

THE MARITIME ARBITRATION OF THE JAPAN SHIPPING EXCHANGE, INC.

Forms of Arbitration Agreement and
Arbitration Clause

- I. Each form of maritime contract prepared by the Japan Shipping Exchange, Inc., contains an arbitration clause. In case where any other form of contract without an arbitration clause is employed, it is desirable that the following clause be inserted in the contract: -

"Any dispute arising from this /Charter Party/
/Contract/ shall be submitted to arbitration by the Japan Shipping Exchange,
Inc., in Tokyo or Kobe conducted in accordance with the Maritime Arbitration Rules of the said Exchange in force
for the time being, and the award given by the arbitrators appointed by the said Exchange shall be final and binding."

- II. Where it is contemplated to apply for an arbitration by the Japan Shipping Exchange, Inc., in accordance with an arbitration clause contained in a contract, the following agreement should first be made between the parties: -

"It is hereby expressly agreed that arbitration stipulated
in /Article/
in /Clause/ _____ of the /Charter Party/
/Contract/ dated _____
, 19_____, shall be arbitration by the Japan
Shipping Exchange, Inc., in Tokyo or Kobe conducted in accordance with the Maritime Arbitration Rules of the said Exchange in force for the time being, and that the award given by the arbitrators appointed by the said Exchange shall be final and binding."

- III. If the parties to a contract desire to appoint their respective arbitrators, wholly or in part, outside of the Panel of Members of the Arbitration Commission of the Japan Shipping Exchange, Inc., the arbitration agreement should contain the following words: -

"It is understood that each party shall have the right of appointing an equal number of arbitrators from and/or outside of the Panel of Members of the Arbitration Commission of the Japan Shipping Exchange, Inc."

JAPANSKA POMORSKA ARBITRAŽA

Obrazac ugovora o arbitraži i
arbitražna klauzula

- I Svaki formular pomorskog ugovora koji je sastavljen od Japan Shipping Exchange, Inc., sadrži arbitražnu klauzulu. U slučaju kad se upotrebljava kakav drugi formular, u kojem nema arbitražne klauzule, poželjno je da se stavi u ugovor slijedeća klauzula: -

"Svaki spor koji proistječe iz ovoga /brodarskoga ugovora/
/ugovora/
bit će podnesen na rješavanje arbitraži Japan Shipping Exchange, Inc., u Tokyu ili Kobeu, a vodit će se u skladu s Pravilima pomorske arbitraže navedenog Exchangea, kakova budu na snazi u času rješavanja, a odluka koju će izreći arbitri, imenovani od strane Exchange, bit će konačna i obavezna."

- II U slučaju kad se želi podnijeti što na rješavanje arbitraži Japan Shipping Exchange, Inc., u vezi s arbitražnom klauzulom sadržanom u kojem ugovoru, najprije se mora sklopiti slijedeći sporazum među strankama: -

"Ovim se stranke izričito sporazumijevaju da će arbitraža ugovorena u /članu/
/brodarskoga ugovora/
datirane dne _____ 19_____, biti arbitraža Japan Shipping Exchange, Inc., u Tokyu ili Kobeu, a bit će vodjena u smislu Pravila pomorske arbitraže navedenog Exchangea, kakova budu na snazi u času rješavanja, i da će odluka koju budu izrekli arbitri, imenovani od strane Exchangea, biti konačna i obavezna."

- III Ako ugovorne stranke žele imenovati svoje arbitre u cijelosti ili djelomično izvan Liste članova Arbitražne komisije Japan Shipping Exchange, Inc., sporazum o arbitraži treba sadržavati slijedeće riječi: -

"Stranke su sporazumne da svaka stranka ima pravo imenovati jednak broj arbitara sa i/ili izvan Liste članova Arbitražne komisije Japan Shipping Exchange, Inc."

The Maritime Arbitration Rules of the Japan

Shipping Exchange, Inc.

/As amended in November, 1964/

Section 1. There shall be set up in the Japan Shipping Exchange, Inc. /hereinafter referred to as "the Exchange"/ a Maritime Arbitration Commission, which shall perform arbitration, mediation, and other solution of any dispute relating to the ownership /including joint-ownership/ of a ship, an agreement of demise, charter or consignment of a ship, or any other maritime matter such as carriage of goods by sea, bills of lading, marine insurance, sale of a ship, building or repair of a ship, salvage, average, etc.

