



P O L S K I E
L N G

RULES OF ARBITRATION

*in cases concerning the award of contracts in the preparation,
construction and financing of an LNG terminal*

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I GENERAL PROVISIONS

Article 1: DEFINITIONS

1. Rules – shall mean these Rules of Arbitration in cases concerning the award of contracts in the preparation, construction and financing of an LNG terminal;
2. Rules for the Award of Contracts – shall mean these Rules of Arbitration in cases concerning the award of contracts in the preparation, construction and financing of an LNG terminal;
3. Court – shall mean a court of arbitration acting in accordance with the Rules;
4. Court Registry – shall mean the Court of Arbitration at the Polish Chamber of Commerce in Warsaw, which provides administrative services to the Court with respect to conducting arbitration proceedings under the Rules;
5. Arbitrator – shall mean one of the three persons appointed for the settlement of a dispute between the Plaintiff and the Defendant under the Rules;
6. Presiding Arbitrator – shall mean an Arbitrator appointed to preside over the Adjudication Panel in arbitration proceedings in cases settled under the Rules;
7. Adjudication Panel – shall mean a panel of three Arbitrators appointed to settle a given case under the Rules;
8. List of Arbitrators – shall mean a list of persons maintained by the Court of Arbitration at the Polish Chamber of Commerce, from among which Arbitrators indicated by the parties may appoint the Presiding Arbitrator;
9. Arbitration Clause – shall mean a clause included in the Rules for the Award of Contracts, accepted by the Tenderer by means of making a written statement on consenting to the settlement of disputes in accordance with the rules specified in the Arbitration Clause;
10. Tenderer – a natural person, legal person or unincorporated organisational unit with legal capacity, competing to be awarded a Contract, who has submitted a tender or an application for admission to the procedure, or intends to do so, and who has submitted a statement on consenting to the submission of settlement of any disputes arising in connection with contract award to a court of arbitration acting under the Rules;
11. Contracting Entity – shall mean Polskie LNG sp. z o.o.;
12. Plaintiff – shall mean a Tenderer or the Contracting Entity who file a Statement of Claim under the Rules;
13. Statement of Claim – shall mean a pleading lodged by the Plaintiff initiating arbitration proceedings, prepared and filed under the Rules, the subject matter of which may be any claims of the Plaintiff connected with alleged violation of its rights as a result of the Defendant's actions in the course of the procedure to

award contracts in the construction of an LNG terminal;

14. Defendant – shall mean a Contracting Entity or a Tenderer against whom a Statement of Claim is filed;
15. President of the Court – shall mean the President of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw;
16. Registration Fee and Arbitration Fee – shall mean the registration fee and arbitration fee in an amount specified in the Schedule of Fees, which is attached as Appendix 1 hereto.

Article 2: APPLICABILITY OF THE RULES

1. The Rules are part of the Arbitration Clause and are applicable to the settlement of any disputes connected with the award of contracts in the preparation, construction and financing of an LNG terminal under the provisions of the Rules for the Award of Contracts, including in particular the settlement of disputes concerning:
 - i. determination of criteria or conditions of participation in the procedure,
 - ii. exclusion of a Tenderer,
 - iii. rejection of a tender,
 - iv. selection of the most advantageous tender.
2. Settlement of the abovementioned disputes shall be subject to the law of the Republic of Poland and the provisions of the Rules.
3. In matters not provided for herein, the Adjudication Panel shall apply the general principles of fair arbitration and the provisions of Part Five of the Code of Civil Procedure.

Article 3: SERVICE AND TIME LIMITS

1. Any correspondence (e.g. statements, petitions) in proceedings conducted under the Rules shall be sent by e-mail or fax and in writing.
2. A party whose registered office is situated outside the Republic of Poland shall appoint a representative in litigation or a person authorised to receive judicial writs and indicate their address in the Republic of Poland.
3. Correspondence sent by e-mail or fax shall be deemed served upon sending provided that transmission was error-free.
4. Unless the Rules provide for otherwise, any correspondence, irrespective of its form, shall be served by a party to the other party, Court Registry and each of the Arbitrators.
5. On the day of delivering a judgement by the Adjudication Panel, the Presiding Arbitrator shall send, together with the case file, an original copy of each

judgement delivered by the Adjudication Panel it presides over to the Court Registry.

