

/Translation from the Lithuanian language/

APPROVED:
by Decision of General Meeting
of members of the Lithuanian Court
of Arbitration
on December 31, 2012
(Minutes No. 2)

**CODE OF PROCEDURE
OF LITHUANIAN COURT OF ARBITRATION**

**SECTION I
GENERAL PROVISIONS**

Article 1. Legal nature and scope of application of the Code of Procedure of Lithuanian Court of Arbitration

1. Code of Procedure of Lithuanian Court of Arbitration (hereinafter referred to as the Code), by its content and legal form complying with the regulations of arbitral procedure defined in the Law on Commercial Arbitration of the Republic of Lithuania, has been prepared and approved by the permanent arbitration authority Lithuanian Court of Arbitration, based on provisions of the Law on Commercial Arbitration of the Republic of Lithuania (hereinafter referred to as the Law). The Code shall be applicable to the examining and settling of disputes by arbitration arranged and administered by Lithuanian Court of Arbitration, and where the parties agree in writing in other cases.
2. According to the present Code, disputes arising from both contractual and non-contractual legal relations shall be heard and settled with the exception of disputes that cannot be transferred to settle by arbitration according to the legislation.
3. The Code shall be applied for dispute resolution by both national and international arbitration, if the parties agreed in writing to submit the dispute for organisation and managing to the Lithuanian Court of Arbitration or the dispute by the parties' written agreement shall be resolved by arbitration following the present Code.
4. Where hearing of a dispute is arranged and administered by Lithuanian Court of Arbitration the parties to a dispute by written agreement may depart from certain provisions of the Code, with the exception of provisions on arbitration fees to the extent compatible with the imperatives of the legislation governing the arbitration proceedings.
5. The present Code shall be deemed a part of an arbitration agreement and applied to the extent compatible with the imperatives of the legislation governing the arbitration procedure.
6. When the parties agree to solve the dispute following the Code, laikoma, kad ginčo sprendimas bus administruojamas Lithuanian Court of Arbitration.
7. Issues relating to the arbitration procedure which are not regulated or not sufficiently regulated by the applicable arbitration law, the Code, or the arbitration agreement shall be resolved by the Arbitral Tribunal or the Chairperson of Lithuanian Court of Arbitration, where the Tribunal has not yet been

formed, in accordance with the principles of justice, reasonableness, good faith and other general principles of law. This Code shall be interpreted to ensure the maximum compliance of the arbitration procedure taking place according to this Code with the arbitration principles.

8. The official language of Lithuanian Court of Arbitration shall be the Lithuanian language. Lithuanian Court of Arbitration shall only accept documents prepared in the Lithuanian language unless the Chairperson of Lithuanian Court of Arbitration, parties' agreement or arbitral tribunal decides otherwise.

Article 2. Definitions

1. The definitions used in the present Code conform to the definitions used in the Law.

2. Commercial Arbitration means a mode of resolving a commercial dispute where natural persons or legal entities agree to refer or undertake to refer their dispute not to the court, but to the arbitrator (arbitrators) appointed by their agreement or according to the procedure established by this Code who make the arbitral award which is binding upon the parties to the dispute.

3. Lithuanian Court of Arbitration means the permanent arbitration institution, i.e. public legal entity permanently organising and administering arbitration.

4. Chairperson of Lithuanian Court of Arbitration means natural person, appointed in accordance with the procedure set out in the statute of Lithuanian Court of Arbitration and responsible for managing and administering the activity of Lithuanian Court of Arbitration as well as perform other functions assigned to him by the Law and the present Code.

5. Arbitral Tribunal means the arbitrator or panel of arbitrators, handling the arbitration case.

6. Arbitrator means a natural person appointed by the party to a dispute or by agreement of the parties or in the manner prescribed by the Code, to resolve a dispute.

7. Arbitral examination means commercial arbitration procedure from the commencement of examination of the dispute in arbitration until the day of coming into effect of the arbitral award or ruling closing the case without making an award on its merits.

8. Dispute means any controversy between the parties over issues of fact and/or law arising out of contractual or non-contractual legal relationships.

Article 3. Principles of Arbitration Procedure

1. The Arbitral Tribunal, Lithuanian Court of Arbitration and Chairperson thereof shall be independent while resolving the issues regulated in the present Code.

2. Courts may not interfere with the activity of the Arbitral Tribunal, Lithuanian Court of Arbitration and chairperson thereof, except for cases stipulated in the arbitration legislation.

3. Arbitration procedure shall be confidential.

4. Parties to arbitration shall enjoy equal procedural rights.

5. The parties to arbitration shall have the right to dispose of their rights freely.

6. The arbitration procedure shall take place in compliance with the principle of autonomy of the parties, adversarial principle, and principles of economy, cooperation and expedition.

7. Dispute resolution by arbitration following the present Code shall be based on promptitude principle, i.e. Lithuanian Court of Arbitration, Arbitral Tribunal, parties to a dispute shall perform all actions related to resolution of the dispute as fast as possible.

Article 4. Forwarding of notifications and documents

1. Unless the parties have agreed otherwise, it shall be deemed that any written notification has been received within 5 days (or 8 days if sent outside the Republic of Lithuania) after its dispatching by registered mail to the addressee's office, place of residence or to the postal address indicated by the party to Lithuanian Court of Arbitration, in the absence thereof – to the address obtained from the Register of Legal Entities.

2. Provision of paragraph 1 hereof regarding the moment written notification deemed received, shall not be applied to an arbitration notice of Lithuanian Court of Arbitration or request for issuing an order of Arbitral Tribunal. Such documents shall be sent by registered mail and shall be deemed received on the day when provider of postal services records the fact of delivery to the addressee in its documents (publicly accessible or disclosed on demand).

3. Statement, documents and other information transferred by electronic communications terminal equipment and which authenticity is proved by electronic signature following the procedure provided for in the legislation shall be treated as written. Such notifications to the parties shall be sent to the e-mail addresses specified by Lithuanian Court of Arbitration; where not specified, to the e-mail address of a party indicated in the Register of Legal Entities. Statement, documents and other information which authenticity is proved by electronic signature shall be sent to Lithuanian Court of Arbitration by e-mail to the following address: procesiniai.dokumentai@arbitrazoteismas.lt . Messages sent this way shall be deemed received the next business day after they have been forwarded to the proper address.

4. All statements, documents or other information presented by one party to Lithuanian Court of Arbitration and Arbitral Tribunal shall be transferred to the other party. Parties shall also be provided with all conclusions of experts or other documents of probative value, that Arbitral Tribunal may rely on while making an award.

5. Written communication between parties and Arbitral Tribunal during arbitral examination shall be executed through Lithuanian Court of Arbitration.

6. Along with original documents provided to the Lithuania Court of Arbitration and Arbitral Tribunal, the party shall submit copies thereof proved by the chief executive officer, or his authorized representative (where a party is an individual – by its own) signature enough for another party and the hearing arbitrator (or one for each arbitrator, where the parties have agreed to hear the case by three arbitrator panel). If the party fails to deposit copies of the original documents or submits not enough quantity, copying of documents and certification shall be arranged by the Lithuanian Court of Arbitration at fees, approved by the chairperson of the Lithuanian Court of Arbitration and related costs shall be included in the compensational fee.

7. Where party/parties are represented by representatives, Lithuanian Court of Arbitration shall forward all written statements related to the examination of the dispute to the representatives. In such a case, the documents shall not be forwarded to the parties directly.

Article 5. Terms

1. When calculating the terms following the present Code, the term shall be deemed started on the day following the day when the message, notification, invitation or proposal is deemed received. If the last day of a procedural term coincides with a holiday or a non-business day established in the addressee's country, the period shall be extended until the end of the first business day that follows.
2. Lithuanian Court of Arbitration or Arbitral Tribunal, when arbitral proceedings have commenced already, at any party request or on its own initiative may postpone the terms specified in the present Code for certain actions of parties in the event, when it is inevitable due to objective circumstances in certain case.

Article 6. Third party declaring individual claims in arbitral proceedings

1. The third parties, that declared individual claims with regard to the subject of the dispute, when they are binded by arbitral agreement, shall have the right to apply to the Arbitral Tribunal for permission to join the procedure.
2. The third parties, that declared individual claims, when they are binded by arbitral agreement, shall have all rights and obligations of the claimant.
3. Arbitral Tribunal shall rule upon third parties declaring individual claims joining the case.

Article 7. Third party not declaring individual claims in arbitral proceedings

1. The third parties, that have not declared individual claims with regard to the subject of the dispute, when they are binded by arbitral agreement, may join the procedure by initiative of the party.
2. The third parties, that that have not declared individual claims, when they are binded by arbitral agreement, shall have all rights and obligations of the procedural party except for the right to amend ground and subject of the claim, increase or decrease amount of claim, withdraw the claim, plead no defence or conclude amicable settlement agreement.
3. Arbitral Tribunal shall rule upon third parties that have not declared individual claims joining the case.

Article 8. Representation in arbitration

1. The parties may plead the case themselves or through representatives.
2. Where a party to a dispute is legal entity, it shall be represented by its head or persons referred to in paragraph 3 herein.
3. A party in arbitration may be represented by the following persons:
 - 1) Attorneys and their assistants;
 - 2) Other persons authorized by the party.
4. The party, having designated its representative shall provide Lithuanian Court of Arbitration and Arbitral Tribunal, where it is alsredy formed, a written information regarding its representative's full name and address, telephone and fax numbers as well as e-mail address.

5. The representative is bound to prove his power-of-attorney to Lithuanian Court of Arbitration by presenting documents provided for in the legislation of the Republic of Lithuania.

6. Unless parties agree in written otherwise, where a party changes representative thereof during arbitration proceedings, examination of the case shall be proceeded.

