

Hangzhou Arbitration Commission Arbitration Rules
(2024 Edition)

Adopted at the Meeting of the First Session of the Hangzhou Arbitration Commission (“**HZAC**”) on August 26, 1996; revised for the first time at the Meeting of the Third Session of HZAC on July 5, 2003; revised for the second time at the Meeting of the Fourth Session of HZAC on July 26, 2011; revised for the third time at the Meeting of the Fifth Session of HZAC on June 3, 2013; revised for the fourth time at the Meeting of the Fifth Session of HZAC on March 26, 2015; revised for the fifth time at the Meeting of the Sixth Session of HZAC on June 17, 2020; and revised for the sixth time at the Meeting of the Seventh Session of HZAC on November 1, 2024. The HZAC Arbitration Rules (**the “Rules”**) shall come into effect on December 1, 2024.

CONTENTS

Chapter I: General Provisions	1
Chapter II: Arbitration Agreement	4
Chapter III: Application and Acceptance	8
Chapter IV: Constitution of Arbitral Tribunal	16
Chapter V: Evidence	23
Chapter VI: Hearing and Award	30
Chapter VII: Summary Procedures	45
Chapter VIII: Special Provisions for Financial Arbitration	48
Chapter IX: Special Provisions for International Commercial Arbitration	51
Chapter X: Limitation Periods, Periods of Time and Service	55
Chapter XI: Supplementary Provisions	59
Annex: HZAC Schedule of Arbitration Fees	61

Chapter I: General Provisions

Article 1

The Rule is formulated pursuant to the Arbitration Law of the People's Republic of China (**the “Arbitration Law”**) and other relevant laws to ensure the impartial and timely arbitration of disputes, protect the legitimate rights and interests of the parties, and promote the sound development of the socialist market economy.

Article 2

(1) HZAC independently and impartially arbitrates contractual disputes (including foreign-related contractual disputes) and other disputes concerning rights and interests in property between natural persons, legal persons and other organizations that are equal subjects (**the “parties”**).

(2) HZAC shall not accept the following disputes:

(A) Disputes concerning marriage, adoption, guardianship, maintenance, and inheritance;

(B) Administrative disputes that, according to the law, shall be handled by administrative authorities;

(C) Labor disputes and disputes arising from agricultural contracting agreements within agricultural collective economic organizations.

(3) HZAC also operates under the name “**Hangzhou Court of International Arbitration**”. If the parties specify “**Hangzhou Court of International Arbitration**” as the arbitral institution in their arbitration agreement, the arbitration shall be conducted by HZAC.

Article 3

(1) HZAC is composed of one Chairperson, two to four Vice Chairpersons and seven to eleven members. The Chairperson shall perform the functions and duties conferred upon by the Arbitration Law and the Rules. The Vice Chairperson, the Secretary-General or the Deputy Secretary-General may perform the functions and duties of the Chairperson under the Chairperson’s authorization.

(2) The office established by HZAC shall, under the direction of the Secretary-General, be responsible for managing HZAC’s daily affairs.

(3) HZAC may, if necessary, establish special arbitration courts or sub-commissions, which shall constitute integral parts of HZAC. HZAC may also formulate separate special arbitration rules or summary arbitration rules, which shall have the same effect as the Rules. Unless otherwise agreed by the parties, where a dispute is arbitrated by a special arbitration court or sub-commission established by HZAC, the parties shall be deemed to have agreed to apply the corresponding special arbitration rules or summary arbitration rules of the court or

sub-commission. In the absence of such special arbitration rules or summary arbitration rules, the Rules and the relevant provisions of HZAC shall apply.

Article 4

HZAC shall maintain panels of arbitrators (including arbitrators for foreign-related cases). Parties shall select the arbitrators from the panels provided by HZAC. The Panel of Arbitrators shall be subject to the publication on the official website of HZAC. The arbitrators shall be appointed by HZAC from among impartial individuals with specialized knowledge and practical experience in the fields of law, economics and trade, science and technology, etc.

Article 5

The arbitral tribunal, the parties, and other participants in the arbitration shall maintain confidentiality with respect to commercial secrets and other information that may affect the commercial reputation of the parties, which comes to their knowledge during the course of the proceedings, unless otherwise provided by laws or regulations.

Article 6

(1) Where the Rules do not explicitly provide for certain matters,

HZAC or the arbitral tribunal has the authority to proceed with the arbitral proceedings in a manner it deems appropriate, to ensure the efficient and fair resolution of disputes between the parties.

(2) HZAC, the arbitral tribunal, the parties, and their representatives shall apply the Rules in accordance with the principles of good faith, fairness, cooperation, and the proper resolution of disputes.

Article 7

Where a party knows or should have known of any failure to comply with any term or condition specified in the Rules or the arbitration agreement, but still participates or continues to participate in the arbitral proceedings without raising a written objection to such non-compliance before HZAC or the arbitral tribunal, that party shall be deemed to have waived its right to raise an objection.

Chapter II: Arbitration Agreement

Article 8

Where the parties have agreed to refer their disputes to HZAC, they shall be deemed to have agreed to arbitration in accordance with the Rules. However, if the parties have agreed to apply other rules for the arbitration procedure and have obtained the consent of HZAC, such

agreement shall prevail.

Article 9

Disputes shall be resolved through arbitration on the condition that both parties voluntarily reach an arbitration agreement.

Article 10

(1) An arbitration agreement refers to a written document in which the parties agree to submit to arbitration disputes that have arisen or may arise in a specific legal relationship between them.

(2) An arbitration agreement includes an arbitration clause in a contract or any other form of written agreement through which the parties agree to settle disputes by arbitration. The arbitration agreement may take the form of, but is not limited to, a contract, letter, telegram, telex, facsimile, electronic data interchange, email or any other form that can tangibly express the contents of the agreement.

(3) A written arbitration agreement is deemed to have been reached if the parties agree to submit the dispute to arbitration by HZAC, as set forth in a jointly signed record of the hearing during the arbitration proceedings.

(4) In cases where a main contract and an ancillary contract are signed by the same parties, and the main contract contains an arbitration

agreement while the ancillary contract either does not specify a dispute resolution method or specifies litigation as the method of dispute resolution, if one party submits an application to HZAC for arbitration of disputes arising from both the main and ancillary contracts, and the other party participates in the arbitration proceedings for defense, it shall be deemed that the other party has agreed to submit the disputes under the ancillary contract to arbitration as well.

Article 11

An arbitration agreement exists independently, and its validity shall be determined separately. The validity of the arbitration agreement shall not be affected by the non-existence, modification, rescission, termination, nullification, expiration, ineffectiveness, or revocation of the contract.

Article 12

(1) Any objection to the existence or validity of an arbitration agreement or the jurisdiction over an arbitration case shall be raised in writing before the first oral hearing. Where the case is to be decided based on documents only, such an objection shall be raised before the submission of the first substantive defense. If a party fails to raise a written objection in a timely manner, it shall be deemed to have waived the right to object, and HZAC shall have or acquire jurisdiction over the

arbitration case.

(2) A party's objection to the arbitration agreement and/or to the jurisdiction of the arbitration case before HZAC shall not affect the arbitration proceedings.