6. In organisational matters concerning the proceedings, the parties shall contact the Court Registry and the President of the Court through the Secretariat of the Court Registry.
7. The Adjudication Panel may shorten or extend the time limits specified in the provisions of the Rules solely upon unanimous application of both parties.

II INITIATION OF ARBITRATION PROCEEDINGS

Article 4: STATEMENT OF CLAIM

1. Statement of Claim shall be filed with the Court Registry, together with copies for the three Arbitrators, and directly with the Defendant.
2. Statement of Claim shall be made in writing and include:
 - i. first name and surname, or business name, of the Plaintiff and the Defendant, addresses of places of residence or registered offices, as well as telephone numbers, fax numbers and e-mail addresses, and in case of acting through representatives, respective information on such representatives;
 - ii. determination of the value of the subject matter of the dispute;
 - iii. precisely stated demands of the Plaintiff;
 - iv. description of facts of the case substantiating the demand and, if need be, substantiating jurisdiction of the court of arbitration;
 - v. reference, if any, to the provisions of Polish law or the Rules for the Award of Contracts, violation of which is the basis for claims sought by the Plaintiff;
 - vi. indication of evidence supporting the described facts;
 - vii. demand, if any, to award the proceedings costs against the Defendant under the Rules;
 - viii. indication of an Arbitrator.
3. Statement of Claim shall be accompanied by a power of attorney if it is filed by a representative, and relevant documents confirming that the persons granting power of attorney are entitled to do so.
4. Statement of Claim shall be accompanied by a statement of the Arbitrator indicated by the Plaintiff on the consent to perform the function of Arbitrator under the Rules. Sample Arbitrator's statement is attached as Appendix 2 hereto.
5. Statement of Claim shall be accompanied by a confirmation of payment of

the Registration Fee and the Arbitration Fee.

6. If Statement of Claim is not complete, except as provided in Article 6.3 hereof, the President of the Court shall return the Statement of Claim. A returned Statement of Claim shall not have any effect.

Article 5: RESPONSE TO THE STATEMENT OF CLAIM

1. Within five days from serving a Statement of Claim to the Defendant, the Defendant shall submit a written Response to the Statement of Claim to the Court Registry, each of the Arbitrators and to the Plaintiff, which shall include:
 - i. first name and surname, or business name, of the Plaintiff and the Defendant, and in case of the Defendant acting through a representative, respective information on such a representative;
 - ii. determination of defences, including a defence of lack of jurisdiction, if any, subject to the provisions of the Rules;
 - iii. description of facts of the case substantiating the defences, and indication of evidence supporting the described facts;
 - iv. reference, if any, to the provisions of Polish law, the Rules for the Award of Contracts, or these Rules which are the basis for the defences.
2. If the Defendant fails to specify defences in the Response to the Statement of Claim, or completely fails to file a Response, the Adjudication Panel shall deliver a judgement after thorough examination of all known facts of the case.
3. Response to the Statement of Claim shall be accompanied by a power of attorney if it is filed by a representative, and relevant documents confirming that the persons granting power of attorney are entitled to do so.

III ARBITRATORS

Article 6: NUMBER OF ARBITRATORS

1. Arbitration proceedings shall be conducted by an Adjudication Panel composed of three Arbitrators, acting as a court of arbitration within the meaning of the provisions of the Code of Civil Procedure.
2. Arbitrators shall be appointed in the following manner:
 - i. the Plaintiff indicates an Arbitrator in the Statement of Claim;
 - ii. within two days from receiving the Statement of Claim the Defendant indicates an Arbitrator and attaches a statement made by that Arbitrator in accordance with the sample attached as Appendix 2 hereto.
3. If either party fails to indicate an Arbitrator in the manner described hereinabove, such an Arbitrator shall be appointed within two days by the President of the Court from among persons entered on the List of Arbitrators.

4. Two Arbitrators selected in the manner described in item 2 or 3 hereinabove shall choose the Presiding Arbitrator from the List of Arbitrators and notify the Court Registry thereof. In case of a failure to appoint the Presiding Arbitrator by the Arbitrators within two days from the moment they were appointed, the Presiding Arbitrator shall be selected from the List of Arbitrators by the President of the Court within two days. The Presiding Arbitrator may only be a person who submits a statement in accordance with the sample attached as Appendix 2 hereto.

