



**Arbitration rules for the  
Technology Arbitration & Mediation Institute (TAMI)**  
(English version)

*Valid as from 21 May 2019*

**Article 1 - Basic concepts**

In these Rules the following basic concepts shall have the following meanings:

- (a) **“Administrator”**: the person responsible for the administration of an Arbitration commenced;
- (b) **“Arbitrator”**: an arbitrator from the Arbitral Tribunal;
- (c) **“Arbitration”**: litigation at TAMI in accordance with these Rules and as described in in the fourth book of the Dutch Code of Civil Procedure;
- (d) **“Request for arbitration ”**: the Claimant’s request for the Arbitration, having the sole purpose of the introduction of the dispute;
- (e) **“Arbitration Agreement”**: an agreement whereby the Claimant and the Defendant have chosen to resolve their dispute by Arbitration of TAMI with an arbitration clause or an arbitration compromise;
- (f) **“Board”**: the board of TAMI;
- (g) **“Meeting”**: a physical meeting or a meeting between the parties and the arbitral tribunal through digital communication tools;
- (h) **“Annex”**: an Annex to these Rules, forming form an integral part thereof.
- (i) **“Claimant”**: the company or organisation commencing the Arbitration;
- (j) **“Brief Answer ”**: the Defendant's brief reaction to the Request for Arbitration, with the sole purpose of the introduction of the dispute;
- (k) **“the Parties”**, Claimant, Defendant and any other party to the proceedings;
- (l) **“Rules”**: these rules for Arbitration at TAMI;
- (m) **“Arbitral Tribunal”**: an arbitral tribunal consisting of one or more arbitrators composed in accordance with these Rules;
- (n) **“Secretary”**: the person who is entrusted by the Arbitral Tribunal with the execution of tasks on behalf of and under the responsibility of the Arbitral Tribunal;
- (o) **“Commencement of the Arbitration”**: to institute Arbitration by submitting the Request for Arbitration;
- (p) **“TAMI”**: the Technology Arbitration & Mediation Institute;
- (q) **“Statement of the Claim”**: the Claimant’s written document containing facts and legal grounds to substantiate the claim;
- (r) **“Statement of the Counterclaim”**: the Defendant’s written document containing facts and legal grounds to substantiate the counterclaim;
- (s) **“Disbursements”**: the costs borne by the Arbitrator within the framework of the Arbitration, including but not limited to travel and subsistence expenses, costs of secretarial assistance and costs of meeting rooms for the meeting and/or the consultation.
- (t) **“Defendant”**: the company or organisation the arbitration proceedings have been launched against;
- (u) **“Defence”** the Defendant’s written document containing facts and legal grounds against the claim and possibly also the statement of the counterclaim;
- (v) **“Defence against the Counterclaim”**: the Claimant’s written document containing facts and legal grounds to substantiate against the counterclaim; and

- (w) **“Award”**: the decision of the arbitral tribunal on the claim and/or the counterclaim. The award may be either final or interim and the final award may be total or partial. The award should be understood as referring both to an award rendered in absentia and an award in a defended case

#### **Article 2 - Objects**

1. The Board proposed the following Rules for Arbitration. The Board may decide to amend these Rules at any time. Any amendment to these Rules made after the Commencement of the Arbitration does not apply to ongoing Arbitrations.
2. TAMI aims at the settlement of disputes with regard to technology.
3. These Rules apply when the Parties have agreed to Arbitration through an arbitration clause or a compromise.
4. The Rules provide for the procedure for handling disputes presented to TAMI by the Parties.
5. Unless in breach of the law, the Parties may make deviating or additional agreements.
6. In the event these Rules do not provide for anything in a certain case, the agreements made between the Parties or the law shall apply. If these do not provide for anything either, the Arbitral tribunal’s instructions or (if no arbitral tribunal has been appointed yet) the Administrator’s instructions apply.
7. If the interpretation of a translation of the Rules in Dutch differs from the Rules in Dutch, the Rules in Dutch apply.

