international.
4. In any case, the arbitrators shall decide the dispute pursuant to the agreement's terms and conditions and shall take into account applicable usage.

**Section 7.** The parties must fix an address in Huelva to receive notifications. In its absence, the interested party's, or its representative's address, as stated in the documents submitted, shall be deemed the address for delivery.

**Section 8.** The parties may act in the arbitration proceedings on their own behalf or through duly authorised representatives. If the parties were assisted by attorneys, these may act as their counsel and representative.

## **Section 9. COMMUNICATIONS AND NOTIFICATIONS**

1. Communications by the parties to the Court or the arbitrators shall be delivered directly at the Secretariat of the Court of Arbitration in the working days and times that will be posted on its premises. Communications shall be in writing and signed by the party or its representative. The parties shall always supply the number of legible copies of their written submissions, as well as all documents annexed thereto, sufficient to provide one copy for each party and one for each arbitrator involved in the proceedings.
2. Notifications and communications by the Court of Arbitration or the arbitrators to whomsoever is affected by the arbitration proceedings shall be made through the Secretariat by delivery against receipt, or by registered mail with acknowledgement of receipt or by courier service, and shall be deemed to have been validly made and received on the day that they are personally delivered to the addressee or at

the domicile, normal residence, establishment or postal address of the addressee.

3. Notifications and communications by the Court or the arbitrators may be made by fax, or any other electronic or computer based means of telecommunications, or any other similar manner allowing the sending and receiving of documents and written statements recording its issue and reception and that has been designated by the interested party. The parties may use these means to make communications when the Court or the arbitrators have previously admitted this form.
4. If, after reasonable investigation, none of the places mentioned in item 2 is found, the notification or communication shall be deemed to be validly made and received on the day of its delivery or attempted delivery, by any of the aforementioned means, in the last known domicile, normal residence, establishment or postal address of the addressee

#### **Section 10. COMPUTATION OF TIME LIMITS.**

1. Time limits established in these Rules shall start to run on the day following the date in which a notification or communication is deemed to be validly made and received, pursuant to the previous section.
2. When the last day of such time limit is an official holiday or a non-business day in the place of reception of the notification or communication, such time limit shall be extended to the next business day. In this regard, and for the purpose of presenting communications before the Court, official holidays shall be those considered as such according to the official calendar of the Court's seat, Saturdays, the twenty-fourth and thirty-first of December, and every day of the month of August.
3. When a written statement must be submitted within a time limit, it is considered to be observed if it is recorded that it has been sent before the time limit has expired, even if it has been received after that date.

4. Time limits stipulated in days shall be calculated in calendar days, except the days of the month of August, which will be excluded from computation of time limits in any case.
5. Time limits stipulated in months shall be calculated date to date. When on the month of expiry there is no date equivalent to the initial date of the computation, the time limit shall be deemed to expire the last day of the month.

#### **Section 11. TRANSLATION.**

1. The Court of Arbitration shall clarify, at the request of any of the parties or the arbitrators the questions that may arise regarding the interpretation of these Rules. Processing this request shall not suspend the arbitration proceedings, unless the parties so expressly agree.
2. All questions not anticipated in these Rules regarding the development of the arbitration proceedings, shall be governed by the will of the parties, and, in its absence, by agreement of the arbitrators.

**Section 12.** The Secretariat of the Court of Arbitration is the organ in charge of its administrative operation, and the person holding that office or his delegate shall act as secretary to the arbitrators in the arbitration proceedings that are processed.

#### **Section 13. REGISTRATION FEES AND DEPOSIT.**

1. Registration Fees. Submission of the initial request, both for conciliation and for arbitration, shall give rise to payment of registration fees by way of payment of administrative expenses.

Such amount shall be received finally and is non-refundable, but shall be credited to the administrative expenses fixed pursuant to the Schedules of charges and rates established in this Court.

2. Deposit. Once the Court accepts the “conciliatory mission” or the arbitration order, the parties must file in the Secretariat or back with a bank guarantee a deposit on account to meet the expected expenses and fees of the conciliation or arbitration, for the amount and period of time that is required. When a counterclaim concurs, or for any other circumstance it is deemed that the deposit filed is insufficient, then a complement to the deposit already filed shall be requested, on account of the final settlement.
3. If one of the parties should not pay the deposit, the Court must communicate it to the other party so that, if it is interested, it may make up for it within five days. If neither party were to pay the required deposit on acceptance of the mandate, the Court shall revoke and terminate its performance. If the lack of deposit were motivated by the addition requested due to the counterclaim, the Court may reject processing it and continue the arbitration proceedings regarding the main claim.
4. Cost of evidence: No evidence will be carried out unless its cost is previously covered or guaranteed.
5. SCHEDULES OF CHARGES AND RATES. The Secretariat of the Court shall determine the amount of registration fees, Arbitrators' fees and administrative expenses, pursuant to the ruling Schedules of charges and rates, that will also contain the precise rules regarding their distribution and payment by the parties.