(3) HZAC has the authority to make a decision on the objection and may delegate this authority to the arbitral tribunal if necessary. The arbitral tribunal may make a decision on jurisdiction during the proceedings or include it in the award. If HZAC makes a jurisdictional decision based on *prima facie* evidence, such a decision does not preclude the arbitral tribunal from revising the decision based on facts or evidence discovered during the proceedings that are inconsistent with the *prima facie* evidence.

(4) In cases where a party raises an objection to the validity of the arbitration agreement and requests both HZAC to render a decision and the People's Court to issue a ruling, if HZAC accepts the objection request before the People's Court and has already rendered a decision, that decision shall be valid. However, if HZAC has accepted the objection request but has not yet rendered a decision, and the People's Court has accepted the objection request, HZAC shall refrain from making a decision.

(5) A party who files an objection to the validity of an arbitration agreement with the People's Court shall promptly notify HZAC and

submit a copy of the application and the People's Court's acceptance materials.

Chapter III: Application and Acceptance

Article 13

A party's application for arbitration shall meet the following conditions:

(A) There is an arbitration agreement or other written expression of consent to submit the dispute to arbitration;

(B) There is a specific arbitration claim supported by facts and reasons;

(C) The application falls within the jurisdiction of HZAC.

Article 14

In any of the following circumstances, the parties shall be deemed to have unanimously agreed to submit the disputes to HZAC for arbitration:

(A) Where the parties agree to arbitration under the Rules without specifying the name of the arbitral institution;

(B) Where the parties agree to arbitration by a special arbitration court or sub-commission established by HZAC;

(C) Where the arbitration agreement or clause contains an imprecise

reference to the name of the arbitral institution, but it can be reasonably inferred from the wording and logic that HZAC is intended;

(D) Where the parties agree that disputes may be submitted either to an arbitral institution for arbitration or to a People's Court for litigation, or the parties agree on more than one arbitral institution, and one party applies for arbitration while the other party raises no objection within the period prescribed by the Arbitration Law.

Article 15

(1) To apply for arbitration, a party shall submit to HZAC an arbitration agreement, a Request for Arbitration and its copies, identity documents of the parties and relevant evidence.

(2) The Request for Arbitration shall include the following information:

(A) The names, genders, ages, occupations, places of work, domiciles, and contact information of the parties; the names and addresses of legal persons or other organizations, as well as the names, titles and contact information of their legal representatives or principal persons in charge;

(B) The arbitration claims and the facts and reasons on which they are based;

(C) The evidence and its sources, as well as the names and addresses

of witnesses.

Article 16

(1) Within five days of receipt of the Request for Arbitration and its attachments, HZAC shall, after review, accept the case if it considers that the conditions for acceptance are met, and shall deliver to the Claimant a Notice of Arbitration, the Rules, the Panel of Arbitrators, and other relevant materials.

(2) Where the submissions are deemed incomplete or inconsistent with the provisions of the Rules, HZAC may request the Claimant to supplement or amend the submissions within a prescribed time limit. If the Claimant fails to do so within the specified period, the submissions shall be deemed not to meet the conditions for acceptance.

(3) HZAC shall not accept cases that do not meet the conditions for acceptance.

Article 17

HZAC shall notify the Claimant to prepay the arbitration fees in accordance with the Schedule of Arbitration Fees. Arbitration fees include case acceptance fees and case handling fees. Where the amount in dispute, in whole or in part, is not specified, HZAC or the arbitral tribunal shall determine the amount in dispute and arbitration fees based on the

materials submitted by the parties. If the Claimant fails to prepay the arbitration fees within a prescribed time limit, does not apply for a deferral of payment, or fails to prepay the full arbitration fees within the deferral period specified by HZAC, the Request for Arbitration shall be deemed withdrawn.

Article 18

HZAC shall, within five days from the date the Claimant prepays the arbitration fees, deliver to the Respondent a Notice of Arbitration, a copy of the Request for Arbitration, a copy of the Rules, and the Panel of Arbitrators, unless the Claimant has submitted an application for the preservation of property or evidence.

Article 19

(1) Within 15 days of receipt of the Notice of Arbitration, the Respondent shall submit a Statement of Defense to HZAC.

(2) HZAC shall, within five days of receipt of the Statement of Defense, deliver a copy of it to the Claimant. The Respondent's failure to submit a Statement of Defense shall not affect the continuation of the arbitration proceedings.

Article 20

(1) The Claimant may waive or amend an arbitration claim. The Respondent may accept or refute an arbitration claim and has the right to file a counterclaim or waive or amend a counterclaim.

(2) When filing a counterclaim, the Respondent shall specify the counterclaim in writing within the time limit for defense provided for in the Rules and state the facts and reasons upon which it is based, together with relevant evidence. The arbitral tribunal has the discretion to decide whether to accept a counterclaim submitted after the expiration of the time limit.

(3) The Respondent shall prepay the arbitration fees within three days of receipt of the notice of acceptance of the counterclaim. Failure to prepay the arbitration fees shall be deemed a waiver of the counterclaim.

(4) HZAC shall deliver a copy of the Request for Counterclaim to the Claimant within five days after the Respondent prepays the arbitration fees.

(5) The Claimant shall, within 15 days of receipt of the copy of the Request for Counterclaim, submit a Statement of Defense to HZAC. Failure to submit a Statement of Defense shall not affect the continuation of the arbitration proceedings.

(6) The arbitral tribunal shall hear the arbitration claim and counterclaim together as a single case.

(7) Where the parties have signed multiple economic contracts that

cannot be separated for specific reasons, HZAC may consolidate the cases arising from those contracts into a single case and render a single award.

Article 21

(1) Where a party request to amend a claim or counterclaim for arbitration, it shall be raised before the conclusion of the first hearing. HZAC has the discretion to decide whether to grant such an amendment before the constitution of the arbitral tribunal; while the arbitral tribunal shall decide on such a request after its constitution.

(2) No amendments to a claim or counterclaim shall be allowed after the conclusion of the first hearing.

(3) Where the nature of the legal relationship or the validity of a civil act alleged by a party is inconsistent with the arbitral tribunal's determination based on the facts of the case, the arbitral tribunal may clarify this to the parties, allowing them to decide whether to amend their claim or counterclaim. Failure to make such an amendment shall not affect the continuation of the arbitral proceedings.

(4) Where HZAC or the arbitral tribunal decides to accept a party's amendment to a claim or counterclaim, the other party shall be granted 15 days to submit a Statement of Defense. If one party submits an amendment during a hearing and the other party consents to defend

during the same hearing, the arbitral proceedings shall continue.

(5) The term “**amendment**” as referred to herein includes the increase or alteration of the amount, type, or scope of a claim or counterclaim. If the amendment exceeds the amount of the original claim or counterclaim, the arbitration fees must be supplemented within the time limit prescribed by HZAC. If a party fails to pay the additional arbitration fees within the specified time limit or to submit an application for deferral of payment, the request for the amendment to the claim or counterclaim shall be deemed withdrawn.

Article 22

(1) A party may request to join an additional party to the arbitration based on the same arbitration agreement, with the consent of HZAC, before the constitution of the arbitral tribunal.