#### **Article 3 – Communication**

1. All communication to the Administrator or TAMI may only be sent per e-mail to [secretariaat@tami.nl](mailto:secretariaat@tami.nl), save where these Rules provide otherwise.
2. All communication to the Arbitral Tribunal may only be sent per e-mail to the e-mail address indicated by the Arbitral Tribunal, while simultaneously sending a copy to the Administrator and all Parties.
3. All communication to the Parties shall only be sent through e-mail to the indicated e-mail addresses. The Parties shall ensure that they are able to take cognizance of that communication. This includes but is not limited to preventing the communication being considered undesirable.
4. All communication shall be either in Dutch or in English. Communication in another language is subject to the Arbitral Tribunal’s consent. The Administrator may request a translation of the communication.
5. In the event (one of the) Parties and/or the Arbitral Tribunal does not wish to communicate through e-mail, this is only possible when the Arbitral Tribunal, or failing the appointment of an Arbitral Tribunal, the Administrator permits this. The Arbitral Tribunal determines the way of communication between the Parties.
6. All communication named in this Article is considered to be in writing.

#### **Article 4 - Periods**

1. A period named in these Rules begins on the day of receipt of the communication, except where otherwise expressly provided.
2. When requested by a Party or on its own initiative, the Administrator may extend or shorten the periods. The Administrator shall provide the parties with the opportunity to comment either on the request or the proposed decision. The Administrator’s decision is binding.

**Article 5 - The commencement of the Arbitration and the Request for Arbitration**

1. Before the Commencement of the Arbitration, the Claimant shall submit a Request for Arbitration at TAMI through [secretariaat@tami.nl](mailto:secretariaat@tami.nl).
2. The time of the Commencement of the Arbitration is the day of receipt of the Request for Arbitration. This date is confirmed to the Claimant through a message which is automatically digitally generated. If the Claimant did not receive this message within one (1) hour of submission of the Request for arbitration, he or she should ask the Administrator for a separate confirmation, in which case the time of that confirmation will apply at the time of Commencement of the Arbitration.
3. The Request for Arbitration includes, in any event, the following information:
  - A. name, address, place of business, telephone number and e-mail address of the Claimant and its authorised representative (if applicable);
  - B. name, address, place of business, telephone number and e-mail address of the Defendant and its authorised representative (if known);
  - C. a short description of the dispute;
  - D. a reference to the Arbitration Agreement and a copy thereof;
  - E. a general description of the claim and its extent;
  - F. if already agreed with the Defendant, the name of the Arbitrator;
4. In the event of deviations from the Rules, the Request for Arbitration shall also include the necessary additional information such as, where applicable:
  - G. name, address, place of business, telephone number and e-mail address of the self-appointed Arbitrators;
  - H. the manner of appointing the Arbitrator(s);
  - I. the number of Arbitrators;
  - J. the place of Arbitration;
  - K. the particulars as regards the Arbitration;
5. In case the Request for Arbitration does not meet all the requirements named in paragraph 3 and, where applicable, paragraph 4 of this Article, the Administrator shall request the Claimant to supplement and/or correct the Request for Arbitration. The Administrator shall be entitled to suspend the request as long as it does not meet the requirements above. This suspension does not prejudice the time of the Commencement of the Arbitration.
6. The Administrator shall send a copy of the Request for Arbitration to the Defendant stating the day of its receipt.

**Article 6 - Brief Answer**

1. The Administrator shall invite the Defendant to answer to the Request for Arbitration by means of the Brief Answer.
2. Within two weeks of the dispatch of the invitation to do so, the Defendant shall submit the Brief Answer to TAMI through [secretariaat@tami.nl](mailto:secretariaat@tami.nl).
3. The Brief Answer includes, in any event, the following information:
  - A. name, address, place of business, telephone number and e-mail address of the Defendant and its authorised representative (if applicable);
  - B. a short description of the dispute;
  - C. a reference to the Arbitration Agreement and a copy thereof;
  - D. should the Defendant intend to bring a counterclaim, a general description of the counterclaim and its extent;
  - E. if already agreed with the Claimant, the name of the Arbitrator;

4. In the event of deviations from the Rules, the Request for Arbitration shall also include the necessary additional information such as, where applicable:
  - F. name, address, place of business, telephone number and e-mail address of the self-appointed Arbitrators;
  - G. the manner of appointing the Arbitrator(s);
  - H. the number of Arbitrators;
  - I. the place of Arbitration;
  - J. the particulars with regard to the Arbitration;
5. The Administrator shall send a copy of the Brief Answer to the Claimant stating the day of its receipt.