**Section 14.** The arbitrators, the parties, and the Court are bound to keep the confidentiality of information they know of through arbitral actions.

## **TITLE II.- REGARDING THE CONCILIATORY MISSION OF THE COURT OF ARBITRATION**

**Section 15.** The party requesting the “conciliatory mission” of the Court, must submit a written conciliation request with the following information:

- a) The express petition to request the “conciliatory mission” of the Official Chamber of Commerce, Industry and Navigation of Huelva, or, specifically, of its Court of Arbitration.
- b) Name and address of the parties.
- c) Reference to the matter under dispute regarding which the “conciliatory mission” is requested.
- d) Reference to the petitioner’s claims.

The written request shall be accompanied by the amount fixed according to the Schedules of charges and rates established in the Court, by way of Registration fees.

**Section 16.** 1. The Secretariat of the Court having received the conciliation request, shall then notify the parties the sum that, by way of deposit, each must pay to substantiate the conciliation proceedings.

2. Ten days after the notification, if there were no communication, it shall be understood that the other party does not accept the “conciliatory mission.”

3. When these amounts have been paid or guaranteed by both parties, the Secretariat of the Court shall summon the parties to an appearance, informing them of the appointment of the conciliator or conciliators, made by the Court from amongst its members.

**Section 17.** In the appearance, each of the parties shall verbally state their claim before the conciliator. In the event that there is no agreement between the parties, an attempted but failed conciliation shall be recorded in the minutes, and the parties shall be invited to submit voluntarily to the Court's arbitration. If the answer is negative, the conciliator's intervention shall have finished, unless there is an arbitral agreement, in which case the following step for the arbitration proceedings shall be taken. In the event that there is an agreement between the parties, the minutes will record the matters of the agreement the parties have entered into.

### **TITLE III. ON THE ARBITRATION PROCEEDINGS**

#### **Section 18. REQUEST.**

1. The party that requests arbitration of the Official Chamber of Commerce, Industry and Navigation of Huelva or, specifically, of its Court of Arbitration, shall submit in writing the arbitration request in the Court's Secretariat, which must include, at least, the following information:
  - a) The express petition to request that the dispute be submitted to the Court of Arbitration of the Official Chamber of Commerce, Industry, and Navigation of Huelva.
  - b) Name and address of the petitioner and where appropriate, of his representative, annexing the document that proves such representation, as well as a domicile in Huelva, notwithstanding the provisions of section 7 of these Rules.
  - c) Name and address of the other parties.
  - d) Indication, as the case may be, of the arbitration agreement and accreditation of its evidence in any of the forms provided for by Law.

- e) Reference of the act or contract that the dispute springs from or with which the dispute is related, attaching a photocopy of the same.
  - f) Brief account of the petitioner's claims stating the amount, unless it is indeterminate, in which case it must be reasoned.
2. The written request must be accompanied by the amount established as Registration fees in the Schedules of charges and rates or justify the payment made.
3. If the written request omits any of the requirements established in the above items of this section, or any of the indications were incomplete or unclear, the Secretariat of the Court shall grant the petitioner a period of five days at the most to correct these failures. If they were not thus solved, the Secretariat shall inform the Court so that it decides its admission or dismissal.

**Section 19.** 1. Once the request for arbitration has been received and the failures detected corrected, as the case may be, the Secretariat shall serve notice of it to the other party and summon both to an appearance, in order for the claimant to ratify his proposal and the other party to state his agreement or disagreement with the arbitration or with any of the issues subject of the request and both, having reached no prior agreement, to determine:

- a) If they authorise arbitrators to decide *ex aequo et bono*.
- b) The number of arbitrators, which must be uneven. If it is not provided for in the arbitration agreement and the parties in the appearance do not reach an agreement, it is understood that they opt for a sole arbitrator.
- c) The proposal of appointment of arbitrators. If there is no agreement, they shall comply with the provisions of section 22 of these Rules.

d) The language of arbitration, to the effects provided in section 5 of these Rules.

