



MS-ODR Programme

Arbitration Agreement

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution® in accordance with its International Dispute Resolution Procedures, as modified by the *ICDR® Online Protocol for Manufacturer/Supplier Disputes* then in effect (please find the *International Dispute Resolution Procedures* and the *ICDR Online Protocol for Manufacturer/Supplier Disputes* at www.icdr.org).

ICDR Protocol for Manufacturer/Supplier Disputes (amended and effective July 1, 2011)

1. The dispute shall be filed utilizing AAA WebFile using the Notice of Arbitration form provided at www.icdr.org/icdr/ShowPDF?doc=ADRSTG_004342. Along with the Notice of Arbitration, the filing party ("claimant") will submit via AAA WebFile copies of the supporting documents the claimant wishes to enter into evidence. A filing fee of 500 USD shall be advanced by the claimant by wire transfer.
2. Unless the ICDR determines otherwise, the claimant may file claims arising from up to three (3) different contracts with the same responding party ("respondent") as one dispute ("conjoined dispute"). The total amount of a conjoined dispute shall not exceed 10,000 USD. In the event that a conjoined dispute is filed, the claimant shall advance an additional filing fee of 300 USD for each additional contract referenced in the Notice of Arbitration.
3. The respondent will be notified of the filing by email and have twelve (12) days to file a statement of defense and/or counterclaim utilizing AAA WebFile and attaching copies of the supporting documents the respondent wishes to enter into evidence. If a counterclaim is made, no additional fee will be required by the respondent. The claimant shall have twelve (12) days to file a statement of defense to any counterclaim utilizing AAA WebFile and attaching copies of the supporting documents the claimant wishes to enter into evidence. When no statement of defense is filed to a claim or counterclaim, such claim or counterclaim shall be deemed as denied by the opposing party. All communications will be by email unless otherwise agreed by the parties or as directed by the arbitrator.
4. Once the statement of defense and/or counterclaim is received or after twelve (12) days have passed without a statement of defense and/or counterclaim or statement of defense to counterclaim, ICDR will invite the parties to participate in online negotiation. The fee for online negotiation will be advanced by the claimant. Should the case settle that fee shall be split equally between the parties, unless otherwise agreed by the parties. If a negotiated settlement has not been reached within twelve (12) days after the parties are invited to negotiate, the case will proceed with online arbitration. Claimant will advance an additional 1,000 USD by wire transfer for the administrative and arbitrator fees.
5. ICDR will proceed with online arbitration by appointing a single arbitrator and notifying the parties of the arbitrator's name and any disclosures by email. The parties may object to the arbitrator's appointment within forty-eight (48) hours of the arbitrator's appointment. If no objection has been received by ICDR within forty-eight (48) hours, the arbitrator will be reaffirmed. In the event of an objection, ICDR will invite comments from the other party and then either reaffirm the arbitrator or appoint a new arbitrator.
6. The arbitrator shall make a determination based upon the documents submitted by the parties. In extraordinary circumstances the arbitrator may request additional evidence from the parties. After review of the documents submitted, the arbitrator will file the award on AAA WebFile.



7. The award of the arbitrator shall specify the invoice numbers at issue, the amounts in dispute, the arbitrator's determination on the merits, and shall allocate the fees and expenses of the ICDR and the fees and expenses of the arbitrator. The award shall state the reasons upon which the award is based.
8. The arbitration shall be completed by settlement or award within thirty (30) days of the arbitrator's appointment or, in case of a challenge, his/her reaffirmation. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
9. The place of arbitration shall be Florence, Italy. In arriving at his/her decision, the arbitrator shall consider the pertinent facts and circumstances and be guided by the terms and conditions of this contract; and, if a solution is not found in the terms of this contract, the arbitrator shall apply the Governing Law of the Contract. The language of the arbitration shall be determined by the arbitrator.
10. The award of the arbitrator shall be final and binding upon the Parties and shall constitute a duly executed award for purposes of enforcement.