#### **Article 7 - Administrative costs**

1. At the Commencement of the Arbitration, the Claimant shall owe TAMI the administrative costs as included in Annex 1. The Administrator shall communicate the amount payable to the Claimant as soon as possible after receipt of the Request for Arbitration.
2. If the Defendant wishes to bring a (conditional) counterclaim, the Defendant shall also owe TAMI the administrative costs as included in Annex 1. The Administrator shall communicate the amount payable to the Defendant as soon as possible after receipt of the Brief Answer.
3. For every increase of a claim or counterclaim, the Claimant or the Defendant owes TAMI an addition to the administrative costs as included in Annex 1. The Administrator shall communicate the additional amount payable to the Claimant or the Defendant as soon as possible after receipt of the increase of the claim.
4. In the event, the administrative costs due have not been paid to TAMI by the Claimant or the Defendant within two weeks of the communication referred to in the previous paragraphs, and payment also did not take place within two weeks following a reminder, the claim or the counterclaim will be regarded as having been withdrawn. This shall not affect chargeability of the administrative costs.

#### **Article 8 - Costs of the Arbitral Tribunal**

1. The compensation for the Arbitral Tribunal is calculated according to Annex 1. The Administrator determines the compensation. In this context, account shall be taken of the time invested by the Arbitral Tribunal in the case and its financial interest.
2. As soon as possible after dispatch of the arbitration dossier, the Arbitral tribunal will consult with the Administrator on the anticipated scope of the work to determine the amount of the advance as referred to in Article 9.

#### **Article 9 - Advance**

1. At the request of the Administrator, the Claimant shall pay an advance. In the event of a counterclaim, the same applies to the Defendant.
2. This advance may be used for the payment of:
  - A. the costs of the Arbitral Tribunal;
  - B. the costs of the Administrator;
  - C. the compensations and the disbursements of the expert(s) appointed by the Arbitral Tribunal;
  - D. the costs of the Secretary;
  - E. the costs of technical assistance;
  - F. the costs of interpreters;
  - G. the costs of filing the Award with the court; and



- H. any other costs made by the Arbitral Tribunal.
3. The Administrator may request the Parties for an addition to the advance at any time.
  4. The Arbitral Tribunal shall be entitled to suspension of the Arbitration both with respect to the claim and the counterclaim as long as the relevant Party has not paid the requested advance and/or the administrative costs.
  5. In the event, the advance requested has not been paid to TAMI by the Claimant or the Defendant within two weeks of the communication referred to in the previous paragraphs, and payment also did not take place within two weeks following a reminder, the claim or the counterclaim will be regarded as having been withdrawn. This shall not affect chargeability of the costs already incurred.
  6. TAMI shall not be obliged to pay costs not covered by an advance. No interest is due to the amount of the advance paid.
  7. Upon the withdrawal of a claim, TAMI will recoup all the costs incurred by it, which are not covered by an advance, from the Party withdrawing the Claim. The Arbitral Tribunal may also opt for a different division.

