

**RULES**  
**OF THE NATIONAL COURT OF ARBITRATION**

of 25 May 2019

**§ 1**

1. Krajowy Sąd Arbitrażowy sp. z o.o. [*the National Court of Arbitration Limited Liability Company*], hereinafter referred to as “KSA” is a permanent arbitration court. KSA acts on the basis of the provisions of the Code of Civil Procedure and these Rules. KSA decides cases on the basis of the KSA Rules in force as of the date of signing the arbitration clause.
2. KSA may also decide cases on an ad hoc basis in accordance with the Rules in force as of the date of signing the ad hoc arbitration agreement.
3. KSA uses a stamp with its name, logo and seat.
4. The seat of KSA is in Łódź.

**§ 2**

1. The work of KSA is managed by the President of KSA. The President may also appoint Deputies of the President of KSA, who shall manage the work of KSA during the absence of the President of KSA.
2. Substantive decisions are made by the Arbitration Panel appointed to decide the case.
3. Decisions in court proceedings are made by the Arbitration Panel or the President of KSA.
4. All administrative issues may be decided by the President of KSA, the Arbitration Panel and the Secretary of KSA.

**§ 3**

The place of arbitration by KSA shall be the seat of KSA sp. z o.o., its branch or other place designated by the President of KSA.

**§ 4**

Arbitrators and KSA shall not be liable for damage incurred as a result of actions or omissions related to proceedings conducted before KSA.

**§ 5**

1. The bodies of KSA shall be: the President of KSA, the Deputy President of KSA and the Secretary of KSA.
2. The President of KSA manages KSA, represents it outside and performs other actions specified herein. Actions reserved for the President of KSA may be performed by the Deputy President of KSA within the limits of the authorizations granted.
3. The Secretary of KSA manages the work of the KSA Office and performs other actions ordered by the President and the Deputy President of KSA under their supervision.
4. The Deputy President of KSA and the Secretary of KSA are appointed by the President of KSA on his/her own initiative.

**§ 6**

1. The decisions are issued in KSA by one arbitrator. However, the President of KSA may decide to submit the case for adjudication by three arbitrators.
2. The Arbitration Panel shall be determined by the President of KSA from among arbitrators entered into the list of arbitrators of KSA.
3. As a result of a disclosure of circumstances calling into question the impartiality of the arbitrator sitting on the adjudicating panel, at the request of the arbitrator, at the mutual request of the parties and as a result of temporary incapacity of the arbitrator to perform his/her duties, the President of KSA disqualifies the arbitrator from adjudicating in a given case and appoints his/her substitute.
4. Arbitrators are independent. As regards substantive decisions, they are only subject to laws.

## § 7

1. Proceedings before KSA are open only to the parties.
2. Files are made available only to the parties, their statutory representatives and litigation attorneys as well as bodies authorized in accordance with Article 1204 of the Code of Civil Procedure.
3. The President of KSA, his/her deputies, Arbitrators and the Secretary of KSA are obliged to keep confidential the proceedings before the Court and all circumstances of the case disclosed to them in connection with the proceedings.

## § 8

1. Proceedings conducted by KSA are a single-stage procedure.

## § 9

1. KSA decides cases on the basis of the action filed with it.
2. Cases are decided in Polish.
3. The statement of claim should include an indication of the arbitration clause justifying the jurisdiction of KSA.
4. The statement of claim should meet the requirements specified in Article 187 of the Code of Civil Procedure (forms, which are used in the simplified proceedings, are not used in the proceedings before KSA). In addition, the statement of claim should include the telephone number, correspondence address and e-mail address of the claimant and his/her/its litigation attorney.
5. The statement of claim should include an indication of all arguments and evidence to support them.
6. A court fee payment receipt must be attached to the statement of claim.
7. The statement of claim should be accompanied by copies, one copy for each Defendant.
8. In the event of any defect, the Secretary of KSA shall request the Claimant or his/her/its litigation attorney to rectify the defects within the prescribed time limit, failing which the statement of claim shall be returned. The order to return the statement of claim is issued by the President of KSA.
9. Having confirmed the correctness of the statement of claim, the Secretary of KSA sends a copy thereof to the Defendant, indicating the time limit (not shorter than seven days) to respond to the statement of claim by raising all arguments and evidence to support them, failing which they shall be disregarded. A pleading sent by mail is considered to have been submitted within the prescribed time limit, only if it was posted by registered mail on the last day of the prescribed time limit at the latest and if at the same time the pleading was sent