2.- The appearance shall take place before the Secretariat of the Court, chaired by the President or his delegate. If a member of the Court attends, he will undertake the Chair and direct the agenda of the act. At its termination, minutes shall be taken and signed by all those attending, a copy of which will be given to the parties.

3.- In the event that there is no arbitration agreement with specific reference of submission to the arbitration of the Official Chamber of Commerce, Industry and Navigation of Huelva, or, specifically to its Court, and the party against whom the arbitration proceedings is directed appears and does not oppose the request, it is deemed that such party accepts it and shall be thus expressly recorded in the minutes, which shall have all the effects of an arbitration agreement submitted to these Rules.

4.- In the event that the other party did not appear or expressly refused to submit to arbitration, the provisions of section 20 of these Rules shall govern.

## **Section 20.**

1.- Once the preliminary appearance has been held, the Secretariat shall inform the Court of the results in order for it to adopt an agreement regarding the acceptance or dismissal of the proposed arbitration.

2.- In the event that any of the circumstances listed in item 4 of section 19 of these Rules have occurred, the Court shall accept the proposed arbitration if it proves that there exists a valid arbitration agreement with an

understanding by which the Official Chamber of Commerce, Industry and Navigation of Huelva or, specifically, its Court of Arbitration is commissioned to solve the dispute. Otherwise, it will not accept the arbitration mandate.

3.- If the Court does not accept the arbitration mandate, it shall state the reasons for refusal and notify this agreement to the parties.

4.- If the Court accepts the arbitration mandate, it shall determine all these issues regarding the nature of arbitration and its characteristics, and call upon the parties for them to make or guarantee the deposit that is determined within a period of seven days from its notification.

**Section 21.** List of arbitrators. The Court of Arbitration shall keep up to date a list of arbitrators which, approved by the Supreme Arbitration Council, shall be made up by persons with acknowledged independence and reputation from the academic and business worlds and, which shall be open and wherein the Court may create the specialised sections it deems appropriate.

**Section 22.** The Court, considering the requests from the parties as to the number of arbitrators, shall proceed to appoint them in the following manner:

a) In the event of a sole arbitrator, it shall appoint the person proposed by the parties. If there is a lack of agreement, the Court shall appoint the arbitrator from between those persons on the list, entirely at its free criteria.

b) If constituting the Arbitral College is applicable, it is understood that it is made up by three members, and if each party has proposed an arbitrator, it shall appoint these two, and the Court shall appoint the third who shall act as President. If the parties had not used this

power, arbitrators will be likewise appointed by the Court of Arbitration from among the persons on the list.

### **Section 23.**

1.- Once the deposit has been paid or guaranteed and the arbitration accepted by the Court, the Court, through its Secretariat, shall notify by certified means the appointment to each of the arbitrators so that within a maximum period of fifteen days, they can proceed to communicate their acceptance in writing and express their independence and impartiality regarding the parties and the dispute, with the obligation to reveal any circumstances that may give rise to justified doubts regarding them, and they may consult during said period documents in the power of the Secretariat in order to form an opinion as to accepting.

2.- It shall be understood that the arbitrator who does not answer within said period, does not accept the appointment. In this case, the Court shall then make new appointments to cover the post of the arbitrator or arbitrators that have not accepted.

### **Section 24.**

1. The Arbitral College shall be deemed to be constituted as from the date that the last arbitrator has accepted the appointment, which shall be notified to the Court and to the interested parties by the Secretariat, at that moment starting the arbitration proceedings.

2. In the event of an Arbitral College, both the award and any other ruling shall be decided by a majority of votes, the President having the casting vote in the event of a tie. If there is no majority agreement, the decision shall be taken by the President.

3. Except as otherwise agreed by the parties or arbitrators, the President may decide at his own initiative questions of allocation, processing and expediting the proceedings.

## **Section 25.**

1. An arbitrator may be challenged if any circumstances concur that give rise to justified doubts regarding his impartiality and independence, or if he does not have the qualifications agreed by the parties.

2. Arbitrators must reveal any circumstance that may determine their challenge as soon as they know of them.

3. At any time during arbitration, the parties may ask arbitrators to clarify their relationship with any of the other parties.

4. A party may only challenge an arbitrator it has proposed for reasons that it has only known after his appointment.

## **Section 26.**

1. The party wishing to challenge an arbitrator must do so within fifteen days from the notification of his acceptance or, where appropriate from the moment it knows of any circumstance that may give rise to justified doubts regarding his impartiality and independence.