**Article 10 - Impartiality and independence of the Arbitral Tribunal**

1. An Arbitrator should be impartial and independent. He or she may not have close personal or business relationships with one of the Parties nor with one of the other arbitrators. He or she may not have any direct or indirect personal or commercial interest in the outcome of the case. Nor may he or she have communicated his or her opinion on the case to (one of the) Parties before his or her appointment, nor already advised about the matter.
2. An Arbitrator shall not be nor have been involved in the dispute he or she as an Arbitrator will have to decide other than as an Arbitrator.
3. The Arbitrator is not allowed to contact the Parties during the proceedings on matters relating to the proceedings, save for with prior consent of the other Parties and, where the Arbitral tribunal comprises more Arbitrators, the other Arbitrators.
4. If an Arbitrator suspects justifiable doubt could be possible as to his or her impartiality or independence, he or she will inform the Parties, the Administrator, and, where the Arbitral tribunal comprises more Arbitrators, the other Arbitrators thereof in writing, stating the suspected reason(s).
5. All Arbitrators having the intent to accept their assignment and take part in the Arbitral Tribunal are obliged to sign a statement before their appointment and to send it to the Administrator, stating their independence, impartiality and availability.
6. In the event a Party challenges an Arbitrator, the challenging Party shall notify the Arbitrator in question, any other Arbitrators of the Arbitral Tribunal, the other Party and the Administrator thereof, giving its reasons.
7. The notification as referred to in the preceding paragraph shall be done within four weeks of the day the challenging Party became aware of the cause of the objection.
8. If the challenged arbitrator does not step down within two weeks after receipt of the notification of challenge, within the meaning of the preceding paragraph, any of the parties may apply to the court in preliminary relief proceedings for a decision on the validity of the challenge.
9. The application referred to in the preceding paragraph must be submitted within two weeks after the day of receipt of the written notification of the challenged Arbitrator that he or she will not step down. In the absence of such a notification, the application within the meaning of the preceding paragraph is made within six weeks after the day of receipt of the notification as referred to in paragraph 6.

10. Once the challenged Arbitrator stepped down, he or she will be replaced in accordance with the procedure in Article 12.
11. If, under another agreement, the Parties depart from the list procedure named in Article 12 and the self-appointed Arbitrators, according to the Administrator, do not provide sufficient guarantees for proper Arbitration, the Administrator may refuse the administration of the Arbitration unless the Parties agree to the replacement of the Arbitrator in question.

#### **Article 11 - The number of Arbitrators**

1. In the absence of contrary agreements between the Parties, the Administrator determines the number of Arbitrators after the submission of the Brief Answer or, in the absence thereof, after the lapse of the period of its submission.
2. There is always an odd number of Arbitrators.
3. By default, the Administrator determines the number of Arbitrators at one. The Administrator shall set the number of Arbitrators at three, taking into consideration the Parties' preference showing from the Request for Arbitration and the Brief Answer, the financial interest of the case, the nature of the case and its complexity. In case of three Arbitrators, at least one of the Arbitrators shall be a legal expert.

#### **Article 12 - Appointment method of the Arbitrators in the Arbitral Tribunal**

1. As soon as possible after receipt of the Brief Answer or, in the absence thereof, after the lapse of the period for its submission, the Administrator shall send each Party the same list with names of candidate arbitrators, unless the Parties themselves already appointed an Arbitrator. This list shall contain at least three candidate arbitrators if one Arbitrator will have to be appointed and at least nine candidate arbitrators if three Arbitrators will have to be appointed.
2. Within one week of dispatch by the Administrator, each Party shall cross out the candidate arbitrators on this list against whom this Party has serious objections and number the remaining names in the ranking of the Party's preference. The Party shall return this list to the Administrator.
3. If the Administrator has not received the list back from a Party within a week of having sent it, it will be assumed that all candidate arbitrators on the list are equally acceptable as Arbitrator to that Party.
4. As soon as possible after the list has been returned, the Administrator shall send an invitation to one or three candidate arbitrator(s) on the list to act as Arbitrator(s). The Administrator shall take the preferences and/or objections expressed by the Parties into account.
5. The appointment of the Arbitrator(s) in the Arbitral tribunal shall take place within two months of the Commencement of the Arbitration.
6. The Administrator confirms the appointment of the Arbitral Tribunal in a letter of appointment to the Arbitrator(s) after the requested Arbitrator(s) have issued the statement referred to in Article 10 paragraph 5. An appointed Administrator accepts his or her assignment in writing by signing and returning a copy of the appointment letter to the Administrator
7. In the event an Arbitrator does not accept his or her assignment within one week after receipt of a copy of the appointment letter, the Administrator shall inform the Parties thereof. In the latter case, each Party is entitled to ask the Administrator to appoint a new Arbitrator.
8. The Administrator shall inform the Parties once the Arbitral Tribunal has been constituted.
9. The Administrator shall make the arbitration dossier available to the Arbitral Tribunal.
10. When a tribunal of three Arbitrators has been appointed, these Arbitrators shall decide who will act as their president.