Section 2. If in accordance with an agreement between the parties to a dispute relating to a maritime matter an application in writing is made for its settlement by arbitration, the Exchange will accept the application.

Section 3. If the parties to a dispute have, by an arbitration agreement entered into between them or by an arbitration clause contained in any other agreement between them, stipulated to submit a matter to an arbitration under these Rules, these Rules shall be deemed to constitute part of such arbitration agreement or arbitration clause.

Section 4. /1/ Any person desiring to submit a matter to the arbitration of the Exchange shall file a written Application stating that the matter is submitted to arbitration under these Rules. The Application must be accompanied by a Statement of Claim.

/2/ An applicant who is a legal person must file a document showing the authority of its representative or a power of attorney empowering its agent to act on its behalf.

Section 5. The Application for Arbitration shall specify the names of the parties, their residences /or their trade names and business offices, if they are legal persons/, capacities of their representatives if they are legal persons, the place of arbitration, the title of the case, and the main points of controversy.

Section 6. /1/ The Statement of Claim shall specify the claim made by the applicant and the facts forming the cause of such claim, and shall be accompanied by material documentary evidence /original or copy/ supporting such facts.

Pravila pomorske arbitraže Japan

Shipping Exchange, Inc.

/S izmjenata u novembru 1964./

Član 1. Ustanovit će se unutar Japan Shipping Exchange, Inc., /u daljem tekstu "Exchange"/ Pomorska Arbitražna Komisija, koja će vršiti arbitraže, mirenja i ostala rješenja za bilo koji spor u vezi s vlasništvom /uključivši i suvlasništvo/ broda, ugovora o zakupu broda, bродarskог ugovora ili isporuke broda, ili bilo kojega drugog pomorskog predmeta kao: prijevoza stvari, teretnica, pomorskog osiguranja, kupoprodaje broda, gradnje ili popravka broda, spasavanja, zajedničkih avarija, itd.

Član 2. Ukoliko je u skladu sa sporazumom stranaka u sporu, koji se odnosi na pomorski predmet, učinjen pismeni prijedlog za provođenje arbitraže, tada će Exchange prihvati prijedlog.

Član 3. Ukoliko su stranke u sporu ugovorile na temelju sklopljenog sporazuma o arbitraži, ili na temelju arbitražne klauzule sadržane u bilo kojem drugom ugovoru, sklopljenom medju njima, a koji sadrži obvezu da se spor podnese na arbitražu na osnovi ovih Pravila, smatrat će se da ova Pravila sačinjavaju dio sporazuma o arbitraži ili arbitražne klauzule.

Član 4. /1/ Svaka osoba koja želi podnijeti predmet na arbitražu Exchangeu, podnjet će pismeni prijedlog, naznačujući da se predmet podnosi na arbitražu prema ovim Pravilima. Uz prijedlog treba priložiti tužbeni zahtjev.

/2/ Osoba, koja je pravna osoba, mora priložiti ispravu kojom dokazuje ovlašćenje svoga predstavnika, ili punomoć kojom ovlašćuje punomočnika da nastupa u njeni ime.

Član 5. Prijedlog za arbitražu sadržavat će imena stranaka, njihovu adresu /ili njihovo trgovacko ime i poslovne prostorije, ako su pravne osobe/ funkcije njihovih predstavnika, ako se radi o pravnim osobama, mjesto arbitraže, osnovu spora i glavne sporne tvrdnje.

Član 6. /1/ Tužbeni zahtjev sadržavat će predlagajući zahtjev i činjenice na kojima se osniva zahtjev, uz to će biti priložen dokazni dokumentarni materijal /originali ili kopije/ u dokaz tih činjenica.

/2/ After a Statement of Claim referred to in the preceding Sub-section has been filed, a varied or additional claim may only be made prior to the appointment of Arbitrators. Such a claim, however, may be made at any time if the consent of the Arbitrators and the other party to the dispute is obtained.

/3/ The Exchange may require the applicant to file the Statement of Claim in so many copies as may be needed for the proceedings.

Section 7. When a proper application for arbitration has been made by a party to a dispute, the Exchange shall forward to the other party the Application for Arbitration, the Statement of Claim, and other documents and shall instruct him to file within one month a Statement of his Case together with necessary evidence. The time limit of one month, however, may, if deemed necessary, be conveniently extended.