(2) A party wishing to join an additional party to the arbitration shall file a Request for Joinder. Reference shall be made to the provisions of Article 15 to 19 with respect to matters concerning the contents, acceptance and defense of the Request for Joinder, etc.

(3) No Request for Joinder shall be accepted after the constitution of the tribunal unless the Claimant, Respondent, and the additional party all consent to it.

Article 23

(1) A party may apply for property preservation if the arbitration award may become unenforceable or difficult to enforce due to the actions of the other party or other reasons.

(2) Where a party applies for property preservation, HZAC shall issue a transfer letter to forward the party's application to the competent People's Court after the party has prepaid the arbitration fees.

Article 24

(1) A party may be represented by representatives in handling matters relating to the arbitration. To act as a representative in arbitration proceedings, a Power of Attorney and an identity certificate of the representative shall be submitted to HZAC. A Power of Attorney must state the authorized matters and the extent of authority. To admit, relinquish, or modify any claim or counterclaim, appoint an arbitrator, reach a settlement, or request mediation on behalf of a party, a representative must have special authorization from the party.

(2) A party may appoint one or two lawyers or other representatives to conduct arbitration. The number of representatives may be appropriately increased if a party considers it necessary and obtains the consent of the arbitral tribunal.

(3) Where an authorized matter or the authority of a representative

has been changed or revoked, a party shall notify HZAC in writing. The arbitral proceedings that have already been conducted shall not be affected by this.

Article 25

Where parties submit a Request for Arbitration, a Statement of Defense, a Request for Counterclaim, and other relevant materials in accordance with the Rules, they shall provide the corresponding number of copies based on the number of arbitrators and parties involved.

Chapter IV: Constitution of Arbitral Tribunal

Article 26

An arbitral tribunal may be composed of either three arbitrators or a single arbitrator. An arbitral tribunal composed of three arbitrators shall have a presiding arbitrator.

Article 27

Parties shall agree on the constitution of the tribunal and select the arbitrators within ten days of receipt of the Notice of Acceptance or Notice of Arbitration, respectively.

Article 28

(1) Where the parties agree that the arbitral tribunal shall be composed of three arbitrators, they shall each appoint or entrust the Chairperson of HZAC to appoint one arbitrator. The parties shall jointly appoint or entrust the Chairperson of HZAC to appoint the third arbitrator who shall act as the presiding arbitrator.

(2) Where the parties agree that the arbitral tribunal shall be composed of one arbitrator, they shall jointly appoint or entrust the Chairperson of HZAC to appoint the arbitrator.

(3) Where the parties fail to agree on the constitution of the arbitral tribunal and the appointment of arbitrators within the time limit specified in Article 27 of the Rules, the Chairperson of HZAC shall decide on the constitution of the arbitral tribunal and appoint the arbitrator on their behalf.

(4) Where a party appoints an arbitrator whose domicile or residence is not in Hangzhou, that party shall bear the arbitrator's necessary travel and accommodation expenses for the hearing. If a party fails to pay these expenses in advance within the time limit prescribed by HZAC, it shall be deemed that no arbitrator has been selected and HZAC shall appoint an arbitrator on their behalf.

Article 29

(1) Where there are two or more Claimants or Respondents in an

arbitration case, the selection or entrustment of the appointment of arbitrators shall be jointly fulfilled with mutual agreement within each side. Where the parties fail to do so within the specified time limit, the Chairperson of HZAC shall appoint the arbitrator on their behalf.

(2) Where an additional party is joined to the arbitration, the additional party may select an arbitrator in conjunction with the Claimant or Respondent. If the parties fail to jointly appoint an arbitrator, the Chairperson of HZAC shall appoint the arbitrator on their behalf.

Article 30

HZAC shall, within five days from the constitution of the arbitral tribunal, notify the parties and arbitrators in writing of its constitution.

Article 31

An case manager shall, within ten days from the constitution of the arbitral tribunal, send the relevant materials submitted by the parties to the arbitrators.

Article 32

(1) In any of the following circumstances, an arbitrator must withdraw from the arbitration, and the parties shall have the right to apply for his/her withdrawal if he/she:

(A) is a party or a close relative of a party or of a party's representative;

(B) is related in the case;

(C) has some other relationship with a party to the case or with a party's representative which could possibly affect the impartiality of the arbitration;

(D) meets a party or his representative in private, accepts an invitation for dinner by a party or his representative or accepts gifts presented by any of them.

(2) The term “**other relationship**” as referred to in the preceding paragraph (C) means:

(A) individuals who have provided prior consultation on the case being handled;

(B) current legal advisors or representatives of the parties, or former legal advisors who have left their positions less than two years ago;

(C) individuals who currently work at the same organization as the parties or their representatives, or who previously worked at the same organization and left less than two years ago;

(D) individuals who have recommended or introduced representatives for the parties in this case;

(E) individuals who have served as witnesses, appraisers, on-site inspectors, defenders, or litigation representatives in this case or in related

cases.

Article 33

(1) A party who intends to challenge an arbitrator shall submit a written application for withdrawal before the first hearing of the case, stating the facts, grounds, and providing supporting evidence. Where the grounds for withdrawal arise or are known after the first hearing, the application must be submitted no later than the next hearing. If no further hearings are scheduled, or if the parties agree not to hold a hearing, the application shall be submitted within ten days from the date the grounds for withdrawal arise or are known.

(2) The Chairperson of HZAC shall decide on the application for an arbitrator's withdrawal. If the Chairperson of HZAC serves as the arbitrator in question, the decision shall be made collectively by HZAC.

(3) An arbitrator who is the subject of a withdrawal application shall continue to perform his/her functions until HZAC has made a decision on the application.

Article 34

In any of the following circumstances after the constitution of the arbitral tribunal and before rendering of the award, an arbitrator shall be replaced:

(A) An arbitrator is prevented from performing his/her functions due to health reasons, dismissal, resignation, or other causes;

(B) An arbitrator fails to perform his/her functions, resulting in significant delays in the arbitral proceedings, and fails to conclude the case within the specified time limit after HZAC has issued a Case Urgency Notice.

(C) A party requests the replacement of an arbitrator in cases where the People's Court has ordered re-arbitration;

(D) An arbitrator engages in illegal conduct or conduct that violates the Rules or the HZAC Code of Conduct for Arbitrators, rendering the arbitrator unable to perform his/her functions impartially;

(E) An arbitrator is considered *de jure* or *de facto* unable to perform his/her functions by HZAC.

(F) The Chairperson of HZAC shall decide on the replacement of an arbitrator. Where the Chairperson of HZAC serves as an arbitrator, the decision shall be made collectively by HZAC.

Article 35

(1) Where an arbitrator is unable to fulfill his/her duties due to a withdrawal challenge or other reasons, and that arbitrator was selected by the parties, the parties shall re-select an arbitrator within five days of receipt of the notice from HZAC. If the parties fail to re-select an

arbitrator within the specified time limit, the Chairperson of HZAC shall appoint one. Where that arbitrator was originally appointed by the Chairperson of HZAC, the Chairperson of HZAC shall appoint another arbitrator and promptly notify the parties of the reappointment.