**Article 13 - Release from mandate**

1. An Arbitrator in the Arbitral Tribunal may, at his or her request or at the joint request of the Parties, be released from his or her mandate by the Administrator.
2. An Arbitrator in the Arbitral Tribunal may be released from his or her mandate at the joint request of the Parties or of his or her motion if the Arbitrator (i) has become unable de jure or de facto to perform his or her mandate, or (ii) does not perform his mandate in accordance with these Rules.
3. Only after the Parties have been allowed to make their views known in writing within the time stipulated by the Administrator, an Arbitrator may be released from his or her mandate.
4. Once an Arbitrator has been released from his or her mandate, he or she can be replaced by a new Arbitrator in the way the Administrator deems most suitable. The Arbitration is suspended during the appointment of the new Arbitrator.

**Article 14 - Secretary and technical assistant**

1. At the request of the Arbitral Tribunal, the Administrator may appoint a Secretary. Article 10 applies mutatis mutandis to the Secretary.
2. At the request of the Arbitral Tribunal, the Administrator may provide for a technical assistant.

**Article 15 - Challenge the absence of an Arbitration Agreement**

1. By submitting the Brief Answer, cooperating with the determination of the number of Arbitrators, participating in the appointment of the Arbitrator or Arbitrators, the Defendant does not forfeit the right to challenge the jurisdiction of the Arbitral Tribunal on the ground of absence of a valid Arbitration Agreement.
2. The Defendant may challenge the jurisdiction of the Arbitral Tribunal on the ground of absence of a valid Arbitration Agreement until the defence at the latest.
3. The Arbitral Tribunal assesses whether it is competent to take note of the dispute.
4. The Arbitral Tribunal shall have the power to decide on the validity of the agreement the Arbitration Agreement forms a part of or relates to.
5. Claiming that the Arbitral Tribunal lacks jurisdiction, does not prevent that TAMI administrates the handling of the case.

**Article 16 - Procedure in general**

1. The place of Arbitration is, without a contrary choice, Eindhoven.
2. An attorney or authorised representative may represent the Parties.
3. The Arbitral Tribunal may hold hearings, deliberate, and hear witnesses and experts at any place it considers appropriate.
4. The Arbitral Tribunal shall treat the Parties equally. The Arbitral Tribunal shall provide each Party with the opportunity to stand up for their rights and to express their statements.
5. The Arbitral Tribunal shall determine the way of Arbitration and the relevant time limits.
6. The Arbitral Tribunal shall ensure that the Arbitration proceeds expeditiously.
7. At any stage of the proceedings, the Arbitral Tribunal may hold a meeting with the Parties to discuss the course and/or the contents of the Arbitration.
8. The Arbitral Tribunal shall rule ex aequo et bono, unless it was tasked by the Parties in the Arbitration Agreement to decide according to the rules of law.
9. In all cases, the Arbitral tribunal shall take commercial custom into account in its awards.
10. Where the Arbitration Tribunal is composed of three Arbitrators, it decides by a majority of the votes.

11. An Arbitration is confidential, and all persons involved, either directly or indirectly, are obliged to observe confidentiality. Insofar as is not otherwise determined under the law, this obligation shall not apply.
12. TAMI is entitled to publish the award anonymised (or arrange for third parties to so) unless a Party has objected to this to the Administrator within 28 days after receipt of the award.

#### **Article 17 - Statement of Claim, Defence, Statement of Counterclaim and Defence against Counterclaim**

1. The Arbitral Tribunal shall allow the Claimant to present a Statement of Claim within two weeks after the appointment of the Arbitral Tribunal.
2. The Arbitral Tribunal shall allow the Defendant to present a Defence within two weeks after the receipt of the Statement of Claim.
3. No later than at the Defence, the Defendant may also present a Statement of Counterclaim. If the Defendant presents a Statement of Counterclaim, the Arbitral Tribunal will provide the Claimant with the opportunity to present a Defence against Counterclaim within two weeks after receipt of the Statement of Counterclaim.
4. These documents shall be accompanied to the extent possible by supporting documents and other documents to which the Parties refer.
5. At any time, the Arbitral Tribunal may require presenting further documents within a certain period and in a particular manner or answering more specific questions.
6. The Arbitral Tribunal shall freely assess the admissibility of the supporting documents, division of the burden of proof and the valuation of the evidence.
7. If the documents contain confidential, competition-sensitive or privacy-sensitive information, the Arbitral tribunal may take the measures needed to protect the information.

