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## THE REPUBLIC OF LITHUANIA LAW ON COMMERCIAL ARBITRATION

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### CHAPTER I GENERAL PROVISIONS

#### **Article 1. Purpose of the Law**

This Law regulates arbitral examination taking place in the Republic of Lithuania, establishes the requirements for the form and content of the arbitration agreement, the composition and competence of the arbitral tribunal, the application of interim measures and making of preliminary rulings and arbitral awards and closing a case without making an award on its merits, the procedure for setting aside arbitral awards, the procedure for recognition and enforcement of foreign arbitral awards in the territory of the Republic of Lithuania, and also regulates other issues pertaining to arbitration.

#### **Article 2. Scope of the Law**

1. This Law shall apply to arbitration, if the place of arbitration is in the territory of the Republic of Lithuania, irrespective of the citizenship or nationality of the parties to the dispute, as well as irrespective of whether the parties to the dispute are natural or legal entities and whether the arbitration procedure is organised by a permanent arbitral institution or *ad hoc* arbitration is held.

2. The provisions of this Law regulating judicial recognition of an arbitration agreement, disputing such agreement, judicial application of interim measures and recognition and enforcement of foreign arbitral awards, shall be applied irrespective of the arbitration place or where separate arbitration procedural actions are carried out.

#### **Article 3. Main terms of the Law**

1. **Ad hoc arbitration** means arbitration where, according to the agreement of the parties, the dispute resolution procedure is not organised by the permanent arbitral institution.

2. **Arbitrator** means a natural person appointed, either by a party to the dispute or by agreement of the parties to the dispute or according to the procedure established by this Law, to resolve the dispute.

3. **Place of arbitral examination** means a place where hearings of the arbitral tribunal are held and other actions of examination of a commercial dispute are carried out.

4. **Arbitral examination** means commercial arbitration procedure from the commencement of examination of the dispute in arbitration until the day of coming into effect of the arbitral award or ruling closing the case without making an award on its merits.

5. **Arbitration agreement** means agreement by two or more parties to refer to the arbitral tribunal all or certain disputes arising or which are likely to arise between them in respect of any particular contractual or other legal relationships that may be the subject matter of the arbitral examination. A state, municipality and other public legal entities may also conclude an arbitration agreement.

6. **Regulations of arbitral procedure** means the rules approved by the permanent arbitral institution standing as a basis in examining and resolving disputes in arbitration.

7. **Arbitral tribunal** means an arbitrator or panel of arbitrators handling the arbitration case.

8. **Arbitration place** means the arbitration place indicated in the arbitration agreement or determined by the arbitral tribunal. If the parties have not agreed on the arbitration place or the parties' agreement regarding the arbitration place is not clear and as long as the arbitration place has not been determined by the arbitral tribunal, the arbitration place shall be deemed the office of the permanent arbitral institution; in the case of *ad hoc* arbitration, the residential place or office of the respondent, and in the case of several respondents, the residential place or office of one of the respondents at the claimant's choice. The arbitration place may be different than the place of arbitral examination.

9. **Institutional arbitration** means arbitration, where upon agreement of the parties dispute resolution is organised and administered, conditions are created for arbitral examination and other powers granted under agreement of the parties are exercised by the permanent arbitral institution.

10. **Commercial arbitration** (hereinafter – **arbitration**) means a mode of resolving a commercial dispute where natural persons or legal entities agree to refer or undertake to refer their dispute not to the court, but to the arbitrator (arbitrators) appointed by their agreement or according to the procedure established by this Law (irrespective of whether the arbitration procedure is organised by the permanent arbitral institution (institutional arbitration) or *ad hoc* arbitration is held) who make the arbitral award which is binding upon the parties to the dispute.

11. **Commercial dispute** means any controversy between the parties over issues of fact and/or law arising out of contractual or non-contractual legal relationships, including but not limited to, supply of goods or provision of services, distribution, commercial agency, factoring, lease, contracting, consulting, engineering services, licencing, investing, financing, banking activity, insurance, concession, creation and carrying out of joint venture and any other industrial or business cooperation, compensation of damage caused through violation of rules of the competition law, agreements concluded based on public procurement, transportation of goods or passengers by air, sea and land.

12. **Permanent arbitral institution** means a public legal entity organising and administering arbitration on an ongoing basis.

13. **Chairman of a permanent arbitral institution** means a natural person appointed according to the procedure established by the incorporation documents of the permanent arbitral institution to organise the activities of this institution and discharge the administration functions of this institution and the functions attributed to him by this Law.

14. **Court** means any institution or organisation being a part of the judicial system of the state.

15. **Foreign arbitral award** means an arbitral award made in an arbitration case where the arbitration place is outside the Republic of Lithuania.

#### **Article 4. Interpretation and terms of the Law**

1. In all cases where this Law gives the parties to the dispute the freedom to decide on certain issues, except for the right to select the substantive law applicable to dispute resolution, the parties to the dispute may decide themselves on this issue or appoint any third party or institution to make a decision.

2. The parties to the dispute shall have the right upon their mutual agreement to deviate from all rules of this Law, except for the imperative rules.

3. The agreement of the parties regarding examination of the dispute in arbitration shall also cover application of the provisions of any regulations of arbitral procedure indicated in the above agreement.

4. The provisions of this Law regarding the claim or answer to the claim shall also be applied *mutatis mutandis* to the counterclaim or answer to the counterclaim.

5. The interpretation of this Law and the terms used in it should be subject in a subsidiary manner to the 1985 Model Law of the United Nations Commission on International Trade Law regarding international commercial arbitration, with subsequent amendments and supplements.

6. The issues governed by this Law, but not regulated in detail shall be dealt with in accordance with the principles of justice, reasonableness, good faith and other general principles of law.

7. This Law shall be interpreted to ensure the maximum compliance of the arbitration procedure taking place according to this Law with the arbitration principles.

#### **Article 5. Permanent arbitral institution**

1. Associations of the Republic of Lithuania representing production, business and legal activity undertakings of the Republic of Lithuania may establish independent limited civil liability legal entities having the legal form of a permanent arbitral institution. The main function of a permanent arbitral institution is to organise and administer arbitration, discharge other functions conferred by the parties to the dispute and related to the activity of the permanent arbitral institution.

2. The issues of establishment and management, representation and liability of the permanent arbitral institutions stipulated in paragraph 1 of this article shall be solved according to the procedure established by laws. The statute of the permanent arbitral institution prepared and approved by the founders of the permanent arbitral institution shall be registered with the Register of Legal Entities according to the procedure established by legal acts.