(2) After the re-selection or reappointment of an arbitrator, the parties may request that the arbitral proceedings already undertaken be conducted anew, in whole or in part. Whether to grant this request shall be determined by the arbitral tribunal. The arbitral tribunal may also, on its own initiative, decide whether to conduct the arbitral proceedings anew, in whole or in part.

(3) Where the arbitral proceedings are conducted anew due to the replacement of an arbitrator, the time limit for the hearing shall be recalculated from the date of the replacement of the arbitrator. Where the arbitral proceedings are not conducted anew, the time limit for the hearing shall be calculated from the date of the constitution of the original arbitral tribunal with a deduction of the time elapsed as a result of the replacement of an arbitrator.

Article 36

The Chairperson of HZAC shall authorize the Deputy Secretary-General to perform the duty in relation with the constitution of the arbitral tribunal and related tasks.

Chapter V: Evidence

Article 37

(1) The parties shall bear the burden of proof for their own claims, unless otherwise provided by law.

(2) The arbitral tribunal may, on its own initiative or upon the request of the parties, collect evidence if deemed necessary. Evidence collected by the arbitral tribunal on its own initiative shall be presented to both parties for examination. The parties may submit their opinions on such evidence.

(3) Where the law does not provide specific provisions, and the burden of proof cannot be determined under the Rules, the arbitral tribunal may determine the allocation of the burden of proof based on the principles of fairness and good faith, taking into account factors such as the parties' ability to produce evidence.

Article 38

(1) The time limit for the parties to produce evidence under normal circumstances is within 20 days of receipt of the Notice to Produce Evidence. Where the parties have agreed on a different time limit for producing evidence and have obtained the arbitral tribunal's consent, such

agreement shall prevail.

(2) Where a party cannot produce evidence within the specified time limit, that party may apply for an extension before the expiry of the period and provide reasons. The arbitral tribunal shall decide whether to grant the extension.

Article 39

Evidence submitted beyond the deadline shall be subject to the arbitral tribunal's decision on whether to admit it. If the arbitral tribunal decides to admit such evidence, it shall grant the other party a reasonable period for examination.

Article 40

The types of evidence are as follows:

- (A) Documentary evidence;
- (B) Physical evidence;
- (C) Audio-visual materials;
- (D) Witness testimony;
- (E) Statements of the parties;
- (F) Opinions from audits, reviews, evaluations, appraisals, or examinations;
- (G) Records of on-site inspections;

(H) Electronic data.

Article 41

(1) The parties shall classify and number the evidence they submit, provide a brief explanation of the source, the object of proof, and the content of the evidence, indicate the date of submission, and submit copies in accordance with Article 25 of the Rules.

(2) The originals of documentary evidence shall be submitted. The originals of physical evidence shall also be submitted. If it is difficult to submit the originals, replicas, photographs, copies, or extracts may be submitted.

(3) Documentary evidence in a foreign language shall be accompanied by a Chinese translation. However, with the consent of the arbitral tribunal, a Chinese translation may not be required.

Article 42

If the arbitral tribunal deems it necessary, the presiding arbitrator may, after the expiry of the defense period and before the hearing, designate a date for the exchange of evidence and convene the parties to carry out the exchange. The points of contention and the terms of reference shall be jointly determined by the parties and recorded by the case manager.

Article 43

Where a case is conducted through a hearing, evidence submitted before the hearing and exchanged shall be presented at the hearing and examined by the parties. Supplementary evidence submitted after the hearing may be examined in writing or by other means, provided that both parties agree.

Article 44

If there is evidence proving that one party holds evidence and refuses to provide it without justifiable reasons, and the opposing party claims that the content of that evidence is unfavorable to the evidence holder, it may be presumed that the claim is valid.

Article 45

The arbitral tribunal shall determine the authenticity, legality, and relevance of the evidence. The decision on whether to admit the evidence shall be made by the arbitral tribunal.

Article 46

(1) Where the disputed case involves special issues that the arbitral tribunal deems necessary to address through audit, review, evaluation,

appraisal or examination, or where the parties apply for such measures and the arbitral tribunal agrees, the arbitral tribunal may notify the parties to jointly appoint a specialized institution from the list designated by HZAC within a time period specified by the arbitral tribunal. If the parties fail to reach an agreement, the arbitral tribunal shall appoint a specialized institution in accordance with the relevant rules of HZAC.

(2) Where the parties agree to appoint a specialized institution outside the list designated by HZAC, their agreement shall be respected, but they must provide written proof to the arbitral tribunal.

(3) The arbitral tribunal has the authority to require a party, and the party has the obligation, to provide or present to the specialized institution any documents, materials, property, or other items necessary for appraisal or other assessments. Where disputes arise between the parties and the specialized institution regarding the relevance of such documents, materials, property, or other items to the case, or regarding the scope or matters of the appraisal, the arbitral tribunal shall make the decision.

(4) The period for appraisal or other assessments shall not be included in the time limit for the hearing stipulated in the Rules.

Article 47

The arbitral tribunal shall provide the parties with copies of the audit,

review, evaluation, appraisal, or examination reports. The parties may submit written opinions thereon within the specified time limit.

Article 48

(1) A party shall request an audit, review, evaluation, appraisal or examination within the period for producing evidence.

(2) A party shall bear the consequences of failing to produce evidence where the party bearing the burden of proof for matters requiring audit, review, evaluation, appraisal, or examination, fails to apply within the time limit specified by the arbitral tribunal without a justifiable reason, fails to prepay the related fees, or refuses to provide relevant materials, thereby resulting in the inability to ascertain the disputed facts of the case through the audit, review, evaluation, appraisal, or examination.

Article 49

Where it is necessary to conduct an on-site inspection of physical evidence or a site during the hearing of a case, the inspector shall prepare a record of the process and results of the inspection, which shall be signed by the inspector and any invited participants.

Article 50

(1) Upon the request of a party and with the consent of the arbitral tribunal, or upon the request of the arbitral tribunal, institutions conducting audits, reviews, evaluations, appraisals, examinations, or on-site inspections may send personnel to attend the hearing.

(2) With the permission of the arbitral tribunal, the parties may question witnesses as well as personnel involved in audits, reviews, evaluations, appraisals, examinations, or on-site inspections during the hearing.

Article 51

Whether to permit a party's request for re-audit, re-review, re-evaluation, re-appraisal, re-examination, or re-inspection shall be decided by the arbitral tribunal.

Article 52

(1) The arbitral tribunal may consult experts on specific issues related to the case. The expert opinions are for the arbitral tribunal's reference.

(2) The arbitral tribunal shall give due consideration to the expert opinions. If such opinions are not adopted, the arbitral tribunal shall provide written reasons to HZAC.

Article 53

(1) Where evidence may be lost or become difficult to obtain in the future, a party may apply for evidence preservation after prepaying the arbitration fees.

(2) If a party applies for evidence preservation, HZAC shall issue a transfer letter to submit the party's application to the competent People's Court.

Chapter VI: Hearing and Award

Article 54

(1) The arbitral tribunal shall hold oral hearings when examining the case. However, the arbitral tribunal may decide the case based on documents, including the Request for Arbitration, the Statement of Defense, and other materials, if the parties agree to waive oral hearings or if the arbitral tribunal deems oral hearings unnecessary and both parties consent.