Section 8. /1/ The party who has received delivery of an Application for Arbitration, a Statement of Claim, and other documents may bring a counterclaim in the same matter. Whether such counterclaim should be handled together with the original claim shall be decided by the Arbitrators.

/2/ Application for arbitration of any counterclaim must be made in accordance with these Rules.

Section 9. The parties to a dispute must designate Tokyo as the place of arbitration, unless they by mutual consent choose Kobe instead.

Section 10. Documents relating to arbitration shall be sent by registered post to the residence or business office of each party, except in case where they are handed in exchange for a receipt. Each party, however, may specify a person authorized to receive documents on his behalf and a spot in the place of arbitration upon which he is authorized to do so.

Section 11. /1/ When both parties to a dispute are Japanese citizens, the Maritime Arbitration Commission (hereinafter referred to as "the Commission") shall appoint an odd number of Arbitrators from among such persons listed on the Panel of Members of the Maritime Arbitration Commission as have any concern neither with the parties nor in the subject of controversy. But a person or persons not on the Panel may be appointed an Arbitrator or Arbitrators, when such appointment is deemed particularly necessary.

/2/ Nakon što bude tužbeni zahtjev, spomenut u prednjem stavu, podnesen, promijenjeni ili dodatni zahtjev može se učiniti samo prije imenovanja arbitra. Takav zahtjev, međutim, može se učiniti u svako vrijeme, ako na to pristanu arbitri i protustranka.

/3/ Exchange može zahtijevati od predlagajuća da dostavi tužbeni zahtjev u toliko primjeraka koliko je potrebno za postupak.

Član 7. Nakon što je pravilno učinjen prijedlog za arbitražu od strane jedne stranke, Exchange će poslati protustranci prijedlog za arbitražu, tužbeni zahtjev i ostale isprave, i naložiti će joj da u roku od jednog mjeseca dostavi svoj odgovor zajedno s potrebnim dokazima. Vremenski rok od jednog mjeseca može se, ako se to smatra potrebnim, produžiti prema potrebi.

Član 8. /1/ Stranka koja je primila prijedlog za arbitražu, tužbeni zahtjev i ostale isprave, može postaviti u istoj stvari protuzužbeni zahtjev. Arbitri će odrediti da li će se protuzužbeni zahtjev rješavati zajedno s osnovnim zahtjevom.

/2/ Prijedlog za arbitražu o protuzužbenoj mora biti načinjen u skladu s ovim Pravilima.

Član 9. Stranke u sporu moraju naznačiti kao mjesto arbitraže Tokyo, u koliko sporazumno ne izaberu Kobe umjesto Tokya.

Član 10. Isprave koje se odnose na arbitražu dostavljati će se s preporučenim pismom na privatnu ili poslovnu adresu svake stranke, osim u slučaju ako su direktno predane uz potvrdu. Međutim svaka stranka može naznačiti jednu osobu ovlaštenu na primanje dokumenata i označiti jednu adresu u mjestu arbitraže gdje je ovlašteno primati dostave.

Član 11. /1/ Kad su u sporu obje stranke japski građani, Pomorska Arbitražna Komisija (u daljem tekstu "Komisija") imenovati će neparan broj arbitara između osoba navedenih u Listi članova Pomorske Arbitražne Komisije, koji nemaju nikakove veze niti sa strankama niti s predmetom spora. Međutim osoba ili osobe koje nisu navedene u Listi, mogu biti imenovane kao arbitar ili arbitri kad se smatra da je takovo imenovanje naročito potrebno.

/2/ After the appointment of Arbitrators the Commission may appoint an additional Arbitrator or additional Arbitrators if required by mutual consent of the Arbitrators.

Section 12. /1/ When one of the parties is not, or neither of them is, a Japanese citizen, the parties notwithstanding the provisions of the preceding Section, may each appoint an equal number of Arbitrators.

/2/ If in a written agreement between the parties there is a stipulation about the method of appointing Arbitrators, the parties may in accordance with that stipulation appoint to be Arbitrators such persons as they think fit.

/3/ When Arbitrators have been appointed according to the provisions of either of the preceding two Sub-Sections, the parties shall without delay file with the Exchange a notice of appointment accompanied by written acceptances of the office signed and sealed by the Arbitrators appointed. These Arbitrators, in performing the office of arbitration, shall be deemed to be Arbitrators appointed by the Commission.