- by e-mail to the e-mail address of KSA with information about the name of the postal operator via which the letter was sent and the tracking number enabling to track it in the IT system of the postal operator.
10. Upon the delivery of a copy of the statement of claim, the Secretary of KSA also requests the Defendant to indicate the telephone number and e-mail address of the Defendant and his/her/its litigation attorney.
  11. Upon receipt of a statement of defence, the Secretary of KSA serves it on the Claimant, indicating the time limit (not shorter than seven days) to take a stance on the statement of defence by raising all arguments and evidence to support them, failing which they shall be disregarded. A pleading sent by mail is considered to have been submitted within the prescribed time limit only if it was posted by registered mail on the last day of the prescribed time limit at the latest and if at the same time the pleading was sent by e-mail to the e-mail address of KSA with information about the name of the postal operator via which the letter was sent and the tracking number enabling to track it in the IT system of the postal operator.
  12. Upon receipt of the statement of defence or if it is not submitted within the prescribed time limit and upon receipt of a pleading with the Claimant's stance on the statement of defence or if it is not submitted within the prescribed time limit, the President of KSA appoints the Arbitration Panel to decide the given case. When appointing the Arbitration Panel, the President of KSA will take into account any reservations as to the impartiality of persons appearing on the list of arbitrators made by the Claimant when submitting the statement of claim at the latest or by the Defendant when submitting the statement of defence at the latest – if the President considers it justified. Subsequent requests of the parties to exclude an arbitrator based on circumstances known in the above-mentioned dates are inadmissible.
  13. The lack of jurisdiction of the Court may be effectively raised only before entering into the dispute as to the merits of the case.
  14. The Arbitration Panel has the competence to decide on the jurisdiction of KSA, the existence and validity of the arbitration agreement.
  15. The Arbitration Panel decides to hold the hearing or to consider the case outside the hearing on the basis of the collected documents.
  16. At the hearing, the panel takes evidence other than the documents submitted. The Arbitration Panel notifies the parties and their litigation attorneys of the date of the hearing at least seven calendar days in advance.
  17. In the case of a three-person Arbitration Panel, a deliberation and a vote on the award are held after the hearing or on the basis of collected documents in case of consideration outside the hearing. The award is made by a majority of votes.
  18. The award is given in writing. The award is served on the parties.
  19. In the event of withdrawal of the statement of claim as a result of performance of the obligation by the Defendant after the action has been brought, the Arbitration Panel issues an order to discontinue the proceedings as to the main subject-matter of the dispute, deciding at the same time as to the costs of the proceedings.
  20. If the statement of claim is withdrawn for reasons other than those indicated in §9.19 or it is stated that the continuation of the proceedings in the case has for any other reason become unnecessary or impossible, the Arbitration Panel issues an order to discontinue the proceedings.
  21. The order of KSA and the settlement agreement made before the Adjudicating Panel are final.

1. At the request of the Claimant, the President of KSA may grant a freezing injunction in respect of the claim pursued by the Claimant.
2. The issuance of a freezing injunction by the President of KSA in respect of the claim pursued by the Claimant may be conditioned on the Claimant's securing the possible Defendant's damage. The President of KSA decides on the type of injunction.

### **§ 11**

1. If the action filed with KSA arises from a legal relationship for which the parties have not signed the arbitration clause, the Secretary of KSA sends the statement of claim to the Defendant together with an enquiry whether the Defendant agrees to the dispute settlement by KSA.
2. The Defendant's consent must be given in writing.
3. In the absence of the Defendant's consent to the dispute settlement by KSA within the time limit set by the Secretary of KSA (not shorter than seven days), the President of KSA issues an order to return the statement of claim to the Claimant.

### **§ 12**

1. Service shall be made by registered letter to the address of the registered office/residence of the Party.
2. Service to the address of the registered office/residence as well as to the address indicated in the document containing the arbitration clause shall be considered effective also by means of a notice of delivery.
3. If the Party indicated an e-mail address for correspondence, service may also be effected by means of electronic communication with a delivery receipt requested, and with letters attached to the e-mail in the form of separate files. In the case of service effected by means of electronic communication, delivery shall be deemed effective at the time indicated in the electronic delivery receipt, and in the absence of such delivery receipt, after the expiry of seven days of the date of sending the e-mail.

### **§ 13**

Court fees – the amount and rules of payment of court fees are governed by the Fee Rules of Krajowy Sąd Arbitrażowy sp. z o.o.