3. The permanent arbitral institution shall be prohibited from resolving disputes by arbitration or exert any influence on the arbitral examination, arbitral tribunal or arbitrators, except for giving advice to the arbitral tribunal regarding the form of an arbitral award. During arbitral examination, the permanent arbitral institution shall only have the rights that were granted to it upon agreement of the parties to the dispute. The permanent arbitral institution may not refuse to fulfil its functions, if it has announced its activities in public and the parties to the arbitral examination pay the permanent arbitral institution the charges established by such permanent arbitral institution.

4. The permanent arbitral institution shall approve the regulations of arbitral procedure. The regulations of arbitral procedure approved by the permanent arbitral institution shall be legally binding upon the parties only where the parties have decided to apply them under their arbitration agreement.

5. The permanent arbitral institution shall be headed by its chairman. The chairman of the permanent arbitral institution shall discharge the functions determined in this Law and attributed to him by the permanent arbitral institution.

#### **Article 6. Receipt of written notifications**

Unless the parties have agreed otherwise, it shall be deemed that:

1) any written notification has been received, if it is delivered to the addressee personally, to its office, place of residence or to the indicated postal address or by electronic communications terminal equipment. If, after an information search, it is impossible to identify any such locations, a written notification shall be deemed to have been received by the addressee when such notification is delivered by registered mail or any other means witnessing the sending of the notification by the sender, to the last known office, residential place or postal address or by the electronic communications terminal equipment of the addressee;

2) the notification is received on the day on which it is handed in or delivered according to item 1 of this article.

**Article 7. Waiver of the right to objection**

1. If a party to the dispute being aware of its infringed right proceeds with participation in the arbitral examination procedure and fails to express its dissent as to such infringement within a reasonable time, such party shall be deemed to have waived its right to objection.

2. The rule established in paragraph 1 of this article shall also be applied to claims regarding recognition of the arbitration agreement as invalid, its cancellation, and recognition and enforcement of the arbitral award.

**Article 8. Principles of arbitration procedure**

1. The arbitral tribunal, permanent arbitral institution and its chairman shall be independent while resolving the issues regulated in this Law.

2. Courts may not interfere with the activity of the arbitral tribunal, permanent arbitral institution and its chairman, except for cases stipulated in this Law.

3. The arbitration procedure shall be confidential.

4. The parties to arbitration shall have equal procedural rights.

5. The parties to arbitration shall have the right to freely dispose of their rights.

6. The arbitration procedure shall take place in compliance with the principle of autonomy of the parties, adversarial principle, principles of economy, cooperation and expedition.

**Article 9. Court's assistance in the arbitration procedure**

1. The arbitration agreement shall not prevent the party or parties or in the cases established by this Law the arbitral tribunal, from applying to:

1) Vilnius District Court regarding performance of the actions indicated in Articles 14, 16, 17, 25, 27, 36 and 38 of this Law;

2) The Court of Appeals of Lithuania regarding performance of the actions indicated in Articles 26, 50 and 51 of this Law.

**CHAPTER II  
ARBITRATION AGREEMENT**

**Article 10. Form of an arbitration agreement**

1. An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate contract concluded by the parties.

2. The arbitration agreement shall be concluded in writing and shall be considered to be valid if:

1) executed as a joint document signed by the parties; or

2) concluded in an exchange by the parties of letters (which may be sent by electronic communications terminal equipment, provided that the integrity and authenticity of the information being transmitted is ensured) or other documents recording the fact of conclusion of such agreement; or

3) concluded through electronic communications terminal equipment, provided that the integrity and authenticity of the information being transmitted is ensured and the information contained therein can be accessed for further use; or

4) the parties exchange a claim and an answer to the claim where one of the parties asserts, while the other party does not deny, that they have concluded the arbitration agreement; or

5) there is other written evidence to the effect that the parties have concluded or recognise the arbitration agreement.

3. The reference in a contract concluded by the parties to a document containing an arbitration clause shall constitute an arbitration agreement, provided that the contract or the document meets the requirements of form established in paragraph 2 of this article.

**Article 11. Judicial recognition of the arbitration agreement**

1. Having received a claim regarding a matter in respect of which the parties have concluded an arbitration agreement in the form established in Article 10 of this Law, the court shall reject the claim. If the fact of conclusion of the arbitration agreement transpires after the court has admitted the claim, the court shall not proceed with the case regarding the matter in respect of which the arbitration agreement was concluded.

2. The arbitration agreement may be recognised as invalid in judicial procedure upon request of one of the parties under the general grounds of recognising transactions as invalid or upon finding violation of the requirements of Articles 10 and 12 of this Law. Upon starting the arbitral examination, the issue of invalidity of the arbitration agreement shall be solved only according to the procedure established in Article 19 of this Law.

3. The court shall stay the case if hearing of the case may not proceed pending the disposition of the arbitration case.

**Article 12. Disputes not to be referred to arbitration**

1. All disputes may be resolved in arbitration, except for cases stipulated in this article.

2. Arbitration may not resolve disputes which should be heard under administrative proceedings or hear cases, the examination of which falls within the competence of the Constitutional Court of the Republic of Lithuania. Disputes arising from family legal relationships and disputes regarding registration of patents, trademarks and design may not be referred to arbitration. Disputes arising from employment and consumption contracts, except for cases where the arbitration agreement was concluded after the dispute arose may not be referred to arbitration.

3. Disputes to which a state or municipal enterprise or an institution or organisation, except for the Bank of Lithuania is a party to, may not be referred to arbitration, unless the prior consent of the founder of such enterprise, institution or organisation regarding the arbitration agreement has been obtained.

4. The Government of the Republic of Lithuania (hereinafter – the Government) or its authorised state institution may conclude an arbitration agreement in respect of disputes relating to commercial contracts concluded by the Government or its authorised state institution under the general procedure.

**CHAPTER III  
COMPOSITION OF THE ARBITRAL TRIBUNAL**

**Article 13. Number of arbitrators**

1. The parties may determine the number of arbitrators. The number of arbitrators shall be uneven. An arbitral award made by an arbitral tribunal consisting of an even number of arbitrators shall not render such an award invalid.

2. Failing such determination, three arbitrators shall be appointed.

**Article 14. Appointment of arbitrators**

1. Any legally capable natural person may be appointed an arbitrator, unless the parties agree otherwise. In all cases the written consent of a person willing to act as an arbitrator shall be required.