II SECTION

ARBITRATION AGREEMENT

Article 9. Arbitration Agreement Form

1. An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate contract concluded by the parties.

2. The arbitration agreement shall be concluded in writing and shall be considered to be valid if:

1) concluded as a joint document signed by the parties; or

2) concluded in an exchange by the parties of letters (which may be sent by electronic communications terminal equipment, provided that the integrity and authenticity of the information being transmitted is ensured) or other documents recording the fact of conclusion of such agreement; or

3) concluded through electronic communications terminal equipment, provided that the integrity and authenticity of the information being transmitted is ensured and the information contained therein can be accessed for further use; or

4) the parties exchange a claim and defence where one of the parties asserts, while the other party does not deny, that they have concluded the arbitration agreement; or

5) there is other written evidence to the effect that the parties have concluded or recognise the arbitration agreement.

3. The reference in a contract concluded by the parties to a document containing an arbitration clause shall constitute an arbitration agreement, provided that the contract or the document meets the requirements of form established in paragraph 2 of this article.

Article 10. Arbitration clause

1. Parties negotiating upon dispute resolution following the procedure specified in the present Code when an examination of a dispute is transferred to organise and administer to the Lithuanian Court of Arbitration, may use the following model arbitration clause:

„Any dispute, controversy or claim arising out of or relating to this contract, its breach, termination or validity, shall be finally settled by arbitration in the Lithuanian Court of Arbitration (enterprise code 302473236) in accordance with its Code of Procedure which shall be recognised as an integral part of arbitral agreement“.

2. Parties may also agree upon the number of arbitrators in Arbitral Tribunal, place of arbitral examination, language of arbitral examination and other matters referred to arbitral proceedings, to the extent compatible with the imperatives of the legislation.

III SECTION

COSTS OF ARBITRATION

Article 11. General Provisions concerning costs of arbitration

1. All amounts due following the present Code shall be paid to the bank account of the Lithuanian Court of Arbitration. All amounts due following the present Code shall be deemed properly paid when they have been credited to the bank account of the Lithuanian Court of Arbitration.
2. Unless parties agree otherwise, the Lithuanian Court of Arbitration may upon request of one party authorise another party guilty for unduly delay of arbitration process to cover costs appeared due to such delay.

Article 12. Costs of Arbitration

1. Arbitration costs shall include:

- 1) registration fee;
- 2) arbitration administration fee the arbitrators' fees (administration fee)
- 3) Lithuanian Court of Arbitration and arbitral tribunal costs (compensation fee).

Article 13. Payment of costs of arbitration

3. 1. The Claimant, upon the submission of his claim to the Lithuanian Court of Arbitration, shall pay a nonrefundable registration fee specified in Annex 1 hereto. which is intended to cover expenses related to preparational actions for arbitral examination, and administrative and arbitral fee calculated depending on the amount in dispute and number of hearing arbitrators following provisions of Annex 1 hereto. The Lithuanian Court of Arbitration shall take next steps of arbitral proceedings exceptionally after the claimant properly pays all fees named herein.
2. Provisions of paragraph 1 hereof shall also be applied *mutatis mutandis* to the counterclaim.
3. Costs of the Lithuanian Court of Arbitration and the Arbitral Tribunal (compensation fee), including among other things travel expenses of the arbitrator, costs associated with the services of an interpreter, expert fees, costs associated with the invitation of the witness to the tribunal sitting, recording the sitting shall be covered by the party appointed an arbitrator (arbitrators) or at the request of which the costs incurred, in advance and no later than 5 business days from the receipt of amounts. Amount of the costs of the Lithuanian Court of Arbitration and the Arbitral Tribunal shall be determined by the chairperson of the Lithuanian Court of Arbitration, having regard to the particular circumstances of the case and the parties' requests (Place of Arbitration, the language, the need to call witnesses, experts, and others). The chairperson of the Lithuanian Court of Arbitration shall immediately notify the parties of its decision on the pre-paid costs of the Lithuanian Court of Arbitration and the Arbitral Tribunal. Where the aforementioned costs are actually less than the amount paid, the difference shall be returned to the paying party or parties not later than 30 days after the arbitral award. The difference less than or the same as the bank transfer fee shall not be refundable.
4. Should one of the parties fail to pay its part of arbitration fee or costs, the other party may pay it.

5. Upon a reasoned request, the Chairperson of the Lithuanian Court of Arbitration may partially reduce the costs of the arbitration and / or delay the payment thereof.

Article 14. Consequences of failure to pay arbitration costs

1. The chairperson of the Lithuanian Court of Arbitration shall transfer the case to the Arbitral Tribunal after the claimant properly pays the registration fee, arbitration administration and arbitrator fees.

2. If the defendant within the period specified by the chairperson of the Lithuanian Court of Arbitration does not pay the proper registration and administrative fees, the Chairman of the Arbitration Court of Lithuania has the right to take the decision to refuse the transfer of the claim to the Arbitration Court.

3. If the parties within 5 business days from the date of the direction of the chairperson of the Lithuanian Court of Arbitration have not paid the costs of the Lithuania Court of Arbitration and the Arbitral Tribunal, the Arbitral Tribunal may decide to refuse to examine the claim (counter-claim).

Article 15. Recalculation of arbitration costs

In case at any stage of the arbitration process, amount of claim or arbitration costs increase, the party which has increased the claim or caused additional costs, shall be obliged to pay additional amounts by the due date as directed by the Chairperson of the Lithuanian Court of Arbitration.

Article 16. Return and award of arbitration costs

1. In the event of termination of the arbitration proceedings in accordance with the paragraphs 2 and 4 of Article 63 of this Code, the following procedures shall be applied for return of the fee for administration and arbitrator to the party paid thereof:

1) 75 percent of the amount paid where the arbitration procedure is terminated before the transfer of the case to the Arbitral Tribunal;

2) 30 percent of the amount paid where the arbitration procedure is terminated after the transfer of the case to the Arbitral Tribunal.

2. Where in the manner prescribed by this Code after the award on the merits, the termination of the arbitral proceedings or reject the claim remains unused amounts of the fee paid by the parties to cover the costs of the Lithuanian Court of Arbitration and the Arbitral Tribunal, the balance shall be repaid to the party or parties that have paid the fee.

3. Unless parties agree otherwise, the party in whose favor the award was made shall be awarded the costs of arbitration from the other party. In the case of partial satisfaction of the claim, the costs of arbitration shall be allocated among the parties in proportion to the satisfied and rejected claims. Where the case is finished by the amicable settlement agreement, the costs of arbitration shall be allocated in proportion to the satisfied and rejected claims unless the parties specify otherwise in the settlement agreement. The Arbitral Tribunal shall take the decision on the allocation of the amount of the arbitration fee.

IV SECTION PREPARATIONAL ACTIONS OF ARBITRATION

Article 17. Filing of Claim

1. A party initiates an arbitration procedure by filing a claim to the Lithuanian Court of Arbitration and paying the registration and administration fees.

2. The claim shall include the following:

1) full names of the parties, enterprise numbers or personal codes, contact details (addresses, telephone, fax numbers, e-mail addresses);

2) the amount of the claim;

3) circumstances justifying the claim (factual grounds of the claim);

3) The evidence proving the specified circumstances;

4) The Claimant's claims (subject of the claim);

6) the references to the arbitral agreement and the contract subject to the dispute;

7) proposed number of arbitrators, place and language of arbitration (unless specified in the arbitration agreement), candidate (candidates) the claimant recommend to appoint and their address, telephone, fax and e-mail. The claimant has the right to specify that the chairperson of the Lithuanian Court of Arbitration at its discretion shall appoint an arbitrator (arbitrators) from their side from the list of recommended arbitrators.

8) where the claimant conducts the case through a representative, full name, address, telephone and fax numbers and e-mail address of the representative shall be indicated.

3. The claim shall be accompanied by the following documents:

1) the arbitration agreement and (or) the contract regulating relations subject to the dispute, or properly approved copies thereof;

2) all documents and other written evidence justifying the claim;

3) a written consent of the candidate (candidates) to the arbitrator to arbitrate the certain case;

4) an evidence showing the payment of registration and administration fees.

4. The claim and accompanying documents as well as all other documents related to the procedure shall be presented to the Lithuanian Court of Arbitration in the Lithuanian language pursuant to the procedure specified in Article 3 of the present Code.

5. In the event the claim does not satisfy to the requirements specified in paragraphs 2 and 3 herein and (or) the registration and/or the administration fees are not paid or paid improperly, unless otherwise agreed by the parties in written, the chairperson of the Lithuanian Court of Arbitration shall set designate a reasonable time to address deficiencies.

6. Should the deficiencies related to items 1,2 and 6 of paragraph 2 and items 1, 3 and 4 of paragraph 3 hereof be not addressed within the specified term, the chairperson of the Lithuanian Court of Arbitration may take the decision not to transfer the case to the Arbitral Tribunal, unless otherwise agreed by the parties.

Article 18. Arbitration notice

1. After the Lithuanian Court of Arbitration receives the claim conforming to the requirements of items 1, 2, 6 of paragraph 2 and items 1, 3 and 4 of paragraph 3 of Article 17 hereof pursuant to the procedure specified in the present Code, the chairperson of the Lithuanian Court of Arbitration shall forward arbitration notice to the respondent, specifying the term for the respondent to notify the Lithuanian Court of Arbitration about the preferred number of arbitrators, place and language of arbitration (unless it is agreed in the arbitration agreement), information on whether the claimant's proposed candidate to arbitrator (where the parties have agreed in advance that the case should be examined by sole arbitrator) is acceptable, proposed candidate to arbitrator (arbitrators) (where the parties have agreed in advance that the case should be examined by three arbitrators).

