

APPENDIX TO THE APPLICATION FOR THE PROCEDURE WITH ENFORCED SOLUTION INFORMATION FOR CONSUMERS

Consumers who opt for the settlement of the disputes between them and traders to be made by the Alternative Dispute Resolution procedure concluded with enforcement of a solution have the following rights and obligations:

- a) The resolution rendered within the procedure is mandatory;
- b) The resolution rendered by the Arbitral tribunal is mandatory for the parties;
- c) The parties may withdraw themselves from the procedure until establishment of the Arbitral tribunal;
- d) The involvement in the procedure shall not exclude the possibility of claiming damages through judicial proceedings;
- e) The proposed resolution may differ from a result established by a court applying the applicable legal provisions;
- f) The procedure is free of charge for the consumer;
- g) The consumer may be assisted/represented by a Consumers' Association which he empowers to this end;
- h) The consumer may be assisted/represented by a third party and/or by a lawyer whose fees shall however, be borne by him;
- i) For the resolution of disputes through the Alternative Dispute Resolution procedures there is a need that, before submitting the application to the Alternative Banking Dispute Resolution Centre, the consumer should have tried the direct settlement of the dispute with the trader. The proof of direct resolution shall be made based on documents;
- j) The resolution of the dispute by means of the Alternative Dispute Resolution procedure concluded with enforcement of a solution takes place, in case the compromise was concluded, upon attempt of the direct resolution of the dispute with the trader;

If the compromise was not concluded upon attempt of direct resolution of the dispute with the trader, it can result, according to art. 12 paragraph 2 of the Rules regarding the ADR procedure concluded with enforcement of a solution, from the filing by the plaintiff consumer, with the Alternative Banking Dispute Resolution Centre, of the application for the resolution of the dispute by means of the Alternative Dispute Resolution procedure concluded with

enforcement of a solution and from the written consent of the trader that the consumer's application be settled by the ABDR Centre through the indicated procedure.

- k) The trader may refuse the settlement of dispute by means of ADR procedures and, in this case, the dispute resolution procedure cannot be initiated;
- l) If the application of the consumer does not comprise all the necessary items, he shall fill it in, within 3 business days from the date on which he is informed about the missing issues;
- m) The consumer decides the number of arbitrators which the arbitral tribunal is made of in the application (1 arbitrator or 3 arbitrators);
- n) If the consumer does not decide the number of arbitrators which the arbitral tribunal is made of, the respective tribunal shall be composed of 3 arbitrators, one appointed by each party and the third, the super-arbitrator, shall be appointed by those two arbitrators;
- o) The consumer has an obligation to appoint from the list of conciliators with legal education published on the site, by the application addressed to the Alternative Banking Dispute Resolution Centre, the arbitrator and the alternate arbitrator in case of the Tribunal with 1 arbitrator. The consumer has an obligation to appoint one arbitrator and one alternate arbitrator in case of the Tribunal made up of 3 arbitrators, from the list of conciliators with legal education;
- p) The consumer may challenge the arbitrator appointed by the trader within 3 business days from the date on which he became aware of the appointment of the arbitrator or of the ground for challenge;
- q) If the consumer does not intend to/does not have any possibility of receiving and sending documents by email, all deadlines shall be rescheduled according to the time needed to send them by registered letter with acknowledgment of receipt.
According to art. 30 of the Rules of procedure regarding the Alternative Dispute Resolution procedure concluded with enforcement of a solution, the documents sent to the parties are deemed delivered also in case the recipient thereof refused the receipt or did not show up to the postal office to pick them up, despite the available proof of notice.
- r) The consumer may request that the trial be conducted as well, in absence;
- s) At the request of the consumer, the Arbitral tribunal may agree to certain steps of the procedure, except for the debate on the merits, to take place by e-mail or exchange of documents in paper form;
- t) The inconsistencies of documents shall be covered unless relied on upon the following hearing date, but before the submission of conclusions on the merits;
- u) Upon the first hearing which is the first arbitration deadline to which the parties which are duly summoned, may submit conclusions, they have also the duty to inform the arbitral tribunal of any objections to establishment and jurisdiction of the arbitral tribunal, whether

they have previously agreed to come to terms, whether they ask for application of equity law, or whether they have filed additional claims, written submissions or documents;

- v) The clerical or computation errors or omissions regarding the names, capacity and submissions of the parties, as well as any other clerical errors in the arbitral award may be corrected ex-officio or further to the request of any party brought up within 5 calendar days since the receipt of the respective arbitral award;
- w) The application for the clarification of the meaning, extension and application of the operative part of the arbitral award must be filed within 5 calendar days since the receipt of the award;
- x) If the arbitral tribunal failed to rule on a head of claim or incidental claim, any of the parties may ask for the respective award to be completed. Such request must be filed within 5 calendar days since the receipt of the sentence.