Article 7: ACCEPTANCE OF THE FUNCTION OF ARBITRATOR

1. The Court Registry shall immediately notify the parties about the appointment of the Adjudication Panel and provide the Arbitrators, who have submitted the statement referred to hereinabove, with case files.
2. An Arbitrator, by accepting to conduct the case, agrees to make every effort to close arbitration proceedings as promptly as possible, and in particular within the time limit specified in Article 17 hereof. Failure to close the proceedings within the aforementioned time limit shall result in reducing Arbitrator's remuneration pursuant to the Schedule of Fees.

Article 8: IMPARTIALITY OF ARBITRATORS

1. Arbitrators shall be impartial and independent in settling the dispute.
2. Before accepting to conduct a given case, Arbitrators should reveal to the parties and the Court any circumstances which may raise reasonable doubts as to their impartiality and independence.

Article 9: QUALIFICATIONS OF ARBITRATORS

An Arbitrator may only be a person who is fully capable of performing legal acts, enjoys full civil rights and has appropriate knowledge and professional experience which enable it to perform accurate assessment of the circumstances connected with the dispute subject to the settlement.

Article 10: EXCLUSION AND REPLACEMENT OF ARBITRATORS

1. Either party may demand that an Arbitrator is excluded in the presence of circumstances which raise reasonable doubts as to its impartiality or independence.
2. A written demand to exclude an Arbitrator, including a specification of the grounds for that demand, shall be sent simultaneously to the Court Registry, the Presiding Arbitrator, the Arbitrator affected by the demand for exclusion and the other party not later than within two days from obtaining information of the circumstance which raises reasonable doubts as to the impartiality or independence of the Arbitrator. The demand for exclusion may also be submitted orally and included in the minutes during a hearing.

3. Within two days from serving the demand for exclusion of an Arbitrator, the other party and the Arbitrator may present their stance on that matter to the Court Registry, the party requesting exclusion and the Presiding Arbitrator.
4. The Presiding Arbitrator may suspend arbitration proceedings until decision is taken with respect to an exclusion of an Arbitrator.
5. The decision concerning an exclusion of an Arbitrator shall be taken by the President of the Court in consultation with the Arbitration Board of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw within two days from the day of presenting its stance by the Arbitrator, but in no case later than within four days from submitting the demand.
6. The President of the Court may, in consultation with the Arbitration Board of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw, dismiss the Arbitrator if it finds that it does not fulfil its function in accordance with these Rules, in particular that it violates the specified time limits.
7. In case of exclusion, resignation, dismissal, death or the occurrence of other obstacle preventing an Arbitrator from performing its function, the President of the Court shall immediately appoint a new Arbitrator from the List of Arbitrators.
8. Replacement of one or both Arbitrators indicated by the parties for any reason whatsoever after those Arbitrators jointly appointed the Presiding Arbitrator shall not affect the validity of such appointment.

IV CONDUCT OF ARBITRATION PROCEEDINGS

Article 11: GENERAL PRINCIPLES

1. Members of the Adjudication Panel and any other persons who are competent to effect any acts connected with arbitration proceedings conducted under the Rules shall make every necessary effort to effect them in a manner which enables efficient conduct of arbitration proceedings and ensures compliance with any time limits provided for in the Rules, in particular the time limit for passing an award.
2. The Adjudication Panel shall ensure equal treatment of the parties in the course of arbitration proceedings.
3. The Adjudication Panel shall enable the parties to present their positions on the case, but should prevent prolongation of arbitration proceedings by any party.
4. The language of arbitration shall be the Polish language, unless the Adjudication Panel decides otherwise upon a unanimous application of the parties.
5. All documents drawn up in languages other than the Polish language shall be translated into Polish, unless the Adjudication Panel decides otherwise.

6. In arbitration proceedings conducted under the Rules parties may be represented by persons with appropriate authorisation.
7. Unless the Rules provide for otherwise, the Presiding Arbitrator shall be responsible for the course of the proceedings. The Presiding Arbitrator may adjudicate single-handedly in procedural matters.
8. Unless the Rules provide for otherwise, neither party nor their representatives may contact the Adjudication Panel in matters concerning the proceedings excluding the other party.

