



NEMZETI AGRÁRGAZDASÁGI KAMARA

ARBITRAL RULES AND TARIFF REGULATIONS

of the
Permanent Court of Arbitration
operating under the auspices of

NEMZETI AGRÁRGAZASÁGI KAMARA
(HUNGARIAN NATIONAL CHAMBER OF AGRICULTURE)

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Arbitral Rules of the Permanent Court of Arbitration Operating under the Auspices of Magyar Agrár-, Élelmiszergazdasági és Vidékfejlesztési Kamara (Hungarian Chamber of Agriculture, Food Industry and Rural Development)

SAMPLE CLAUSE:

„Concerning their disputes arising out of or in connection with the present Contract and falling under the effect of Section 59(2) of Act LX/2017 on Arbitration, such as, e.g., issues touching the conclusion, coming into force, amendment, fulfilment, breach, validity or interpretation of this Contract, the parties submit themselves to the exclusive jurisdiction of the Permanent Court of Arbitration operating under the auspices of the Hungarian Chamber of Agriculture, Food Industry and Rural Development – hereinafter called: Court of Arbitration – understanding and accepting that the Court of Arbitration shall act and proceed according to its own Arbitral Rules.”

Regarding the Court of Arbitration the parties can add to the above clause the following supplements:

- a. the number of the proceeding arbitrators shall be(one or three).
- b. in the course of the arbitral proceedings the rules of the sub-regulation on accelerated procedures shall apply.
- c. a declaration regarding succession in title as set down in Section 56 of Act LX/2017 on Arbitration.

I. GENERAL PROVISIONS

Section 1: The Court of Arbitration and its Scope of Competence

(1) The Permanent Court of Arbitration operating under the auspices of the Hungarian Chamber of Agriculture, Food Industry and Rural Development – hereinafter called: Chamber – was established on the basis of Section 32 of Act CXXVI/2012 on the establishment of the Magyar Agrár-, Élelmiszergazdasági és Vidékfejlesztési Kamara (Hungarian Chamber of Agriculture, Food Industry and Rural Development), forms part of its structure and its operating rules are defined on the basis of and in compliance with Act LV/20017 on Arbitration – hereinafter called by the Hungarian abbreviation: Bvt.) – the By-Laws and the Organization and Operating Rules of the Chamber, and the present Arbitral Rules.

(2) Pursuant on Section 59(2) of the Act on Arbitration with respect to the issues set down in the Act on the Magyar Agrár-, Élelmiszergazdasági és Vidékfejlesztési Kamara (Hungarian Chamber of Agriculture, Food Industry and Rural Development) and the

Act on Revealing and Impeding Legal Transactions Aiming to Evade the Statutory Provision Limiting the Acquisition and the Use of Cropland the Court of Arbitration of the Chamber of Agriculture and the Arbitral Tribunal appointed according to its rules shall be competent.

Section 2: Validity of the Arbitration Agreement

(1) An Arbitration Agreement shall be valid only if made in writing.

(2) The Arbitration Agreement shall be deemed to have been made in writing also in case that the party resorting to arbitration claims in his statement referring his case to arbitration or in his statement of claim that a written Arbitration Agreement exists and the other party does not protest. A reference to a document containing an arbitration clause shall also classify as a written Arbitration Agreement presuming that the clause referred to forms an integral part of the contract.

(3) Except that they agree otherwise, by stipulating the competence of the Court of Arbitration the parties shall deem the Arbitral Rules as their own agreement regulating the framework of the procedure which they consider obligatory for themselves.

Section 3: Objections to Competence

(1) Objections challenging the competence of the Court of Arbitration shall be lodged simultaneously with the filing of the defence, at the latest. The fact that the party submitting an objection to competence has appointed an arbitrator shall not deprive him of the right of filing an objection challenging the competence of the Court of Arbitration. He can do so until submitting the defence of the merits, at the latest.

(2) The proceeding Arbitral Tribunal (sole arbitrator) can accept for consideration an objection to the competence of the Court of Arbitration also after the elapse of this term if the delay in submitting the objection is considered by the Arbitral Tribunal or the sole arbitrator justified. There is no room for applying for a certificate justifying delay

- a. after the first hearing, if the party challenging it fails to submit his objection to the competence of the Court of Arbitration on the first hearing, at the latest;
- b. if the party has a legal representative and in his written statement of claim made a statement regarding the merits of the case without challenging the competence of the Court of Arbitration.

(3) As a rule, the Court of Arbitration shall judge the objections challenging its competence as a separate issue, prior to the proceedings. It is, however, also entitled to carry the proceedings and to rule regarding the objection only in its ruling on the case, as part of the ruling.

(4) It is not contrary to the stipulation of the competence of the Court of Arbitration and does not constitute a waiver in its respect, either, if any of the parties asks an ordinary court to order preliminary evidence, impose an interim measure for securing any claim, etc, to endorse a deed with an enforcement clause, or to require security. The party making such application shall inform the Court of Arbitration respectively and also notify it immediately of the relevant ruling(s) made.

II ORGANIZATIONAL STRUCTURE OF THE COURT OF REGISTRATION

Section 4: Organizational Structure of the Court of Arbitration

(1) The Court of Arbitration shall be composed of

- a. an arbitration panel (hereinafter called: Arbitration Panel),
- b. President (hereinafter called: President of the Court of Arbitration),
- c. vice presidents
- d. Presidium (hereinafter called: Presidium of the Court of Arbitration),
- e. secretariat (hereinafter called: Secretariat)

(2) The conditions for the operation of the Court of Arbitration in terms of assets and human resources shall be secured by the national operative organization of the Chamber.

(3) The operating costs of the Court of Arbitration, not including the remuneration of the arbitrators, the public burdens accruing thereupon, and the costs that according to the Arbitral Rules are to be covered by the parties, shall be paid out of the budget of the Chamber.

Section 5: Arbitration Panel

(1) The Arbitration Panel is a body of persons included in the List of Arbitrators, with the boy fulfilling also self-governing functions.

(2) The Arbitration Panel exercises its rights and authorities in the skeleton of sessions whereto all arbitrators are invited.

(3) The President of the Court of Arbitration is also the chairman of the Arbitration Panel.

(4) The Arbitration Panel

- a. executes all tasks which the Arbitral Rules vest in it as tasks falling within its scope of authority,
- b. expresses an opinion on all issues which the Presidium of the Court of Arbitration recommends to be tabled and to be put on its
- c. makes motions to the national Presidium of the Chamber as to the inclusions of new arbitrators in the List of Arbitrators,
- d. should it be necessary, then it formulates guidelines to secure the legal consistency of the awards made by the Court of Arbitration.

(5) The meetings of the Arbitration Panel are called by the President of the Court of Arbitration. It is also he who makes motions as to the agenda thereof. The President of the Court of Arbitration shall send the invitation for the proposed meeting of the a Arbitration Panel 8 (eight) days, at the latest, prior to the date designated for the meeting to all persons included in the List of Arbitrators and also to those whom they wish to invite to the meeting for any reason whatsoever. In specially justified cases the President of the Court of Arbitration may call the meeting with shorter notice.

(6) A meeting of the Arbitration Panel shall be called within 5 days following the receipt of the relevant written request of at least four persons figuring in the List of Arbitrators addressed to the President of the Court of Arbitration stating the reason and goal of the meeting and the proposed items for the agenda. A meeting to be convened as aforesaid shall be called for a date not less than 8 days from the date of issue of relevant call as such is prescribed by the general rules. If the President of the Court of Arbitration fails to fulfil his duty to call the Arbitration Panel, then any of the applicants having asked for it and figuring in the List of Arbitrators may do so.

(7) The meetings of the Arbitration Panel shall be chaired by the President of the Court of Arbitration or if he is impeded in acting, then by the General Vice-President, or if both of them are unable to act, then any of the Vice-Chairmen.

(8) The national chairman of the Chamber shall be a permanent invitee to the Arbitration Panel and shall have the right to debate.

(9) The Arbitration Panel shall have a quorum if more than half of all persons figuring in the List of Arbitrators are present thereat.

(10) Unless the Arbitral Rules provide otherwise, the Arbitration Panel shall pass its resolutions by a simple majority of those present.

(11) Unless the Arbitral Rules provide otherwise, the Arbitration Panel passes its decision by open ballot.

(12) Minutes shall be drawn up from what happens at the meetings. The minutes shall be attested by the chair of the meeting, one member of the Arbitration Panel or the attest elected by the meeting.

Section 6: President of the Court of Arbitration

(1) The Court of Arbitration elects its President from among those figuring in the List of Arbitrators, upon the basis of the nomination made by Chairman of the Chamber, by open ballot and for a term of five years. Should any member of the Arbitration Panel so request, then the President of the Court of Arbitration shall be elected by secret ballot.