(2) The presiding arbitrator shall organize the arbitral proceedings. With the consent of HZAC, the presiding arbitrator may independently conduct certain parts of the proceedings.

Article 55

Arbitration hearings shall be conducted in private. For cases heard in private, the parties and their representatives, witnesses, arbitrators, experts consulted by the arbitral tribunal, appraisers appointed by the arbitral tribunal, and other relevant persons shall not disclose to any outsiders any substantive or procedural matters related to the case. Where the parties agree to a public hearing, the arbitral tribunal may hold a public hearing unless state secrets are involved.

Article 56

The case shall be heard at the domicile of HZAC. However, hearings may also be held at other locations if the parties request it and HZAC approves, or if the arbitral tribunal determines it necessary based on the actual circumstances of the case and obtains HZAC's approval.

Article 57

Arbitration cases shall use Chinese as the formal language and script. Where the parties have otherwise agreed and obtained HZAC's approval, the language and script agreed upon by the parties may be used.

Article 58

(1) Where two or more arbitration cases involve the same or related factual issues, the arbitral tribunal may consolidate the cases for joint

hearings upon the request of a party or when it deems appropriate, provided that all parties consent. However, separate awards shall be rendered for each case.

(2) This provision shall not apply to cases where the constitution of the arbitral tribunal differs.

Article 59

(1) The date of the first hearing shall be determined by the arbitral tribunal and notified to the parties at least seven days in advance. The arbitral tribunal may hold the hearing with less than seven days' notice if both parties consent. A party with justifiable reasons may request a postponement of the hearing; however, such a request must be submitted to the arbitral tribunal in writing at least five days before the scheduled date of the hearing. Whether to grant the postponement shall be decided by the arbitral tribunal. The arbitral tribunal may, on its own initiative, decide to postpone the hearing if necessary.

(2) A notice of a subsequent hearing or a notice of a postponed hearing shall not be subject to the time limit specified in the preceding paragraph.

Article 60

(1) If the Claimant, upon written notice, fails to appear at the hearing

without justifiable reasons or withdraws from an ongoing hearing without the permission of the arbitral tribunal, the Claimant shall be deemed to have withdrawn the Request for Arbitration. If the Respondent, upon written notice, fails to appear at the hearing without justifiable reasons or withdraws from an ongoing hearing without the permission of the arbitral tribunal, the arbitral tribunal may render a default award.

(2) The provisions of the preceding paragraph shall apply to counterclaims.

Article 61

(1) The parties shall have the right to debate during the arbitration proceedings. The arbitral tribunal may also require the parties to submit written statements based on the circumstances of the hearing.

(2) At the conclusion of the debate, the arbitral tribunal shall solicit final opinions from the parties. The parties may present their final opinions orally during the hearing or in writing within a time limit specified by the arbitral tribunal.

Article 62

(1) During the hearing, excluding those held for the purpose of mediation, the arbitral tribunal shall prepare a written record of the hearing.

(2) The hearing record shall be signed or sealed by the arbitrators, the case manager, the parties, and other relevant participants in the arbitration. Where the parties or other relevant participants refuse to sign or seal the hearing record, a corresponding note shall be made in the hearing record.

(3) If the parties or other relevant participants in the arbitration believe there is an omission or error in the hearing record, they may apply for a rectification. Whether to grant the application shall be decided by the arbitral tribunal. If the application is denied, it shall be recorded in the hearing record.

(4) HZAC may record or videotape the hearing. The hearing record and recordings shall be used solely for the reference of the arbitral tribunal. Neither the parties nor other relevant participants in the arbitration shall record or videotape the hearing.

Article 63

(1) After a Request for Arbitration has been submitted, the parties may settle their dispute on their own.

(2) If the parties reach a settlement agreement, they may request the arbitral tribunal to render an award in accordance with the settlement agreement or withdraw the Request for Arbitration.

(3) If a party repudiates the settlement agreement after the Request

for Arbitration has been withdrawn, either party may apply for arbitration again in accordance with the arbitration agreement.

Article 64

(1) A party may withdraw its claim or counterclaim at any stage of the arbitral proceedings after raising the claim or counterclaim. Where a party withdraws its claim or counterclaim prior to the constitution of the arbitral tribunal, HZAC shall decide on the withdrawal and communicate the decision to the parties. Where a party withdraws its claim or counterclaim after the constitution of the arbitral tribunal, the arbitral tribunal shall decide on the withdrawal and communicate the decision to the parties. If part of a claim or counterclaim is withdrawn, the arbitral tribunal shall address it in the award.

(2) If a party requests to withdraw part of a claim or counterclaim, the arbitral tribunal shall decide whether to grant the other party the right to respond and set a time limit for the response.

(3) The withdrawal of the Claimant's entire claim shall not affect the arbitral tribunal's examination and decision on the Respondent's counterclaim. The withdrawal of the Respondent's entire counterclaim shall not affect the arbitral tribunal's examination and decision on the Claimant's claim.

(4) Where a claim or counterclaim is withdrawn, HZAC shall collect

part or all of the case acceptance fees and case handling fees based on the actual circumstances.

Article 65

(1) At any stage of the arbitral proceedings, the arbitral tribunal shall endeavor to facilitate the parties in resolving all or part of the disputes through consultation.

(2) Before the hearing, during the hearing, or prior to rendering an award, the arbitral tribunal may, at the request of a party or with the consent of the parties, mediate the dispute in a manner it deems appropriate. Mediation shall adhere to the principle of voluntary participation by the parties. The mediation process may not be recorded in writing.

(3) Where a settlement agreement is reached through mediation, the parties may request the arbitral tribunal to issue a mediation paper or an award based on the terms of the settlement agreement. The mediation paper shall specify the arbitral claims and the results of the settlement agreed upon by the parties, and it shall be signed by the arbitrators, sealed by the Commission, and served on both parties. The mediation paper shall become legally binding upon acknowledgment of receipt by both parties, except where the parties have agreed on a different effective date.

(4) The settlement agreement shall not violate mandatory provisions

of laws or administrative regulations. The content of a settlement agreement must not harm the interests of the state, collectives, or third parties. If the content of the settlement agreement exceeds the scope of the arbitral claims, it shall be permitted. If the amount in dispute is increased, additional arbitration fees shall be paid.

(5) Where no settlement agreement is reached, or a settlement agreement is repudiated by one party prior to acknowledging receipt through signing, the arbitral tribunal shall render an award in a timely manner. The arbitral tribunal shall not use any opinions expressed by the parties during the mediation as the basis for its award. Any statement, opinion, view, or proposal expressed by the parties or arbitrators shall not be cited in subsequent arbitral, judicial, or other proceedings.

(6) The arbitral tribunal shall rectify any clerical, calculation, or similar errors in the mediation statement. Either party may request the tribunal to make such rectification within 30 days from the effective date of the mediation statement. The rectification shall form part of the original mediation paper and shall take effect upon delivery to the parties.

(7) After the mediation paper takes effect, where the parties reach a new agreement on the disputes involved, they may apply for arbitration anew.

Article 66

An arbitral award shall be rendered based on the opinions of a majority of the arbitrators. The dissenting opinions of minority arbitrators may be recorded in the case file. Where the arbitral tribunal cannot reach a majority opinion, the arbitral award shall be rendered in accordance with the opinion of the presiding arbitrator.