Section 13. In the arbitration proceedings constituted according to the provisions of the preceding Section, a third arbitrator to preside over the proceeding shall be appointed by the Commission from among such persons on the Panel of Membres of the Commission /or persons not so empanelled, in case of particular need/ as have any concern neither with the parties nor in the subject of controversy.

Section 14. If a vacancy takes place in the Arbitrators through resignation or otherwise, it shall be filled according to the provisions of the preceding Sections.

Section 15. The parties may challenge an Arbitrator on the same grounds as a party to a civil action might challenge a Judge /Section 792 of the Civil Procedure Code/. If a party, knowing the existence of a cause of challenge against an Arbitrator, attends the hearing before that Arbitrator, he shall forfeit the right to challenge him; but if a cause of challenge arises after the commencement of the arbitration proceeding or if a party did not know the fact upon which he could have objected the Arbitrator, he shall not be prevented from making challenge.

Section 16. A motion for challenge shall be made to the Commission in writing showing cause.

Section 17. /1/ Challenges shall be tried and determined by the Commission.

/2/ Nakon imenovanja arbitra, Komisija može imenovati dodatnog arbitra ili dodatne arbitre, ako je to sporazumno zatraženo od strane arbitra.

Član 12. /1/ Kad jedna stranka, ili niti jedna stranka nije japanski gradjanin, stranke, umatoč propisa prethodnog člana, mogu svaka imenovati jednaki broj arbitara.

/2/ Ukoliko u pismenom sporazuju između stranaka postoji uglavak o načinu imenovanja arbitra, stranke mogu, u smislu uglavka, imenovati kao arbitre one osobe koje smatraju sposobnima.

/3/ Nakon što su arbitri bili imenovani na jedan od načina navedenih u prethodna dva stava, stranke će bez odlaganja dostaviti Exchange obavještenje o imenovanju, poprćeno pismenim prihvatom funkcije, potpisanim i provedenim pečatom imenovanih arbitara. Takovi arbitri, u vršenju funkcije arbitra, smatrati će se kao da su arbitri imenovani od strane Komisije.

Član 13. U arbitražnom postupku, koji se vodi prema odredbama prethodnog člana, Komisija će imenovati trećeg arbitra, da predsjedava u postupku - i to između takovih osoba na Listi članova Komisije /ili osoba koje nisu na Listi, u slučaju naročite potrebe/ - koji nema nikakve veze niti sa strankama, niti s predmetom spora.

Član 14. Ukoliko netko od arbitara otpadne zbog davanja ostavke ili zbog čega drugoga, ispravnjeno mjesto popunit će se prema propisima prednjih članova.

Član 15. Stranke imaju pravo tražiti izuzeće arbitra iz istih razloga iz kojih stranka u gradjanskom postupku može tražiti izuzeće suca /član 792 Zakona o parničnom postupku/. Ukoliko stranka, znaajući že postojanje jednog uzroka za izuzeće arbitra, prisustvuje raspravi pred tim arbitrom, gubi pravo da traži izuzeće; međutim ako uzrok za izuzeće iskrne nakon početka arbitražnog postupka, ili ako jedna stranka nije znala za činjenicu na osnovi koje bi mogla tražiti izuzeće arbitra, tada neće biti spriječena da traži izuzeće.

Član 16. Prijedlog za izuzeće mora se podnijeti Komisiji pismeno, navadjujući razloge.

Član 17. /1/ Komisija će rješavati i odlučivati o izuzeću.

/2/ A party challenging cannot appeal from a decision allowing challenge. From a decision dismissing challenge an immediate appeal may be made to the competent Court.

Section 18. /1/ The Arbitrators shall fix the date and place of hearing and give notice of them to the parties at least seven days prior to the day of hearing. But the notice may be given later in case where special reasons exist for delay.

/2/ The parties, if they find it necessary, may request a change of the date of hearing, in writing showing cause, so as to reach the Exchange at least three days prior to the originally fixed date. The request will be granted only for a cogent reason.

Section 19. The parties shall appear at the hearing at the appointed date either in person or by proxy.

Section 20. The Arbitrators, in order to examine the subject of controversy and elucidate relevant facts, may request voluntary appearance of witnesses and experts and examine them, and take evidence in any other way.

