



CEAC model clause

Arbitration

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by institutional arbitration administered by the Chinese European Arbitration Centre (CEAC) in Hamburg (Germany) in accordance with the CEAC Hamburg Arbitration Rules.

- a) The number of arbitrators shall be ____ ((i) one or (ii) three or unless the amount in dispute is less than € _____ [e.g. 100.000 €] in which case the matter shall be decided by a sole arbitrator) ;
- b) Regardless of the seat of arbitration, the arbitral tribunal is free to hold hearings in _____ (town and country);
- c) The language(s) to be used in the arbitral proceedings shall be _____;
- d) Documents also may be submitted in _____ (language).
- e) The arbitration shall be confidential. The parties agree that also the mere existence of an arbitral proceeding shall be kept confidential except to the extent disclosure is required by law, regulation or an order of a competent court.
- f) The arbitral tribunal shall apply the CEAC Hamburg Arbitration Rules as in force at the moment of the commencement of the arbitration unless one of the parties requests the tribunal, within 4 weeks as of the constitution of the arbitral tribunal, to operate according to the CEAC Hamburg Arbitration Rules as in force at the conclusion of this contract.

The provisions in lit. a) through f) are optional.
For further explanations see explanatory comments.