(2) The mandate of the President of the Court of Arbitration shall cease upon

- a. the expiry of the term for which he has been elected;
- b. his/her death,
- c. resignation,
- d. being recalled.,

(3) The President of the Court of Arbitration can be recalled from his/her position by a resolution of the members of the Arbitration Panel passed by more than half of the members or upon the written initiative of the national chairman of the Chamber if two thirds of the Arbitration Panel vote for it by secret ballot. When establishing if there is a quorum or not the President of the Court of Arbitration shall not be taken into account.

(4) The President of the Court of Arbitration can resign from his/her position b a written declaration addressed to the Court of Arbitration. Should this happen, then the meeting of the Arbitration Panel can be convened by any member thereof.

(5) The President of the Court of Arbitration:

- a. represents the Court of Arbitration,
- b. discharges all the tasks and duties vested in him/her as tasks and duties falling into his/her competence according to the Arbitral Rules.

(6) The President of the Court of Arbitration can be elected the President or a member of the proceeding Arbitral Tribunal in the same way and under the same conditions as any other arbitrator figuring in the List of Arbitrators. In these cases the President of the Court of Arbitration cannot discharge in connection with the concrete case the duties and authorities vested in him/her as President by the Arbitral Rules or exercise the presidential rights. It they should, however be exercised, then the General Vice-President shall act in his/her stead, or if the general deputy is unable to act for any reason whatsoever, then the Vice-President in Charge of Analyzing Case Law.

(7) The remuneration due to the President of the Court of Arbitration shall be the income of the Chamber.

Section 7: Vice Presidents of the Court of Arbitration

(1) Based on the nominations made by the President of the Court of Arbitration, the Arbitration Panel shall elect three Vice-Presidents, at the maximum, for a term of five years, by open ballot. Any member of the Arbitration Panel may make motions for the election of additional Vice Presidents.

(2) The rules governing the termination of the mandate of the President of the Court of Arbitration shall apply to that of the Vice-Presidents too, according to the meaning.

(3) The rules of dividing the duties by and between if the Vice-Presidents of the Court of Arbitration and the order of substitution shall be determined by the President of the Court of Arbitration who shall simultaneously appoint Vice-President in Charge of Analyzing Case Law.

(4) The General Vice-President:

- a. shall substitute the President of the Court of Arbitration if the letter is unable to act and
- b. discharge all duties which the Arbitral Rules vest in the General Vice-President as issues falling into the General Vice-Presidents scope of duties.

(5) By analyzing all awards made by the Court of Arbitration the Vice-President in Charge of Analyzing Case Law shall make a motion to the Arbitration Panel in order that the latter formulated a guideline to secure a uniform practice. In case that the President of the Court of Arbitration and also the General Vice-President are unable to act, then the Vice-President in Charge of Analyzing Case Law shall substitute the President of the Court of Arbitration.

Section 8: Presidium of the Court of Arbitration

(1) The members of the Presidium of the Court of Arbitration are:

- a. President of the Court of Arbitration,
- a. Vice-Presidents of the Court of Arbitration
- b. of those figuring in the List of Arbitrators, six persons, at the maximum, appointed by the Arbitration Panel for terms of office of five years, at the maximum.

(2) Any of the persons figuring in the List of Arbitrators may nominate a member to the Presidium under Section (1)(c).

(3) The Arbitration Panel shall decide on the election of members to the Presidium falling under the effect of Section (1)(c) by open ballot.

(4) For the termination of the mandates of the members of the Presidium falling under the effect of Section (1)(b) and (c) the rules governing the termination of the mandate of the President of the Court of Arbitration shall apply.

(5) The Presidium of the Court of Arbitration

- a. facilitates the work of the President of the Court of Arbitration,
- b. except for specific legal disputes heard by the Court of Arbitration the, Presidium of the Court of Arbitration can take positions on all issues touching the operation of the Court of Arbitration,
- c. may elaborate legal vocational positions if the President of the Chamber so requests,
- d. through the President of the Court of Arbitration it shall report to the National Operative Management of the Chamber on the operation and case law of the Court of Arbitration,
- e. can express an opinion on the budget of the Court of Arbitration,
- f. can make a motion on drafting and amending the Arbitral Rules,
- g. elaborates recommendations regarding the amounts of penalties to be imposed.

(6) The Presidium of the Court of Arbitration elaborates its own operating rules.

Section 9: Arbitrators

(1) Arbitrators are elected by the national assembly of delegates from among professionals having at least 1 years of practice, high level legal, economic or vocational knowledge necessary for assessing and judging disputes brought before the Court of Arbitration. Arbitrators are elected by secret ballot for terms of five years.

(2) Pursuant to Section 7 of Chapter VII of the By-Laws of the Chamber an arbitrator can act in his capacity as arbitrator only following the making of the following declaration:

„I, the undersigned hereby declare that in my capacity as arbitrator of the Permanent Court of Arbitration operating under the auspices of the Magyar Agrár-, Élelmiszergazdasági és Vidékfejlesztési Kamara (Hungarian Chamber of Agriculture, Food Industry and Rural Development) I shall act and proceed independently and unbiased. I acknowledge that I cannot represent the parties in proceedings brought before the Court of Arbitration, I cannot accept instructions in the case forming the subject-matter of arbitration, and I shall treat confidentially all secrets I may come into possession of during the arbitration and shall not reveal them following the end of the proceedings, either.“

(3) All arbitrators have equal rights, they act independently and unbiased during the discharge of their duties and they are not and cannot be representatives of the parties. They cannot accept instructions in connection with the discharge of their duties as arbitrators, are obliged to observe secrecy and they shall treat confidentially both during and after the proceedings all secrets they may come in possession of; they can release no information or statement regarding cases in progress or closed.

(4) The mandate of the arbitrator shall cease upon:

- a. the arbitrator's death,
- b. his/her resignation,
- c. his/her being recalled,
- d. his/her ban from the exercise of public affairs.

(5) Arbitrators can resign from their positions by declarations addressed to the Presidium of the Court of Arbitration.

(6) If the National General Assembly makes a motion for recalling an arbitrator based on the written initiative of more than half of the members of the Arbitration Panel, then a resolution cast by three thirds of all members of the Arbitration Panel is required to withdraw the mandate of the arbitrator in question. Voting shall be by secret ballot. The arbitrator concerned shall not be counted towards establishing the quorum or the ratio of votes cast.

(7) In order to inform the clients the Court of Arbitration shall draw up a List of Arbitrators and publish it on the website of the Chamber.

(8) The List of Arbitrator shall include the family and given names of the arbitrators, their professions, qualifications, degrees and specializations.

Section 10: Secretariat

(1) Secretariat shall handle the administrative issues of the Court of Arbitration, including the filing and archiving of the documents received and discharge all other tasks and duties as may be vested in them by the present Arbitral Rules.

(2) The Secretariat works under the supervision and according to the instructions of the President of the Court of Arbitration.

III. ARBITRATION (ARBITRAL PROCEEDINGS)

General Provisions

Section 11: Seat of the Court of Arbitration and the Venue of the Hearings;

(1) The seat of the Court of Arbitration is in Budapest, at the seat of the Hungarian National Chamber of Agriculture.

(2) Venue of the hearings: the hearings shall take place at the chambers of the Court of Arbitration in Budapest. Should it be necessary or if site survey is to be made, then, at the joint request of the parties and in possession of their joint undertaking to cover excess costs, the Court of Arbitration may hold the hearing at other suitable venues, as well.

(3) Unless the parties agree otherwise, the language of the arbitration shall be the Hungarian and statements of claim and motions shall be filed in Hungarian language, too.

(4) The minutes of the hearing shall be drawn up in Hungarian and the resolutions shall be worded in Hungarian, too. The Court of Arbitration shall communicate and keep in touch with the parties in Hungarian language.

(5) If any of the parties so requests, the court shall provide for a translator or interpreter. If the Court of Arbitration makes a relevant call, the costs incurred from the involvement of a translator or interpreter shall be advanced by the party having requested the same.

(6) If the parties so request by common, the working language of the Court of Arbitration shall be other than Hungarian, presuming that such arbitrators have been selected from the Arbitration Panel who have command of the given language and undertake to hear the case and to make their award in that language or if the parties undertake to cover the costs of the interpreter. However, the award closing the procedure shall be taken in Hungarian language even in this case.

Section 12: Applications

(1) Applications requesting the institution and carrying of an arbitration procedure shall be filed in such a number of copies, that the opposed party (all opposed parties), those invited to join the procedure, all arbitrators and the Secretariat of the Court of Arbitration should receive by one. The applications and their enclosures must be sent also in electronic format. Only parties having no legal representative may be

exempted from this obligation, in very justified cases by the Arbitration Tribunal (or the single arbitrator).

(2) Simultaneously with filling them with the Court of Arbitration the parties shall send their applications to the other parties to the arbitration procedure in a certified manner (by registered mail with return receipt requested or electronically).

(3) If the Arbitration (single judge) hearing the case so requests the certified translation into Hungarian language of the applications submitted in foreign language shall also be enclosed.

Section 13: Duration of the Arbitration Procedure

The Court of Arbitration shall preferably finish the arbitration procedure within 6 months from the date of setting up the Arbitration Tribunal.

