

**Act of 14 May 2004 No. 25
relating to Arbitration**

(The Arbitration Act)

Chapter 1. General provisions

§ 1 Scope of the Act

The Act governs arbitration pursuant to agreement or statute. The Act governs arbitration taking place in Norway only, unless otherwise provided by Subsections 2 to 4.

The provisions of Sections 7 and 8 shall apply also if the arbitration is taking place abroad or if it has yet to be determined where it will take place.

The courts may make the decisions falling within their jurisdiction pursuant to Sections 13, 15 and 16, cf. Section 6, irrespective of whether it has yet to be determined where the arbitration will take place, provided that at least one of the parties has its place of business or its regular place of abode in Norway.

Chapter 10 shall also apply in respect of foreign arbitral awards.

§ 2 Derogation from the provisions in the Act

The provisions of the Act may be derogated by agreement to the extent specified in each Section.

§ 3 When a written communication is deemed to have been received

Unless otherwise agreed, any written communication is deemed to have been received on the day the document is delivered to the addressee personally or to his place of business, habitual residence or mailing address. If none of these addresses can be found after a reasonable inquiry, a written communication is deemed to have been received on the day the document is sent to the addressee's last-known place of business, habitual residence or mailing address. If the parties agree to use electronic communication, any written communication is deemed to have been received when it has been sent to correct electronic address and the addressee has access to it.

This Section shall not apply to the proceedings before the ordinary courts of justice.

§ 4 Waiver of right to object

A party who is aware of the arbitral proceedings failing to comply with default provisions of this Act or with the arbitration agreement, shall state his objection to such non-compliance within the prescribed time limits, or, if no such time limits have

been prescribed, without undue delay. If he fails to do so, he shall be deemed to have waived his right to object.

§ 5 Duty of confidentiality and public access

The arbitral proceedings and the arbitral award shall not be subject to a duty of confidentiality, unless otherwise agreed by the parties in respect of each arbitration.

Third parties may only attend the arbitral hearings if and to the extent thus agreed by the parties.

Chapter 2. Role of the ordinary courts of justice

§ 6 Role of the courts

The courts shall only have jurisdiction over the deliberation and resolution of disputes subject to arbitration to the extent provided by this Act.

If the courts have jurisdiction pursuant to this Act, the court before which the dispute could have been brought in the absence of an arbitration agreement shall have jurisdiction. The Oslo Municipal Court shall have jurisdiction if no court has jurisdiction pursuant to the provision of the first sentence. The first court to become involved with the case shall deal with any subsequent petitions submitted to the courts in respect of the same arbitration. Securing of evidence may also take place before a different court.

The provisions of the Civil Procedure Act shall apply to any involvement of the courts with the case, unless otherwise provided by this Act. The proceedings before the court shall normally take place in writing. Oral proceedings shall take place to the extent suggested by the need for sound and fair proceedings. Such oral proceedings may be limited to particular issues. A lawsuit for setting aside of an arbitral award pursuant to Chapter 9 shall be dealt with pursuant to the general provisions of the Civil Procedure Act.

§ 7 Institution of legal proceedings before the courts

The courts shall dismiss lawsuits concerning legal relationships that are subject to arbitration, provided that a party requests dismissal no later than when addressing the merits of the case. The court shall hear the case if it finds that an arbitration agreement is invalid or that the agreement for other reasons cannot be implemented.

If arbitration has been initiated pursuant to Section 23 by the time legal proceedings are instituted, the case shall only be heard if the court finds it obvious that the arbitration agreement is invalid or that arbitration cannot be implemented for other reasons.

The arbitral tribunal may commence or continue the arbitral proceedings, hereunder determine the dispute, even though legal proceedings have been instituted before the courts.

§ 8 Provisional security

The courts may determine application of provisional security pursuant to Chapters 14 and 15 of the Enforcement Act even if a dispute is subject to arbitration.

Chapter 3. The arbitration agreement

§ 9 Scope of the arbitration

Disputes concerning legal relations in respect of which the parties have an unrestricted right of disposition may be determined by arbitration.

The private law effects of competition law may be tried by arbitration.

§ 10 The arbitration agreement

The parties may agree to submit to arbitration disputes which have arisen, as well as all or certain disputes which may arise in respect of a defined legal relationship.

Unless otherwise agreed between the parties in the arbitration agreement, the arbitration agreement shall be included in case of assignment of the legal relationship to which the arbitration agreement applies.

§ 11 Consumer protection

An arbitration agreement to which a consumer is a party shall not be binding on the consumer if entered into prior to the dispute arising.

An arbitration agreement to which a consumer is a party shall be confirmed by way of a separate document, to be signed by both parties. Such agreement may be concluded electronically if an adequate method for authenticating the formation of the agreement and safeguarding the contents of the agreement is utilised.

A consumer who involves himself in proceedings before the arbitral tribunal without having been made aware of the implications of an arbitral award in terms of the scope for appeal, and that the arbitration agreement is not binding on him pursuant to the provisions of Subsection 1 and 2, may invoke invalidity of the arbitration agreement irrespective of the time limit pursuant to Section 18, Subsection 3.