2. The parties may agree at their discretion regarding the procedure for appointment of an arbitrator or arbitrators in compliance with the requirements of paragraphs 5 and 6 of this article.

3. Unless the parties agree otherwise, then:

1) where the arbitral tribunal is to consist of three arbitrators, each of the parties shall appoint one arbitrator, and these two arbitrators shall appoint the third arbitrator – the chairman of the arbitral tribunal;

2) where the arbitral tribunal is to consist of one arbitrator and the parties cannot agree regarding such appointment, the chairman of the permanent arbitral institution shall appoint an arbitrator at the request of any of the parties;

3) where the claimant stating its claim fails to appoint an arbitrator within 20 days following the day of stating the claim, the chairman of the permanent arbitral institution shall appoint an arbitrator within 20 days following the expiration of the term for the claimant to appoint an arbitrator;

4) where the respondent fails to appoint an arbitrator within 20 days following the day of receipt of the claim, the chairman of the permanent arbitral institution shall appoint an arbitrator within 20 days following the expiration of the term for the respondent to appoint an arbitrator;

5) where the arbitrators appointed by the parties fail to agree on the appointment of the third arbitrator within 20 days following their appointment, the chairman of the permanent arbitral institution shall appoint this arbitrator within 20 days following the expiration of the term for the arbitrators to appoint the third arbitrator;

6) in case of *ad hoc* arbitration, if the party fails to appoint an arbitrator, Vilnius District Court shall appoint an arbitrator, and if the arbitrators appointed by the parties fail to agree on appointment of the chairman of the arbitral tribunal within 20 days following their appointment, Vilnius District Court shall appoint the chairman of the *ad hoc* arbitral tribunal within 20 days following the expiration of the term for the party to appoint an arbitrator or for the arbitrators to appoint the chairman of the arbitral tribunal.

4. If upon agreement by the parties regarding the procedure for appointment of arbitrators, one of the parties fails to comply with this agreement, the arbitral tribunal shall be composed according to the procedure established in paragraph 3 of this article.

5. Where two or more claimants are involved in arbitration (procedural cooperation), while submitting their claim to the arbitral tribunal co-claimants shall present a written agreement regarding appointment of a joint arbitrator. If while submitting their claim the co-claimants have failed to present a written agreement regarding appointment of a joint arbitrator to the arbitral tribunal, the co-claimants shall present such agreement to the arbitral tribunal within 20 days following the day of submitting the claim to the arbitral tribunal. Should the co-claimants fail to appoint an arbitrator within this term, the chairman of the permanent arbitral institution shall appoint an arbitrator within 20 days following the expiration of the above term. In the case of *ad hoc* arbitration, should the co-claimants fail to appoint an arbitrator within the set term, Vilnius District Court shall appoint an arbitrator within 20 days following the expiration of the above term.

6. Where two or more respondents are involved in arbitration (procedural cooperation), the co-respondents shall present a written agreement regarding appointment of a joint arbitrator. The written agreement shall be presented to the arbitral tribunal within 20 days following the day of receipt of a request of the claimant or the co-claimants to appoint an arbitrator. Should the co-respondents fail to appoint an arbitrator within this term, the chairman of the permanent arbitral institution shall appoint an arbitrator within 20 days following the expiration of the above term. In case of *ad hoc* arbitration, should the co-respondents fail to appoint an arbitrator within the set term, Vilnius District Court shall appoint an arbitrator within 20 days following the expiration of the above term.

7. While appointing an arbitrator (arbitrators), the chairman of the permanent arbitral institution or Vilnius District Court shall take into consideration the essence of the dispute,

the requirements for the arbitrator as agreed by the parties, as well as the circumstances ensuring the independence and impartiality of the arbitrator (arbitrators).

8. Decisions made by the chairman of the permanent arbitral institution falling within his competence in the cases stipulated in this article, as well as rulings made by Vilnius District Court falling within its competence in the cases stipulated in this article, shall be final and not subject to appeal.

#### **Article 15. Grounds for challenging an arbitrator**

1. A person approached in connection with his/her possible appointment as an arbitrator shall, prior to giving his/her consent to act as an arbitrator and taking into consideration Article 6 of this Law, notify in writing the parties, the permanent arbitral institution, Vilnius District Court (or other entity when the parties' agreement or the arbitration rules chosen by the parties obligate to do so) on all circumstances likely to give rise to reasonable doubts as to his/her independence or impartiality. The arbitrator shall also notify the existence of such circumstances after his/her appointment or during the arbitral examination, if he/she has not done so before or the circumstances have occurred after his/her appointment or during the arbitral examination.

2. An arbitrator may be challenged only where there are reasonable doubts as to his independence or impartiality or when he has no qualification as agreed by the parties.

3. A party may inform the arbitrator appointed by it or together with the other party about the challenge only for circumstances of which the party becomes aware after the appointment has been made.

#### **Article 16. Procedure for challenging an arbitrator**

1. The parties may agree on challenging the arbitrator, appealing against the decision on challenging the arbitrator and other matters pertaining to the procedure for challenging the arbitrator.

2. In the absence of agreement regarding the procedure for challenging the arbitrator, a party intending to challenge the arbitrator shall notify the arbitral tribunal in writing on the reasons for challenging within 15 days after it has become aware of the composition of the arbitral tribunal or the circumstances indicated in Article 15.2 of this Law. Unless the arbitrator subject to challenge resigns from his office or the other party agrees to the challenge, the remaining arbitrators of the arbitral tribunal shall decide this issue of challenging the arbitrator. If the arbitral tribunal consists of one arbitrator or all arbitrators of the arbitral tribunal are challenged, the arbitrator himself/herself (the arbitrators themselves) shall decide on the issue of challenge.

3. If the challenge is rejected according to the procedure established in paragraph 2 of this article, the challenging party may, within 20 days after having received the notice on rejection of the challenge, request Vilnius District Court to make a ruling on challenging the arbitrator. The ruling made by Vilnius District Court on this matter shall be final and not subject to appeal. While the party's request regarding challenging the arbitrator is being considered by Vilnius District Court, the arbitral tribunal, including the arbitrator subject to challenge, may proceed with the arbitral examination and make an arbitral award.