Section 21. The parties may, at any time before the conclusion of hearing, produce evidence, and with the consent of the Arbitrators call witnesses or experts.

Section 22. The Arbitrators shall question the parties whether any evidence, witness, or expert still remains to be called, and upon ascertaining that there is none, shall declare the conclusion of hearing. But the Arbitrators may, by their own discretion, or in compliance with either party's admissible request, allow further evidence to be taken or order the hearing to be re-opened, at any time before an award is given.

Section 23. When oral examination of the parties is impossible or there is a reasonable ground for dispensing with such examination, an award may be adjudicated solely on the documentary evidence produced by the parties.

Section 24. At any stage of the arbitration proceeding the Arbitrators may, with the consent of the parties, settle whole or part of the dispute by mediation.

Section 25. In any of the following cases the Arbitrators may without going into examination of the subject of controversy disallow or dismiss the application for arbitration or make such other decision as they deem fit:

1. When the arbitration agreement is not lawfully made, is void, or cancelled.

/2/ Stranka koja je stavila zahtjev za izuzeće nema pravo žalbe ako je izuzeće odlukom prihvaćeno. Protiv odluke kojom se odbija izuzeće može se odmah uložiti žalba na nadležni sud.

Član 18. /1/ Arbitri će odrediti dan i mjesto rasprave i obavijestiti o tome stranke najmanje sedam dana prije dana rasprave. Obavijest se može dati i kasnije, ako postoje naročiti razlozi za zakašnjenje.

/2/ U koliko stranke nadju za potrebno, mogu za tražiti izmjenu datuma rasprave pismenim podneskom naznačujući razloge, i to tako da podnesak stigne Komisiji najmanje tri dana prije određenog datuma. Zahtjevu će se udovoljiti samo iz osnovanog razloga.

Član 19. Stranke će pristupiti na raspravu odredjenog dana bilo osobno, bilo da pošalju zastupnika.

Član 20. Arbitri, sa svrhom da ispituju predmet spora i da objasne bitne činjenice, mogu zatražiti dobrovoljni dolazak svjedoka i vještaka i ispitivati ih, te vršiti provodjenje dokaza na bilo koji drugi način.

Član 21. Stranke mogu u toku rasprave, prije zaključenja iste, dati dokaze, a uz odobrenje arbitara pozivati svjedočke i vještake.

Član 22. Arbitri će zapitati stranke da li su ostali još kakovi dokazi, svjedoci ili vještaci koje bi trebalo ispitati, te nakon što utvrde da ih više nema, objavit će da je raspravljanje dovršeno. Medjutim arbitri mogu, prema vlastitoj ocjeni ili osnovi dopustivog zahtjeva bilo koje stranke, dozvoliti daljnje provodjenje dokaza ili odrediti da se rasprava prečvoriti, u svakom času sve dok odluka nije donesena.

Član 23. Kad je nemoguće izvršiti usmeno saslušanje stranaka, ili kad postoje razboriti razlozi da se odustane od takovog ispitivanja, može se donijeti odluka isključivo na temelju pismenih dokaza podnijetih od stranaka.

Član 24. U bilo kojem stadiju arbitražnog postupka arbitri mogu, uz suglasnost stranaka, riješiti cijeli spor, ili dio sporu, putem mirenja.

Član 25. U svakom od niže navedenih slučajeva arbitri mogu, bez ulaženja u ispitivanje predmeta spora, odbaciti ili odbiti prijedlog za arbitražu, ili donijeti takovu odluku kakvu smatraju ispravnom:

1. kad sporazum o arbitraži nije učinjen zakonito, kad je nepostojeći ili općovan;

2. When either of the parties is not lawfully represented or his agent has no authority to act on his behalf.
3. When both parties without cause fail to appear at the date set for hearing.
4. When both parties fail to comply with such directions or requirements of the Arbitrators as they consider necessary for a proper conduct of the arbitration proceeding.

Section 26. The Arbitrators shall within thirty days after the announcement of the conclusion of hearing adjudicate a final award. This time, however, may be extended if necessary.

Section 27. /1/ A final award, the disallowance or dismissal of an application for arbitration, or any finding, rule, or order of the Arbitrators must be made upon their deliberation and resolution.