Chapter 4. Composition of the arbitral tribunal

§ 12 Number of arbitrators

The parties may by agreement determine the number of arbitrators. The arbitral tribunal shall comprise three arbitrators, unless otherwise agreed.

§ 13 Appointment of arbitrators

The arbitrators shall be impartial and independent of the parties, and shall be qualified for such office.

The parties shall appoint the arbitrators jointly, if possible.

If the arbitral tribunal shall comprise three arbitrators, and the parties fail to agree on the composition thereof, each party shall appoint one arbitrator. The time limit shall be one month after the party received the request to appoint an arbitrator. Said arbitrators shall within one month jointly appoint a third arbitrator to be the presiding arbitrator.

If the arbitral tribunal cannot be established pursuant to the agreement or Subsections 2 or 3, each of the parties may request that the courts make the outstanding arbitrator appointment or appointments. An interlocutory appeal may not be brought against the appointment or appointments.

The provisions of Subsections 1, 2 and 3 may be derogated by agreement.

§ 14 Grounds for challenge of arbitrators

When a person is approached in connection with his possible appointment as an arbitrator, he shall of his own accord disclose any circumstances that may be likely to give rise to justifiable doubts as to his impartiality or independence. An arbitrator, from the time of his appointment and throughout the arbitral proceedings, shall immediately disclose any new circumstances of such nature to the parties.

An arbitrator may be challenged only if circumstances exist that give rise to justifiable doubts as to his impartiality or independence, or if he does not possess qualifications agreed to by the parties. A party may challenge an arbitrator in whose appointment he has participated, only for reasons of which he became aware subsequent to the appointment having been made.

§ 15 Dealing with challenge of an arbitrator

Unless otherwise agreed by the parties, a challenge of an arbitrator shall state the reasons for the challenge, and be submitted in writing to the arbitral tribunal within 15 days of the party becoming aware of the appointment of the arbitrator and the circumstances on which the challenge is based. Unless the challenged arbitrator withdraws from his office or the other party agrees to the challenge, the arbitral tribunal shall decide on the challenge.

If a challenge is not successful, the challenging party may bring the issue before the courts within one month of having received notice of rejection of the challenge. The court shall determine the issue by way of an interlocutory order. An interlocutory appeal may not be brought against the interlocutory order. The challenge may not subsequently constitute a basis for invalidity or an objection in respect of recognition and enforcement. While such issue is pending before the court, the arbitral tribunal, hereunder the challenged arbitrator, may continue the arbitral proceedings and make an award.

§ 16 An arbitrator failing to perform his functions

If an arbitrator becomes unable to perform his functions for legal or practical reasons or if an arbitrator for other reasons fails to act without undue delay, his mandate terminates if he withdraws from his office or if the parties agree on the termination. In the opposite case any party may request the courts to determine by way of interlocutory order whether the mandate shall terminate for one of the said reasons. An interlocutory appeal may not be brought against the interlocutory order.

An arbitrator withdrawing from his office or the parties agreeing to the termination of the mandate pursuant to Subsection 1 or Section 15, Subsection 1, does not imply any acceptance of the validity of any challenge pursuant to Subsection 1 or Section 14, Subsection 2.

§ 17 Appointment of substitute arbitrator

Where the mandate of an arbitrator terminates pursuant to Sections 15 or 16, or because of his withdrawal from office for any other reason, or because of the revocation of his mandate by agreement of the parties or in any other case of termination of his mandate, a substitute arbitrator shall be appointed according to the rules applied to the appointment of the arbitrator being replaced.

If a substitute arbitrator is appointed all previous arbitral proceedings forming part of the basis for deciding on the case shall be repeated.

The provisions of this Section may be derogated by agreement.

Chapter 5. The jurisdiction of the arbitral tribunal

§ 18 The ruling of the arbitral tribunal on its own jurisdiction

The arbitral tribunal shall rule on its own jurisdiction, including any objections as to the existence or validity of the arbitration agreement.

An arbitration agreement which forms part of a contract, shall for purposes of rulings pursuant to Subsection 1 be treated as an agreement independent of the other parts of the contract. A decision by the arbitral tribunal that the contract is invalid shall not in itself entail the invalidity of the arbitration agreement.

An objection that the arbitral tribunal does not have jurisdiction over the case or the claim, shall be raised no later than the submission of the first statement of such party as to the merits of the case. The arbitral tribunal may permit such objection being raised later if the party is not significantly to blame for the delay in raising the objection. A party is not precluded from raising such a contention by the fact that he has participated in the appointment of the arbitral tribunal.

The arbitral tribunal may rule on an objection to its jurisdiction, either during the arbitral proceedings or in the arbitral award determining the dispute. If the arbitral tribunal during the arbitral proceedings rules that it has jurisdiction, any party may, within one month of having received that ruling, bring the issue before the courts, which will determine such issue by way of an interlocutory order. While such issue is pending before the court, the arbitral tribunal may continue the arbitral proceedings and determine the dispute.