Section 14: Sending and Service of the Documents

(1) The applications and the documents of the case shall be sent to the addresses the parties have designated, either by the Secretariat or the proceeding single arbitrator, or in case of an Arbitral Tribunal, by any of the arbitrator composing the same. If the documents of the case are delivered by someone else and not by the Secretariat, then following the finish of the procedure, the documents produced shall be immediately sent to the Secretariat for archiving them.

(2) The Secretariat shall send to those concerned the statement of claim, the response, the summons and other documents of merits of the litigation and the rulings of the Court of Arbitration by registered mail with return receipt requested.

(3) The proceeding sole arbitrator may on or prior to the first hearing call the parties in writing to agree in between themselves and with the Court of Arbitration that except for the ruling of the Court of Arbitration or its decision ordering the termination of the procedure, the documents of the case may be sent by e-mail. However, the Court of Arbitration may, even if such an agreement subsists, prescribe for the parties for the delivery to be valid to send in concrete instances or from the decision onwards the documents of the case in hard copy. Irrespective of the aforesaid, the parties may, at any time they so please, send their documents to each other and the Court of Arbitration in hard copy, and this shall in all cases substitute sending the documents by e-mail.

(4) If the agreements listed in Item 3 above have not been made by the parties, the Secretariat or the proceeding arbitrator may send all documents except for the

ones set down in Item 2, by registered mail, and the notices and communications by cable, facsimile or e-mail.

(5) Copies of the electronic documents shall be handled together with the other documents of the case made in paper format.

(6) Any of the documents listed in this Section may be served personally on the parties against an acknowledgement of receipt.

(7) Unless the parties have agreed otherwise, any written communication shall be deemed to have been received when

- a. it was handed over to the addressee personally,
- b. has been delivered to the seat, business premises or domicile (hereinafter collectively called: seat), ordinary place of stay or postal address of the addressee.

(8) If receipt of the written communication as shown in Item (6) cannot be proved by reasonable search then, unless the parties have agreed otherwise such communication shall be deemed to have been received if it was sent by registered mail to and an attempt of services was made at any of the last known place of business, residence, usual place of stay or postal address of the addressee. A communication so sent to a domestic address shall be deemed served on the 8th day following dispatch, to a foreign address, then on the 15th day.

Section 15: Arbitration Fees and Costs

(1) The parties can take part in the arbitration personally, through their lawful representatives or legal representatives appointed under powers of attorney.

(2) The parties chose their legal representatives at their discretions from among those who are entitled to act as such in Hungary.

(3) Arbitrators figuring in the List of Arbitrators cannot be legal representatives in proceedings considered by the Court of Arbitration.

(4) A former arbitrator cannot act as a legal representative at the Court of Arbitration within 6 months from the termination of his mandate as arbitrator.

Section 16: Applicable Law

(1) Unless the parties agree otherwise, the Arbitration Panel or the sole arbitrator considering the case – hereinafter called: Arbitral Tribunal - shall apply the Hungarian

substantive law in the procedure. All legal acts of the EU that are directly applicable and obligatory to observe in Hungary shall be deemed as part of the Hungarian law.

(2) The Arbitral Tribunal can judge the case based on equity (*ex aequo et bono*) or act as conciliators (*amiable compositeur*) only in case that the parties explicitly authorize the Arbitral Tribunal to do so.

(3) The Award of the Arbitral Tribunal shall be in conformity with the terms and conditions of the contract serving as the basis for the dispute, the statutory provisions applicable thereto, the commercial customs and the Ethical Regulations of the Chamber.

(4) In case that any of the parties behaves in a way that is in breach of the principle of good faith set down in Section 5 of Act CXXX/2016 (the Act on Civil Procedure, Pp. by its Hungarian acronym) then the Arbitral Tribunal may impose on this party a penalty according to Section 160 of Pp.

Section 17: Interim Measure and Preliminary Measure

(1) The Arbitral Tribunal may, at the request of any of the parties, grant interim measure in the form of an order.

(2) By the interim measure the Arbitral Tribunal may, prior to the issuance of the award by which the dispute is finally decided, order any of the parties

- a. to maintain or restore any state until the close of the debate;
- b. to take action that would prevent, or refrain from taking action that is likely to cause current or imminent harm or prejudice to the arbitral process itself;
- c. to provide a means of preserving assets out of which a subsequent award may be satisfied
- d. to preserve evidence that may be relevant and material to the resolution of the dispute.

(3) The party requesting an interim measure under Items (2) a), b) and/or c) shall satisfy the Arbitral Tribunal that

- a. harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted and
- b. there is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the Arbitral Tribunal in making any subsequent determination.

(4) Simultaneously with his/her request for an interim measure the party requesting such measure may ask the Arbitral Tribunal to oblige the other party by a preliminary measure to do or refrain from doing something, so that the goal of the requested interim measure would not become impossible.

(5) The Arbitral Tribunal may adopt a preliminary measure, if it deems that informing the party against whom an interim measure is sought may entail the risk that the goal of the interim measure would become impossible.

(6) A preliminary measure shall lose force after the elapse of twenty days from its date of issue.

(7) The Arbitral Tribunal may include its preliminary measure in an interim measure, and can modify it after it has been announced to the party against whom the measure in question was sought and this party has expounded his/her views respectively.

(8) The regulations applicable to interim and preliminary measures shall be applied according to the meaning of the relevant provisions of Vbt.

Section 18: Secrecy of the Determination of the Arbitral Tribunal

(1) The Arbitral Tribunal cannot give any information on pending arbitral processes the determinations and awards made or their contents.

(2) By stipulating the competence of the Court of Arbitration the parties covenant to adhere to the contents of this section and to make others to adhere it, too.

Section 19: Waiver of the Right to Object the Infringement of the Arbitral Rules

A failure by any party to object promptly to any non-compliance with these Rules, or with any requirement of the Arbitration Agreement or any provision of the Act on Arbitration allowing a different understanding between the parties shall operate as a waiver by the party in question, if he/she continues to participate in the arbitration process, or if a term for such objection is set then fails to file his/her objection within such term.

Special Regulations Applicable to the Arbitral Process

Section 20: Constitution of the Arbitral Tribunal; Sole Arbitrator

(1) As a rule, the Arbitral Tribunal is of three members, of which both of the parties appoint one arbitrator from among those figuring in the List of Arbitrators. Any of

the parties may ask the President of the Court of Arbitration to appoint an arbitrator instead of that party.

(2) The arbitrators appointed by the parties or the President of the Court of Arbitration shall elect from those with legal qualification in the List of Arbitrators the Presiding Arbitrator, and from the moment, the Presiding Arbitrator has been elected the Arbitral Tribunal is deemed to have been constituted.

(3) At the joint request of the parties or if in the Arbitration Agreement they have agreed so, the Court of Arbitration can be composed of a sole arbitrator. Only arbitrators with qualification in law can act as sole arbitrators. The powers and authorities of the sole arbitrators are the same as those of the Arbitration Panel of three; the act and proceedings of the sole arbitrator are regulated by the provisions of the Arbitral Rules relating to the Arbitral Tribunal and the Presiding Judge according to the meaning even if the same do not specifically provide so. From the moment he/she has been elected or appointed as proceeding sole arbitrator and, thus, the proceeding Arbitral Tribunal has been constituted, the proceeding sole arbitrator may exercise all the powers and authorities vested in him/her by the Arbitral Rules.

(4) From the moment of the constitution of the proceeding Arbitral Tribunal the acts necessary for the conduct of the arbitration process shall be executed thereby. The Arbitral Tribunal may, if so wishes, use the services of the Secretariat.

(5) The Secretariat shall immediately notify the parties of the proceeding Arbitration Panel when such has been constituted.

(6) Unless the parties explicitly exclude the opportunity, the Presiding Arbitrator shall be entitled to take measures related to the conduct of the proceedings that have no influence on the merits of the award to be made in his/her own scope of authority. Such measures and acts are, e.g., to reasonably amend the term set for submitting the documents of the case, to address a call to the party or parties who have failed to meet their procedural obligations, etc.).

Section 21: Method of Acting

(1) The Arbitral Tribunal shall proceed in issues not regulated by mandatory regulations of the Act on Arbitration in conformity with the provisions of these Arbitral Rules. In case of an accelerated arbitral process the proceeding Arbitral Tribunal shall act with care being paid to the deviations prescribed for such process. As regards procedural issues not covered by the mandatory provisions of the Act on Arbitration and these Arbitral Rules, if the parties give no concordant special instructions, then the Arbitral Tribunal shall act according to their own discretion

taking into consideration the general procedural principles taken the legal relation between the parties.

(2) In the course of the proceedings the equality of the parties and the principle of equal treatment shall be observed as well as the right of all parties to have access to and get the opportunity to become familiar with the documents of the arbitral proceedings, the statements of claim made by other parties, the procedural measures taken by the Arbitration Panel, etc. and if he/she so requests, to expound his/her views in the course of the arbitration process.