2. The challenge, that must be in writing and duly motivated, shall be submitted before the Secretariat of the Court, who shall notify it to the other parties, to the challenged arbitrator, and, where appropriate to the remaining members of the Arbitral College.

3. The party that has not promoted the challenge must state in writing whether it accepts it or not within five days from the notification of the other party's challenge.

### **Section 27.**

1. The arbitrator may also withdraw from office, after being notified of the challenge. In this case, as in the event that that the other party expressly accepts the challenge, the challenged arbitrator shall terminate his functions and the Court shall proceed to appoint another arbitrator in the manner provided for his substitution.

2. If the challenged arbitrator does not resign and the other party does not accept the challenge in the appointed period, the Secretariat shall inform the Court, who shall decide on the challenge within five days. There shall be no appeal against this ruling.

3. If the Court accepts the challenge, it shall appoint a substitute arbitrator, and if the interested party does not accept it may, as the case may be, assert the challenge when it disputes the award.

4. During the time the challenge is being processed, and until the acceptance of the new arbitrator, time limits in process shall not run, including the period for delivering the award.

### **Section 28.**

1. If there is impossibility, de jure or de facto, preventing an arbitrator from performing his functions or for any other reason he does not perform them

in a reasonable period of time, he shall be removed from office if he resigns or the parties agree his dismissal. Otherwise, the party interested in his dismissal must request in writing to the Court within seven days following knowledge of the circumstances that motivate it, which shall be notified to the arbitrator, to the other party, and where appropriate, to the remaining members of the Arbitral College, so that they may state their opinion regarding this matter within five days.

2. In the case that the arbitrator accepts the dismissal, as in the event that the other party expressly accepts the dismissal, the arbitrator shall terminate his functions and the Court shall proceed to appoint another arbitrator in the manner provided for his substitution.

3. If the arbitrator does not resign and the other party does not accept the dismissal in the appointed period of time, the Secretariat shall inform the Court, who shall decide on the dismissal within five days, there being no possibility of appeal against this ruling.

4. During the time the dismissal is being processed, and until the acceptance of the new arbitrator, time limits in process shall not run, including the period for delivering the award.

## **Section 29.**

1. Whatever the reason for appointing a new arbitrator, it shall be done by the same proceedings by which the substituted arbitrator was appointed. If this not possible, they shall proceed pursuant to the provisions established in section 22.

2. After the substitute has been appointed, the arbitrators, subject to a hearing of the parties, shall decide if the actions previously practised are admissible.

### **Section 30.**

1. The arbitrators, subject to these Rules and the principles of hearing, repugnancy and equality shall conduct the arbitration proceedings with freedom to practice as many proceedings as it deems suitable, even if the parties have not requested them, and shall impel its stages, and may fix, if appropriate, time limits not contemplated by it, as well as summon the parties to as many appearances as it deems necessary to carry out the arbitration.

2.- Arbitrators are not subject to time limits in conducting the arbitration proceedings, except as provided in these Rules.

### **Section 31.**

1. The claimant shall communicate his statement of claim in writing in the period of time set by the arbitrator, and which will be within fifteen days from the acceptance of his appointment, or if appropriate, the appointment of the last member of the arbitral college, stating statement of the facts supporting the claim, the nature and circumstances of the conflict, the relief or remedy sought. In this statement, he must propose the evidence that he will use, providing all the documents on which he bases his claim.

2. In the event that the claimant does not submit his claim within the time limit, then the arbitrators shall deem the proceedings terminated, unless the respondent states that he wishes to file a claim.

### **Section 32.**

Having received the claim statement and the documents annexed, the arbitrators shall send it to the other party, granting it a period of fifteen

days in which to reply in writing to the claim, stating the basis of his objection to the claim of arbitration and providing all the documents on which he bases his claim. In the statement, the respondent must provide the evidence which he will present.

2. In the event that the respondent makes a counterclaim, he must execute it in the same statement of reply to the claim, submitting the documents on which he bases his claim and the proposal of evidence which he will present. The arbitrators shall send a copy of this statement and the documents annexed to the claimant, granting him a period of fifteen days in which to reply in writing to the counterclaim, stating the basis of his objection to the counterclaim of arbitration and providing all the documents on which he bases his claim and proposing the evidence he deems suitable.

3. In the event that the claimant does not submit his reply to the counterclaim within the time limit, the arbitrators shall continue the proceedings, and this failure shall not be considered acceptance or admission of the facts alleged by the respondent in his counterclaim.