2. Where the respondent disagrees with the arbitrator candidate from the claimant's side (if the parties have agreed in written to solve the case by the sole arbitrator or the respondent does not object the claimant's proposal in the claim to solve the dispute by the sole arbitrator), together with the reply to the arbitration notice from the Lithuanian Court of Arbitration the respondent shall submit the written consent of the arbitrator from his side to be the arbitrator in certain case. The responder shall have the right to specify that the arbitrator from his side shall be appointed by the chairperson of the Lithuanian Court of Arbitration at his own discretion out of the list of recommended arbitrators.

3. Where the parties have agreed in written the dispute to be solved by three arbitrators or the respondent does not object the claimant's proposal in the claim to solve the dispute by three arbitrators, together with the reply to the arbitration notice from the Lithuanian Court of Arbitration the respondent shall submit the written consent of the arbitrator from his side to be the arbitrator in certain case. The responder shall have the right to specify that the arbitrator from his side shall be appointed by the chairperson of the Lithuanian Court of Arbitration at his own discretion out of the list of recommended arbitrators.

V SECTION COMPOSITION OF THE ARBITRAL TRIBUNAL

Article 19. Number of arbitrators

The parties may at their discretion determine the number of arbitrators in writing. The number of arbitrators shall be uneven. An arbitral award made by an arbitral tribunal consisting of an even number of arbitrators shall not render such an award invalid. Failing such determination, one arbitrator shall be appointed.

Article 20. Procedural provisions of appointment of arbitrators

1. Before being appointed by the chairperson of the Lithuanian Court of Arbitration the candidate to arbitrator proposed by the parties shall submit a written consent to act as arbitrator in certain case and sign an arbitration services contract as well as statements of impartiality and independence in the certain case byloje deklaraciją.

2. When the chairperson of the Lithuanian Court of Arbitration appoints arbitrators where the parties agreed in writing to transfer the dispute to the panel of three arbitrators, the arbitrators shall elect a chairperson of the Arbitral Tribunal within 3 business days and notify the chairperson of the Lithuanian Court of Arbitration. Should the arbitrators fail to elect the chairperson within the mentioned period, the chairperson of the Lithuanian Court of Arbitration shall appoint the chairperson for the Arbitral Tribunal.

Article 21. Appointment of arbitrators

1. The parties may agree regarding the procedure for appointment of an arbitrator or arbitrators in compliance with the requirements of paragraphs 5 and 6 of this article.
2. Any legally capable natural person may be appointed an arbitrator, unless the parties agree otherwise.
3. Unless the parties agree otherwise, then:
 - 1) where the arbitral tribunal is to consist of three arbitrators, each of the parties shall appoint one arbitrator, and these two arbitrators shall appoint the third arbitrator – the chairman of the arbitral tribunal;
 - 2) where the arbitral tribunal is to consist of one arbitrator and the parties cannot agree regarding such appointment, the chairman of the permanent arbitral institution shall appoint an arbitrator at the request of any of the parties;
 - 3) where the claimant stating its claim fails to appoint an arbitrator within 10 days following the day of stating the claim, the chairman of the permanent arbitral institution shall appoint an arbitrator within 10 days following the expiration of the term for the claimant to appoint an arbitrator;
 - 4) where the respondent fails to appoint an arbitrator within 10 days following the day of receipt of the claim, the chairman of the permanent arbitral institution shall appoint an arbitrator within 10 days following the expiration of the term for the respondent to appoint an arbitrator;
 - 5) where the arbitrators appointed by the parties fail to agree on the appointment of the third arbitrator within 10 days following their appointment, the chairman of the permanent arbitral institution shall appoint this arbitrator within 10 days following the expiration of the term for the arbitrators to appoint the third arbitrator.
4. If upon agreement by the parties regarding the procedure for appointment of arbitrators, one of the parties fails to comply with this agreement, the arbitral tribunal shall be composed according to the procedure established in paragraph 3 of this article.
5. Where two or more claimants are involved in arbitration (procedural cooperation), while submitting their claim to the arbitral tribunal co-claimants shall present a written agreement regarding appointment of a joint arbitrator. If while submitting their claim the co-claimants have failed to present a written agreement regarding appointment of a joint arbitrator to the arbitral tribunal, the co-claimants shall present such agreement to the arbitral tribunal within 20 days following the day of submitting the claim to the arbitral tribunal. Should the co-claimants fail to appoint an arbitrator within this term, the chairman of Lithuanian Court of Arbitration shall appoint an arbitrator out of the list of recommended arbitrators within 20 days following the expiration of the above term.
6. Where two or more respondents are involved in arbitration (procedural cooperation), the co-respondents shall present a written agreement regarding appointment of a joint arbitrator. The written agreement shall be presented to the arbitral tribunal within 20 days following the day of receipt of a request of the claimant or the co-claimants to appoint an arbitrator. Should the co-respondents fail to appoint an arbitrator within this term, the chairperson of Lithuanian Court of Arbitration shall appoint an arbitrator out of the list of recommended arbitrators within 20 days following the expiration of the above term.
7. While appointing an arbitrator (arbitrators), the chairperson of Lithuanian Court of Arbitration shall take into consideration the essence of the dispute, the requirements for the arbitrator as agreed by the

parties, as well as the circumstances ensuring the independence and impartiality of the arbitrator (arbitrators).

8. The party proposing an arbitrator candidate shall immediately notify the Lithuanian Court of Arbitration thereabout indicating the candidate's name in full, address, telephone and fax numbers, e-mail and citizenship. The chairperson of the Lithuanian Court of Arbitration having appointed the arbitrator shall immediately notify the parties thereabout indicating the arbitrator's name in full and qualifications.

9. The Lithuanian Court of Arbitration in cases stipulated in items 2, 3, 4 and of paragraph 3 hereof shall appoint an arbitrator as fast as possible. When the chairperson of the Lithuanian Court of Arbitration appoints the arbitrator, the parties shall immediately be informed thereabout indicating the arbitrator's (arbitrators') name (names) in full and qualifications.

10. Decisions made by the chairman of Lithuanian Court of Arbitration, falling within his competence in the cases stipulated in this article, shall be final and not subject to appeal.

11. In all cases where a party provides the Lithuanian Court of Arbitration with candidates to arbitrator (arbitrators) along with the information about the candidate (candidates) offered, the written consent of a person willing to act as an arbitrator shall be required.

Article 22. Commencement of arbitral tribunal functioning

1. The Arbitral Tribunal shall be deemed composed when all arbitrators specified in parties' agreement are appointed by the chairperson of the Lithuanian Court of Arbitration.

2. After the decision upon the composition of the Arbitral Tribunal has been taken, the chairperson of the Lithuanian Court of Arbitration shall immediately transfer the claim filed by the claimant together with documents submitted by the respondent as well as other materials of the case to the composed Arbitral Tribunal.

3. Having received the case file the Arbitral Tribunal shall solve the matters upon admissibility of the claim and institution of proceedings as well as perform further examination of the case.

Article 23. Assurance of arbitrator's impartiality and independence

1. The person appointed as an arbitrator shall be impartial and independent as well as not to represent the party that appointed him.

2. Every arbitrator appointed following the order set in the present Code prior to examination of the case shall sign declaration on the impartiality and independence of the particular case.

3. Where a person is approached by the Lithuanian Court of Arbitration in connection with his possible appointment as an arbitrator, within 5 days he shall disclose to the Lithuanian Court of Arbitration any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. An arbitrator, from the time of his appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances unless did it before or where the circumstances appeared after his appointment or during arbitral proceedings. The Lithuanian Court of Arbitration shall immediately transfer a notification about circumstances likely to give rise to justifiable doubts as to arbitrator impartiality or independence received from the arbitrator to other parties.

Article 24. Grounds for arbitrator challenge

1. An arbitrator may be challenged only where there are the following reasonable doubts as to his independence or impartiality:

- 1) Arbitrator is associated by hierarchical relationships or otherwise dependent on one party;
- 2) is a relative to a party;
- 3) is directly or indirectly interested in case result in favour of one party;
- 4) participated in advance mediation procedure;
- 5) there are other circumstances that rise reasonable doubts as to his impartiality.

2. An arbitrator may be also challenged when he has no qualification as agreed by the parties.

3. A party may notify the arbitrator appointed by it or together with the other party about the challenge only for circumstances of which the party becomes aware after the appointment has been made.

Article 25. Procedure for arbitrator challenge

1. Unless the parties agree in writing otherwise, a party intending to challenge the arbitrator shall notify the arbitral tribunal in writing on the reasons for challenging within 5 days after it has become aware of the composition of the arbitral tribunal or the circumstances indicated in Paragraphs 1 and 2 of Article 24 of hereof. Unless the arbitrator subject to challenge resigns from his office or the other party agrees to the challenge, the remaining arbitrators of the arbitral tribunal shall decide this issue of challenging the arbitrator. If the arbitral tribunal consists of one arbitrator or all arbitrators of the arbitral tribunal are challenged, or the remaining arbitrators do not decide upon challenging the arbitrator within 5 days, the chairperson of Lithuanian Court of Arbitration shall decide on the issue of challenge of the arbitrator (arbitrators).

2. If the challenge is rejected according to the procedure established in paragraph 1 of this article, the challenging party may, within 20 days after having received the notice on rejection of the challenge, request Vilnius District Court to make a ruling on challenging the arbitrator. The ruling made by Vilnius District Court on this matter shall be final and not subject to appeal. While the party's request regarding challenging the arbitrator is being considered by Vilnius District Court, the arbitral tribunal, including the arbitrator subject to challenge, may, but not must, stop the arbitral examination until Vilnius District Court ruling.