(3) The Arbitration Panel shall for an amicable solution (settlement) to be reached by the parties in the course of the arbitration proceedings.

Section 22: Appointment of Arbitrators

(1) Each party is entitled to appoint an arbitrator from those figuring in the List of Arbitrators and none of the parties can be deprived of this right or hindered in its exercise. If there is any limitation to the exercise of the right of appointing an arbitrator, it can be neglected.

(2) The Claimant shall appoint his/her arbitrator in his/her statement of claim. The Respondent shall have thirty days from the receipt of the statement of claim for appointing an arbitrator, even in case that he challenges the competence and authority of the Court of Arbitration and submits his defence with delay.

(3) The explicit agreement of the parties is not required if the dispute is to be decided upon by a sole arbitrator, if in his/her defence the Respondent consents to the arbitrator to be appointed by the Claimant or the President of the Court of Arbitration to proceed as sole arbitrator.

(4) In the event that the Claimant nominates no arbitrator in his statement of claim, and does not ask the President of the Court of Arbitration to appoint one in his stead, then the latter shall call him to remedy his/her failure. If the Claimant fails to remedy his/her failure within the term set by the President of the Court of Arbitration therefor, then the President of the Court of Arbitration shall terminate the proceedings. In the event that the Respondent fails to appoint an arbitrator within thirty days after the receipt of the statement of claim, then the President of the Court of Arbitration shall appoint an arbitrator in his stead presuming that the Respondent has made a statement beforehand that he would submit himself to the jurisdiction of the Court of Arbitration. The President of the Court of Arbitration shall appoint also the Presiding Arbitrator of the Arbitration Panel if, within 15 days after having accepted their nominations the arbitrators fail to elect one.

(5) In case that the arbitrators nominated by the parties or the President of the Arbitration Panel elected by the former do not accept to discharge their duties as such, or are unable to act for any reason whatsoever, then the Court of Arbitration shall call the party concerned (if such party did not nominate a new arbitrator on his/her own initiative) to nominate one. A term of fifteen days shall be allowed. The arbitrators shall have fifteen days to nominate a President. If the term designated elapses without result, then the arbitrator the President of the Arbitration Panel still not nominated shall be appointed by the President of the Court of Arbitration.

(6) If the peculiarities of the economic relations so justify (e.g., the one party is a family holding or an integration, then at the request of the Claimants or Respondents the statements of claims can be considered in one single arbitration proceedings, presuming that the parties have made their statements of submitting themselves to the exclusive competence of the Court of Arbitration beforehand and the same merits of the case form the subject-matter of the proceedings.

(7) In case that the several Claimants or Respondents cannot agree on the person of the arbitrator to be jointly nominated by them, then presuming that the parties have made their statements of submitting themselves to the exclusive competence of the Court of Arbitration beforehand then the arbitrator that would have otherwise been nominated by them can be appointed by the President of the Court of Arbitration taking into consideration the recommendations of the parties.

Section 23: Challenge Against the Person of the Arbitrators or the Presiding Arbitrator

(1) Any of the parties may challenge the person of the arbitrator or the Presiding arbitrator, if such circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence. A party may challenge the arbitrator appointed by him/her only for reasons of which he/she become aware after the appointment has been made. The challenge cannot aim impeding the other party in exercising the free choice of arbitrator.

(2) The arbitrator or the Presiding Arbitrator shall immediately notify the other members of the Arbitration Panel and the sole arbitrator to the Chairman of the Court of Arbitration if they become (he/she becomes) aware of a circumstance that is not compatible with their/his/her impartiality or independence.

(3) Concerning the challenge made by any of the parties and concerning the notification made by an arbitrator or the Presiding Arbitrator the rest of the member of the Arbitration Panel shall decide. If they cannot reach an agreement, or if a challenge was made against two arbitrators or the sole arbitrator composing the Arbitration Panel, then the President of the Court of Arbitration shall decide

regarding the challenge. Challenges filed prior to the constitution of the Arbitration Panel shall also be decided upon by the President of the Court of Arbitration.

(4) If a decision that honours the challenge or approves the notification is taken, then the new arbitrator or, as the case may be, Presiding Arbitrator, or sole arbitrator shall be elected or nominated as the Arbitration Rules prescribe. The Arbitration Panel handling the case shall decide at the request of the party or ex officio, whether the parts of the hearing that have taken place until then, must or not be repeated.

(5) The provision of this Section shall apply also to experts according to the meaning.

(6) Challenges, if any, must be made within 15 days after learning the composition of the Arbitration Panel, or on the first hearing, at the latest. Thereafter a challenge can only be filed if the circumstances giving grounds to arise at some later date. No motion of challenge can be submitted, however, after the close of the hearing.

Section 24: Cessation of the Appointments of Arbitrators (Presiding Arbitrators)

(1) Following the finish of arbitration, the mandates of arbitrators and the Presiding Arbitrator shall cease, which shall not, however, exempt the proceeding arbitrator(s) (or, Presiding Arbitrator, as the case may be) from their obligations to discharge the procedural acts set down in Items (5) and (7).

(2) The mandates of the arbitrator(s) and the Presiding Arbitrator in the proceeding Arbitration Panel shall cease also if

- a. the Presiding Arbitrator shall be unable to discharge his/her duties for any reason whatsoever
- b. he/she resigns from his position in the Arbitration Panel,
- c. according to the judgment of the President of the Court of Arbitration he/she is incapable of the discharge of the duties of an arbitrator or, as the case may be, Presiding Arbitrator.
- d. the parties agree on the termination of the mandate.

(3) The mandate of the Presiding Arbitrator in the Arbitration Panel shall also cease if the challenge against him/her is considered justified.

(4) If the mandate of the Presiding Arbitrator in the Arbitration Panel ceases, then a new arbitrator shall be nominated and a new Presiding Arbitrator shall be elected according to the present Arbitration Rules. The fact that an Arbitrator nominated by the parties before has been successfully challenged shall not affect the Presiding Arbitrator's remaining in his/her position.

(5) The arbitrator (Presiding Arbitrator) participating in the taking of the judgment shall participate in any procedure aiming the supplementation or the correction (rectifying) of the award without extra pay.

(6) If during the arbitral proceedings there is a change in the arbitrator appointed by any of the parties (or the Chairman of the Court of Arbitration in his stead) or in that of the Presiding Arbitrator, then the arbitrators concerned shall agree among themselves on the distribution of the remuneration. If they fail, then the President of the Court of Arbitration shall decide. If the parties jointly ask for an arbitrator to be recalled then the arbitrator's fee already advanced (or a pro rata part thereof shall be due to the arbitrator) and the parties shall, unless they agree otherwise pay the remuneration of the new arbitrator half-half.

(7) In case that the award of the Court of Arbitration is deemed invalid, the members of the Arbitration Panel shall continue to consider the case. If there is a change in the person of the arbitrators then the arbitrators concerned shall agree on the division of the remuneration or, if they are unable, the President of the Court of Arbitration shall decide

Selection 25: Initiation of the Arbitral Proceedings

(1) The Arbitral Proceedings shall start the day following the filing of the Statement of Claim with the Secretariat of the Court of Arbitration and the crediting of the arbitral fee on the bank account of the Court of Arbitration.

(2) Date of filing the Statement of Claim:

- a. date of filing with the Secretariat of the Court of Arbitration or
- b. in case of postal delivery the day of receipt by the Secretariat (the date of their stamp of receipt)

(3) The Statement of Claim and its enclosures shall be submitted at the Secretariat of the Court of Arbitration in one original hard copy and also in electronic format. If additional copies are needed, copying shall be the duty of the Secretariat of the Court of Arbitration.

(4) The Secretariat of the Court of Arbitration shall send the Statement of Claim to the Respondent(s) by registered mail, with return receipt requested to the latter's/ latters' address as designated by the Claimant.

(5) The advance payment for the fee of the arbitral proceedings charged by the Secretariat to the Claimant shall be paid by the latter to the bank account of the Court of Arbitration designated by the Secretariat, within the term set for payment.

Section 26: Formal Requirements Statements of Claims Must Fulfil

A Statement of Claim shall include:

- a. the accurate names and addresses, electronic contact data (e-mail address and phone number) of the parties in a way that they could not be confused,
- b. the data justifying the competence of the Court of Arbitration,
- c. the explicit Statement of Claim of the Claimant,
- d. the legal basis for the Statement of Claim and the description of the fact on which the Claimant bases his claim and reference to the underlying evidence,
- e. the value disputed,
- f. the family and given names of the arbitrator nominated by the Claimant or an application to the President of the Court of Arbitration so that the latter appointed one,
- g. a list of the documents enclosed to the Statement of Claim (Table of Contents),
- h. the signature of the Claimant or the person authorized for the Claimant's representation. In case of representation, a copy of the Extract from the Trade Register or a power of attorney should be enclosed.