Article 12: LACK OF JURISDICTION

The Adjudication Panel shall issue a decision on defences of lack of jurisdiction of the Court determined on the basis of the provisions of the Rules. The defence of lack of jurisdiction may be put forth in the Response to the Statement of Claim at the latest. The Adjudication Panel shall examine the defence immediately after it is raised, before examining the subject matter of the case.

Article 13: EVIDENCE

1. The parties shall be obliged to indicate all statements and evidence to support them in, respectively, the Statement of Claim or the Response to the Statement of Claim; otherwise they shall not have the right to invoke them in the course of the proceedings. Invocation of other statements and evidence in the course of the proceedings until it is closed shall be possible only if it is demonstrated that invoking them in the Statement of Claim or the Response to the Statement of Claim was not possible or that the need to invoke them occurred at a later time.
2. The Adjudication Panel shall decide, at their own discretion, about examining given evidence based on the relevance and admissibility of evidence motions of the parties. In particular, the Adjudication Panel may admit evidence from documents and expert opinion.
3. An Arbitrator may request that a party presents documents or other evidence which is of significant importance for the settlement of the case and demand that the party makes certain evidence in its possession available to an expert.

Article 14: WITNESSES

1. The Adjudication Panel admits evidence from examination of a witness or an expert and hearing of the party only in extraordinary situations, when delivering a judgement on the basis of circumstances established on the basis of the remaining body of evidence is impossible.
2. A petition to summon a witness shall include specification of the identity and address of the witness whose testimony the party wishes to invoke, as well as the subject matter of such testimony and its significance for the settlement of

the case.

3. Until a judgement is delivered, costs associated with examining evidence from witness testimony shall be borne by the party who demanded that it is summoned.
4. In case a witness fails to appear at a hearing to testify, the Presiding Arbitrator shall not fix a date for another hearing, irrespective of the reasons why the witness did not appear at the hearing.
5. The Adjudication Panel may admit that a witness submits a testimony in writing within a time limit determined by the Presiding Arbitrator. Such testimonies shall be immediately made available to both parties.

Article 15: EXPERTS

The Adjudication Panel may, in extraordinary situations, appoint one or more independent experts, who shall deliver an opinion on issues indicated by the Adjudication Panel. The expert shall sign a non-disclosure agreement. The Plaintiff or the Defendant may put in a petition to examine evidence from expert opinion in, respectively, the Statement of Claim or the Response to the Statement of Claim. The Presiding Arbitrator should ensure that such opinion is prepared in as short a period of time as reasonably possible.

Article 16: HEARING

1. The Adjudication Panel shall order a hearing to examine evidence from witness testimony, expert opinion or hearing of the parties, either on demand of the parties or on its own initiative, only if it deems it necessary for thorough examination of the circumstances of the case, without the establishment of which delivery of a judgement is impossible.
2. An Arbitrator shall notify the parties, witnesses and experts about the date and place of the hearing not later than three days before the hearing.
3. Absence of a party or its representative, who have been duly notified about the hearing, at the hearing shall not halt the proceedings.

Article 17: CLOSING THE PROCEEDINGS

1. Once the Adjudication Panel deems that all circumstances of significant importance for the settlement of the case have been examined, it shall issue a decision to close the proceedings. The Adjudication Panel shall make every effort to close the proceedings not later than within forty-five days from appointing the Adjudication Panel.
2. If the proceedings cannot be closed within the time limit specified in item 1 hereinabove, the Presiding Arbitrator shall provide the President of the Court with written explanation concerning the progress of the arbitration

proceedings, indicating circumstances which caused the failure to comply with the time limit specified in item 1 hereinabove, including a copy for each party. The Presiding Arbitrator shall send further explanations to the President of the Court, including a copy for each party, every three days until the proceedings are closed.

3. The Presiding Arbitrator shall immediately notify the parties and the Court Registry about closing of the examination proceedings and set a time limit for submitting petitions, if any, for reimbursement of proceedings costs.