Article 26. Termination of arbitrator's mandate

If an arbitrator becomes *de jure* or *de facto* unable to perform his functions or delays performing his functions without any valid reasons, he shall resign his office. The arbitrator's mandate shall terminate if he resigns or the parties agree on his removal from the office. If the arbitrator fails to perform his duty to resign or the parties fail to agree on his removal from office, any of the parties may apply to the chairman of Lithuanian Court of Arbitration regarding resolution of the respective issue. In such case, the decision of the chairman of Lithuanian Court of Arbitration shall be final and not subject to appeal.

2. Termination of the arbitrator's mandate shall not constitute recognition of any of the grounds stipulated in this article or Article 22.

Article 27. Substituting an arbitrator

1. Where the mandate of an arbitrator terminates according to Articles 23 or 24 hereof or the arbitrator resigns from office due to other reasons or the arbitrator's mandate terminates on other grounds, a substitute arbitrator shall be appointed according to the same procedure that was applicable to the appointment of the arbitrator whose mandate terminated.

2. Upon appointment of a substitute arbitrator, unless the parties agree otherwise in the event the case is subject to hearing by one arbitrator, it shall be reheard; if the case is heard by more than one arbitrator, the hearing shall proceed.

VI SECTION

ARBITRAL EXAMINATIONS

Article 28. Commencement of arbitral proceedings

Unless the parties agree otherwise, the arbitral examination shall be deemed to have been commenced on the day on which Lithuanian Court of Arbitration passed the case materials to an Arbitral Tribunal.

Article 29. Statement of defence

1. After the commencement of the arbitral examination, Arbitral Tribunal, unless the parties agree otherwise, shall determine the term for the respondent to submit its statement of defence indicating the circumstances and evidences justifying his objection to the claim.

2. Statement of defence shall be forwarded to the Arbitral Tribunal through Lithuanian Court of Arbitration.

3. Statement of defence shall contain:

1) whether the respondent agree with the claim;

2) reasons for unagreement;

3) evidences, justifying reasons for unagreement;

4) when the respondent proceeds through a representatives, name, surname, address, telephone, fax and e-mail of the claimant;

4. The statement of defence shall be accompanied by all documents and other written evidence justifying respondent's defence as well as include reference to other evidence.

5. The statement of defence and accompanying documents shall be submitted to the Arbitral Tribunal in the language agreed to use during the arbitration.

6. The Arbitral Tribunal shall have the right to refuse to admit the evidence and reasoning which could have been presented in the statement of defence and later presentation of which will delay the arbitral examination.

7. Where the respondent, without good reason, within the prescribed period, fails to submit the statement of defence, this does not preclude further examination of the case by arbitration. Failure to submit the statement of defence shall not be considered the claim recognition.

Article 30. Counterclaim

1. The Respondent may raise a counterclaim together with the statement of defence or instead thereof to be examined together with the claim. Later filing of counterclaim is possible only in the event the necessity of such counterclaim arised later or there if another party's consent, or the Arbitral Tribunal considers it will not delay the examination of the case.
2. Arbitral Tribunal shall admit a counterclaim provided that:
 - 1) counterclaim is intended to include the original claim;
 - 2) satisfaction of counterclaim will prevent satisfaction of the original claim in full or in part;
 - 3) counterclaim and the original claim are interconnected, joint examination will help faster and fairly examination of the dispute.
3. Provisions of the Code regarding a Statement of claim *mutatis mutandis* apply to a Statement of Defence.

Article 31. Amendments to statements of claim and defence

1. Unless the Parties decide otherwise, during the course of the arbitral proceedings, a party may amend or supplement its statement of claim or defence, unless the arbitral tribunal considers it inappropriate to allow such amendment or supplement having regard to the delay in making it.
2. Should a party increase amount of claim or counterclaim, it shall pay additional arbitral fee calculated following the procedure specified herein.

Article 32. Pleas as to the jurisdiction of the arbitral tribunal

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

VII SECTION PROCEDURE OF ARBITRAL EXAMINATION

Article 33. General provisions of arbitral examination

1. The parties to the dispute shall have equal procedural rights in arbitration proceedings. Each of the parties shall be provided with equal possibilities to justify its claims or points of defence.
2. In compliance with the imperative provisions of the legislation, the parties to the dispute may agree on the procedure according to which their disputes will be examined in arbitration.
3. Failing such agreement of the parties regarding the procedure for examination of disputes, the arbitral tribunal may, in compliance with the provisions of this Code and legislation, examine the dispute according to the procedure it deems appropriate.
4. Where Arbitral Tribunal is comprised of at least three arbitrators the chairperson thereof may decide upon procedural matters of arbitral examination unless the parties agreed otherwise in writing.

Article 34. Place of arbitration

1. The parties may agree on the place of arbitral examination. Failing such agreement, the place of arbitral examination shall be established within the territory of the Republic of Lithuania by the arbitral tribunal taking into consideration the circumstances of the case and convenience for the parties.
2. The arbitral tribunal may, unless the parties agree otherwise, gather at any place they deem suitable for arbitrators' consultations where they can hear the witnesses, experts or parties, examine the documents, goods or other property.

Article 35. Language of arbitration

1. Unless the parties agree otherwise in writing, the language to be used during the arbitral examination shall be the Lithuanian language.
2. The arbitration language shall be used for submission to the arbitral tribunal and Lithuanian Court of Arbitration of all written documents of the parties, conducting the arbitral examination, drawing up of awards, rulings of the arbitral tribunal and the chairperson of Lithuanian Court of Arbitration or other documents adopted by the arbitral tribunal and Lithuanian Court of Arbitration, unless otherwise determined in the agreement of the parties or the ruling of the arbitral tribunal.
3. The arbitral tribunal may determine other arbitration language at any time during the arbitral examination, unless it may result in infringement of the right to be heard of the parties.
4. Arbitral Tribunal may require any written evidence or other document to be translated to the language or languages agreed to be used by parties or specified by Arbitral Tribunal.

Article 36. Form of arbitral proceedings

1. Unless the parties have agreed otherwise, disputes following the present Code shall be examined in writing, i.e. according to the documents and other written evidences submitted by the parties, except for cases, when Arbitral Tribunal taking into account circumstances of the case, decide or at least one party require to examine the case orally, and such requirement is expressed not later than ends examination of case material.

2. When there is a decision to hear the case orally, the parties shall be notified on all hearings of the arbitral tribunal in advance, with reasonable notice of time required.
3. All evidence, documents or other information presented by a party to the arbitral tribunal shall be presented to the other party. Evidence, documents or other information received by the arbitral tribunal shall also be presented to the parties.

Article 37. Evidence

1. Unless the parties have agreed otherwise or otherwise required under the law applicable to the dispute, each of the parties shall prove the circumstances justifying its claims or points of defence.
2. When submitted evidence is not sufficient, at any time during the arbitral examination, the arbitral tribunal may request the parties to present documents or other evidence relating to the case being examined within the term indicated by the Arbitral Tribunal.
3. The arbitral tribunal shall have the right to establish the admissibility, sufficiency and relevance of any evidence to the case.
4. Arbitral Tribunal shall have the right to apply to the Vilnius District Court for assistance in obtaining evidence.
5. The arbitral tribunal shall have the right to refuse to admit the evidence which could have been presented earlier during the arbitral examination and the presentation of which will delay the arbitral examination.
6. Unless the parties agree otherwise, no evidence shall be binding on the arbitral tribunal.
7. Unless the parties agree on the rules of evidence applicable to the arbitral examination, such rules shall be determined by the arbitral tribunal. Until determination of the rules of evidence applicable to the arbitral examination, gathering of evidence and distribution of the burden of proof shall be subject to the provisions of this Code and the Law regulating arbitral procedure.
8. If a party fails to present evidence as requested by the arbitral tribunal, the arbitral tribunal may make an award based on the available evidence or in exceptional cases evaluate the fact of failure to present the evidence against the defaulting party.
9. The arbitral tribunal shall have the right to establish the admissibility of any evidence.

Article 38. Expert

1. The arbitral tribunal may on its own initiative or upon request of a party appoint one or several experts to present findings on particular questions given by the arbitral tribunal.
2. Arbitral Tribunal may request a party to provide any information related to the case to the expert, present or make conditions for reviewing the documents, goods or other property pertaining to the case.
3. Unless the parties have agreed otherwise, and any party requests or the arbitral tribunal so decides, when examining the case by oral procedure, the expert must participate at the hearing and present his findings and answer the questions put to him by the parties or the arbitral tribunal.

4. Expert opinion shall not be mandatory to the Arbitral Tribunal and shall be evaluated according to the inner conviction of an arbitrator (arbitrators) based on comprehensive, detailed and objective investigation of the evidence in the case.

Article 39. Witnesses

1. The parties shall have the right to request the arbitral tribunal to examine their witnesses.
2. The arbitral tribunal shall determine the time, place and mode of examination of witnesses.
3. The party inviting witnesses shall notify the Arbitral Tribunal and the other party in writing about the witnesses's name in full, residence address, potentially known circumstances due to which the witness is invited to testify as well as the language to be used by the witnesses.
4. Where the case is proceeded orally the party inviting a witness shall not later than 15 days prior to the meeting notify the Arbitral Tribunal about its intention to call witnesses for questioning.
5. Witness statements may also be written and signed. Where the Arbitral Tribunal decides to hear witnesses in written, it shall apply to the witnesses and specify the term for answer the questions.
6. If persons called as witnesses fail to appear or having appeared refuse to be witnesses, arba nustatytu terminu raštu neišdėsto savo parodymų the arbitral tribunal may allow the party requesting examination of the witness to apply to Vilnius District Court within the term set by the arbitral tribunal requesting examination of the witnesses according to the procedure established in the Code of Civil Procedure and this Code. During examination of witnesses in court, the arbitral tribunal may stay or postpone the arbitral examination.