#### **Article 17. Termination of the arbitrator's mandate**

1. If an arbitrator becomes *de jure* or *de facto* unable to perform his functions or delays performing his functions without any valid reasons, he shall resign his office. The arbitrator's mandate shall terminate if he resigns or the parties agree on his removal from the office. If the arbitrator fails to perform his duty to resign or the parties fail to agree on his removal from office, any of the parties may apply to the chairman of the permanent arbitral institution regarding resolution of the respective issue. In such case, the decision of the chairman of the permanent arbitral institution shall be final and not subject to appeal. In the

case of *ad hoc* arbitration the respective issue shall be resolved by Vilnius District Court; the ruling of this court shall be final and not subject to appeal.

2. Termination of the arbitrator's mandate shall not constitute recognition of any of the grounds stipulated in this article or Article 15.

**Article 18. Appointment of a substitute arbitrator**

1. Where the mandate of an arbitrator terminates according to Articles 15 or 17 of this Law or the arbitrator resigns from office due to other reasons or the arbitrator's mandate terminates on other grounds, a substitute arbitrator shall be appointed according to the same procedure that was applicable to the appointment of the arbitrator whose mandate terminated.

2. Upon appointment of a substitute arbitrator, the case shall be reheard, unless the parties agree otherwise.

**CHAPTER IV  
COMPETENCE OF THE ARBITRAL TRIBUNAL**

**Article 19. Right to make a decision on the competence to examine a dispute**

1. The arbitral tribunal shall have the right to make a decision on its competence to examine the dispute, including cases where doubts arise in respect of the existence of an arbitration agreement or its validity. To this end, the arbitration clause, which forms a part of the contract, shall be treated as an agreement not contingent on the other conditions of the contract. The decision of the arbitral tribunal regarding recognition of the contract as invalid, shall not entail per se recognition of the arbitration clause as invalid.

2. The party's plea that the arbitral tribunal is incompetent to arbitrate shall be made not later than submission of the statement of defence. The party's participation in appointing an arbitrator shall not preclude it from raising such a plea. The plea that the arbitral tribunal is incompetent to arbitrate shall be made as soon as the matter alleged by the party to be beyond the competence of the arbitral tribunal is raised during the arbitral examination. The arbitral tribunal may admit the plea stipulated in this paragraph later on, if it considers such delay justified.

3. The arbitral tribunal may rule on the plea indicated in paragraph 2 of this article by making a partial or final arbitral award.

**CHAPTER V  
INTERIM MEASURES AND PRELIMINARY RULINGS**

**Article 20. Interim measures**

1. Unless the parties have agreed otherwise, upon request of any of the parties the arbitral tribunal, having notified the other parties, may by its ruling apply interim measures aimed at ensuring the fulfilment of the party's claims and preserving the evidence.

2. Interim measures may include the following:

1) prohibiting the party from participating in certain transactions or performing certain actions;

2) obligating the party to protect the property relating to the arbitral examination, provide a deposit, bank or insurance guarantee;

3) obligating the party to preserve the evidence that may be relevant to the arbitral examination.

3. A party requesting the arbitral tribunal to apply the interim measures indicated in items 1 and 2 of paragraph 2 of this article shall prove that:

1) its claims in action are likely justified; determination of such likelihood shall not entail the right of the arbitral tribunal to make another award or ruling subsequently during the arbitration examination;

2) failure to take these measures may render enforcement of the arbitral award considerably more difficult or impossible;

3) interim measures are economic and proportional to the goal to be achieved by such measures.

4. A party requesting the arbitral tribunal to apply the interim measures indicated in item 3 of paragraph 2 of this article shall prove that:

1) the evidence requested to be preserved may be relevant to the case;

2) there is a real threat that upon failure to undertake the interim measures the evidence requested to be preserved will be destroyed or damaged by the other party thus making them unusable during the arbitral examination.

5. The arbitral tribunal may obligate the party to notify immediately on any material change of circumstances that were taken as a basis for resolving the issue regarding application of interim measures.

#### **Article 21. Preliminary rulings**

1. Unless the parties have agreed otherwise, a party may request the arbitral tribunal to apply interim measures without notice to the other party by submitting an application for a preliminary ruling obligating the respective party not to take any actions that may impede the applying of interim measures during the examination of the application for interim measures.

2. The party requesting the arbitral tribunal to make a preliminary ruling shall prove that:

1) the notice to the other party on the application for interim measures may significantly prevent the goals of such measures from being achieved;

2) the grounds indicated in items 1 and 3 of Article 20.3 of this Law are present.

3. The party requesting the arbitral tribunal to make a preliminary ruling shall reveal to the arbitral tribunal all the circumstances that may be relevant in examining this request. The party shall have this duty throughout the term of the preliminary ruling.

4. Upon making a preliminary ruling, the arbitral tribunal shall immediately deliver the application for interim measures, the application for a preliminary ruling, the preliminary ruling itself and any correspondence of the party applying for the preliminary ruling and the arbitral tribunal (if any) (including information about oral examination of the application for a preliminary ruling, if such examination was held) to all the parties according to the procedure established in Article 6 of this Law.

5. The arbitral tribunal shall provide the party in respect of which the preliminary ruling was made with the possibility to be heard and examine the points of defence of this party in respect of the preliminary ruling as expeditiously as possible.

6. The preliminary ruling shall be effective for 20 days following making of the ruling. During this period, the arbitral tribunal, having heard the party in respect of which the preliminary ruling is made and having examined the points of defence of this party, if any, may apply the respective interim measures.

7. The preliminary ruling shall be binding upon the parties, however, it shall not be a document subject to enforcement.

#### **Article 22. Revising and repealing rulings on interim measures and repealing of preliminary rulings**

Upon request of the party and in exclusive cases upon notifying all parties, the arbitral tribunal may on its own initiative revise, repeal the ruling on interim measures or repeal the preliminary ruling.

#### **Article 23. Securing compensation of losses that might possibly be incurred through the application of interim measures or making of a preliminary ruling**

1. The arbitral tribunal may obligate the party applying for interim measures to provide security for compensation of the other party's losses that might possibly be incurred through the application of interim measures.

2. The arbitral tribunal shall obligate the party applying for a preliminary ruling to provide security for compensation of the other party's losses that might possibly be incurred through making a preliminary ruling, unless it finds no grounds for requesting security for compensation of such losses.

**Article 24. Compensation of losses that might possibly be incurred through application of interim measures or making of a preliminary ruling**

1. Having applied for interim measures or a preliminary ruling, the party shall be liable for the losses incurred through application of these interim measures or making of the preliminary ruling, if it is subsequently found during the arbitral examination that the applied interim measures or the preliminary ruling are groundless.