Section 27 Value of the Dispute

(1) The value of the dispute shall be defined by as follows:

- a. in case that the claim refers to money, then the amount claimed,
- b. if the claim aims the handing over of some assets then the value thereof,
- c. if the claim aims the establishment of something or prohibiting some act, then the value of the legal relation shall, as a rule, be the amount that the Claimant accepts as settlement of his/her claim against the Respondent,
- d. if the Statement of Claim concerns some lease agreement or other durable or periodical services, then the contractual amount or the rental for one year,
- e. in case of Statement of Claims that are against some corporate resolution, the value concerned by the resolution challenged or, in lack of that, the pro rata share of the Claimant in the subscribed capital of the Company,
- f. if the claim is for the evacuation of some immovable property, then the sum of one year's rental.

(2) When establishing the value of the dispute the value that subsisted at the time of submitting the Statement of Claim shall be authoritative. If, following the filing of the Statement of Claim the Claimant modifies his/her claim increasing the amount thereof compared to the original one, then he/she shall supplement the procedural fee already paid pro rata to the increase of the claim within 5 days.

(3) If a Statement of Claim contains several claims, then the value of each shall be established separately. In these cases the value of the dispute shall be the total of the individual claims.

(4) In his/her Statement of Claim the Claimant shall indicate the value of the dispute even if the Statement of Claim or any part thereof is not of pecuniary nature.

(5) In case that the Claimant failed to indicate the value of the dispute or indicated it incorrectly then, the Court of Arbitration shall correct it on the basis of the data available to it ex officio or at the request of the Respondent.

Section 28: Rectification of the Insufficiencies of the Statement of Claim

(1) If, according to the judgment of the Court of Arbitration the Statement of Claim does not comply with the requirements of the present Arbitral Rules, then setting a term therefor, may call the Claimant to supplement the insufficiencies recognized. The term set for the Claimant to remedy these insufficiencies cannot be longer than 30 days after the receipt of the relevant call. If the Claimant remedies the insufficiencies within this term then that day shall count s the date of filing the Statement of Claim on which it was originally submitted, irrespective of the remedy process.

(2) If the Claimant neglects the call for remedying insufficiencies, then the President of the Court of Arbitration shall terminate the proceedings by an order.

Section 29: Statement of Defence

(1) Following the launching of the arbitral process the Secretariat shall notify the Respondent of the Proceedings and send him/her a copy of the Statement of Claim and its enclosures, the Arbitral Rules and the List of Arbitrators.

(2) Simultaneously, the Secretariat shall call the Respondent to file with the court within thirty days after the service of the Statement of Claim on him/her an original copy of his/her Statement of Defence and to send it electronically, too, including the evidence, too. At the request of the Respondent can be extended by fifteen days, at the maximum, with the Claimant being informed respectively. The provisions regulating the contents of the Statement of Claim shall apply according to the meaning to the contents of the Statement of Defence, too. The Statement of Defence shall be transferred to the Claimant and the Arbitral Tribunal by the Secretariat.

(3) Should the Respondent fail to submit his/her Statement of Defence within the prolonged term set by the Court of Arbitration, then the Arbitral Tribunal shall base its award on the documents and evidence available, but shall not deem the failure by the Respondent to submit a Statement of Defence in itself as an acknowledgement of the claims and statements made by the Claimant.

(4) The Respondent shall, by all means, nominate an arbitrator or ask the President of the Court of Arbitration to do it in his/her stead within thirty days after the receipt

of the Statement of Claim. If he/she fails to, then the provisions regulating the nomination and appointment of arbitrators shall apply.

Section 30: Amendment of the Statement of Claim or the Statement of Defence

The parties may, at any point of time during the arbitral proceedings until its close amend or modify their Statements of Claim or Statements of Defence unless in view of the delay that would be caused thereby or any other legal disadvantage that could result therefrom the Arbitration Panel deems it unacceptable.

Section 31: Preparation of the Hearing by the Arbitration Panel

(1) The Arbitration Panel shall control the measures taken in order to prepare the hearing, and should it be necessary, then it shall take additional preparatory measures, e.g., calls the parties to submit written statements, evidence and supplementary documents. The Arbitration Panel shall decide what additional applicant must or may the parties submit in addition to their Statements of Claim and Statements of Defence and what is the term open for this.

(2) In the event that any of the parties fails to honour the call of the Arbitration Panel as described in Item (1) above within the term set by it, then the Arbitration Panel may issue its award on the basis of the documents available. The Court of Arbitration shall call the attention of the parties to this fact in the call, if, however fails to include this warning in the call it shall not hinder the Court of Arbitration in making its award.

(3) Measures regarding the preparation and holding of the hearing and the summoning of the parties thereto shall be handled by the Secretariat of the Court of Arbitration upon the instruction of the Presiding Arbitrator of the Arbitration Panel.

Section 32: Summons to the Hearings

The parties shall be notified of the place, date and accurate time of the arbitration by way of summons. Summons shall be sent so that each party should have fifteen days, at the minimum, for getting prepared for the hearings and to arrive to its venue.

Section 33: Change in the Person of the Parties and Joining in the Proceedings

(1) If the Arbitral Tribunal so deems that the effect of the Arbitral Agreement covers the successor in title of a party, as succession in title took place in the legal relation forming the subject-matter of the proceedings, then the successor in title can act and proceed in the stead of the predecessor in title as party to the proceedings. Should this be the case, then based on the application of the predecessor in title and with the

consent of the party of opposed interest the predecessor in title must be freed from the proceedings and the proceedings must be terminated in his/her respect.

(2) The successor in title of the Claimant can join in the proceedings, and the Claimant can extend the claim to concern the successor in title of the Respondent. For the successor in title of the Claimant to be allowed to join in the proceedings a written statement by the Claimant is required, and for the involvement of the successor in title of the Respondent in the proceedings a written consent by both parties. No consent is required if any of the parties joins in the proceeding because its/his/her predecessor in title was wound up with a successor in title, was transformed or died. Succession in title must be proved in each case.

(3) The procedural acts completed until the release of the predecessor in title from the proceedings and the awards made shall be binding for the successor in title.

(4) Should any of the parties so request, the Arbitral Tribunal shall inform anyone, who has legal interest in the outcome of the proceedings that such person can join in the proceedings in order to support the party of the same interest to win. The application to join in the proceedings shall be submitted in such number of copies that each party should receive by one and the Court of Arbitration four copies.

(5) The Arbitral Tribunal considering the case shall rule on allowing or not another person to join in the proceedings by way of a resolution. No appeal lies against its ruling.

(6) The party joining in the proceedings may submit evidence, take part in the hearing and in any act the aim of which is to make a site survey.

Section 34: Presence at the Hearing

The hearings are not public. Except for the Presiding Arbitrator and the members of the Arbitral Tribunal, the representatives of the parties, the keeper of the minutes, the helpers of the Arbitral Tribunal, the interpreter and the President of the Court of Arbitration only such person can be present whose presence was consented to by the Arbitral Tribunal and all the parties to the proceedings. The names of all being present on part of any of the parties shall be recorded in the minutes.

Section 35: Participation in the Hearing

(1) The hearing of the Arbitration Panel can be held in the absence of the party who was duly informed of the place and date of the hearing but did not appear.

(2) A party may ask for the hearing to be held in abstentia.

Section 36: Consideration of the Case Without Oral Hearing

(1) Unless there is an agreement to the contrary, with the exception described in Section 3, the Arbitration Panel shall decide whether it shall hold a hearing for the standpoints and evidence to be presented or consider the case without that.

(2) If the parties ask for it concordantly, then the Arbitration Panel shall make its award without a hearing, based solely on the documents available.

(3) If any of the parties so request, the Arbitral Tribunal may hold a hearing in any corresponding phase of the proceedings even if the parties have otherwise agreed not to have a hearing.

Section 37: Counter Claim and Protest against Set-off

(1) The Respondent may, until the close of the hearing, submit a counter claim against the base Statement of Claim, if the Court of Arbitration is competent for considering the counter claim. If, due to the unreasonably lengthy counter claim the proceedings last too long, the Arbitral Tribunal may oblige the Respondent to reimburse the Court of Arbitration or the other party for the extra costs the latter or any of them may have incurred as a result.

(2) Counter claims are regulated by the same provisions as the base claims.

(3) The Respondent is entitled to submit a Protest against Set-off for overdue uniform claims it may have against the Claimant, if the Court of Arbitration is competent for considering such protest. The same provisions shall apply for the Protest against Set-off as for the base Statement of Claim.

(4) The Arbitral Tribunal may consider the Counter Claim filed with undue delay separately and to refuse to consider any Protest Against Set-Off if it was submitted unreasonably late.

Section 38: Evidence

(1) Each party shall have the burden of proving the facts relied on to supports his/ her claim or defence. The Arbitral Tribunal may call the parties to present additional evidence, order expertises to be obtained, ask evidence to be provided by third persons and order the hearing of witnesses.

(2) Written evidence shall be submitted in such a number of copies that each of the parties should receive by one and the Arbitral Tribunal should have four copies. Should the Arbitral Tribunal so desire, it may also oblige the parties to submit original documents.