Article 67

For significant or complex cases, the arbitral tribunal may request HZAC to organize experts for consultation and deliberation. If the arbitral tribunal decides not to adopt the experts' opinions, it shall submit written reasons to HZAC.

Article 68

(1) Where part of the facts in a case heard by the arbitral tribunal have already been ascertained, the arbitral tribunal may render a partial award on that portion. The portion already decided upon will not be repeated in the final award. The partial award shall take legal effect from the date it is rendered.

(2) The parties shall comply with the partial award. Failure to perform the partial award shall neither affect the continuation of arbitral proceedings nor prevent the arbitral tribunal from rendering a final award.

Article 69

(1) Where the parties jointly request, or special circumstances arise that necessitate a suspension of the arbitral proceedings, the proceedings may be suspended.

(2) When the reason for suspension no longer exists, the arbitral proceedings shall promptly resume.

(3) Before the arbitral tribunal is constituted, HZAC shall decide whether to suspend or resume the proceedings. After the tribunal is constituted, the arbitral tribunal shall make such decisions. The period of suspension shall not be counted toward the time limit for hearing cases as stipulated in the Rules.

Article 70

Where an arbitration case involves a criminal case that has been officially registered by an investigative authority, it does not necessarily result in the suspension of arbitral proceedings. The arbitral tribunal may render a decision based on the facts that have been ascertained; if the arbitral tribunal cannot render a decision, it may explain the situation to the parties and suggest that they withdraw the Request for Arbitration; if the parties refuse to withdraw it, the arbitral tribunal may dismiss the Request for Arbitration in the form of a written decision.

Article 71

(1) The arbitral proceedings shall terminate under any of the following circumstances:

(A) The Claimant has died or ceased to exist and has no heir or successor, or the heir or successor has waived the right to arbitration;

(B) The Respondent has died or ceased to exist and has no estate or property, and there is no person obligated to assume its responsibilities;

(C) Other circumstances warranting termination of the arbitration.

(2) Where grounds for termination arise before the arbitral tribunal is constituted, HZAC shall decide whether to terminate the proceedings. After the arbitral tribunal is constituted, the tribunal shall decide. The decision to terminate the arbitration shall be issued in a written ruling and served on the parties.

Article 72

(1) The arbitral tribunal shall render an award within three months from the date of its constitution. If special circumstances necessitate an extension, the presiding arbitrator or sole arbitrator shall seek approval from the Deputy Secretary-General of HZAC, who may appropriately extend the time limit.

(2) The three-month period referred to in the preceding paragraph does not include any period during which a public notice is issued, the

arbitral proceedings are suspended, special issues are under audit, review, evaluation, appraisal, examination, or on-site inspection, or the period during which both parties have submitted a written request to the arbitral tribunal for out-of-court settlement negotiations.

Article 73

(1) The arbitral award shall specify the claims, ascertained facts, applicable laws, the reasons for the award, the outcome of the award, the allocation of arbitration costs, and the date of the award.

(2) The disputed facts and the reasons for the award may be omitted if the parties have agreed so.

Article 74

The arbitral tribunal shall submit the draft award to HZAC for review before signing it. HZAC may draw the tribunal's attention to issues in the draft award on condition that the tribunal's independence in rendering the award is not affected.

Article 75

(1) An award or mediation paper shall be signed by the arbitrators and sealed by HZAC. An electronic signature shall have the same legal effect as a handwritten signature or seal.

(2) An arbitrator with a dissenting opinion may choose whether or not to sign the award. The validity of the award shall not be affected by the absence of a signature from an arbitrator with a dissenting opinion.

Article 76

(1) The arbitral tribunal shall rectify any clerical, typographical, or calculation errors, or any omission of issues already decided by the tribunal but not included in the award. Either party may request the tribunal to make such rectification within 30 days of receipt of the award.

(2) The rectification shall form part of the original award.

Article 77

(1) The award shall take legal effect on the date it is rendered.

(2) After the arbitral award is rendered or the mediation paper becomes effective, the parties shall perform their obligations within the period specified in the award or mediation statement. If no time limit is specified, the parties shall perform their obligations immediately.

(3) Where one party fails to perform the arbitral award or effective mediation statement, the other party may apply to the competent People's Court for enforcement in accordance with the law.

Article 78

(1) Upon receiving a notice from the People's Court to conduct a re-arbitration, the arbitral tribunal shall conduct the re-arbitration if it considers it warranted. If the arbitral tribunal considers that re-arbitration is not warranted, it shall submit a written opinion to HZAC, which shall notify the People's Court in writing.

(2) If the arbitral tribunal agrees to conduct a re-arbitration, no additional arbitration fees shall be charged.

Article 79

(1) The re-arbitration shall be conducted by the original tribunal. If any member of the original tribunal is unable to perform their functions due to a party's request, withdrawal, resignation, or other specific reasons, an arbitrator shall be re-selected or re-appointed in accordance with Article 35 of the Rules.

(2) The specific arbitration procedures for the re-arbitration shall be determined by the arbitral tribunal.

(3) The arbitral tribunal shall render a new award in accordance with the Rules.

(4) The re-arbitration award shall replace the original award, and the parties shall perform the re-arbitration award.

Article 80

(1) The arbitral tribunal has the authority to determine, in the award, the arbitration fees and other actual costs incurred to be borne by the parties. Unless otherwise agreed by the parties, the arbitration fees shall, in principle, be borne by the losing party. If the parties are partially successful and partially unsuccessful, the arbitral tribunal shall apportion the costs based on their respective degrees of responsibility.

(2) Where the parties settle the dispute independently or through mediation facilitated by the arbitral tribunal, they may agree on the apportionment of costs. If no agreement is reached or no negotiation occurs, the arbitral tribunal shall decide.

(3) Where arbitral proceedings are delayed or costs are increased due to a party's failure to act in good faith or other reasons attributable to that party, the additional costs shall be borne by the at-fault party.

(4) Upon the request of a party, the arbitral tribunal may, in its award, order the losing party to compensate the prevailing party for reasonable expenses incurred in pursuing the case, including, but not limited to, attorney's fees, preservation fees, travel expenses, and notarization fees. In determining the amount of such compensation, the arbitral tribunal shall consider factors such as the outcome and complexity of the case, the workload of the prevailing party or its representatives, and the amount in dispute.

Article 81

(1) Where travel, accommodation, and other related expenses arise due to the selection of arbitrators residing outside Hangzhou, or where costs are incurred for activities such as audits, reviews, evaluations, appraisals, examinations, on-site inspections, hiring experts, or translation, HZAC may require the parties to prepay such expenses within a specified time limit. The arbitral tribunal shall determine, in its award, which party shall ultimately bear these prepaid expenses.

(2) The arbitral tribunal may allocate the costs referred to in the preceding paragraph without being constrained by the scope of the parties' requests.

Chapter VII: Summary Procedures

Article 82

(1) Unless otherwise agreed by the parties, the summary procedure shall apply to cases where the amount in dispute does not exceed RMB 1,000,000.

(2) Where the parties agree to have the case heard by an arbitral tribunal composed of a sole arbitrator, the summary procedure shall apply unless the parties have otherwise agreed on the applicable procedure.