2. Upon the party's request, the arbitral tribunal may by its final award obligate the party upon whose request the interim measures were applied to compensate the losses incurred through application of the interim measures.

**Article 25. Enforcement of rulings on interim measures and grounds for refusing to issue an enforcement order**

1. The ruling of the arbitral tribunal on interim measures shall be a document subject to enforcement.

2. Should the ruling of the arbitral tribunal on interim measures not be enforced, Vilnius District Court shall, upon the party's request and according to the procedure established in the Code of Civil Procedure of the Republic of Lithuania (hereinafter – the Code of Civil Procedure), issue an enforcement order. The application for an enforcement order shall be examined at a court hearing upon notice to the parties to the arbitral examination. Failure by the parties to appear at the hearing shall not prevent the court from deciding on the matter of issuing the enforcement order.

3. The party upon whose request Vilnius District Court issued the enforcement order for enforcing the ruling on interim measures shall immediately notify this court of any change or cancellation of the interim measures. The request for revising or cancelling the enforcement order shall be examined at a court sitting upon notifying the parties to the arbitral examination. Failure by the parties to appear at the hearing shall not prevent the court from deciding on the matter of revising or cancelling the enforcement order.

4. Vilnius District Court may refuse to issue an enforcement order only if:

1) insufficient data is presented for determination of the mandatory content of the enforcement order and such deficiency cannot be removed during the examination of the request for the enforcement order in the court;

2) the party in respect of which the enforcement order is requested proves that the arbitral tribunal has not notified it properly on the examination of the matter regarding application of the interim measures thus preventing the party from presenting its own explanations;

3) the arbitral tribunal obviously exceeded its competence in making the ruling on interim measures;

4) the ruling of the arbitral tribunal on securing compensation of losses that might possibly be incurred through application of the interim measures has not been enforced;

5) the arbitral tribunal has revised or cancelled the ruling on interim measures.

5. A separate complaint may be submitted against the ruling of Vilnius District Court on refusal to issue the enforcement order.

**Article 26. Recognition or enforcement of foreign arbitral awards or rulings on interim measures and grounds for refusal to recognise or enforce a foreign arbitral award or ruling**

1. An arbitral award or ruling on interim measures made in any other state may be recognised and enforced in the territory of the Republic of Lithuania.

2. A party's request to recognise and allow enforcement of the foreign arbitral award or ruling on interim measures shall be submitted to the Court of Appeals of Lithuania. The content of this request shall be subject *mutatis mutandis* to the provisions of Article 51.2 of this Law.

3. The Court of Appeals of Lithuania may by its ruling refuse to recognise or enforce a foreign arbitral award or ruling on interim measures, if:

1) enforcement of such award or ruling in the territory of the Republic of Lithuania is impossible;

2) there are the grounds stipulated in items 2, 3, 4 and 5 of Article 25.4 of this Law.

4. The appealing against the rulings of the Court of Appeals of Lithuania stipulated in this article shall be subject *mutatis mutandis* to the provisions of Article 51.3 of this Law.

**Article 27. Applying of interim measures and preserving of evidence by the court ruling**

1. A party shall have the right to apply to Vilnius District Court for interim measures or preservation of evidence before commencement of the arbitral examination or before the formation of the arbitral tribunal. Upon the party's request, the court may also apply the interim measures or preserve the evidence after the formation of the arbitral tribunal. Accordingly, the other party shall have the right according to the procedure established in the Code of Civil Procedure to request securing compensation of losses that might possibly be incurred through application of the interim measures or preserving the evidence.

2. Refusal by the court to apply the interim measures or preserve the evidence shall not prevent the party from requesting the arbitral tribunal during the arbitral examination to apply the interim measures or preserve the evidence.

**CHAPTER VI  
ARBITRAL EXAMINATION**

**Article 28. General provisions of arbitral examination**

1. The parties to the dispute shall have equal procedural rights in arbitration proceedings. Each of the parties shall be provided with equal possibilities to justify its claims or points of defence.

2. In compliance with the imperative provisions of this Law, the parties to the dispute may agree on the procedure according to which their disputes will be examined in arbitration.

3. Failing such agreement of the parties regarding the procedure for examination of disputes, the arbitral tribunal may, in compliance with the provisions of this Law, examine the dispute according to the procedure it deems appropriate.

**Article 29. Place of arbitral examination**

1. The parties may agree on the place of arbitral examination. Failing such agreement, the place of arbitral examination shall be established by the arbitral tribunal taking into consideration the circumstances of the case and convenience for the parties.

2. Notwithstanding the provisions of paragraph 1 of this article, the arbitral tribunal may, unless the parties agree otherwise, gather at any place they deem suitable for arbitrators' consultations where they can hear the witnesses, experts or parties, examine the documents, goods or other property.

**Article 30. Commencement of arbitral examination**

Unless the parties agree otherwise, the arbitral examination shall be deemed to have been commenced on the day on which the respondent received a request for arbitration or a claim. The request for arbitration or the claim shall contain the names or first and last names of the parties, the essence of the dispute, the reference to the arbitration agreement and the candidacy of the arbitrator. The claim shall comply with the requirements of Article 32 of this Law.

### **Article 31. Arbitration language**

1. Unless the parties agree otherwise, the language or languages to be used during the arbitral examination shall be determined by the arbitral tribunal. Unless the parties have agreed on the arbitration language, until the arbitral tribunal determines the arbitration language, the arbitration language shall be deemed the language in which the arbitration agreement is concluded.

2. The arbitration language shall be used for submission to the arbitral tribunal and the permanent arbitral institution of all written documents of the parties, conducting the arbitral examination, drawing up of awards, rulings of the arbitral tribunal and the permanent arbitral institution or other documents adopted by the arbitral tribunal and the permanent arbitral institution, unless otherwise determined in the agreement of the parties or the ruling of the arbitral tribunal.

3. The arbitral tribunal may determine other arbitration language at any time during the arbitral examination, unless it may result in infringement of the right to be heard of the parties.

### **Article 32. Claim and statement of defence**

1. Within the term agreed by the parties or determined by the arbitral tribunal, the claimant shall indicate the circumstances justifying his claim, issues in dispute, appoint an arbitrator (if no arbitrator has been appointed) and state claims in action, while the respondent shall submit its points of defence, unless the parties have agreed otherwise.