/2/ The resolution referred to in the preceding Sub-section must be passed by a majority vote of the Arbitrators who took part in the arbitration proceeding, unless there is a stipulation to the contrary in the arbitration agreement.

Section 28. /1/ A final award must be reduced to writing and signed and sealed by all the Arbitrators who took part in the proceeding and the Chairman of the Commission /or a person authorized by him to sign and seal on his behalf/. The written award shall state the following: -

1. The names and addresses of the parties to the dispute and their representatives or agents.
2. The award.
3. The material facts and the main points at issue.
4. The grounds upon which the award is rendered.
5. The date on which the written award is prepared.
6. The costs of arbitration and a direction as to their payment.
7. The competent Court. /It should be the Tokyo District Court or the Kobe District Court, but another Court may be selected by mutual consent of the parties./

2. kad bilo koja od stranaka nije zakonito zastupana ili njezin punomoćnik nema ovlaštenja da nastupa za nju;
3. kad obje stranke bez razloga ne pristupe na raspravu na određeni dan;
4. kad obje stranke ne ispunе upute ili zahtjeve arbitra, a koje zahtjeve arbitri smatraju kao potrebne za pravilno vodjenje arbitražnog postupka.

Član 26. U roku od trideset dana, nakon objave zaključenja rasprave, arbitri će donijeti konačnu odluku. Taj se rok može međutim produžiti, ako je potrebno.

Član 27. /1/ Konačna odluka, odbacivanje ili odbijanje prijedloga za arbitražu, ili bilo koji zaključak, uputa ili nalog arbitra mora biti donesen nakon razmatranja i odlučivanja.

/2/ Odlučivanje spomenuto u prethodnom stavu mora biti doneseno većinom glasova arbitara koji su uzeli učešće u arbitražnom postupku, osim ako postoji uglavak u sporazumu o arbitraži o protivnom.

Član 28. /1/ Konačna odluka mora se donijeti pismeno, potpisati i opremiti pečatom svih arbitara koji su uzeli učešće u postupku, te predsjednika Komisije /ili osobe ovlaštene od njega da potpisuje i pečati u njegovo ime/. Pismena odluka će sadržavati slijedeće: -

1. imena i adrese stranaka u sporu, te njihovih predstavnika ili punomoćnika;
2. odluku;
3. činjenice i glavne sporne postavke predmeta;
4. razloge na temelju kojih je donesena odluka;
5. datum kad je pismena odluka pripremljena;
6. troškove arbitraže i nalog za njihovo plaćanje;
7. nadležni sud. /Treba biti Okružni sud u Tokyu, ili Okružni sud u Kobeu, ali može biti sporazumom stranaka i koji drugi sud/.

/2/ The written award shall as a rule be in the Japanese language, but according to the request of either party it may be made out in the English language in addition to the Japanese version, and both the Japanese and the English versions may be regarded as the original texts of the award. Should any conflict or variance arise in the interpretation of the award between the two versions, the Japanese version should be regarded as conclusive.

Section 29. If during the progress of the arbitration proceeding the parties settle out of the arbitration proceeding any part of the dispute, the terms of such settlement may, if required by the parties, be embodied in the award.

Section 30. Authentic copies of the award signed and sealed by the Arbitrators shall be served on the parties, and the original document of award shall be deposited with the Office of Clerks of the Court of competent jurisdiction in accordance with Sub-section 2 of Section 799 of the Civil Procedure Code.

Section 31. If any miscalculation, misprint, mistyping, miswriting, or any other apparent error is discovered on the face of the written award within a week after its service, the Arbitrators can rectify it.

Section 32. Only the parties to the dispute, but no other persons, will for a reasonable cause be permitted to inspect documents relating to the arbitration.

Section 33. /Amended in November, 1964/ The awards given by the Arbitrators may be published in the periodical, The Kaiun /The Shipping/, and other suitable papers issued by the Exchange, unless both parties beforehand communicate their objections.

Section 34. Documents submitted to the Exchange by the parties will not as a rule be returned. If any document is desired to be returned, it must be marked to that effect at the time of its submission, and a copy thereof must be attached to it.

Section 35. /Amended in November, 1964/ /1/ An applicant for arbitration shall within one week of the acceptance of the application pay to the Exchange an engagement fee of ¥ 50,000.