(3) In the event that the party obliged to present any evidence fails to do so until the term set by the Arbitral Tribunal, then the Arbitral Tribunal may make its award on the basis of the data and evidence available to it.

(4) The method of evidence is set by the Arbitral Tribunal. The arbitrators shall consider and assess evidence according to their vocational convictions.

(5) The Arbitral Tribunal shall appoint an expert if any of the parties so require to obtain a written expertise from him on issues worded by the Arbitral Tribunal which shall inform the parties of its order involving an expert in the proceedings by sending a duplicate copy thereof.

(6) The parties shall furnish for the expert all material information and present for inspection all important documents and products he/she may need. All disputes and disagreements between any of the parties and the expert on whether the expert rightfully asked for a piece of information or the presentation of something shall be referred to the Arbitral Tribunal for decision.

(7) Following its receipt the expertise shall be sent by the Court of Arbitration to all parties granting them the opportunities to make their notes and remarks. Any of the parties may inspect any document on which the expert's opinion relies.

(8) Following the presentation of the expertise the expert can be heard also at the hearing if any of the parties so request and the parties can pose questions to the expert. Any of the parties may also invite expert witnesses to this hearing to render evidence regarding disputed issues. The provisions of Section 32 shall apply for the proceedings.

(9) If evidence by expert has been ordered the Arbitral Tribunal shall oblige the parties to pay the emolument of the expert and the related costs in advance. As a rule the parties pay these amounts half-half. If any of the parties fail to make the advance payment for the emolument of the expert and the costs until due date, the other party shall pay thereof. If expert evidence fails by reason of failing to make the advance payment as aforesaid, the Arbitral Tribunal shall make its award on the basis of evidence available.

(10) The Arbitral Tribunal shall decide on the division of or on who is to pay expert's costs and the related expenditure in their award closing the proceedings.

(11) The presence of witnesses at the hearing shall be secured by the party in whose interest they are to appear.

(12) In the event that the evidence aims the conduct of a site survey, or a site survey is necessary in the opinion of the Arbitral Tribunal, then the Arbitral Tribunal shall notify the party who has the burden of proof of the desire of the Arbitral Tribunal to have a site survey made. The obligee shall provide for the survey to be executable. Should no site survey be carried out, then the Arbitral Tribunal shall make its award on the basis of the evidence available.

Section 39: Postponement of a Hearing and Suspension or Adjournment of the Proceedings

(1) The Arbitral Tribunal can, at the joint request of the parties, or until the onset of an event that is material from the point of view of making the award, suspend the proceedings, but such suspension cannot be for a term longer than four months. If the Claimant asks for the suspension of the proceedings still prior to the constitution of the Arbitral Tribunal, then the rights of the Arbitral Tribunal set down in this Section shall be exercised by the President of the Court of Arbitration.

(2) The Arbitral Tribunal can, at the joint request of the parties order the adjournment of the proceedings. During the period of the adjournment the proceedings shall be continued if any of the parties so request. After the elapse of 180 days from the start of adjournment the proceedings shall terminate. 50 per cent of the remuneration due and payable to the arbitrator(s) shall be paid back in the event that the proceedings are terminated by way of adjournment. The parties may lodge an application for adjournment on the first hearing, at the latest.

(3) The proceedings shall be continued following a relevant application or after the elapse of the term of suspension.

(4) The proceedings shall be continued following a relevant application or after the elapse of the term of suspension.

Section 40: Minutes of the Arbitral Hearing

(1) The Arbitral Tribunal shall draw up minutes of the hearing. The minutes shall contain the following:

- a. name of the Court of Arbitration,
- b. case number,
- c. venue and date of hearing,
- d. names of the parties and their representatives,
- e. names of the persons appearing at the hearing on part of the parties,

- f. recording the participation or absence of the parties,
- g. family and given names of the arbitrators, the Presiding Arbitrator, witnesses, experts, interpreter and other persons taking part in the hearing,
- h. brief description of the hearing,
- i. claims of and the most important statements by the parties,
- j. reference to the reasons for the adjournment of the hearing or the closing of the proceedings,
- k. signatures of the arbitrators.

(2) The parties may inspect the minutes. If a party so request, the Arbitral Tribunal may order to correct or to supplement the minutes.

(3) If they so request, copies of the minutes shall be given to the parties or sent to them at least electronically.

Section 41: Closure of the Arbitral Proceedings

(1) The Arbitral Tribunal shall close the proceedings either by an award or order.

(2) The Arbitral Tribunal shall make an award if it decides upon the dispute on the merits, or the parties ask for an award approving their understanding to be issued.

(3) Prior to the closure of the proceedings, the Arbitral Tribunal may make an interim or partial award, too.

Section 42: Making the Award

(1) If the Arbitral Tribunal believes that the circumstances of the dispute are properly cleared, then it shall declare the evidence finished. Following the hearing of the statements of the parties it shall close the hearing and make its award. In the event that the Arbitral Tribunal held no hearing, then it may refrain from the formal closure of the proceedings, but it can make an award only in the event that it had called the attention of the parties that it may make an award of the merits solely on the basis of the documents available without holding a hearing.

(2) Awards shall be made by a simple majority of the votes cast, at a closed meeting.

Section 43: Contents of the Arbitral Award

(1) The arbitral awards shall contain the following:

- a. name of the Court of Arbitration,
- b. case number,
- c. place and date of making the award,

- d. the names of the parties and other persons who have participated in the proceedings,
- e. brief description of the subject-matter of the dispute and the circumstances of the case,
- f. decision upon the Statements of Claims,
- g. insofar as any of the parties ask for a ruling to be made in this respect, then a decision concerning the costs of the proceedings: their amount and division between the parties,
- h. reasons,
- i. family and given names of the arbitrators, (sole arbitrator),
- j. signatures by the arbitrators.

(2) Arbitrators cannot refuse signing their award.

(3) The arbitrators may give written special opinions regarding the award, which shall be enclosed to the documents of the case in closed envelope. In justified cases the President of the Court of Arbitration may allow access to it.

(4) If there is no term set in the award for fulfilment then immediate fulfilment is required.

Section 44: Announcement of Arbitral Award

(1) The Arbitral Tribunal shall communicate its award set down in writing and stating the reasons, thirty days, at the maximum after the closure of the oral hearing. The awards shall be made available by the Secretariat of the Court of Arbitration in writing and if any of the parties so requests in electronic format, too.

(2) If the award holds no hearing, then, following the clarification of the merits of the case, the award shall be forthwith put down in writing and communicated to the parties.

(3) If, taken the nature of the case it is possible, then the award made by the Arbitral Tribunal shall be announced and communicated to the parties present at the oral hearing directly following the closure thereof, orally, and those absent shall be notified of the award in writing. In this case the Arbitral Tribunal may also announce orally only the operative part of the award, and to communicate to the parties the reasons within thirty days after the closure of the hearing.

(4) In specially justified cases the President of the Court of Arbitration may prolong the terms fixed in this Section.

Section 45: Supplementation and Correction of the Award

(1) Based upon the relevant application of the parties filed within thirty days after receipt of the arbitral award, the Arbitral Tribunal may make a supplementary award in case if the arbitral award does not provide for all claims of the parties. The application for the supplementation of the arbitral awards shall be sent also to the opposed party, who has 15 days to comment on it. A hearing shall be held to consider the case only in case that such is justified with a view to secure the interests of the opposed party.

(2) In the event that the Arbitral Tribunal deems the application for the correction of the awards justified, then within sixty days or, if it is necessary, on the very day of the hearing, it shall make a supplementary arbitral award.

(3) The Arbitral Tribunal shall correct the obvious mistakes as to facts and circumstances that do not affect the merits of the case and also the calculation mistakes either at the request of any of the parties submitted within thirty days after the service of the award, at the latest, ex officio. The other party must be informed of the request.

(4) The award regarding the supplementing of the award of the Arbitral Tribunal or the ruling ordering its correction shall form part of the supplemented or corrected award. No cost shall be charged on the parties for the supplementation or the correction of the arbitral award.

(5) The above provisions regulating the supplementation of correction of the award shall apply according to the meaning to supplementing and correcting the interim or partial awards or the order for the closure of the proceedings.

Section 46: Execution of the Arbitral Award

An arbitral award has the same force as a final court judgment. The award of the Court of Arbitration is final and mandatory: no appeal or supervision request lies against it. The parties are expected to comply with its contents. As regards its enforcement, the statutory provisions governing the execution of court orders shall apply.

Section 47: Termination of the Arbitral Proceedings without the Making of an Award

(1) In case that the Arbitral Tribunal makes no award in the case heard thereby, it shall close the proceedings by an order.