#### **Article 18 - Hearing**

1. In order to obtain information and/or to attempt an amicable settlement, the Arbitral Tribunal may allow the parties to explain their case at an oral Hearing, which the Parties may waive.
2. The Arbitral Tribunal determines where and when the Hearing takes place.

#### **Article 19 - Modification of the claim**

1. A Party may modify or increase his or her claim until the beginning of the last Hearing at the latest. If there will be no Hearing, the Party may do so until at the last document allowed at the latest.
2. As long as the Arbitral Tribunal has not reached a final award, a Party may reduce his or her claim at any given moment.
3. Modification or increase of a claim is not allowed when it would complicate the other Party's defence or would unreasonably slow down the Arbitration Procedure.

#### **Article 20 - Withdrawal of a Request for Arbitration**

1. The Claimant may withdraw his or her Request for Arbitration as long as the Defendant has not presented a Defence.  
Afterwards, the Request for Arbitration may only be withdrawn with the Defendant's explicit permission.
2. The Administrator and/or the Arbitral Tribunal shall confirm to the Parties the withdrawal through the intervention of the Administrator.



**Article 22 - Witnesses**

1. If a Party wishes to hear witnesses, he or she will inform the Arbitral tribunal of the names of the witnesses and the subjects the testimony(ies) refer(s) to.
2. The Arbitral Tribunal determines whether, when, where, and how the witnesses may be heard and informs the Parties thereof.
3. The Arbitral tribunal decides whether the witness will have to take the oath or make the promise to say the truth and nothing but the truth before the beginning of the hearing.
4. If a witness does not appear voluntarily or, having appeared, refuses to give evidence, the Arbitral Tribunal may allow a Party requesting so, within a period determined by the Arbitral Tribunal, to apply to the court in preliminary relief proceedings for the appointment of an examining magistrate to examine the witness.
5. The Arbitral tribunal decides whether the witness examination will be recorded, and if so, how.

**Article 23 – Party Experts**

1. Each Party may present a report of his or her own hired expert at his or her written documents. Upon the request of (a) (the) Party(ies) or on the Arbitral Tribunal's initiative the Party Experts may be asked for further information during a Hearing.

**Article 24 - Experts' report**

1. At any time, the Arbitral Tribunal may appoint one or more experts to give advice. The Arbitral Tribunal may consult the Parties about instructing to do so.
2. Once an expert has been appointed, the Arbitral Tribunal shall send the Parties a copy of the appointment and the assignment granted.
3. The Parties are obliged to provide the expert full cooperation.
4. After receipt of the expert's report, the Arbitral Tribunal shall send a copy thereof to the Parties.
5. The Arbitral Tribunal shall allow the Parties to be heard regarding the advice of the experts appointed within a period to be determined by the Arbitral Tribunal.
6. Upon the request of a (the) Party(ies) or on the Arbitral Tribunal's initiative the Expert may be asked for further information during a Hearing. At the hearing, each Party may put questions to the expert.
7. The Arbitral Tribunal is not obliged to follow any advice given by the expert.

**Article 25 - On-site inspection**

1. If the Arbitral tribunal deems it appropriate, it may - upon the request of a (the) Party(ies) or on its initiative - conduct an on-site inspection.  
The Parties are allowed to be present at that inspection.

**Article 26 - Default of a party**

1. If the Defendant fails to present a Defence on time, the Arbitral Tribunal may immediately give its decision containing an award being rendered in absentia.
2. In this in absentia award, the Claim shall be awarded to the Claimant, unless the Arbitral Tribunal deems the Claim unjustified or unfounded. The Arbitral Tribunal may, before making the in absentia award, require (additional) proof from the Claimant of his or her statements.
3. If the Claimant does not present the Statement of Claim on time, the Arbitral Tribunal may end the Arbitration by award. The same applies when the Claimant, after the presentation of the Statement of Claim, fails to elaborate properly on his or her Claim as ordered to do so by the Arbitral Tribunal within a certain period as determined by the Arbitral Tribunal.