/2/ Each party shall deposit with the Exchange, for appropriation to the payment of the arbitration fee and ordinary expenses, a sum of money calculated according to the rates given below when the amount of his claim is designated, or

/2/ Pismena odluka bit će u pravilu na japanskom jeziku, ali prema zahtjevu bilo koje stranke može biti uz tekst na japanskom jeziku dodat i tekst na engleskom jeziku. Oba teksta, japanski i engleski, treba smatrati kao originalni tekst odluke. Ako se pojavi protuslovlje ili razlika u tumačenju odluke izmedju dva teksta, tada se japanski tekst mora smatrati kao mjerodavan.

Član 29. U koliko tokom arbitražnog postupka stranke sklope nagodbu van arbitražnog postupka za bilo koji dio spora, tada na zahtjev stranaka sadržaj takve nagodbe može biti inkorporiran u odluku.

Član 30. Izvorni otpravci odluke, potpisani i opremljeni pečatom arbitra, dostavit će se strankama, a original odluke deponirat će se kod Ureda službenika suda stvarne nadležnosti u smislu stava 2. člana 799. Zakona o parničnom postupku.

Član 31. Ukoliko se u roku od tjedan dana nakon dostave pismene odluke pronadje netočno izračunat iznos, greška u štampanju, tipkanju i pisanju, ili bilo koja druga očita greška, tada ju arbitri mogu ispraviti.

Član 32. Samo stranke u sporu, i nijedna druga osoba, dobit će, iz razumnih razloga, odobrenje da pregleđaju dokumente u vezi s arbitražom.

Član 33. /S izmjenama u novembru 1964/. Odluke donesene od arbitra mogu biti objavljene u periodiku The Kaiun /The Shipping/ i u drugim odgovarajućim publikacijama, koje izdaje Exchange, osim ako obje stranke unaprijed tome prigovore.

Član 34. Isprave koje se podnašaju Exchangeu od strane stranaka u pravilu se ne vraćaju. Ukoliko se želi da se pojedina isprava vrati, treba to na njoj označiti u času podnašanja, i tada treba priložiti prijepis.

Član 35. /S izmjenama u novembru 1964/. /1/ Predlagač arbitraže položit će iznos od ¥ 50.000.-, kao pristojbu za postupak, Exchangeu, u roku od jednog tjedna od prihvatanja prijedloga.

/2/ Svaka će stranka položiti kod Exchangea depozit za podmirenje plaćanja troškova arbitraže i uobičajenih troškova, i to: iznos izračunat prema dolje navedenoj tarifi kad je iznos zahtjeva naznačen, ili ¥ 100.000.- kad iznos

¥ 100,000 when the amount of his claim is not designated, within one week of his receipt of notice thereof.

When the amount of claim is ¥ 5,000,000 or less, the sum to be deposited is ¥ 50,000.

When the amount of claim exceeds ¥ 5,000,000, but does not exceed ¥ 20,000,000, the sum to be deposited is ¥ 50,000 for the first ¥ 5,000,000, and ¥ 10,000 for each additional ¥ 1,000,000.

When the amount of claim exceeds ¥ 20,000,000, but does not exceed ¥ 50,000,000, the sum to be deposited is ¥ 200,000 for the first ¥ 20,000,000, and ¥ 5,000 for each additional ¥ 1,000,000.

When the amount of claim exceeds ¥ 50,000,000, but does not exceed ¥ 100,000,000, the sum to be deposited is ¥ 350,000 for the first ¥ 50,000,000 and ¥ 2,500 for each additional ¥ 1,000,000.

When the amount of claim exceeds ¥ 100,000,000, the sum to be deposited is ¥ 475,000 for the first ¥ 100,000,000 and ¥ 1,000 for each additional ¥ 1,000,000.

/Table of the amounts of deposit is appended as the end of the Rules./

/3/ The engagement fee once paid shall not, and money deposited for appropriation to arbitration fee or other purposes shall after the first hearing not be returned for any reason.

Section 36. Expenses caused by the particular nature of the subject of controversy, and the expenses defrayed on account of calling witnesses or experts by the Arbitrators, shall, notwithstanding the provisions of the preceding Section, be equally apportioned between the parties to the dispute. The expenses in respect of witnesses or experts called by a party shall be borne by the party who called them.