Article 40. Waiver of right to object

1. If a party to the dispute being aware of its infringed right proceeds with participation in the arbitral examination procedure and fails to express its dissent as to such infringement within a reasonable time, such party shall be deemed to have waived its right to objection.
2. The rule established in paragraph 1 of this article shall also be applied to claims regarding recognition of the arbitration agreement as invalid, its cancellation, and recognition and enforcement of the arbitral award.

Article 41. Party's failure to participate

Unless the parties have agreed otherwise, where a party fails to present a mandatory procedural document or does not take part in the arbitral hearing without a valid reason, the arbitral tribunal shall have the right to proceed with the arbitral examination and make an arbitral award based on the evidence available in the case or make procedural decisions stipulated in paragraphs 2 and 4 of Article 63 hereof.

Article 42. Consolidation of arbitral cases

Arbitration cases may be consolidated upon agreement of the parties.

Article 43. Arbitration hearings

1. In the event of an oral hearing, the arbitral tribunal shall give the parties adequate advance notice of the date, time and place thereof.
2. In the event the party properly informed about the date, time and place of the hearing of the Arbitral Tribunal fails to come to the hearing, the Arbitral Tribunal shall have the right to examine the case in the absence of the party.
3. The Arbitral Tribunal shall hear the case in camera. At the Arbitral Tribunal's discretion or upon request of a party the hearing may be attended by the persons related to the examination of the case (witnesses, experts, interpreters). Other persons shall be allowed to attend in the hearing only upon permission of the Arbitral Tribunal and parties.
4. Each hearing of the Arbitral Tribunal shall be audio recorded. At the request of any party the hearing may be minted. The requesting party shall cover the costs of minuting.

VIII SECTION

INTERIM MEASURES

Article 44. Interim measures

1. Unless the parties have agreed otherwise, upon request of any of the parties the arbitral tribunal, having notified the other parties, may by its ruling apply interim measures aimed at ensuring the fulfilment of the party's claims and preserving the evidence. Where deems appropriate the Arbitral Tribunal may infom other parties about application of interim measures. Such decision shall be made as resolution in the ruling upon interim measures.
2. Interim measures may include the following:
 - 1) prohibiting the party from participating in certain transactions or performing certain actions;
 - 2) obligating the party to protect the property relating to the arbitral examination, provide a deposit, bank or insurance guarantee;
 - 3) obligating the party to preserve the evidence that may be relevant and material to the resolution of the dispute.
3. A party requesting the arbitral tribunal to apply the interim measures indicated in paragraphs 1 and 2 hereof shall prove that:
 - 1) its claims in action are likely justified; determination of such likelihood shall not entail the right of the arbitral tribunal to make another award or ruling subsequently during the arbitration examination;
 - 2) failure to take these measures may render enforcement of the arbitral award considerably more difficult or impossible;
 - 3) interim measures are economic and proportional to the goal to be achieved by such measures.
4. A party requesting the arbitral tribunal to apply the interim measures indicated in item 3 of paragraph 2 of this article shall prove that:
 - 1) the evidence requested to be preserved may be relevant to the case;

2) there is a real threat that upon failure to undertake the interim measures the evidence requested to be preserved will be destroyed or damaged by the other party thus making them unusable during the arbitral examination.

5. The arbitral tribunal may obligate the party to notify immediately on any material change of circumstances that were taken as a basis for resolving the issue regarding application of interim measures.

6. Arbitral Tribunal as fast as possible shall provide the party subject to the ruling upon interim measures with possibility to be heard and examine objectives thereof against ruling on application of interim measures.

Article 45. Application of interim measures before commencement of arbitration proceedings

1. Unless the parties have agreed otherwise, interim measures may be applied before commencement of arbitration proceedings both after filing of the claim and before filing thereof.

2. The party shall submit the request to apply interim measures before commencement of arbitration proceedings (both after filing of the claim and before filing thereof) to the Lithuanian Court of Arbitration. Having received such request the chairperson of the Lithuanian Court of Arbitration shall immediately appoint an arbitrator out of list of arbitrators recommended by the Lithuanian Court of Arbitration, that will solve the matter of interim measures. Appointed arbitrator within 3 business days shall rule upon the matter and notify the requesting party through the Lithuanian Court of Arbitration and another party if deems necessary.

3. The request to apply interim measures before the commencement of arbitration shall contain the following information:

1) full names of the parties, enterprise codes or personal numbers, contact details (address, telephone, fax numbers, e-mail);

2) the amount of claim;

3) substantial circumstances and evidence justifying the claim;

4) the information specified in paragraphs 2, 3, 4 of Article 44 hereof;

5) the references to the arbitral agreement and the contract subject to the dispute;

6) where the claimant is represented by representative, the representative's name in full, address, telephone, fax and e-mail;

4. The request to apply interim measures before the commencement of arbitration shall be accompanied by the following documents:

1) the arbitration agreement and (or) the contract regulating the relationship subject to the dispute, or properly certified copies thereof;

2) substantial documents and other written evidence justifying the requirements;

3) the evidence proving payment of registration and administration fees.

4. On the basis of request to apply interim measures before the commencement of the arbitration the arbitrator shall be appointed and arbitration shall be commenced only upon the proper payment of registration and administration fees, referred to in the Annex 1 hereto.

5. The provisions of the present Code regulating application of interim measures shall be applied *mutatis mutandis* to the application of interim measures before the commencement of the arbitration.

Article 46. Application for interim measures in cases to obtain an arbitral order

1. To the same amount, in the procedure specified by the present Code the interim measures shall be applied in the cases to obtain arbitral order.

2. In the event the Arbitral Tribunal does not satisfy the claimant's application to obtain an arbitral order or receives respondent's objections within the specified term, the interim measures (if applicable) shall remain valid until the expiration of the term specified in the ruling of the Arbitral Tribunal upon refusal to issue the arbitral order. Under the request of the party that filed the claim in general procedure within this term, the validity of interim measures may be extended.

3. In the event specified in paragraph 2 herein, powers of the Arbitral Tribunal composed for request for interim measures before the commencement of the arbitration, shall be extended until the expiration of the term of interim measures and filing of claim or until the appointment of an Arbitral Tribunal to resolve the dispute in general procedure.

Article 47. Revising and repealing rulings on interim measures

Upon request of the party and in exclusive cases upon notifying all parties, the arbitral tribunal may on its own initiative revise, repeal the ruling on interim measures.

Article 48. Securing compensation of losses that might possibly be incurred through the application of interim measures

The arbitral tribunal may obligate the party applying for interim measures to provide security for compensation of the other party's losses that might possibly be incurred through the application of interim measures.

Article 49. Compensation of losses that might possibly be incurred through application of interim measures

1. Having applied for interim measures, the party shall be liable for the losses incurred through application of these interim measures, if it is subsequently found during the arbitral examination that the applied interim measures are groundless.

2. Upon the party's request, the arbitral tribunal may by its final award obligate the party upon whose request the interim measures were applied to compensate the losses incurred through application of the interim measures.

Article 50. Enforcement of rulings on interim measures and grounds for refusing to issue an enforcement order

1. The ruling of the arbitral tribunal on interim measures shall be a document subject to enforcement.

2. Should the ruling of the arbitral tribunal on interim measures not be enforced, Vilnius District Court shall, upon the party's request and according to the procedure established in the Code of Civil Procedure of the Republic of Lithuania, issue an enforcement order.

Article 51. Applying of interim measures and preserving of evidence by the court ruling

1. A party shall have the right to apply to Vilnius District Court for interim measures or preservation of evidence before commencement of the arbitral examination. Upon the party's request, the court may also apply the interim measures or preserve the evidence after the commencement of arbitration. Accordingly, the other party shall have the right according to the procedure established in the Code of Civil Procedure to request securing compensation of losses that might possibly be incurred through application of the interim measures or preserving the evidence.

2. Refusal by the court to apply the interim measures or preserve the evidence shall not prevent the party from requesting the arbitral tribunal during the arbitral examination to apply the interim measures or preserve the evidence.

IX SECTION AWARDS AND RULINGS OF ARBITRAL TRIBUNAL

Article 52. Applicable law

1. The arbitral tribunal shall resolve disputes in accordance with the law selected by the parties as applicable to the dispute. The reference to the applicable foreign law shall mean reference to the national substantive law of the respective state, rather than the international private law of that state.

2. If the parties have failed to agree on the applicable law, the arbitral tribunal shall apply the law, which in the justified opinion of the arbitral tribunal, is applicable in resolving a particular dispute, including trade customs (*lex mercatoria*).

3. The arbitral tribunal acts based on the principles *ex aequo et bono* (at equity) or *amiable compositeur* (amicable mediation) only in cases where the parties expressly authorise it to do so.

Article 53. Making of an award by the arbitral tribunal consisting of several arbitrators

1. Unless the parties have agreed otherwise, an arbitral award shall be made by a majority vote of the arbitrators. In there is no majority of votes for making the arbitral award or in case of a tie, the chairman of the arbitral tribunal shall have the casting vote.

2. Notwithstanding the provisions of paragraph 1 of this article, procedural issues of the arbitral examination may be solved unilaterally by the chairman of the arbitral tribunal, unless the parties have agreed otherwise.

3. If an arbitrator refuses to participate in examining a dispute by the arbitral tribunal without any valid reason, this shall not preclude the remaining arbitrators of the arbitral tribunal from making a legitimate award.

Article 54. Taking effect and enforcement of an arbitral award

1. An arbitral award shall take effect from the moment it is made and shall be enforced by the parties.

2. An arbitral award shall be deemed made from the date indicated in the arbitral award.
3. After the arbitral award takes effect, the same parties to the dispute shall not have the right to state a further claim regarding the same subject and on the same grounds.
4. An arbitral award shall be a document subject to enforcement, to be enforced from the moment of taking effect according to the procedure established in the Code of Civil Procedure.