2. Unless the parties agree otherwise, during the arbitral examination, any of them may change or supplement their claims in action or statement of defence, except for cases where the arbitral tribunal recognises that it is not expedient to allow such changes or supplements to be made due to unreasonably delayed submission thereof.

### **Article 33. Evidence and burden of proof**

1. Unless the parties have agreed otherwise or otherwise required under the law applicable to the dispute, each of the parties shall prove the circumstances justifying its claims or points of defence.

2. During the arbitral examination, the arbitral tribunal may request the parties to present documents or other evidence relating to the case being examined.

3. The arbitral tribunal shall have the right to refuse to admit the evidence which could have been presented earlier during the arbitral examination and the presentation of which will delay the arbitral examination.

4. Unless the parties agree otherwise, no evidence shall be binding on the arbitral tribunal.

5. Unless the parties agree on the rules of evidence applicable to the arbitral examination, such rules shall be determined by the arbitral tribunal. Until determination of the rules of evidence applicable to the arbitral examination, gathering of evidence and distribution of the burden of proof shall be subject to the provisions of this Law.

6. If a party fails to present evidence as requested by the arbitral tribunal, the arbitral tribunal may make an award based on the available evidence or in exceptional cases evaluate the fact of failure to present the evidence against the defaulting party.

7. The arbitral tribunal shall have the right to establish the admissibility, sufficiency and relevance of any evidence to the case.

**Article 34. Oral and written examination of the case**

1. Unless the parties have agreed on the form of arbitral examination, the arbitral tribunal shall decide on the form of arbitral examination. The arbitral examination may be held according to oral, written or other procedure. If the parties have agreed that the case will be examined without direct participation of the parties, the arbitral tribunal shall at any time during the arbitral examination switch to an oral examination, if so requested by any of the parties to the dispute.

2. The parties shall be notified on all hearings of the arbitral tribunal in advance, with reasonable notice of time required.

3. All evidence, documents or other information presented by a party to the arbitral tribunal shall be presented to the other party. Evidence, documents or other information received by the arbitral tribunal shall also be presented to the parties.

**Article 35. Absence of a party**

Unless the parties have agreed otherwise, where a party fails to present a mandatory procedural document or does not take part in the arbitral hearing without a valid reason, the arbitral tribunal shall have the right to proceed with the arbitral examination and make an arbitral award based on the evidence available in the case or make procedural decisions stipulated in Article 49 of this Law.

**Article 36. Witnesses and experts**

1. The arbitral tribunal shall determine the time, place and mode of examination of witnesses and experts.

2. If persons called as witnesses fail to appear or having appeared refuse to be witnesses, the arbitral tribunal may allow the party requesting examination of the witness to apply to Vilnius District Court within the term set by the arbitral tribunal requesting examination of the witnesses according to the procedure established in the Code of Civil Procedure and this Law. Examination of witnesses in Vilnius District Court shall be *mutatis mutandis* subject to the provisions of the ninth clause of Chapter XIII of Section II of the Code of Civil Procedure. During examination of witnesses in court, the arbitral tribunal may stay or postpone the arbitral examination.

3. Unless the parties agree otherwise, the arbitral tribunal may:

1) appoint one or several experts to present findings on particular questions given by the arbitral tribunal;

2) request a party to provide any information related to the case to the expert, present or make conditions for reviewing the evidence pertaining to the case.

4. Unless the parties have agreed otherwise, and any party requests or the arbitral tribunal so decides, the expert must participate at the hearing and present his findings and answer the questions put to him by the parties or the arbitral tribunal.

5. The parties shall have the right to request the arbitral tribunal to examine their witnesses.

**Article 37. Joining of arbitration cases**

Arbitration cases may be joined upon agreement of the parties.

**Article 38. Assistance of the court in gathering evidence**

The arbitral tribunal or a party, upon approval of the arbitral tribunal, shall have the right to apply to Vilnius District Court and request assistance in gathering evidence. Gathering of evidence in court shall be *mutatis mutandis* subject to the provisions of the ninth clause of Chapter XIII of Section II of the Code of Civil Procedure. The arbitrators and the parties shall have the right to take part in any hearing of Vilnius District Court held under

the request stipulated in this article and ask questions, present explanations orally or in writing and exercise other procedural rights required for gathering evidence.

## **CHAPTER VII**

### **MAKING OF AWARDS AND CLOSING OF THE ARBITRATION PROCEEDINGS WITHOUT MAKING AN AWARD ON THE MERITS**

#### **Article 39. Substantive law applicable to a dispute**

1. The arbitral tribunal shall resolve disputes in accordance with the law selected by the parties as applicable to the dispute. The reference to the applicable foreign law shall mean reference to the national substantive law of the respective state, rather than the international private law of that state.

2. If the parties have failed to agree on the applicable law, the arbitral tribunal shall apply the law, which in the justified opinion of the arbitral tribunal, is applicable in resolving a particular dispute, including trade customs (*lex mercatoria*).

3. The arbitral tribunal acts based on the principles *ex aequo et bono* (at equity) or *amiable compositeur* (amicable mediation) only in cases where the parties expressly authorise it to do so.

#### **Article 40. Making of an award by the arbitral tribunal consisting of several arbitrators**

1. Unless the parties have agreed otherwise, an arbitral award shall be made by a majority vote of the arbitrators. In there is no majority of votes for making the arbitral award or in case of a tie, the chairman of the arbitral tribunal shall have the casting vote.

2. Notwithstanding the provisions of paragraph 1 of this article, procedural issues of the arbitral examination may be solved unilaterally by the chairman of the arbitral tribunal, provided he is authorised by the parties or all other arbitrators of the arbitral tribunal for that purpose.

3. If an arbitrator refuses to participate in examining a dispute by the arbitral tribunal without any valid reason, this shall not preclude the remaining arbitrators of the arbitral tribunal from making a legitimate award.

#### **Article 41. Taking effect and enforcement of an arbitral award**

1. An arbitral award shall take effect from the moment it is made and shall be enforced by the parties.

2. An arbitral award shall be deemed made from the date indicated in the arbitral award.

3. After the arbitral award takes effect, the same parties to the dispute shall not have the right to state a further claim regarding the same subject and on the same grounds.

4. An arbitral award shall be a document subject to enforcement, to be enforced from the moment of taking effect according to the procedure established in the Code of Civil Procedure.

