

CAMERA ARBITRALE ITALIANA DEL CAFFÈ / ITALIAN COFFEE ARBITRATION CHAMBER

With registered office at the Genoa Chamber of Commerce

ARBITRATION RULES

Approved on 1 March 1978 and modified by the General Assembly of Members in the meetings of 24 July 1997, 16 April 2003, 5 December 2008, 11 June 2009, 9 March 2012, 15 February 2019 and 11 September 2019.

Article 1 – Purpose and competence of the Arbitration Chamber

The Camera Arbitrale Italiana del Caffè / Italian Coffee Arbitration Chamber, hereinafter referred to as CAIC, aims to settle all disputes, by way of informal and/or voluntary arbitration, concerning the validity, interpretation and execution of a coffee contract and/or agreement that includes an arbitration clause that expressly provides for “Arbitrato Genova” / “Genoa Arbitration”.

The Arbitration Chamber shall have jurisdiction in disputes only if the contract has been concluded on the basis of the European Standard Contract for Coffee (E.S.C.C.), 2018 edition or on the basis of the National Contracts specified below.

It shall also be the responsibility of the CAIC to resolve disputes in relation to the following types of contracts and/or agreements:

- National contract for the purchase and sale of coffee under the conditions of customs cleared goods (National contract for customs cleared coffee).

The reference to CAIC in the contract implies the Parties’ unconditional adherence to these Arbitration Rules.

Article 2 – Nature of the arbitration proceedings

The arbitration proceedings can be of first instance or appeals.

Article 3 – Application

The application for arbitration, presented in Italian or English and signed by the applicant on the appropriate C.A.I.C. form, must be addressed to the Arbitration Chamber, with a copy sent by registered mail or air courier with acknowledgement of receipt; the secretariat of the Arbitration Chamber must be provided with proof of postage. Requests submitted by Parties that have defaulted on arbitration decisions, including from other institutions, or that have violated the C.A.I.C. Statute or Arbitration Rules may be rejected.

The application must specify:

1. The identity of the defendant;
2. The subject of the dispute;
3. The nature of the arbitration requested: first instance or appeal.
4. Designation of the arbitrator, to be selected from the official list of the Arbitration Chamber.

The request for arbitration must be accompanied by the payment of a security deposit to cover the arbitration costs, set by the secretariat on the basis of the table referred to in Art. 10. For Members, a 30% discount shall be applied on court fees for both first instance and appeal proceedings.

Upon receipt of the application, the Arbitration Chamber shall send a copy to the defendant, inviting the latter to appoint its arbitrator selected from among those included in the official Arbitration Chamber list, within 20 (twenty) calendar days of receipt of the copy of the request. Upon expiry of this deadline, the President of the Arbitration Chamber shall appoint the arbitrator.

Any arbitrator who has a direct interest in the dispute can recuse themselves.

The President of the Arbitration Chamber shall unquestionably decide on the recusal.

Article 4 – Arbitration Procedure

Within the maximum term of 20 (twenty) calendar days from the definitive composition of the Arbitration Panel, intended as the date on which the Parties receive notification in this regard from the Arbitration Chamber, each Party shall transmit to the Arbitration Chamber:

- the contract(s) and/or agreement(s) concerned, in addition to any documentation relating to the same.
- a statement of the facts with the corresponding assessment, as applicable, of the damage suffered and all documents necessary to the investigation of the case;
- in case of a quality dispute, a total of 3 (three) x 600 g samples for each lot of coffee under discussion if the goods are packaged in bags and 3 (three) x 2 (two) kg samples if the goods are in bulk or big bags. The samples must be taken and sealed in compliance with the joint consultation principle, as required by the applicable contract.

Article 5 – Composition of the first instance Arbitration Panel

First instance arbitration proceedings shall consist of a Panel made up of 3 (three) Arbitrators officially registered as such at the time of the application, 2 (two) selected by each of the Parties and the third, who shall act as Chairman of the Panel selected jointly by the other two or, in case of disagreement or renouncement, by the President of the Arbitration Chamber.

The Arbitrators shall decide on the case within 60 (sixty) calendar days from the date of the Panel constitution meeting.

This term can be extended by the President, up to a maximum of 90 (ninety) calendar days, upon request from at least 2 (two) Arbitrators.