Section 37. Payment or otherwise of a remuneration to the Arbitrators appointed by the Commission, its amount, and how it shall be disbursed shall be determined by consultation between the Chairman and the Deputy Chairman of the Commission taking into consideration the degree of difficulty of the subject of controversy and other circumstances.

Section 38. The formation of the Commission, the Panel of its Members, and the appointment of Arbitrators from

zahtjeva nije naznačen, sve to u roku od jednog tjedna od časa primitka obavijesti.

Kad je iznos zahtjeva ¥ 5,000.000.- ili manje, tada se deponira ¥ 50.000.-

Kad iznos zahtjeva prelazi ¥ 5,000.000.-, ali ne prelazi ¥ 20,000.000.-, tada se deponira ¥ 50.000.- za prvih ¥ 5,000.000.- i ¥ 10.000.- za svaki dodatni ¥ 1,000.000.-

Kad iznos zahtjeva prelazi ¥ 20,000.000.-, ali ne prelazi ¥ 50,000.000.-, tada se deponira ¥ 200.000.- za prvih ¥ 20,000.000.- i ¥ 5.000.- za svaki dodatni ¥ 1,000.000.-

Kad iznos zahtjeva prelazi ¥ 50,000.000.-, ali ne prelazi ¥ 100,000.000.-, tada se deponira ¥ 350.000.- za prvih ¥ 50,000.000.- i ¥ 2.500.- za svaki dodatni ¥ 1,000.000.-

Kad iznos zahtjeva prelazi ¥ 100,000.000.-, tada se deponira ¥ 475.000.- za prvih ¥ 100,000.000.- i ¥ 1.000.- za svaki dodatni ¥ 1,000.000.-

/Tabela iznosa depozita dodana je na kraju ovih Pravila./

/3/ Pristojba za postupak koji je jednom plaćen, kao i novac položen za depozit za plaćanje troškova arbitraže ili druge svrhe, neće se vratiti iz bilo kojeg razloga, nakon održane prve rasprave.

Član 36. Troškovi koji su prouzrokovani naročitom prirodom spora, i troškovi nastali zbog pozivanja svjedoka i vještaka od strane arbitara, bit će, bez obzira na prethodni član, jednako porazdijeljeni na stranke u sporu. Troškove u vezi sa svjedocima i vještacima, koje pozove pojedina stranka, snosit će stranka koja ih je pozvala.

Član 37. Plaćanje ili kakva druga naknada arbitrima koje je imenovala Komisija, iznos i kako će se taj iznos platiti, odredit će se nakon konzultacije predsjednika i potpredsjednika Komisije, uzimajući u obzir stupanj težine predmeta spora i ostale okolnosti.

Član 38. Formiranje Komisije, Liste članova i imenovanje arbitara izmedju osoba na Listi članova odredit

among the empanelled Members shall be provided for in the Rules of the Maritime Arbitration Commission.

Section 39. /1/ Any difference among the Arbitrators concerning the interpretation of these Rules shall be determined by a majority vote of the Arbitrators.

/2/ Failing the determination referred to in the preceding Sub-section, the Arbitrators may refer the matter to the Commission for final decision. Any doubt in the interpretation of these Rules may likewise be settled.

Section 40. Regulations necessary for putting these Rules into operation shall be separately made.

Supplementary Rules.

These Rules shall come into operation on the 13th September, 1962. Matters for which application for arbitration was made prior to the coming into force of these Rules shall be dealt with according to the former Rules governing Maritime Arbitration.

će se u Pravilima Pomorske Arbitražne Komisije.

Član 39. /1/ Bilo kakova razmimoilaženja između arbitara u vezi s tumačenjem ovih Pravila, riješit će se većinom glasova arbitara.

/2/ Ukoliko se ne postigne rješenje navedeno u prethodnom stavu, arbitri mogu podnijeti predmet Komisiji na konačnu odluku. Bilo kakova sumnja u pogledu tumačenja ovih Pravila može se riješiti na isti način.

Član 40. Propisi potrebni za provođenje ovih Pravila u život bit će posebno donijeti.

Dodatačna Pravila

Ova Pravila stupit će na snagu 13. septembra 1962. Sporovi za koje je već podnesen prijedlog za arbitražu prije stupanja na snagu ovih Pravila, vodit će se prema prijašnjim Pravilima za Pomorske Arbitraže.

Preveo B.I.