V JUDGEMENTS

Article 18: JUDGEMENTS

1. The Adjudication Panel, upon settling a case, passes an award within the meaning of the provisions of the Code of Civil Procedure.
2. The award shall be drawn up in writing and include:
 - i. date and place of passing the award;
 - ii. first name and surname, or business name, of each party and their respective places of residence or registered offices;
 - iii. first names and surnames of all Arbitrators forming the Adjudication Panel;
 - iv. settlement as to the parties' demands (conclusion);
 - v. description of the main motives that guided the Adjudication Panel in delivering the judgement (substantiation); and
 - vi. signatures of the members of the Adjudication Panel.
3. The judgement shall be delivered on the day of closing the proceedings.
4. The Court Registry shall serve to each party a copy of the award signed by the Adjudication Panel in the same way as the original copy. The original copy and copies of the award shall be identified with the Court's seal and signed by the President of the Court as well. The original copy of the award shall remain in the case file kept in the archive of the Court Registry.
5. Judgements are delivered by a majority of votes of the members of the Adjudication Panel, except as provided in Article 11.6.
6. Within fourteen days from serving the award, each party may petition that the Adjudication Panel prepares a full substantiation of the award. The Adjudication Panel shall be obliged to prepare such substantiation within fourteen days from filing a relevant petition.
7. Provisions concerning the award shall be applicable respectively to judgements in the case other than an award.

Article 19: DISCONTINUATION OF PROCEEDINGS

1. The Adjudication Panel shall issue a decision on discontinuing arbitration proceedings if:
 - i. the Plaintiff withdraws the Statement of Claim, unless the Defendant objects and the Adjudication Panel deems that the Defendant has legal interest in obtaining a judgement settling the subject matter of the case;
 - ii. the parties unanimously petition for discontinuing the proceedings;
 - iii. the parties have reached a settlement;
 - iv. the Adjudication Panel deems that continuation of the proceedings has become redundant or impossible for other reasons.

VI COSTS

Article 20: FEES

1. Prior to filing a Statement of Claim, the Plaintiff shall be obliged to pay the Registration Fee and the Arbitration Fee in an amount specified in the Schedule of Fees, which is attached as Appendix 1 hereto.
2. The Registration Fee shall not be subject to reimbursement.
3. The Arbitration Fee shall be reimbursed pursuant to terms and conditions specified in the Schedule of Fees.

Article 21: AWARD OF PROCEEDINGS COSTS

1. Each party shall report all arbitration proceedings costs incurred by it in accordance with Article 17.3. Such costs may include the Registration Fee and the Arbitration Fee, costs of examining any necessary evidence incurred by the party in the course of proceedings and reasonable costs of representation, according to the amount of labour.
2. Having considered the relevance of the report referred to in item 1 hereinabove, the Adjudication Panel shall establish and award the costs of arbitration proceedings against the losing party, to the benefit of the prevailing party.

VII CONFIDENTIALITY

Article 22: CONFIDENTIAL INFORMATION

1. For the purposes of this Article, confidential information shall mean all information, irrespective of the carrier on which it is recorded, which is:
 - i. not in the public domain,
 - ii. technical, technological, commercial or organisational information of importance to the enterprise,

- iii. subject to actions of the entity owning such information which aims at preserving its confidentiality.
2. A party invoking confidentiality of information which it intends or is obliged to submit in the arbitration proceedings, including presentation of such information to an expert, shall file a petition to treat such information as confidential and indicate the reasons why it considers that information confidential.
3. The Adjudication Panel shall decide under what conditions and to whom confidential information may be disclosed in part or in full, and shall demand that a person to whom such information is to be disclosed signs a non-disclosure agreement with respect to that information.

Article 23: CONFIDENTIALITY OF PROCEEDINGS

1. Any information submitted by the parties, Arbitrator or other persons participating in arbitration proceedings must not be disclosed to third parties by the parties or other persons taking part in the proceedings, including Arbitrators, President of the Court, employees of the Court Registry and witnesses. The party summoning a witness shall be responsible for its compliance with the confidentiality obligation required of the party.
2. Non-disclosure of information concerning the proceedings shall also be applicable to the fact of its initiation.
3. Non-disclosure of information concerning the proceedings may be waived in the following cases:
 - i. if it is necessary due to the provisions of the law,
 - ii. upon agreement of both parties.

VIII APPENDICES

APPENDIX 1 – Schedule of Fees

APPENDIX 2 – Sample Arbitrator's Statement