Having examined the documentation concerning the dispute, together with any memorandums and samples, and having asked for any additional information if insufficient or incomplete, as well as having listened to the Parties in cases where these submit a request in this regard 5 (five) days in advance of the meeting date, the Arbitrators shall deliberate by majority vote and shall entrust the Secretary appointed by the Panel to document the minutes of each session, communicating the final arbitration decision in writing to the Parties.

Article 6 – Arbitration Panel meeting

The day, time and place selected for the first Arbitration Panel meeting at the registered office of the Arbitration Chamber or in a different location selected by the Arbitrators, shall be communicated in advance to the Parties by the Secretariat of the Arbitration Chamber, both as a deadline for the presentation of documentary materials, as well as for the eventual hearings with the Parties or with their representatives.

Article 7 – Withdrawal of the Application

The application can be withdrawn until such time as the Arbitration Panel has met. Moreover, the request for withdrawal must be signed by both Parties. Applications shall be withdrawn without prejudice to the court fees provided for by Art. 3, with the eventual addition of any expenses that have already been incurred.

Article 8 - Appeals

First instance decisions may be appealed subject to an adequately reasoned request by one or both Parties, presented on the appropriate C.A.I.C form within 20 (twenty) calendar days from the receipt of the communication, suspending the execution of the first instance judgement.

The appeal shall be reviewed by a Panel of 3 (three) Arbitrators, excluding those who participated in the first instance, 2 (two) selected by the Parties and 1 (one) appointed by the C.A.I.C. Board of Governors.

The latter shall serve as Chairman of the Panel.

The Panel shall judge the case on the basis of the first instance report, the documentation collected and any samples and verbal declarations, as well as taking into consideration the reasons provided by the Parties in the appeal request.

The decision shall be made by majority, within 20 (twenty) calendar days from the date on which the Panel was constituted. Upon request by at least 2 (two) arbitrators, the President of the Arbitration Chamber shall be entitled to extend this term up to a maximum of 60 (sixty) calendar days.

It shall be the responsibility of the Secretary appointed by the Panel to document the minutes of each session, communicating the final arbitration decision in writing to the Parties, which shall replace the first instance decision and becomes definitive.

Where not specifically provided for, the rules set forth in these Arbitration Rules for first instance arbitration shall apply.

Article 9 - Arbitration decisions

Arbitration decisions shall be issued in Italian or in Italian and English, where one of the two Parties is foreign.

The arbitration decision, which shall also determine the total amount of arbitration costs and fees, as well as the relative costs to be borne by the Parties, shall be filed in original with the Arbitration Chamber and made available to the Parties in original or as a certified copy sent by registered mail or air courier with acknowledgement of receipt.

All Parties shall be jointly and severally liable for the payment of all arbitration fees, expenses and costs, due to the arbitrators, as well as to the Arbitration Chamber.

Arbitration decisions shall always be expressed in writing, dated and signed by all the arbitrators concerned. The Arbitration Chamber may have them published, concealing the name of the Parties.

Article 10 - Court fees

The arbitration fees are indicated in the table attached to the Arbitration Rules.

Article 11 – Execution of arbitration decisions

The arbitration decision shall be binding on the Parties. The Parties shall be responsible to carry them out. Where one of the Parties omits or refuses to execute the decision, the other Party may request to charge the first Party the disclosure referred to in Article 1. The Interested Party shall be entitled to take all legal measures to ensure execution of the decision.

Article 12 – Headquarters

Camera Arbitrale Italiana del Caffè / Italian Coffee Arbitration Chamber has its registered office in Genoa, with the Secretariat at the Genoa Chamber of Commerce.

Article 13 – Applicability

For all arbitrations carried out, the Rules and Regulations in force on the date of submission of the application shall apply.

ANNEX

ARBITRATION RATES IN FORCE AS OF 1 JANUARY 2020

Compensation for arbitrators:

€ 300.00
(individual fee per arbitrator)

plus reimbursement of documented out-of-pocket expenses (travel expenses agreed upon with the Arbitration Chamber for non-resident arbitrators, with supporting documentation).

In addition to the amounts established as compensation for the arbitrators, the following amounts shall be due as administrative expenses:

From 0 to 10 Mt: Euro 300
From 11 to 25 mt: Euro 500
From 26 to 50 mt: Euro 1,000
From 51 to 100 mt: Euro 2,000
Over 100 mt: Euro 3,000

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Via Garibaldi, 4 – 16124 Genoa, Italy – Tel. +39 010 2704 372/4 – Fax +39 010 2704 700 – Email: segreteria@caic1933.it

Tax Code: 95051430106



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