

Arbitration Clause (Ad Hoc Arbitration, Sole Arbitrator)

All disputes, claims, or disagreements arising out of or in connection with this Agreement, including its conclusion, validity, interpretation, performance, breach, or termination, shall be finally resolved by arbitration.

The arbitration shall be conducted as an ad hoc arbitration by one (1) arbitrator, in accordance with the law of the seat of arbitration and, subsidiarily, under the UNCITRAL Arbitration Rules, insofar as they are not in conflict with the mandatory provisions of the applicable law.

The arbitrator shall be appointed by agreement of the parties. If the parties fail to agree on the appointment of the arbitrator within thirty (30) days from the date of delivery of the request for arbitration, the arbitrator shall be appointed, upon the request of either party, by the President of the Arbitration Center of the Czech-Venezuelan Chamber of Commerce and Industry.

The seat of arbitration shall be [city, country]. The language of the arbitration shall be [Czech / Spanish / other], unless the parties agree otherwise.

The arbitration proceedings shall be private and confidential. The arbitral award shall be final and binding upon both parties. Its recognition and enforcement shall be governed by the applicable legal regulations and international treaties, in particular the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958). The arbitral award shall constitute the final and definitive resolution of the dispute.

The parties undertake to comply with the arbitral award without undue delay.

Arbitration Clause (Three-Member Arbitral Tribunal)

All disputes, claims, or disagreements arising out of or in connection with this Agreement, including its conclusion, validity, interpretation, performance, breach, or termination, shall be finally resolved by arbitration.

The arbitration shall be conducted as an ad hoc arbitration before an arbitral tribunal composed of three (3) arbitrators, in accordance with the law of the seat of arbitration and, subsidiarily, under the UNCITRAL Arbitration Rules, insofar as they are not in conflict with the mandatory provisions of the applicable law.

Each party shall appoint one (1) arbitrator within thirty (30) days from the date of delivery of the request for arbitration. The two arbitrators so appointed shall jointly appoint the third arbitrator, who shall act as the presiding arbitrator of the arbitral tribunal.

If a party fails to appoint its arbitrator within the prescribed time limit, or if the two appointed arbitrators fail to agree on the appointment of the presiding arbitrator within thirty (30) days from the date of their appointment, the missing arbitrator or the presiding arbitrator shall be appointed, upon the request of either party, by the President of the Arbitration Center of the Czech-Venezuelan Chamber of Commerce and Industry.

The seat of arbitration shall be [city, country]. The language of the arbitration shall be [Czech / Spanish / other], unless the parties agree otherwise.

The arbitration proceedings shall be private and confidential. The arbitral award shall be final and binding upon both parties. Its recognition and enforcement shall be governed by the applicable legal regulations and international treaties, in particular the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958). The arbitral award shall constitute the final and definitive resolution of the dispute.

The parties undertake to comply with the arbitral award without undue delay.