#### **Article 42. Types of arbitral awards**

1. The arbitral tribunal may make a final award on the merits, a partial award and an additional award.

2. The arbitral tribunal shall have the right to make rulings on procedural matters.

#### **Article 43. Final arbitral award**

The arbitral tribunal shall fully resolve the dispute by making its final award.

#### **Article 44. Partial arbitral award**

1. The arbitral tribunal shall resolve a part of the dispute by making a partial award.

2. The partial arbitral award shall be final only in respect of the part of the dispute that has been resolved in full.

3. A partial arbitral award may be made:

1) on the competence of the arbitral tribunal to examine the dispute (Article 19 of this Law);

2) on independent claims arising from substantive legal relationships;

3) in other cases stipulated by the parties or the arbitral tribunal.

#### **Article 45. Additional arbitral award. Revision and interpretation of an arbitral award**

1. An additional arbitral award shall be made to resolve the claims stated during the arbitral examination, however, not resolved by the arbitral award made. The additional award may also be made to revise or interpret the arbitral award where it is necessary:

1) to correct spelling, arithmetic or other similar mistakes in the arbitral award;

2) to elucidate the substantive provisions of the arbitral award or its item;

3) to resolve the issue of distribution of the arbitration costs.

2. The additional arbitral award may be made on the initiative of the arbitral tribunal or upon request of an interested party. The arbitral tribunal may on its initiative make an additional award within 30 days after the final arbitral award has been made. An interested party shall have the right to submit a request for an additional arbitral award not later than 30 days following the day of receipt of the arbitral award.

3. The additional arbitral award shall be made within 30 days after the request for this award of the interested party has been received. The additional award shall be a composite part of the arbitral award and shall be subject to the provisions of Article 46 of this Law.

4. The arbitral tribunal shall have the right to extend or renew the terms set in paragraphs 2 and 3 of this article.

5. The additional award may not alter the essence of the arbitral award.

#### **Article 46. Form and content of the award of the arbitral tribunal**

1. An award of the arbitral tribunal shall be in writing and signed by the arbitrators or the arbitrator. The arbitral award shall be legitimate if signed by a majority of arbitrators with the other arbitrators indicating their reasons for not signing. An arbitrator or arbitrators disagreeing with the opinion of the majority shall have the right to present their separate opinion in writing which shall be attached to the arbitral award. The parties may agree that the chairman of the arbitral tribunal may sign the award unilaterally.

2. The arbitral award shall contain the reasoning on which it is based, unless the parties have agreed that reasoning is not necessarily to be provided or the arbitral award is made on the agreed terms under item 1 of Article 47.1 of this Law.

3. The arbitral award shall state the date and place of making it. The arbitral award shall be deemed to have been made on the date and at the location as indicated in the arbitral award.

4. Each party shall be given a copy of the signed arbitral award. Delivery of the arbitral award may be postponed until the arbitration costs have been paid in full.

#### **Article 47. Settlement of a dispute**

1. The parties shall have the right to complete the arbitration case by a settlement agreement. Upon request by the parties, the arbitral tribunal shall have the right:

1) to approve the settlement agreement concluded by the parties by an arbitral award;

or

2) to make a ruling on termination of the arbitration proceedings.

2. The arbitral award approving the settlement agreement concluded by the parties shall be a final arbitral award.

**Article 48. Decision on arbitration costs**

1. Arbitration costs shall include:
  - 1) the arbitrators' fees and other reasonable expenses incurred by them;
  - 2) expenses incurred by the permanent arbitral institution or other reasonable expenses incurred under agreements of the parties;
  - 3) reasonable expenses incurred by the parties.
2. Fee rates applied by the permanent arbitral institution, procedure for calculation, payment and repayment of arbitration costs shall be established in the regulations of arbitral procedure and/or agreement of the parties not contradicting the regulations of arbitral procedure. In case of *ad hoc* arbitration the amount of arbitrators' fees, the procedure for calculation, payment and repayment of the arbitration costs shall be established by the parties' agreement and/or in the *ad hoc* arbitration rules.
3. Unless the parties have agreed otherwise, in view of the circumstances of the case, and the conduct of the parties, the arbitral tribunal shall distribute the arbitration costs for the parties in its arbitral award.
4. Whenever the case is closed on any of the grounds indicated in this law, the arbitral tribunal shall have the right to resolve the issue of distribution of the arbitration costs on its own initiative.

**Article 49. Closing of arbitral examination**

1. The arbitral examination is completed by a final arbitral award or a ruling made by the arbitral tribunal on the grounds stipulated in paragraphs 2 and 4 of this article.
2. The arbitral tribunal shall make a ruling to terminate the arbitral examination where:
  - 1) the case may not be examined in arbitration;
  - 2) the judgment of the court has taken effect in respect of the dispute between the same parties, regarding the same subject and on the same grounds;
  - 3) the arbitral award has taken effect in respect of the dispute between the same parties, regarding the same subject and on the same grounds;
  - 4) the claimant has withdrawn its claim, unless the respondent objects to such withdrawal of the claim and the arbitral tribunal recognises the legal interest of the respondent to finally resolve the dispute;
  - 5) the parties have concluded a settlement agreement or the arbitral tribunal has decided to close the arbitration proceedings by a ruling according to the procedure established in item 2 of Article 47.1 of this Law;
  - 6) the natural person who was one of the parties to the proceedings has died and succession of his/her rights is not possible;
  - 7) the legal body that was one of the parties to the proceedings has been liquidated and succession of its rights is not possible;
  - 8) it is impossible to examine the arbitration case and the claimant has no right to apply to arbitration in future regarding resolution of the same dispute.
3. Upon termination of the arbitral examination, the parties shall not be allowed to make a repeat application to arbitration regarding a dispute between the same parties, regarding the same subject and on the same grounds.
4. The arbitral tribunal shall have the right to make a ruling on not proceeding with a request for arbitration or the claim where:
  - 1) the request for arbitration or the claim was filed by a legally incapable natural person;
  - 2) the request for arbitration or the claim was filed on behalf of the claimant by a person not authorised to plead the arbitration case;
  - 3) the arbitral tribunal examines the dispute between the same parties, regarding the same subject and on the same grounds;

4) having not requested that the case be examined in their absence, both parties have failed to appear without valid reasons;

5) the person who has filed the request for arbitration or the claim has failed to pay the determined arbitration costs;

6) the claimant does not file a claim according to the requirements of Articles 30 or 32 of this Law;

7) the parties against which no bankruptcy proceedings have been brought request not to examine the dispute in arbitration based on paragraph 8 of this article;

8) the arbitral tribunal decides that the arbitration case is not subject to further examination or its examination is impossible.