4. The provisions of this Article apply mutatis mutandis to the Statement of Counterclaim of the Defence against the Counterclaim.

#### **Article 27 - Award**

1. At the end of the last hearing or after the last documents have been submitted, the Arbitral Tribunal will inform the Parties within what period the Arbitral Tribunal will give an award. The Arbitral Tribunal may extend that period at any time. In all cases, the Arbitral Tribunal shall decide with notable rapidity.
2. The mandate of the Arbitral Tribunal continues until it has pronounced its final award.
3. The Arbitral tribunal may always pronounce a total or partial final award or an interim award.
4. The award shall be in writing and signed by the Arbitrator(s).
5. The award shall in any event contain:
  - A. the name(s) and usual place(s) of residence of the Arbitrator(s);
  - B. the name(s) and usual place(s) of residence of the Parties);
  - C. the date of the award;
  - D. the place of the award;
  - E. the reasons for the decision given in the award.
6. The award is binding on the Parties as from the day it is made. The parties are under the obligation to immediately comply with the award.
7. As soon as possible after the signing, the copies of the award shall be sent to the Administrator. The Administrator shall ensure that the Award subsequently immediately will be sent to each Party by registered mail.
8. A copy of the Award remains available for ten years through the Administrator. For that period, each Party may, on payment of costs, request the Administrator for a certified copy of the
9. Award to be sent by post.

#### **Article 28 - Rectification of the award**

1. Each Party may, until thirty days of the dispatch of the award as referred to in the second sentence of Article 27 (7), request that the Arbitral Tribunal correct a manifest error in the Award that lends itself to simple rectification in the Award.

The Administrator shall enable the other Parties to comment thereon.
2. If the particulars referred to in Article 27 (5) under a, b, c and/or d are stated incorrectly or are partially or wholly absent from the award, a Party may, up to thirty days after the day the award has been sent as referred to in Article 27 (7) (2), request that the Arbitral Tribunal correct such particulars. The Administrator shall enable the other Parties to comment thereon.
3. The Arbitration Tribunal may also proceed to correction voluntarily, as referred to above. The Administrator shall enable the other Parties to comment thereon.

#### **Article 29 – Additional award**

1. If the Arbitral Tribunal has failed to decide on one or more matters which have been submitted to it, either Party may, up to than thirty days from the date of dispatch of the award as referred to in the second sentence of Article 27(7), request the Arbitral Tribunal to render an additional award. The Administrator shall enable the other Parties to comment thereon.

**Article 30 - Arbitral Award**

1. If the Parties reach a settlement of their dispute during the arbitration, its contents may be laid down in an arbitral award upon their joint request. The Arbitral Tribunal may refuse the request without being obligated to state the reasons.
2. The Arbitral Award contains the same subjects as a regular Award, except for the reasons for the opinions contained in the Award. The Parties shall countersign the Arbitral Award.

**Article 31 - Cost Awards**

1. The Arbitral Tribunal may order the (partly) unsuccessful Party to pay a reasonable contribution to (a part of ) the costs of legal assistance of the (partly) successful Party, if these costs, in the opinion of the Arbitral Tribunal, were necessary.
2. The Arbitral Tribunal establishes the costs of Arbitration under the provisions of Articles 7 and 8. The Arbitral Tribunal may order the (partly) unsuccessful Party to pay (a reasonable contribution to a part of ) the costs of the Arbitration.
3. If the Parties are each declared in default partially, the Arbitral tribunal may divide the costs above of paragraphs 1 and two in whole or in part.
4. Ordering payment of these costs may also take place without being expressly claimed by a Party.
5. At the Cost Awards, the Arbitral tribunal considers the advance paid according to Article 9.
6. In the event an Arbiter is released from his mandate before the final award, this Arbitrator may claim a reasonable compensation of the costs for his or her work. The Administrator may determine deviation therefrom. The Administrator determines the compensation.
7. In the mandate of the Arbitral tribunal is terminated before its final award the Arbitrator(s) are entitled to a reasonable compensation of the costs for his/her (their) work. The Administrator may determine deviation therefrom. The Administrator determines the compensation.