- (2)** The Arbitral Tribunal shall adopt an order on the termination of the proceedings if
- a. the Claimant has withdrawn his/her application, if the Respondent makes a challenge and the Arbitral Tribunal acknowledges a lawful interest in the final closing of the debate.
 - b. the parties have come to an understanding which the Arbitral Tribunal approves without making an award,
 - c. the parties agree upon the termination of the arbitral proceedings,
 - d. the conditions for the consideration of the case in the merits miss and by all probabilities they cannot be secured during a short period of time and the parties have been notified respectively,
 - e. the Arbitral Tribunal believes that there is no need for continuing the proceedings or it is simply impossible,
 - f. the proceedings has terminated due to suspension, or
 - g. the Arbitral Tribunal finds that it lacks competence.

(3) for the order the provisions of Sections 43 through 47 shall apply according to the meaning In the event that the Arbitral Tribunal has not constituted yet, then except for Section 2, items "d" and "e" the President of the Court of Arbitration shall adopt the order terminating the proceedings.

Section 48: Rules Regulating Accelerated Proceedings

(1) The regulations included in these section having the title Rules Regulating Accelerated Proceedings shall apply, if the parties so agree in their Arbitral Agreement.

(2) If the Rules of this section shall be applied then the Arbitral Rules shall apply accordingly, i.e., with the deviations set down.

(3) The term allowed for the Respondent to rectify his/her insufficiencies cannot exceed 10 days calculated from the receipt of the relevant call. The Respondent has fifteen days for submitting his/her answer for the Statement of Claim from the moment that he has received it from the Court of Arbitration. If the term open for submitting the Statement of Defence elapses without result, the supplementary term granted ex officio or at the request of the Respondent cannot be longer than eight days. If a hearing is held as set down in Item 8, then the summons shall be sent so that each party should have at least seven days for preparing for the hearing.

(4) Unless the parties agree otherwise, the accelerated proceedings shall be heard by a sole arbitrator. If, instead of a sole arbitrator the parties decide to resort to an Arbitral Tribunal, then the Arbitral Tribunal shall be constituted according to the provisions of Section 22. The regulations in the present Section regarding the sole arbitrator shall be applicable also to the Arbitral Tribunal.

(5) If the parties do not submit concordant statements concerning the person of the sole arbitrator until the deadline for the filing of the Statement of Defence, then, in an additional eight days the President of the Court of Arbitration shall appoint the sole arbitrator hearing the case.

(6) The Secretariat shall inform the parties in writing of the accelerated nature of the proceedings and the relevant Arbitral Rules (notification of the proceedings).

(7) The sole arbitrator shall rule the case without oral hearing, based upon the written statements and applications by the parties. Following the filing of the Statement of Claim and Statement of Defence the parties may be allowed to submit one application each and no more and a fifteen days' term, at the maximum, can be allowed for it. On the eighth day following the elapse of the term for submitting the last application or statement the proceedings shall be closed without any special order of closure.

(8) Contrary to the provisions of Item (7) a hearing shall be held in the case, if

- a. until the expiry of the term for submitting the Statement of Defence, any of the parties asks in writing for a hearing to be held, or
- b. the sole arbitrator deems it appropriate.

(9) If an expert needs to be involved in the case, then, from the adoption of the order appointing the expert the proceedings shall continue without taking account of the regulations in the present Section. However, the sole arbitrator, who has started to hear the case shall continue to proceed. The procedural acts that have been taken previously shall remain in force.

(10) The written award including the reasons shall be served on the parties within fifteen days after the closure of the proceedings.

(11) If it is practicable, the Arbitral Tribunal shall close down the accelerated proceedings within one hundred days after the receipt of the Statement of Claim.

(12) In accelerated proceedings the Claimants shall transfer to the bank account of the Court of Arbitration simultaneously with the filing of the Statement of Claim the arbitral fee including also a registration fee in the amount shown in Annex 2 to the Tariff. He must prove the transfer to the Secretariat of the Court of Arbitration within 1 banking day. If the parties agree to refer their case to an Arbitration Panel, then the calculation of the arbitral fee shall be made according to the chart in Annex 1.

IV. CONCILIATION – PROCEEDINGS WITH THE INVOLVEMENT OF AMIABLE COMPOSITOR

Section 49: Initiation of the Proceedings

(1) If the arbitral proceedings have not yet started the Court of Arbitration conduct conciliation proceedings or proceedings with the involvement of an amiable compositor – hereinafter called: proceedings – between the parties in cases for which it is competent pursuant to the Act on Arbitration even though the parties have not concluded an Arbitration Agreement.

(2) Any of the parties can ask for conciliation proceedings or for mediation. If the parties ask it by common they may also agree on the person of the mediator (amiable compositor) and the procedural rules to follow if those are not contrary to independence, impartiality and the principle of equal treatment. The grounds for exclusion listed in Section, Items 7 and 8 of the Vbtv (Act on Arbitration) cannot subsist with respect to the person conducting the conciliation or the mediation proceedings.

(3) If the proceeding is applied for by one of the parties, the application shall be transferred by the Court of Arbitration to the other party with the call to react to it and notify the Court of Arbitration within thirty days, whether he/she is willing or not to participate in the proceedings. In the event that the other party refuses to take part in the proceedings or fails to answer within thirty days, or to remit the corresponding part of the procedural fee and neither the other party pays for it in his/her stead then the conciliation – mediation proceedings it to be considered as failed.

(4) In the event that the parties agree on the conciliation – mediation proceedings then the President of the Court of Arbitration shall appoint one of the arbitrators shown in the List of Arbitrators to act as amiable compositor - mediator.

(5) The parties can be represented by an attorney at law in the proceedings.

Section 50: The Conduct of Proceedings

(1) The amiable compositor – mediator may, within the frameworks allowed by the present Chapter act and proceed during the proceedings in the spirit of the principle of the equal treatment of the parties and impartiality.

(2) The amiable compositor - mediator may ask the parties to give a short written description of the dispute and their positions. He/she may organize a meeting with the parties, hear the parties thereat and inspect the documents they may bring

themselves. At the request of the parties the amiable compositor – mediator may hear also others if he or she deems it necessary in order to clarify the merits of the case. Unless the parties agree otherwise, the amiable compositor – mediator may have also private meetings with the parties, where only one of the parties is present.

(3) The amiable compositor – mediator may ask for supplementary information or recommendations from the parties in any phase of the proceedings.

(4) With the consent of the parties, the am may also involve an expert in the proceedings, whose expenses shall then be paid by the parties.

Section 51: Confidentiality of the proceedings

All participants must observe the confidential nature of the proceedings. Information on the proceedings to third person may only be given with the consent of the parties and the amiable compositor - mediator.

Section 52: Agreement

In order to create and understanding and reach an agreement between the parties, the amiable compositor – mediator may elaborate a motion in any phase of the proceedings and communicate it to the parties.

Section 53: Minutes

The amiable compositor – mediator shall draw up minutes of ever meeting containing the merits of the happenings there and shall sign the minutes.

Section 54: Restriction or Prohibition of Certain Procedural Acts and Measures

The parties may exclude in writing the applicability of Sections 53 and 54.

Section 55: Closure of the Proceedings

(1) In the event that an agreement is reached by and between the parties, its contents shall be put down by the amiable compositor – mediator in minutes of conciliation – mediation .

(2) At the joint request of the parties the President of the Court of Arbitration shall appoint the amiable compositor – mediator as sole arbitrator. The sole arbitrator shall set down the agreement reached and signed by the parties in the form of an arbitral award.

Section 56: Effect of the Statements Made in the Course

(1) Unless the parties agree otherwise in writing, except for the statement including the understanding and agreement reached by and between the parties, the statements and declarations made by the parties in the course of the conciliation – mediation proceedings shall not be binding on the parties in a subsequent judicial or arbitral proceedings and the party of opposed interest cannot argue with them. This the same refers to the evidence presented during the proceedings, unless such can be obtained from other sources, irrespective of the conciliation – mediation proceedings.

(2) Following the closure of the conciliation – mediation proceedings, the person, who has participated therein cannot act as a judge, arbitrator, and expert or be the representative, consultant of any party in any judicial, arbitral or conciliation – mediation proceedings instituted on the same subject. It is only in case that the parties agree so in writing that the amiable compositor – mediator may act as a sole arbitrator or the President of the Arbitral Tribunal in an arbitral proceedings instituted later.

(3) It is a peremptory regulation of the law applicable to conciliation that in the lack of a written agreement between the parties to the contrary, the amiable compositor – mediator shall be under the obligation of secrecy regarding the conciliation – mediation proceedings carried before.

Section 57: Termination of the Proceedings

(1) The conciliation – mediation proceedings shall terminate ,

- a. when the amiable compositor – mediator hands over to the Court of Arbitration the minutes containing the understanding and agreement reached by and between the parties and signed thereby,
- b. if any of the parties asks for the termination of the proceedings in a declaration in writing addressed to the amiable compositor - mediator and the other party, too, or asks it to be included in the minutes drawn up of the proceedings,
- c. if, after having notified the parties, the amiable compositor - mediator informs the Court of Arbitration in writing that mediation has failed,
- d. if the President of the Court of Arbitration informs the parties in writing that the amiable compositor – mediator has not been appointed properly, or that no amiable compositor – mediator could have been appointed under the premises.