5. A decision not to proceed with the request for arbitration or the claim shall not preclude the parties from repeat applications to arbitration regarding resolution of the dispute.

6. A ruling of the arbitral tribunal shall take effect from the moment it is made and must be enforced by the parties.

7. Instituting bankruptcy proceedings against a party to the arbitration agreement or application of other bankruptcy proceedings against a party to the arbitration agreement shall have no impact on the arbitration proceedings, validity and application of the arbitration agreement, the possibility to resolve the dispute in arbitration and the competence of the arbitration tribunal to resolve the dispute, except for the cases stipulated in paragraphs 8 and 9 of this article.

8. A company against which bankruptcy proceedings are instituted may not conclude a new arbitration agreement. Property claims against a party to the arbitration agreement against which bankruptcy proceedings are instituted shall be examined in the court instituting the bankruptcy proceedings, upon request of all parties to the arbitration agreement against which no bankruptcy proceedings are instituted.

9. If property claims against the party to the arbitration agreement against which bankruptcy proceedings are instituted are examined in arbitration, the arbitral tribunal shall provide a reasonable period of time to the bankruptcy administrator to become familiar with the arbitration proceedings and prepare for its examination, and the claimant shall notify the court examining the bankruptcy proceedings on the claims being examined in arbitration and present explanations justifying such claims and schedule of evidence. The arbitral tribunal shall in its award determine the amount of the mutual claims of the parties. Upon making the arbitral award, the court examining the bankruptcy proceedings shall approve the mutual claims of the parties determined in the arbitral award. The court examining the bankruptcy case may refuse to approve the creditor's claims examined in arbitration until the arbitral award approving the amount of those claims has been made; however, the court shall approve all undisputed claims (undisputed part thereof) according to the procedure established by the Enterprise Bankruptcy Law of the Republic of Lithuania.

10. The powers of the arbitral tribunal shall expire upon making the final arbitral award (except for the cases stipulated in Article 45 and Article 50.6 of this Law), termination of the arbitral proceedings or decision not to proceed with the request for arbitration or the claim.

## **CHAPTER VIII SETTING ASIDE THE ARBITRAL AWARD**

### **Article 50. Grounds and procedure for setting aside the arbitral award**

1. An arbitral award may be set aside upon submitting an appeal to the Court of Appeals of Lithuania on the grounds stipulated in this article.

2. Upon admitting the appeal regarding the arbitral award made, the Court of Appeals of Lithuania may, at the request of one of the parties, suspend enforcement of the arbitral award in exceptional cases.

3. The Court of Appeals of Lithuania may set aside an arbitral award when the party submitting the appeal presents evidence demonstrating that:

1) one of the parties to the arbitration agreement was legally incapable under the applicable laws or the arbitration agreement is not effective under the laws applicable by the parties' agreement, or if the parties have not agreed regarding the laws applicable to the arbitration agreement, according to the laws of the state in which the arbitral award was made; or

2) the party against which the arbitral award is intended to be invoked was not properly notified on the appointment of the arbitrator or the arbitral examination or otherwise was not provided with a possibility to present its own explanations; or

3) the arbitral award was made in respect of the dispute or the part of the dispute that was not referred to arbitration. If the part of the dispute referred to arbitration may be separated, that part of the arbitral award resolving the issues referred to arbitration may be recognised and enforced; or

4) the composition of the arbitral tribunal or the arbitration proceedings did not meet the agreement of the parties and/or the imperative provisions of this Law; or

5) the dispute may not be referred to arbitration according to the laws of the Republic of Lithuania; or

6) the arbitral award contradicts the public policy of the Republic of Lithuania.

4. The Court of Appeals of Lithuania verifies *ex officio* whether the arbitral award appealed against contradicts the grounds established in items 5 and 6 of paragraph 3 of this article.

5. The Court of Appeals of Lithuania refuses to admit the appeal which was filed after one month following the admitting of the arbitral award, and if the appeal was filed in respect of the additional award stipulated in Article 45 of the Law, following the day on which the arbitral tribunal made the additional award.

6. Upon receipt of an appeal regarding the arbitral award, the Court of Appeals of Lithuania may by its reasoned ruling, if so requested by a party to the dispute, suspend the proceedings regarding setting aside the arbitral award in order for the arbitral tribunal to be able to resume the examination or take other actions which, in the opinion of the Court of Appeals of Lithuania, would remove the basis for setting aside the arbitral award.

7. The ruling of the Court of Appeals of Lithuania stipulated in paragraph 6 of this article regarding staying of proceedings and the ruling regarding setting aside or refusal to set aside the arbitral award may be appealed against to the Supreme Court of Lithuania according to the procedure established by the Code of Civil Procedure.

## **CHAPTER IX RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS**

### **Article 51. Recognition and enforcement of foreign arbitral awards**

1. An arbitral award made in any state – a party to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards shall be recognised and enforced in the Republic of Lithuania according to the provisions of this article and the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

2. A party requesting to recognise or recognise and enforce a foreign arbitral award shall submit a request to the Court of Appeals of Lithuania. This request shall be accompanied by the originals of the foreign arbitral award requested to be recognised or recognised and enforced and the arbitration agreement or properly certified copies thereof. If the arbitral award or the arbitration agreement is not drawn up in the official language of the state, the applying party shall present properly certified translations of these documents into the official language of the state.

3. The Court of Appeals of Lithuania shall make a ruling in respect of a request for recognising or recognising and enforcing a foreign arbitral award. This ruling shall come into

effect from the moment it is made. The ruling of the Court of Appeals of Lithuania may be appealed against to the Supreme Court of Lithuania within 30 days following the day on which it was made. Filing of the appeal regarding the ruling of the Court of Appeals of Lithuania stipulated in this paragraph and the proceedings under this appeal shall be subject *mutatis mutandis* to the provisions of Chapter XVII of the Code of Civil Procedure.

4. Once the ruling regarding recognition or recognition and enforcement of foreign arbitral award takes effect, the foreign arbitral award shall be a document subject to enforcement according to the procedure established in the Code of Civil Procedure.

ALGIRDAS BRAZAUSKAS  
PRESIDENT OF THE REPUBLIC OF LITHUANIA