(3) Where the amount in dispute does not exceed RMB 1,000,000,

and the parties agree to have the case heard by an arbitral tribunal composed of three arbitrators, the general procedure shall apply unless the parties have otherwise agreed on the applicable procedure.

(4) The summary procedure may also apply to cases where the amount in dispute exceeds RMB 1,000,000, if agreed upon by the parties or if one party applies and the other party consents.

(5) Where the amount in dispute does not exceed RMB 1,000,000 and the parties agree to apply the general procedure, the general procedure shall apply. If the parties have not agreed to apply the general procedure, but one party requests it, that party shall bear the additional arbitration fees incurred. If the requesting party fails to prepay the arbitration fees as required by HZAC, the procedure shall not be changed.

Article 83

The parties shall, within ten days of receipt of the Notice of Acceptance or the Notice of Arbitration, jointly select or authorize the Chairperson of HZAC to appoint a sole arbitrator to constitute the arbitral tribunal and hear the case.

Article 84

Within ten days of receipt of a copy of the Request for Arbitration, the Respondent shall submit to HZAC its Statement of Defense, relevant

evidence, Request for Counterclaim, and any supporting evidence. After the expiry of the time limit, the arbitral tribunal shall decide whether to accept the submissions.

Article 85

A party may submit a written request to amend its claims or counterclaims. Whether to grant such a request shall be decided by the arbitral tribunal. If the arbitral tribunal grants the amendment, the other party shall submit a Statement of Defense within ten days of receipt of the Notice of Amendment to Claim or the Request for Counterclaim.

Article 86

(1) For cases scheduled for a hearing, the arbitral tribunal shall notify both parties of the hearing date at least three days in advance. With the consent of both parties, the arbitral tribunal may decide to hold the hearing earlier.

(2) Cases under the summary procedure shall generally be heard in a single session. If a subsequent hearing is deemed necessary, the arbitral tribunal may decide to hold one. The notice for a subsequent hearing shall not be subject to the three-day advance notice requirement.

Article 87

(1) Where the amount in dispute exceeds RMB 1,000,000 due to an amendment of claims or a request for counterclaims, the summary procedure shall remain applicable. However, if the arbitral tribunal deems it necessary to switch to the general procedure, the decision shall be made by the Secretary-General of HZAC.

(2) If it is decided to switch to the general procedure, the constitution of the arbitral tribunal and the time limit for selecting arbitrators shall comply with the requirements of the general procedure. Unless otherwise agreed by the parties, the original sole arbitrator shall serve as the presiding arbitrator.

(3) The new arbitral tribunal shall determine whether the arbitration proceedings conducted prior to its constitution need to be repeated. If the new arbitral tribunal decides to repeat all arbitration proceedings, the time limit for arbitration shall be recalculated from the date of its constitution.

Article 88

Matters not covered in this Chapter shall be governed by or referred to other relevant provisions of the Rules. Where Chapter VIII and IX of the Rules provide special provisions for the summary procedure, those provisions shall prevail.

Chapter VIII: Special Provisions for Financial Arbitration

Article 89

Financial disputes refer to disputes arising between financial institutions, between financial institutions and other legal entities, natural persons, or other organizations, and among other legal entities, natural persons, or other organizations, in the course of or related to financial transactions and financial services in the money market, capital market, foreign exchange market, gold market, and insurance market. These include, but are not limited to, disputes involving:

- (A) Deposit and loan disputes;
- (B) Disputes concerning payment and settlement involving negotiable instruments, letters of credit, bank cards, etc.;
- (C) Insurance disputes;
- (D) Financial leasing disputes;
- (E) Disputes over futures trading, foreign exchange, and gold transactions;
- (F) Disputes concerning securities trading or services related to stocks, bonds, and funds;
- (G) Trust investment disputes;
- (H) Disputes concerning financial derivatives transactions or services;
- (I) Disputes concerning private lending;

(J) Disputes involving guarantees and pawn transactions.

Article 90

(1) Unless otherwise agreed by the parties, non-international financial disputes accepted by HZAC shall be governed by the provisions of this Chapter. In respect of matters not provided for in this Chapter, the other relevant provisions of the Rules shall apply or be taken as a reference.

(2) If the parties disagree on whether the case constitutes a financial dispute, the decision shall be made by HZAC before the arbitral tribunal is formed, or by the arbitral tribunal after its constitution. Such decisions by HZAC or the arbitral tribunal shall not affect the arbitration proceedings conducted prior to the decision. If HZAC or tribunal determines that the case constitutes a financial dispute, it shall be handled according to the procedures specified in this Chapter.

Article 91

(1) Unless otherwise agreed by the parties, summary procedures shall apply to financial cases where the disputed amount does not exceed RMB 5 million.

(2) Summary procedures may also apply to disputes exceeding RMB 5 million if the parties agree to adopt such procedures or agree to have the

case heard by a sole arbitrator.

(3) For cases under summary procedures, the arbitral tribunal shall render an award within two months from the date of its constitution.

Chapter IX: Special Provisions for International Commercial Arbitration

Article 92

(1) Unless otherwise agreed by the parties, international commercial arbitration cases shall be governed by the provisions of this Chapter. In respect of matters not provided for in this Chapter, the other relevant provisions of the Rules shall apply or be taken as a reference.

(2) For arbitration cases involving the Hong Kong Special Administrative Region (“SAR”), the Macao SAR and the Taiwan Region, the provisions of this Chapter shall be taken as a reference.

(3) If the parties disagree on whether the case involves international factors, the decision shall be made by HZAC before the arbitral tribunal is formed, or by the arbitral tribunal after its constitution. Such decisions by HZAC or the arbitral tribunal shall not affect the arbitration proceedings conducted prior to the decision. If HZAC or the arbitral tribunal determines that the case involves international factors, it shall be handled according to the procedures specified in this Chapter.

Article 93

Summary procedures shall not apply to international commercial arbitration cases unless otherwise agreed by the parties.

Article 94

(1) Within 30 days of receipt of the Notice of Arbitration, the parties shall submit evidence, Statement of Defense, Statement of Counterclaim, and proof of legal standing to HZAC.

(2) Within 30 days of receipt of the copy of the counterclaim application, applicants shall submit their Statement of Defense to HZAC. Failure to submit a Statement of Defense shall not affect the continuation of the arbitral proceedings.

Article 95

(1) Documentary evidence formed outside the territory of the People's Republic of China shall be notarized by the notary agency in the originating country or undergo certification procedures in accordance with the relevant treaties between the People's Republic of China and the originating country.

(2) Evidence related to personal identity formed outside the People's Republic of China shall be notarized by the notary agency in the

originating country and authenticated by the Chinese embassy or consulate in that country or undergo certification procedures in accordance with the relevant treaties between the People's Republic of China and the originating country.

(3) Evidence formed in the Hong Kong SAR, Macao SAR, or Taiwan region shall follow applicable certification procedures.

Article 96

(1) Within 20 days of receipt of the Notice of Acceptance or Notice of Response, the parties shall agree on the constitution of the arbitral tribunal and select arbitrators.

(2) If an arbitrator selected by a party is unable to perform his/her duties due to recusal or other reasons, the party shall re-select an arbitrator within 10 days of receipt of the notice from HZAC.