Article 55. Types of arbitral awards

1. The arbitral tribunal may make a final award on the merits, a partial award and an additional award.
2. The arbitral tribunal shall have the right to make rulings on procedural matters.

Article 56. Final award of arbitral tribunal

1. The arbitral tribunal shall fully resolve the dispute by making its final award.
2. The final award of the Arbitral Tribunal shall be made within the following terms:
 - 1) In the event of written proceeding – not later than within 30 days after the Arbitral Tribunal receives the statement of defence, where evidence provided by the parties is sufficient for the Arbitral Tribunal to make final award; or
 - 2) In other cases – not later than within 6 month after the commencement of arbitration.

Article 57. Partial arbitral award

1. The arbitral tribunal shall resolve a part of the dispute by making a partial award.
2. The partial arbitral award shall be final only in respect of the part of the dispute that has been resolved in full.
3. A partial arbitral award may be made:
 - 1) on the competence of the arbitral tribunal to examine the dispute;
 - 2) on independent claims arising from substantive legal relationships;
 - 3) in other cases stipulated by the parties or the arbitral tribunal.

Article 58. Additional award of arbitral tribunal. Revision and interpretation of arbitral award

1. An additional arbitral award shall be made to resolve the claims stated during the arbitral examination, however, not resolved by the arbitral award made. The additional award may also be made to revise or interpret the arbitral award where it is necessary:
 - 1) to correct spelling, arithmetic or other similar mistakes in the arbitral award;
 - 2) to elucidate the substantive provisions of the arbitral award or its item;
 - 3) to resolve the issue of distribution of the arbitration costs.

2. The additional arbitral award may be made on the initiative of the arbitral tribunal or upon request of an interested party. The arbitral tribunal may on its initiative make an additional award within 30 days after the final arbitral award has been made. An interested party shall have the right to submit a request for an additional arbitral award not later than 30 days following the day of receipt of the arbitral award.
3. The additional arbitral award shall be made within 30 days after the request for this award of the interested party has been received. The additional award shall be a composite part of the arbitral award and shall be subject to the provisions of Article 59 of this Code.
4. The arbitral tribunal shall have the right to extend or renew the terms set in paragraphs 2 and 3 of this article.
5. The additional award may not alter the essence of the arbitral award.

Article 59. Form and content of arbitral award

1. An award of the arbitral tribunal shall be in writing and signed by the arbitrators or the arbitrator. The arbitral award shall be legitimate if signed by a majority of arbitrators with the other arbitrators indicating their reasons for not signing. An arbitrator or arbitrators disagreeing with the opinion of the majority shall have the right to present their separate opinion in writing which shall be attached to the arbitral award. The parties may agree that the chairman of the arbitral tribunal may sign the award unilaterally.
2. The arbitral award shall contain the following:
 - 1) the date and place of making it. The arbitral award shall be deemed to have been made on the date and at the location as indicated in the arbitral award;
 - 2) full names of arbitrator or arbitrators, parties to the dispute, address of residence or office thereof, representatives of the parties;
 - 3) the reasoning on which it is based, unless the parties have agreed that reasoning is not necessarily to be provided or the arbitral award is made on the agreed terms under item 1 of paragraph 1 of Article 61 of the present Code;
 - 4) Conclusion of the Arbitral Tribunal whether the claim shall be satisfied in full or in part along with content thereof, or dismissed;
 - 5) the amount of arbitration fees and other arbitration costs as well as allocation thereof among parties to the dispute.
3. Each party shall be given a copy of the signed arbitral award. Delivery of the arbitral award may be postponed until the arbitration costs have been paid in full.

Article 60. Rulings of arbitral tribunal

1. On procedural matters, the arbitral tribunal shall make rulings.
2. When the case is examined by three and more arbitrators, ruling of arbitral tribunal shall be made by majority of votes, except for rulings upon procedural matters, that shall be made by the chairperson of arbitral tribunal unless the parties agrees otherwise.
3. The arbitral ruling shall contain the following:

- 1) the date and place of making it;
- 2) full names of arbitrator or arbitrators;
- 3) the parties, address of residence or office thereof;
- 4) the matter subject to the ruling;
- 5) the reasoning on which it is based, unless the parties have agreed that reasoning is not necessarily to be provided;
- 6) Conclusion of the Arbitral Tribunal.

4. Under important circumstances, then continuation of the arbitral proceedings is inappropriate or too difficult, the tribunal has the right to suspend the proceedings. For suspension of the proceedings, the Arbitral Tribunal shall issue the reasoned ruling, stating the reasons for suspension and the term, which can be extended at the discretion of the Arbitral Tribunal should the mentioned circumstances not disappear at the end of the term.

5. An arbitral ruling shall take effect from the moment it is made and shall be enforced by the parties.

Article 61. Amicable settlement of dispute

1. The parties shall have the right to complete the arbitration case by amicable settlement agreement. Upon request by the parties, the arbitral tribunal shall have the right:

- 1) to approve the amicable settlement agreement concluded by the parties by an arbitral award; or
- 2) to make a ruling on termination of the arbitration proceedings.

2. The arbitral award approving the amicable settlement agreement concluded by the parties shall be a final arbitral award.

3. Arbitral Tribunal may refuse approving the amicable settlement agreement, if it is in conflict with substantive provisions of the legislation of the legal system chosen or applicable by the parties regulating validity of deals.

4. The award made on the conditions agreed by the parties shall comply to the provisions of paragraphs 1 and 2 of Article 59 hereof, except for the requirement to provide reasoning. It shall state being the award of the Arbitral Tribunal. The award shall have the same power and is binding to enforce as any other award of the Arbitral Tribunal made on the merits.

Article 62. Decision upon costs of arbitration

1. Arbitration costs shall include:

- 1) the arbitration costs, referred to in paragraph 1 of Article 12 hereof;
- 2) reasonable expenses incurred by the parties.

2. Jeigu šalyt nesutarė kitaip, Arbitral Tribunal, atsižvelgdamas į bylos aplinkybes, šalių elgesį, Arbitražo teismo sprendime turi paskirstyti arbitražinio nagrinėjimo išlaidas šalims.

3. Whenever the case is closed on any of the grounds indicated in the present Code, the arbitral tribunal shall have the right to resolve the issue of allocation of the arbitration costs on its own initiative.

Article 63. Closure of arbitration

1. The arbitral examination is completed by a final arbitral award or a ruling made by the arbitral tribunal on the grounds stipulated in paragraphs 2 and 4 of this article.

2. The arbitral tribunal shall make a ruling to terminate the arbitral examination when:

1) the case may not be examined in arbitration;

2) the judgment of the court has taken effect in respect of the dispute between the same parties, regarding the same subject and on the same grounds;

3) the arbitral award has taken effect in respect of the dispute between the same parties, regarding the same subject and on the same grounds;

4) the claimant has withdrawn its claim, unless the respondent objects to such withdrawal of the claim and the arbitral tribunal recognises the legal interest of the respondent to finally resolve the dispute;

5) the parties have concluded an amicable settlement agreement or the arbitral tribunal has decided to close the arbitration proceedings by a ruling following the procedure established in item 2 of paragraph 1 of Article 61 herein;

6) the natural person being the party to the proceedings has died and succession of rights is not possible;

7) the legal entity being the party to the proceedings has been liquidated and succession of its rights is not possible;

8) it is impossible to examine the arbitration case and the claimant has no right to apply to arbitration in future regarding resolution of the same dispute.

3. Upon termination of the arbitral examination, the parties shall not be allowed to make a repeat application to arbitration regarding a dispute between the same parties, regarding the same subject and on the same grounds.

4. The arbitral tribunal shall have the right to make a ruling on not proceeding with a request for arbitration or the claim when:

1) the claim was filed by a legally incapable natural person;

2) the claim was filed on behalf of the claimant by a person not authorised to plead the arbitration case;

3) the arbitral tribunal examines the dispute between the same parties, regarding the same subject and on the same grounds;

4) having not requested that the case be examined in their absence, both parties have failed to appear without valid reasons;

5) the person who has filed the claim has failed to pay the determined arbitration costs;

- 6) the claimant failed to correct deficiencies of a claim within the term indicated by the arbitral tribunal;
 - 7) the parties against which no bankruptcy proceedings have been brought request not to examine the dispute in arbitration based on paragraph 8 of this article;
 - 8) the arbitral tribunal decides that the arbitration case is not subject to further examination or its examination is impossible.
5. A decision not to proceed with the claim shall not preclude the parties from repeat applications to arbitration regarding resolution of the dispute.
6. A ruling of the arbitral tribunal shall take effect from the moment it is made and must be enforced by the parties.
7. The powers of the arbitral tribunal shall expire upon making the final arbitral award (except for the cases stipulated in paragraph 3 of Article 46, Article 58 and paragraph 2 of Article 78 herein), termination of the arbitral proceedings or decision not to proceed with the claim.

X SECTION

PROCEDURE FOR CASES TO OBTAIN AN ORDER

Article 64. Admissibility

1. Disputes subject to examination and resolution by arbitration following the present Code, unless otherwise agreed by the parties, may be examined in simplified procedure specified in the present section hereof, when the claimant files the application to obtain an arbitral order to the Lithuanian Court of Arbitration.
2. The application to obtain an arbitral order shall be examined in the procedure specified in the present section hereof under the following conditions:
 - 1) the dispute concerns monetary claims;
 - 2) at the moment of filing the application to obtain the arbitral order to the Lithuanian Court of Arbitration the claimant has already executed its obligation (or a part thereof) subject to the claim;
 - 3) the respondent resides in the Republic of Lithuania or its office is located in in the Republic of Lithuania.
3. As far as not covered by the provisions of the present section hereof, the cases to obtain an arbitral order shall be examined in accordance with the general provisions of the present Code.
4. Following the procedure specified herein, the cases shall be examined using a uniform procedural documents. Information technology may be used for the processing of procedural document.