### **Section 33.**

1. Except as otherwise agreed by the parties, the arbitrators may adopt the injunctions they consider appropriate regarding the subject of the dispute at the request of either of the parties, requiring, if appropriate, sufficient security from the claimant.

2. Rules on annulment and general execution of awards shall be applicable to arbitral decisions regarding injunctions, whatever their form.

3. The request to adopt injunctions must be made in the claim statement, or, if appropriate in the reply to the claim statement and counterclaim, and the other party may object to said request making as many allegations as he deems suitable, providing the documents he considers necessary and

proposing the evidence which he intends to present in relation to said request and he may offer to provide substitute security in the case that the objection were not allowed.

4. In the event that an objection has been made, the arbitrators shall summon the parties to a hearing in order for them to state whatever may be in their interest and, it being the case, to proceed to examine the evidence proposed for admission, which they must decide in said decision. After this hearing, the arbitrators shall decide the appropriateness within ten days.

5. If there is no objection, the arbitrators must decide on the request to adopt injunctions, including the admission of evidence proposed by the claimant within fifteen days from the date of submission of the written reply to the claim or, as the case may be, of reply to the counterclaim.

6.- The arbitration agreement shall not prevent either party from requesting a court to adopt injunctions nor for the court to grant them, prior to the arbitral proceedings or during their processing.

### **Section 34.**

1. Within fifteen days from submission of the reply to the claim, or, as the case may be, of the reply to the counterclaim, or from expiration of the limit granted to submit said statements, arbitrators must decide on the admissibility, relevance, materiality and weight of the evidence offered by the parties.

2. Each party shall have the burden of proving the facts relied on to support his claim or defence, proposing any evidence admitted by law.

3. Arbitrators are competent to agree at their own initiative the examination of evidence they consider pertinent and relevant and to assess the evidence examined.

4. The parties or their representatives shall be summoned and may take part in any examination of evidence and must sign the minutes recorded to this purpose.

5. Arbitrators or either party with their approval may request any court having jurisdiction, assistance with the examination of evidence that they cannot conduct themselves.

6. If during the course of arbitration a new arbitrator should join in substitution of another previous one, all evidence that had been previously examined shall be examined again, unless the new arbitrator considers himself sufficiently informed by the content of the proceedings.

### **Section 35.**

1. Arbitrators shall agree, after examining the evidence, that the parties write their corresponding statements of conclusion within the time limit set to that purpose. During this period, the file may be examined in the Secretariat of the Court.

2.- However, the arbitrators, at their own initiative or at the request of either party, may decide to substitute the statement of conclusion for a hearing, which decision shall be notified to the parties at least five days prior to the date set.

### **Section 36.**

The arbitrators shall decide the dispute in a sole award or in as many partial awards as they consider necessary.

### **Section 37.**

1. If, during the arbitral proceedings, the parties agree on the total or partial settlement of the dispute, the arbitrators shall either issue an order for the termination of the arbitral proceedings regarding the agreed issues and, if requested by both parties and accepted by the arbitrators, record of settlement in the form of an arbitral award on agreed terms.

2. The arbitral award shall be rendered under the terms agreed by the parties, the provisions of sections 38 and 39 of these Rules and shall have the same enforceability as any other award delivered on the point of the dispute.

### **Section 38.**

1. The arbitrators must decide the dispute within the period of time set by the parties and, in its absence, within six months from the date of submission of the reply to the claim or, as the case may be, of the reply to the counterclaim, or from the expiration of the period of time given to submit these statements.

2. Expiration of the period of time without delivery of the award, shall cause termination of the arbitral proceedings and the dismissal of the arbitrators, without affecting the effectiveness of the arbitration agreement.

### **Section 39.**

1. The award shall be rendered in writing and shall contain, at least, arbitrators and parties' personal circumstances, date and place it is rendered, the issue or issues submitted to arbitration, a brief list of the parties' allegations and of the evidence examined, and the decision on all matters submitted to arbitral decision.

2. The arbitrators shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given or the award is rendered in the terms agreed by the parties, the arbitrators in *ex aequo et bono* arbitrations being free to decide whether they state the reasons upon which the award is based.

3. Subject to the parties' prior agreement, the arbitrators shall rule in the award on the costs of arbitration, including arbitrators' fees and expenses, and, where appropriate, the fees and expenses of the parties' representatives and counsels, the cost of services rendered by the Court of Arbitration and any other expenses caused by the arbitration proceedings.