Article 97

For cases that involve hearings, the notice of the first hearing shall be served on the parties at least 15 days before the hearing date. With the consent of both parties, the arbitral tribunal may reschedule the hearing to an earlier date.

Article 98

(1) The arbitral tribunal shall render an award within 6 months from the date of its constitution. If there are special circumstances justifying an extension to this period, an appropriate extension may be granted subject to the approval by the Deputy Secretary-General of HZAC at the request of the Presiding Arbitrator or sole arbitrator.

(2) The six-month period does not include the time during which arbitration proceedings are suspended, the time taken for audits, evaluations, appraisals, examinations, or on-site inspections, or the time granted by the arbitral tribunal upon a written request by both parties for out-of-court settlement.

Article 99

Where the parties to an international commercial arbitration case object to the validity of the arbitration agreement, HZAC or the arbitral tribunal shall decide on its validity in accordance with the law chosen by the parties. If the parties have not chosen a law, the law of the place where HZAC is located shall apply. If no relevant legal provisions exist or the provisions are unclear in that jurisdiction, the law of a jurisdiction closely connected to the dispute may be selected to make a fair and reasonable decision.

Article 100

Unless mandatory provisions of the law specify otherwise, the parties to international commercial arbitration cases may agree on the law applicable to the substantive issues of the case. If the parties fail to reach an agreement, the arbitral tribunal may apply the law it considers appropriate. In all circumstances, the tribunal shall take into account the terms of the contract, relevant industry practices and standards, and adhere to principles of fairness and reasonableness.

Chapter X: Limitation Periods, Periods of Time and Service

Article 101

Where the law provides for a limitation period for arbitration, such provisions shall apply. Where the law does not provide for a limitation period for arbitration, the statute of limitations for litigation shall apply.

Article 102

(1) A period of time shall be calculated in days, months, and years. The hour and day on which the period commences shall not be taken into account in the calculation.

(2) If the last day of a period falls on a public holiday, the first working day following the holiday shall be deemed the final day of the period.

(3) Transit time shall not be included in the calculation of the period. Arbitration documents, materials, and notices sent or dispatched before the expiration of the period shall not be considered overdue.

Article 103

If a party defaults on complying with a time limit due to force majeure or other justified grounds, the party may apply for an extension of time within 10 days after the obstacle is removed. HZAC or the arbitral tribunal shall decide whether to grant the extension.

Article 104

Subject to the approval of the Deputy Secretary-General of HZAC, time limits pertaining to the administrative management of HZAC, as stipulated in the Rules, including but not limited to those specified in Articles 18, Article 19 (2), Article 20 (4), Article 30, and Article 31, may be extended based on actual circumstances.

Article 105

Service of documents shall comply with the following provisions:

(A) When applying for arbitration or submitting a defense, parties shall provide or confirm their accurate service addresses to HZAC or the arbitral tribunal, and complete a service address confirmation form. Any

legal consequences arising from failure to serve due to an inaccurate address provided by a party shall be borne by that party.

If a party changes its service address before the arbitration's case closure documents are served, it shall promptly notify HZAC in writing.

If a party refuses to provide its service address and continues to withhold it after notification by HZAC or the arbitral tribunal, the following addresses will be used for communication: For natural persons: their registered domicile, habitual residence, or contractually agreed address; For legal entities or other organizations, the address recorded in their industrial and commercial registration, other legally registered or filed address, or the address agreed upon in the contract.

(B) Arbitration documents, notices, and other materials sent to the parties or their representatives may be served in person, by registered mail, express delivery, facsimile, telex, telegram, or other methods deemed appropriate by HZAC or the arbitral tribunal. If the parties have agreed otherwise and HZAC consents, the agreed-upon method shall be followed.

(C) Arbitration documents, notices, materials, etc., are deemed served when delivered in person to the recipient or sent by mail to the recipient's place of business, habitual residence, or other communication address as provided by the other party.

If the arbitration document is delivered directly to the party or their

representative and the recipient refuses to sign for it, service may be effected by leaving the document at the recipient's address.

(D) If the recipient's place of business, habitual residence, or other communication address cannot be located after reasonable inquiry, HZAC may send the documents by mail, express delivery, or any other method capable of providing a record of delivery to the recipient's last known place of business, habitual residence, or other communication address. This shall be deemed as effective service.

(E) If the recipient's whereabouts are unknown, or if service cannot be effected by the methods provided in the Rules, documents, notices, and materials related to the arbitration may be served by public announcement upon application by one party and with the approval of the Chairperson of HZAC. The announcement must not disclose the content of the dispute or details of the arbitration proceedings.

In the case of service by public announcement, the applicant shall prepay the publication costs. Such service shall be deemed effective upon expiration of the announcement period.

Service by public announcement does not apply to international commercial arbitration cases or cases where the recipient is a legal entity. If arbitration documents are successfully delivered to the recipient by mail for the first time, subsequent mailings to the same address that are either not signed for or are refused shall not qualify for service by public

announcement.

(F) If HZAC is unable to serve documents through regular means, and the party refuses to apply for service by public announcement or fails to pay the applicable fees, the arbitration application shall be deemed withdrawn.

Chapter XI: Supplementary Provisions

Article 106

With the agreement of the parties or upon obtaining their consent, HZAC or the arbitral tribunal may decide to conduct all or part of the arbitration proceedings by means of information technology, including, but not limited to, electronic service of documents, online hearings, and the examination of evidence.

Article 107

The Rules shall be interpreted by HZAC, with the Chinese text serving as the authoritative version.

Article 108

The Rules shall take effect on December 1, 2024. Cases accepted before the implementation of the Rules shall continue to be governed by

the arbitration rules in effect at the time the case was accepted, unless both parties agree to apply the Rules.

Annex: HZAC Schedule of Arbitration Fees

Acceptance Fees	
Amount of Claim (RMB)	Amount of Fees (RMB)
1,000 or below	100
1,001 to 50,000	5% of the amount of claim
50,001 to 100,000	4% of the amount of claim
100,001 to 200,000	3% of the amount of claim
200,001 to 500,000	2% of the amount of claim
500,001 to 1,000,000	1% of the amount of claim
1,000,001 or above	0.5% of the amount of claim
Handling Fees	
Amount of Claim (RMB)	Amount of Fees (RMB)
50,000 or below	1,000
50,001 to 200,000	1,000 plus 1.5% of the amount above 50,000
200,001 to 500,000	3,250 plus 0.65% of the amount above 200,000
500,001 to 1,000,000	5,200 plus 0.35% of the amount above 500,000
1,000,001 or above	6,950 plus 0.1% of the amount above 1,000,000

(1) Where a party submits an arbitral claim or counterclaim, it shall prepay the arbitration fees, including the acceptance fees and handling fees, in accordance with the standards set out in the HZAC Schedule of Arbitration Fees.

(2) The amount in dispute referred to in the Schedule shall be based on the amount claimed by the party. If the amount claimed differs from the actual amount in dispute, the actual amount in dispute shall prevail. Where all or part of the party's claim does not specify a monetary amount, HZAC or the arbitral tribunal shall determine the amount in dispute and the arbitration fees based on the materials submitted by the parties.