Article 65. Application to obtain an order

1. The application to obtain an order shall contain the following information:

- 1) the claimant's full name, personal code, address, where the claimant is a legal entity – name in full, office, code, bank account number and credit institution details as well as the name and address of the representative of the claimant;
 - 2) the respondent's full name, personal code (where known), address, job position (where known); where the claimant is a legal entity – name in full, office, code, bank account number and credit institution details;
 - 3) amount of the claim;
 - 4) the declared claim and its factual ground;
 - 5) reference to the arbitration agreement;
 - 6) The list of attached documents.
2. The application shall be accompanied by the following:
- 1) the arbitration agreement and (or) the contract regulating the relationship subject to the dispute, or properly certified copies thereof;
 - 2) the evidence proving payment of registration and administration fees.

Article 66. Admission of application

1. Unless otherwise agreed by the parties in writing, the chairperson of the Lithuanian Court of Arbitration having received an application to obtain an arbitral order shall immediately appoint an arbitrator out of the list of recommended arbitrators. The arbitrator shall decide upon admissibility of the application to obtain an arbitral order not later than within 3 business days after the appointment.
2. The chairperson of the Arbitral Tribunal shall not appoint an arbitrator or transfer the case thereto until the claimant properly pays registration and administration fees.
3. The Arbitral Tribunal shall reject the application to obtain an arbitral order in the following events:
 - 1) the application does not comply with admission requirements specified in Article 64 of the present Code;
 - 3) the application is clearly ungrounded.
4. In the event the circumstances specified in paragraph 2 hereof appear after the admission of the application, the Arbitral Tribunal may do the following taking into account the nature of shortcomings:
 - 1) to set the term for the claimant to eliminate the shortcomings;
 - 2) to leave the application unexamined; or
 - 3) to dismiss the application.
5. The arbitral ruling to reject the application is final and not subject to appeal, but it does not prevent the submitting of the new application after correction of deficiencies or filing a claim in the general arbitration procedure stipulated in the present Code.

Article 67. Arbitration notice

1. The Arbitral Tribunal upon admission of the application to obtain an arbitral order not later than within 3 business days shall forward the arbitration notice to the respondent notifying about the foreseen issue of arbitral order accompanied by a copy of the claimant's application to obtain an arbitral order. Upon the respondent's request, the Arbitral Tribunal shall also solve the matter of application of interim measures to the respondent in the procedure set in the present Code.

2. Unless otherwise agreed by parties in writing, in the event the claimant with 10 days after the receipt of the arbitration notice fails to submit written objections against the claim, the Arbitral Tribunal shall immediately adopt the arbitral order having the legal power of the arbitral award, that takes effect from the day it is issued and may be enforced immediately.

2. The arbitration notice shall contain the following information:

1) the claimant's full name, personal code, address, where the claimant is a legal entity – name in full, office, code, bank account number and credit institution details;

2) the respondent's full name, personal code (where known), address, job position (where known); where the claimant is a legal entity – name in full, office, code, bank account number and credit institution details;

3) grounds for recovery;

4) amount to be recovered from the respondent;

5) recoverable amount of interest, if the interest awarded;

6) recovery of arbitration costs;

7) nature of interim measures where applicable.

8) proposal not later than within 10 days after the receipt of notification of the Arbitral Tribunal to pay to the claimant the amounts awarded (including interest and costs), and to give a written notice upon the execution to the Lithuanian Court of Arbitration or to submit objections against the claim;

9) information, that upon not complying with item 8 of paragraph 2 hereof the arbitral order will be issued and become effective and upon the request of the claimant the enforcement order will be issued for forced recovery;

10) information, that if the respondent submits objections to the application and at the claimant's request the application will be examined in general procedure set in the present Code;

11) information that the respondent is required to pay interest and statutory or contractual penalties following the Civil Code of the Republic of Lithuania from the commencement of the arbitration till the full execution of the award, if the obligation was not fulfilled or not properly fulfilled;

12) information about the fact that upon adoption of the arbitral order, the Arbitral Tribunal has not checked the feasibility of the claim.

Article 68. Issue of arbitral order

1. In the event the Arbitral Tribunal within the term specified in paragraph 2 of article 67 hereof has not received the respondent's objections shall adopt and issue the arbitral order to the claimant not later than within 3 business days after the term expires.

2. The arbitral order shall contain the following information:

1) issue date of the order;

2) the full name of the arbitrator;

3) the claimant's full name, personal code, address, where the claimant is a legal entity – name in full, office, code, bank account number and credit institution details;

4) the respondent's full name, personal code (where known), address, job position (where known); where the claimant is a legal entity – name in full, office, code, bank account number and credit institution details;

5) grounds for recovery;

6) amount to be recovered from the respondent;

7) recoverable amount of interest, if the interest awarded;

8) recovery of arbitration costs;

9) nature of interim measures where applicable.

3. The arbitral order shall be signed by the arbitrator.

Article 69. Servicing of procedural documents

The arbitral order and a copy of the claimant's application shall be delivered to the Lithuanian Court of Arbitration in the procedure specified in article 4 of the present Code. Final and binding arbitral order no later than the next business day shall be sent to the claimant, who may submit it for enforced recovery in the procedure specified in the Civil Procedure Code of the Republic of Lithuania.

Article 70. Respondent's objections

1. The respondent shall submit the statement of objections against the claimant's application or a part thereof to the Arbitral Tribunal. In the event the respondent executes a part of awarded claim or at least recognises a part thereof, he may object only remaining part of the claim.

2. The respondent's objections against the claimant's application shall be submitted in writing within 10 days from arbitration notice receipt. The statement of objection shall comply with general requirements applied for the form and content of the procedural documents with the exception of requirement to specify the grounds for objection. If due to substantial circumstances the respondent submits the objections after the term expired, the Arbitral Tribunal may extend the term upon the reasoned request of the respondent before forwarding the arbitral order to the claimant.

3. Having received the objections of the respondent the Arbitral Tribunal not later than within 3 business days shall notify the claimant about its right to file the claim within 14 days from the notification in general procedure stipulated in the present Code, upon payment of additional fees.

4. In the event the respondent executes a part of awarded claim or at least recognises a part thereof, and objects only remaining part of the claim, the Arbitral Tribunal following the rules of the present section shall adopt a new order concerning awarding of the undisputed part of the claim. The claimant may file the claim in the general arbitration procedure specified in the present Code for the disputed part of the claim.

5. In the event the claimant fails to submit the properly executed claim to the Arbitral Tribunal within the term specified in paragraph 3 herein, the Arbitral Tribunal shall adopt the ruling to leave the claim undecided and cancel the applied interim measures.

6. In the event the respondent executes the arbitral order within 20 days after receipt thereof and submits the proving documents to the Arbitral Tribunal, the Arbitral Tribunal by its ruling shall repeal the arbitral order and dismiss the case.

7. In the event the claimant and the respondent after the issue of the arbitral order conclude the amicable settlement agreement and the Arbitral Tribunal approves it, by the same ruling of the Arbitral Tribunal the arbitral order shall be repealed.

Article 71. Arbitration costs

1. A registration and administration fees shall be paid for the application to obtain an order of Arbitral Tribunal, specified in the Annex 1 hereto.

2. In the event the respondent objects the order of the Arbitral Tribunal and the claimant files the claim following the general procedure, the fees specified in paragraph 1 hereof shall be included in the amount of the fees for the claim.

3. In the event specified in paragraph 5 of Article 70 of the present Code the application is returned to the claimant the paid arbitration fee shall not be subject for return.

XI SECTION

RESUMPTION OF PROCEDURE

Article 72. Resumption of procedure

1. Procedure on the cases finished to examine by merits by the final award (ruling) of the Arbitral Tribunal may be resumed on the ground and in the order specified herein.

2. The request for the resumption may be submitted by the parties or the third parties.

3. Filing of the request for the resumption shall not interrupt enforcement of the award or ruling.

4. Repeated request for the resumption on the same grounds is not possible.

Article 73. Grounds for resumption of the procedure

1. The procedure may be resumed on the following bases:

1) substantial facts were discovered which existed but was not and could not be known to the applicant at the time of arbitration;

- 2) deliberately false party's or third party's explanation, witness statements, deliberately false expert opinion, knowingly wrong translation, tampering of documents or physical evidence, due to which an unlawful or unreasonable award, have been determined by effective court judgment;
- 3) criminal offences committed by participating or other party to the case or by the arbitrators in the arbitration procedure have been determined by effective court judgment;
- 4) judgment, sentence, or other state or local authorities individual act, which was the basis for the award or ruling repealed as unlawful or unreasonable;
- 5) if one of the parties was disabled and not legally represented during the arbitration;
- 6) If the tribunal decided on substantive rights and obligations of non-hearing persons;

Article 74. Submission of request for resumption of procedure

1. A plea for resumption of procedure shall be submitted to the Lithuanian Court of Arbitration.
2. The provisions of this Code regarding filing of a claim shall also be applied *mutatis mutandis* to the plea for resumption of procedure.
3. A plea for resumption of procedure may be filed within three month starting the day, when the pleading person became acknowledged or should become acknowledged upon circumstances making a base for procedure resumption.
4. A plea for resumption of procedure may not be filed where more than three years have passed from the enforcement of the award or ruling.

Article 75. Appointment of arbitrator in cases for resumption of procedure

The general provisions of this Code regarding appointment of an arbitrator shall also be applied *mutatis mutandis* to the appointment of an arbitrator in cases for resumption of procedure.

Article 76. Rights of Arbitral Tribunal

1. Having examined the case Arbitral Tribunal shall have the right to the following:
 - 1) to reject the application for amendment or cancellation of the award (ruling) of the Arbitral Tribunal;
 - 2) to amend the award or ruling of the Arbitral Tribunal;
 - 3) to make a new award (ruling).
2. In the event of an amendment or a new award (ruling) the previous award (ruling) of the Arbitration Tribunal shall lose their validity.