**Article 32 - Joinder, intervention and indemnification**

1. Joinder of the Arbitration with another arbitration case, as provided for in Section 1046 of the Dutch Code of Civil Procedure, is possible if the subjects of both proceedings are interlinked sufficiently.
2. A third party with interest in an Arbitration may request the Arbitral Tribunal to allow such party to join the proceedings or intervene therein.
3. A party may add a party as a third party. The Arbitral Tribunal shall not allow the third-party proceedings if the Arbitral Tribunal finds it implausible, in advance, that the third party will be required to bear the adverse consequences of a possible award against the interested Party or thinks that third-party proceedings are likely to cause unreasonable or unnecessary delay of the Arbitration.
4. The Arbitral Tribunal may allow the joinder, intervention and indemnification only after having heard the Parties and the third party thereon and if between the Parties and the third party the same Arbitration agreement applies or will apply as between the original Parties. After the allowance of the joinder, intervention and indemnification, the third party become a 'Party' in the Arbitration.
5. In the event of a request or appeal as referred to in Article 32, the Arbitral Tribunal may suspend the Arbitration. Following the suspension, the Arbitration continues as determined by the Arbitral Tribunal.

**Article 33 - Infringement of the rules**

1. In case of actions contrary to these Rules or the omission thereof, a Party shall have voiced its objections within a reasonable time. If a party does not do so promptly, the right to rely upon thereupon later shall lapse.

**Article 34 - Competent court in preliminary relief proceedings**

1. The preliminary relief judge of the District Court of Oost-Brabant has jurisdiction in the cases as referred to in Section 1027 (3) of the CCP regarding the appointment of the Arbitrator or Arbitrators, Section 1028 CCP regarding the privileged position of a Party at the appointment of the Arbitrator or Arbitrators, Section 1035 (2) CCP regarding the challenge of an arbitrator and Section 1041 (1) CCP regarding hearing a reluctant witness.

**Article 35 - Exclusion of liability**

1. TAMI, its Board, the Administrator, the Arbitral Tribunal, the Secretary, and any other bodies and/or persons involved in the Arbitration by (one of) them are both contractual and extra-contractual not liable for any damage from the own or other people's actions or non-actions or from the use of ancillary items in or with regard to an Arbitration, all the foregoing unless and in so far as compulsory Dutch law would hinder exoneration.
2. TAMI, its Board, the Administrator, the Arbitral Tribunal, the Secretary, and any other bodies and/or persons involved in the Arbitration by (one of) them are not liable for the payment of any amount not covered by the advance.

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## APPENDIX 1 COSTS

Type of costs	Financial interest	Arbitration abridged procedure	Arbitration regular procedure
Administrative costs	Any amount	€ 500	€ 500
Arbitration court-related costs	Any amount	€ 1,000	€ 1,500
The arbitrator's fee	a. Up to € 1,000,000 b. € 1,000,000 and more	a. Hourly rate € 250 Total max € 6,250 b. Hourly rate € 312 Total max € 7,800	a. Hourly rate € 250 Total max € 10,000 b. Hourly rate € 312 Total max € 12,480

- All prices are exclusive of VAT.
- The amount applies per arbitrator. Where more than one arbitrator is chosen, the aforementioned amounts apply per arbitrator.
- Both the abridged procedure as the regular procedure assume one round in writing. One hearing and a decision. If the Parties wish more procedural actions (additional written round, on-site inspection, hearing witnesses, etc.) this may result in a higher cost maximum. The Parties may make further agreements thereon, in consultation with the Arbitrator and the Administrator.
- The Parties pay an advance. If the Arbitrator(s) foresee(s) that the costs will be higher, they will request payment of a new advance.
- Any travel and subsistence expenses of the Arbitrator(s) are not included in this cost overview and will be charged separately.