(2) If the conciliation – mediation proceedings terminates for the reason set down in Item (1)(c), then no reasons shall be given.

V. ENDORSEMENT

Section 58

(1) The Arbitral Rules and the Regulations on the Fees and Costs of Arbitration and the Expenditure of the Parties (Tariff Regulations) forming part of the former have been approved by the General Constitutional Assembly of Arbitrators of the Court of Arbitration operating under the Auspices of the Hungarian Chamber of Agriculture, Food Industry and Rural Development held on 20 December 2017 according to the authorities granted in Chapter XII, Section 12(b) of the By-Laws.

(2) These Arbitral Rules shall be applicable for arbitral proceedings instituted after 01 January 2018.

Budapest, 20 December 2017.

Dr. Zoltán MIKÓ
President of the Court of Arbitration

Regulations on the Fees and Costs of Arbitration and the Expenditure of the Parties

(Tariff Regulations)

Section 1

Payment of the Fee of Arbitral Proceedings and Other Costs

(1) The Court of Arbitration shall not charge administrative costs in case of disputes that have emerged between members of the Chamber.

(2) The technical costs incurred in connection with the arbitral proceedings (such as the costs of witnesses, experts, interpreters, etc.) shall be advanced by the person, who has initiated them. The procedural measure in this instance can be taken only after the costs have been in fact advanced.

(3) The fee for the arbitral proceedings shall include:

- a. remuneration payable to the arbitrator,
- b. the public burdens imposed thereupon and
- c. the dues prescribed by the Act on Dues

(4) Based on the amount at issue the remuneration payable to the arbitrator(s) shall be established by the President of the Court of Arbitration. If the case is a very compound and complicated one, then the President of the Court of Arbitration may increase the remuneration payable to the arbitrator by 50 per cent, at the maximum.

(5) For the leniency, amiable composition and amiable composition – mediation proceedings the parties shall pay 50 per cent of the arbitration fee established according to Item 1 hereof. Taken the very compound or complicated nature of the case the President of the Court of Arbitration can increase the fee so established by 50 per cent. In the event that during the proceedings the parties ask for setting down their agreement in the form of an award, then they shall be obliged to advance the difference between the procedural and the arbitral fees. Their agreement can be put down in an arbitral award only after the payment of this amount.

Section 2

Payment of the arbitration fee, the procedural fee of the amiable composition – mediation proceedings and other costs

(1) The fee for the arbitral proceedings the amiable compositor's or conciliation – mediation proceedings and other costs shall be paid to the bank account the Secretariat of the Court of Arbitration operating under the auspices of the Hungarian Chamber of Agriculture, Food Industry and Rural Development designates.

(2) In case that the amount claimed has been nominated in foreign currency, then its amount shall be converted into HUF using the middle exchange rate published by the National Bank of Hungary for the day of submitting the Statement of Claim or the Statement of Counter Claim (Objection against Set-Off).

(3) The arbitral fee, the fee for the leniency, amiable composition and amiable composition – mediation proceedings and other costs associated therewith shall be payable in HUF.

(4) Payment of the leniency, amiable composition and amiable composition – mediation proceedings and the procedural fees incurred in connection the proceedings shall be made to have been effected from the moment that its amount has been credited on the bank account of the Hungarian Chamber of Agriculture, Food Industry and Rural Development.

Section 3

Reduction or Partial Reimbursement of the Arbitral Fee

(1) In the event that the Claimant withdraws his/her Statement of Claim on the first hearing, at the latest, for the reason, among others that the parties have come to an understanding and agreement in between them and resolved their dispute or they notify the Court of Arbitration until the term designated that they refrain from the hearing of their dispute by the Court of Arbitration, or the Court of Arbitration terminates the case on the first hearing, at the latest for any other reason, the amount due back to the Claimant shall be 50 per cent of the arbitral fee and the public burdens incurring thereupon.

(2) In case that Section (1) is applied the ruling ordering the partial reimbursement of the remuneration payable to the arbitrator shall be adopted by the Arbitration Tribunal (sole arbitrator) simultaneously with deciding on the closure of the proceedings. If the Arbitral Tribunal has not constituted yet then the ruling on the reimbursement of the remuneration of the arbitrator shall be adopted by the President of the Court of Arbitration.

(3) If the Arbitral Tribunal (sole arbitrator) terminates the proceedings due to the lack of his/her competence on the first hearing, then 50 per cent of the remuneration of the arbitrator(s) and of the public burdens imposed thereupon shall be due for repayment.

Section 4

Arbitral Fee in Case of Counter Claim or Objection Against Set Off

- (1)** In the event of a counter claim the same arbitral fees shall apply as in case of the base Statement of Claim.
- (2)** If a party submits an objection against set off, the Arbitral Tribunal shall impose on the party making such objection the payment of the same arbitral fee as or counter claims.
- (3)** In the event, that the party obliged to pay the fee for counter claim or objection against set off fails to pay the fee in question until the term set, then the Court of Arbitration shall deem the counter claim or the objection against set off as it has not been made at all.

Section 5

Division of the Arbitral Fee

- (1)** Save for the exception defined in Section 2, the arbitral fee shall be to the account of the losing party pro rata to his/her defeat.
- (2)** In justified individual cases the Arbitral Tribunal may deviate from the provisions of Item (1) above.
- (3)** As regards the division of the arbitral fee, the parties may agree differently from what have been laid down in Items (1) and (2).

Section 6

Covering the Arbitral Costs

- (1)** The parties shall cover the arbitral costs according to the provisions of Section 5.
- (2)** The Arbitral Tribunal may call the Claimant to make an advance payment to cover the costs of the measures necessary for continuing the proceedings. The Arbitral Tribunal may also call to make an advance payment the party whose application for the taking of some procedural measure the Arbitral Tribunal deems justified.
- (3)** As regards the payment of the costs and making advance payments, the provision of Section 2(4) shall be applicable according to the meaning.

Section 7

Costs of the Parties

(1) The Court of Arbitration may oblige the party to pay the surplus costs resulting from the unreasonable, unjustified acts or acts not in good faith of that party. Such are, especially those procedural acts which result in excess costs as a result of unnecessary measures, such as, e.g., the intentional delaying of the case not justified by the circumstances thereof.

Section 8

Advancing the Remuneration of the Arbitrator

If the Arbitral Tribunal (sole arbitrator) makes a relevant claim, the President of the Court of Arbitration may order an advance payment for the remuneration of the Arbitral Tribunal (sole arbitrator) pro rata with the partial award already made

Annex No. 1

CHART OF PROCEDURAL FEES charged by the **Court of Arbitration operating under the auspices of the Hungarian Chamber of Agriculture, Food Industry and Rural Development (Magyar Agrár-, Élelmiszergazdasági és Vidékfejlesztési Kamara)**

Remuneration payable to each arbitrator:

Between HUF 0- 5,000,000 Ft: 2.4%, but HUF 80,000, at the minimum

Between HUF 5,000,001 and 10,000,000: HUF 20,000 + 1 % of the part above HUF 5,000,000

Between HUF 10,000,001 and 25,000,000 Ft: HUF 220,000 + 1.6 % of the part above HUF 10,000,000

Between HUF 25,000,001 and 50,000,000: HUF 460,000 + 1.2 % of the part above HUF 25,000,000

Between HUF 50,000,001 and 125,000,000: HUF 760,000 + 0.8 % of the part above HUF 50,000,000

Between HUF 125,000,001 and 250,000,000: HUF 1,360,000 + 0.4 % of the part above HUF 125,000,000

Between HUF 250,000,001 and 1,250,000,000: HUF 1,860,000 + 0.2 % of the part above HUF 250,000,000

Between HUF 1,250,000,001 and 5,000,000,000 Ft: HUF 3,860,000 + 0.12 % of the part above HUF 1,250,000,000

Above HUF 5,000,000,001: HUF 8,360,000 + 0.007 % of the part above HUF 5,000,000,000

PUBLIC BURDENS:

The amount defined on the basis of the Dues Act and other public burdens as are payable on the remuneration of arbitrators according to the statutory provisions

Annex 2

TARIFF OF ACCELERATED ARBITRAL PROCEEDINGS FOR CASES HEARD BY A SOLE ARBITRATOR

**Court of Arbitration operating under the auspices of the Hungarian Chamber of
Agriculture, Food Industry and Rural Development (Magyar Agrár-,
Élelmiszergazdasági és Vidékfejlesztési Kamara)**

In case of an accelerated proceeding heard by a sole arbitrator, the remuneration payable to arbitrators plus 50 per cent.

**A Nemzeti Agrárgazdasági Kamara mellett működő
Állandó Választottbíróság
elnöksége**

Elnök

Dr. Mikó Zoltán

Elnökhelyettes

**Dr. Kurucz Mihály
Dr. Reiniger Balázs**

Elnökségi tagok

**Dr. Bobvos Pál
Dr. Csák Csilla
Dr. Lovász Csaba
Dr. Rieger László
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