XII SECTION

APPROVAL OF AMICABLE SETTLEMENT AGREEMENT

Article 77. Request for approval of amicable settlement agreement

1. The parties may apply to the Lithuanian Court of Arbitration with the request to approve an amicable settlement agreement concluded between them (without commencing an arbitral proceedings).
2. The request to approve an amicable settlement agreement shall contain the following:
 - 1) Full names, enterprise or personal codes, contact details (addresses, telephone and fax numbers, e-mail addresses) of the parties;
 - 2) Essentials of the dispute settled by the agreement.
3. The following documents shall be submitted along with the request to approve an amicable settlement agreement:
 - 1) the amicable settlement agreement signed by both parties;
 - 2) the consent, signed by both parties, for amicable settlement agreement to be approved by the Lithuanian Court of Arbitration following the present Code;
 - 3) registration, arbitral administration and administration fees payment evidence.
3. A request to approve an amicable settlement agreement and accompanying documents, as well as other documents related to the arbitration procedure shall be submitted to the arbitral Tribunal in the Lithuanian language following the procedure specified in Article 3 hereof.

Article 78. Admission of request for approval of amicable settlement agreement

1. Unless the party agree otherwise, the chairperson of the Lithuanian Court of Arbitration after receipt of the request for approval of an amicable settlement agreement shall immediately appoint an arbitrator from the list of arbitrators recommended by the Lithuanian Court of Arbitration. The arbitrator shall decide upon the matter of amicable settlement agreement approval within 3 business days from his appointment.
2. Chairperson of the Arbitral Tribunal shall neither appoint an arbitrator nor transfer the case to him until the requesting party properly pays registration and administration fees.

Article 79. Approval of amicable settlement agreement

3. Arbitral Tribunal shall approve an amicable settlement agreement by its ruling.
4. Arbitral Tribunal shall reject approval of amicable settlement agreement on the following grounds:
 - 1) the request does not comply with the provisions hereof;
 - 2) the amicable settlement agreement is in conflict with substantive provisions of the legislation of the legal system chosen by the parties or applicable of rules of law or public policy.
3. The ruling of the Arbitral Tribunal upon approval of amicable settlement agreement shall be the final ruling and subject to enforcement.

XIII SECTION

COURT OF ARBITRATION AS APPOINTING AUTHORITY

Article 80. Court of Arbitration as appointing authority

1. Lithuanian Court of Arbitration upon agreement of the parties shall serve as appointing authority, competent to appoint an arbitrator (arbitrators) to resolve the dispute by arbitration.
2. When the parties applying to the Lithuanian Court of Arbitration as appointing authority fail to agree upon the procedure of appointing of an arbitrator (arbitrators), the chairperson of Lithuanian Court of Arbitration shall on his/her own discretion as fast as possible appoint an arbitrator (arbitrators) and ensure independence and impartiality of such arbitrator (arbitrators).
3. Along with the request to Lithuanian Court of Arbitration as the appointing authority the information necessary to appoint arbitrator (arbitrators), such as copies of claim or arbitration agreement etc. Shall be provided. Chairperson of Lithuanian Court of Arbitration shall have the right to require from the parties to the dispute to provide additional information necessary to perform functions of appointing authority properly.
4. Along with the request to Lithuanian Court of Arbitration as the appointing authority, the confirmation of payment of non-refundable fee shall be provided.

XIV SECTION

OTHER PROVISIONS

Article 81. Appeal of Arbitral Tribunal's award

1. An arbitral award may be set aside upon submitting an appeal to the Court of Appeals of Lithuania on the grounds, in terms and following the procedure stipulated in the arbitration legislation.
2. When the Court of Appeals of Lithuania suspends the proceedings regarding setting aside the arbitral award and returns the case for reexamination to the arbitral tribunal, the arbitral tribunal shall resume the examination or take other actions which, in the opinion of the Court of Appeals of Lithuania, would remove the basis for setting aside the arbitral award.
3. Provisions of the Code regarding the procedure of arbitration *mutatis mutandis* apply to resumed arbitral examination.

Article 82. Confidentiality

Unless parties agree otherwise, Lithuanian Court of Arbitration and Arbitral Tribunal, as well as experts shall consider all information concerning ongoing arbitration and award made following the present Code strictly confidential and shall not disclose it to any other persons.

Article 83. Enforcement

In all matters not clearly provided for in the present Code, Lithuanian Court of Arbitration, Arbitral Tribunal and parties shall act taking into account provisions of the Code and make all reasonable efforts in order to ensure enforcement of arbitral tribunal award.

Article 84. Limitation of liability

Neither Lithuanian Court of Arbitration nor arbitrator (arbitrators) shall be liable against any party for any action regarding dispute examination by arbitration following the present Code, except for the event when such actions or failure to act are deliberately illegal or made due to gross negligence.

Article 85. Validity and amendment of the Code

1. The present Code shall come into force as on January 1, 2013 m.
2. Lithuanian Court of Arbitration may amend the provisions of the Code at any time within the term of validity of the Code.
3. Unless the parties agreed otherwise, the statutory wording of the Code valid at the moment of claim filing to Lithuanian Court of Arbitration shall be applied for examination of specific dispute.
5. The next procedural step of the arbitral examination, during which the new version of the Code entered into force, after the day of the new version of the Code took effect, shall be subject to the new version. In the event of major non-compliances between the previous and current version of the Code, due to which it is impossible to identify the moment from which the new version of the Code shall apply, Arbitral Tribunal or chairperson of Lithuanian Court of Arbitration, where arbitral tribunal is not appointed yet, at its own discretion and following the principles of reasonableness and fairness shall solve the matter and notify the parties to arbitration about the decision.
6. On parties request and having stated such decision in writing in arbitration clause (or in the agreement containing arbitration clause), the Code version valid on the day of conclusion of arbitration clause (or the agreement containing arbitration clause) (as well as annex thereto setting prices for services of Lithuanian Court of Arbitration) shall be applied for resolution of the dispute.

Article 86. Content and storage of completed arbitration case

1. Completed arbitration case shall contain the following:
 - 1) Procedural documents that the parties submitted to the arbitral tribunal;
 - 2) Rulings, awards, notices, rulings and notices of the chairperson of Lithuanian Court of Arbitration regarding the case;
 - 3) Written consent of arbitrator to serve as arbitrator in specific case.
 2. Having made a final award or ruling upon completion of arbitral examination or decision not to proceed with the claim arbitral tribunal shall transfer the arbitration case to Lithuanian Court of Arbitration, where it shall be stored at least for one year.
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LITHUANIAN COURT OF ARBITRATION

ARBITRATION FEES AND EXPENSES

1) Registration fee is 500 LTL, in cases of court order - 200 LTL, in cases of applying for a interim measures before the starting of arbitration procedure – 200 LTL, in cases of confirming of settlement agreement – 200 LTL. Registration fee is not refundable.

2) The Administration fee consists of fees of administration of arbitration procedure and arbitrary fees. Administration fee, which depends on the value of the claim, the nature of the claim, and number of arbitrators, shall be calculated according to the claimed (counterclaimed) amount in dispute, and it is based on the following indices:

a) when the dispute is presented for a settlement by written proceeding by one arbitrator:

Amount of dispute (LTL)	Administration fee
Up to 50 000	1 000 LTL.
From 50 001 to 100 000	1 000 LTL and 4 % of the amount in dispute, exceeding 50 000 LTL.
From 100 001 to 200 000	3 000 LTL and 4,5 % of the amount in dispute, exceeding 100 000 LTL.
From 200 001 to 1 000 000	6 000 LTL and 2 % of the amount in dispute, exceeding 200 000 LTL.
From 1 000 001 to 5 000 000	20 000 LTL and 0,5 % of the amount in dispute, exceeding 1 000 000 LTL.
From 5 000 001 to 10 000 000	40 000 LTL and 0,3 % of the amount in dispute, exceeding 5 000 000 LTL.
Above 10 000 001	55 000 LTL and 0,1 % of the amount in dispute, exceeding 10 000 000 LTL.

b) when the dispute is investigated in verbal form, administration fee increases by applying an extra 300 LTL fee for each hour of participation in the hearing (for every arbitrator).

c) in non-property disputes administration fee consists of administration of arbitration fee and the arbitrator fees:

1) administration of arbitration fee – from 1 000 LTL to 5 000 LTL, depending on the difficulty of dispute, language of arbitration procedure, number of arbitrators and other factors, which are

increasing time needed for such case hearing. Decision on the amount of administration fee is taken in every specific situation by the chairperson of Lithuanian Court of Arbitration.

2) arbitration fee – 200 LTL for every working hour of one arbitrator.

d) administration fee in cases of court order:

Amount of dispute (LTL)	Administration fee
Up to 5 000	200 LTL.
From 5 000 to 10 000	300 LTL.
From 10 001 to 50 000	400 LTL.
From 50 001 to 100 000	500 LTL.
Above 100 001	1000 LTL.

e) administration fee in cases of interim measures application before the starting of arbitration procedure – 400 Lt, regardless of the claim amount.

f) administration fee in cases of the confirming of settlement agreement (without starting the arbitration procedure) – 400 LTL

3) If needed, compensation fee shall be paid as well. The calculation of compensation fee is determined in the 13th article of the Code of Procedure of the Lithuanian Court of Arbitration.

4) When a dispute is presented for the settlement to three arbitrators, the administration fee shall be increased by 50 %.

5) The services of appointing authority – not refundable 200 LTL fee for every arbitrator appointed.

6) The request for the renewal of the procedure shall be remunerated with the same fees as in the case of new claim.