4. The award shall be signed by the arbitrators, who may state their differing opinions.

5. The arbitrators, through the Secretariat of the Court, shall notify the award to the parties in the form and period of time that the parties had agreed or, in its absence, through delivery to each party of a signed copy, within the period of time established in section 38 of these Rules.

6. Anyone of the parties, at their expense, may request the arbitrators, before they are notified, that the award be notarised, which shall be carried out by the Secretariat of the Court.

#### **Section 40.**

1. Within ten days after receipt of the award, either party may request the arbitrators through a written statement submitted before the Secretariat of Court, to correct in the award any errors in computation, any clerical, spelling, or typographic errors, or any errors of similar nature, to clarify an item or a particular part of the award or to complement the award regarding petitions made and not solved in the award.

2. The arbitrators, through the Secretariat of Court, shall immediately send the other parties the request submitted so that, within five days, they may declare in writing regarding any of the requests made. After completing this process, or, as the case may be, after the period of time has expired without the other parties making statements in this regard, the arbitrators must decide the request for clarification or correction of the award within the following ten days, and the complementary request within the following twenty days.

3. Within the following ten days after the date of the award, the arbitrators may proceed at their initiative regarding the correction of errors referred to in item 1 of this section.

4. The terms of sections 38 and 39 of these Rules shall apply to arbitral rulings on correction, clarification, and complement of the award.

5. When the arbitration is international, the time limits of ten and twenty days established in items 2 and 3 of this section shall be one and two months respectively.

#### **Section 41.**

The final award causes effect of res judicata and the parties may only request its revision pursuant to the provisions of the Civil Proceedings Act 1/2000, of January 7, for executable judgements. On the other hand, the

final award against which an annulment proceeding has been filed may be executed pursuant to the provisions of the Arbitration Act 60/2003, of December 23, and the aforementioned Civil Proceedings Act.

#### **Section 42.**

1. Arbitrators shall order termination of arbitration when the cases provided for in sections 13.3 and 31.2 of these Rules occur, when the parties so expressly agree, or when they verify that the continuation of actions is unnecessary or impossible.

2.- Except as otherwise agreed by the parties, arbitrators must announce a decision regarding the costs of arbitration in these cases.

#### **Section 43.**

1. At any time prior to delivering the award, the parties, by mutual consent, may suspend arbitration for a certain and given period of time. The period of time of the suspension shall not compute as regards the rendering of the award.

2. The parties, by mutual consent, may abandon arbitration at any moment before delivery of the award.

### **ADDITIONAL PROVISION**

Arbitrations entrusted to the Court of Arbitration of the Official Chamber of Commerce, Industry and Navigation of Huelva shall be governed by the provisions of Act 60/2003, of December 23, and these Rules.

## **TRANSITIONAL PROVISION**

1. The proceedings entrusted to the Court that, pursuant to the terms of the Sole Transitional Provision of Arbitration Act 60/2003, of December 23, are governed by the provisions of Arbitration Act 36/1988, of December 5, shall be governed by the provisions of the Arbitration Rules of the Official Chamber of Commerce, Industry and Navigation of Huelva approved by the plenary session of the Corporation on March 30, 2000, inasmuch as it is compatible with the binding rules of the first of the Acts listed.

2. Proceedings in which the request for arbitration had been notified to the respondent after the entry into force of the Arbitration Act 50/2003, of December 23, and before the approval of these Rules, shall be governed by the provisions of the Arbitration Rules of the Official Chamber of Commerce, Industry and Navigation of Huelva approved by the plenary session of the Corporation on March 30, 2000, inasmuch as it is compatible with the binding rules of the first of the aforementioned Arbitration Act.

3. Inasmuch as the new Schedule of these Rules containing the schedule of rates to determine the Registration Fees, conciliation and arbitrators' fees and administrative expenses, as well as the rules for their distribution and payment by the parties, is not yet approved, the ruling one shall apply.

## **DEROGATORY PROVISION**

When these Rules come into effect, the Arbitration Rules of the Official Chamber of Commerce, Industry, and Navigation of Huelva approved by the plenary session of the Corporation on March 30 2000 and entered into record in the Notary's office of Mr. Isidoro Víctor González Barrios on May 30 2000, under number 1,550 of his records is expressly repealed.

## **FINAL PROVISION**

These Rules shall come into force on the date that they are approved by the plenary session of the Corporation, their notarisation notwithstanding.