§ 19 The scope of the arbitral tribunal for deciding interim measures

The arbitral tribunal may, at the request of a party, order any party to take such interim measures as the arbitral tribunal shall consider necessary based on the subject matter of the dispute. The arbitral tribunal may order, by way of a condition for effecting and implementing the measure, whoever has requested such measure to provide, within a specified time limit, security respecting any consequences thereof. The arbitral tribunal may reduce or reverse an interim measure.

If it turns out that the claim which the interim measure was to secure, did not exist at the time of such measure being decided, then whoever requested the implementation thereof shall indemnify other parties for the loss suffered by them as a result of the measure. The arbitral tribunal shall decide the claim for indemnification if requested to do so by a party.

The provisions of this Section may be derogated by agreement.

Chapter 6. The proceedings before the arbitral tribunal

§ 20 Equal treatment of the parties

The parties shall be treated equally at all stages of the arbitral proceedings and each party shall be given a full opportunity to present his case.

§ 21 Procedural rules

The arbitral tribunal shall conduct the arbitration in such manner as it considers appropriate, subject to the limitations pursuant to the agreement of the parties and this Act. Immediately upon the arbitral tribunal having been appointed, the tribunal or the presiding arbitrator shall prepare, following discussion with the parties, a plan for the further conduct of the case, unless otherwise agreed.

§ 22 The place of arbitration

Failing agreement on the place of arbitration, the place of arbitration shall be determined by the arbitral tribunal, taking into account practical requirements respecting the conduct of the case, including the prospects for the participation of the parties in oral proceedings.

Irrespective of the place of arbitration, the arbitral tribunal may, unless otherwise agreed by the parties, meet wherever it considers appropriate to deliberate among its members, to examine witnesses, experts or parties, or to assess evidence.

§ 23 Initiation of the arbitration

Unless the parties have otherwise agreed, the arbitration is deemed to have been initiated on the date on which the respondent receives a demand for the dispute to be referred to arbitration.

§ 24 Language of arbitration

Failing agreement on the language of arbitration, the arbitral tribunal shall determine the language of arbitration.

Swedish or Danish may also be used if the language of arbitration is Norwegian.

The language of arbitration shall apply to any written statement by a party, any oral hearings and any decision or other communication by the arbitral tribunal.

The arbitral tribunal may order that any documentary evidence shall be translated into the language agreed upon by the parties or determined by the arbitral tribunal.

The provisions of Subsections 2 to 4 may be derogated by agreement.

§ 25 Particulars of claim and reply

The claimant shall within the time limit agreed by the parties or determined by the arbitral tribunal, submit particulars of claim to the arbitral tribunal. The particulars of claim shall specify the claim being brought, a contention specifying the outcome the claimant is requesting by way of arbitral award, the factual and legal grounds upon which the claim is based and the evidence which will be presented.

The respondent shall within the time limit agreed by the parties or determined by the arbitral tribunal, submit a reply to the arbitral tribunal. The reply shall specify whether the claim made is accepted or contested, and whether he has any objections to the arbitral tribunal dealing with the case. The reply shall specify the contention of the respondent, specifying the outcome the respondent is requesting by way of arbitral award, the factual and legal grounds upon which the contention is based and the evidence which will be presented. If the respondent is bringing a claim in respect of which an arbitral award is being requested, the provisions on particulars of claim and reply shall apply to such claim.

The provisions of Subsection 1 and 2 as to the contents of the particulars of claim and the reply may be derogated by agreement between the parties.

The parties may bring new claims, expand the contention in respect of existing claims, and submit new grounds for the contention and new evidence, unless they have otherwise agreed. The arbitral tribunal may upon the request of a party refuse such amendments, provided that the need for progressing the case or other weighty concerns suggest that such amendment should not be permitted.

§ 26 Oral or written proceedings

The arbitral tribunal shall decide whether to hold oral hearings on the case, or whether the case shall be decided on the basis of written proceedings. A party may request an oral hearing, which hearing shall then be held at an appropriate stage of the proceedings.

The parties shall be given reasonable advance notice of any oral hearing and of any meeting which the parties are entitled to attend.

All statements, documents or other information supplied to the arbitral tribunal shall at the same time be communicated by the party to the other parties. Any materials received directly by the arbitral tribunal from others than the parties, shall immediately be sent by the arbitral tribunal to the parties.

The provisions of this Section may be derogated by agreement.

§ 27 Negligence from the parties

The arbitral tribunal shall issue an order for the termination of the arbitral proceedings if the claimant without reasonable cause fails to submit particulars of claim pursuant to Section 25, Subsection 1.

The arbitral tribunal shall continue its conduct of the arbitration if the respondent, without reasonable cause, fails to submit a reply pursuant to Section 25, Subsection 2, and such failure on the part of the respondent shall not be construed as an admission of the claims submitted by the claimant.

If a party is absent from an arbitral hearing without just cause or fails to submit documentary evidence, the arbitral tribunal may continue its conduct of the arbitration and render the arbitral award on the basis of what has been submitted.

The provisions of this Section may be derogated by agreement.

§ 28 Evidence

The parties shall be responsible for illuminating and clarifying the factual basis for deciding on the case, and shall be entitled to present such evidence as they wish.

The arbitral tribunal may refuse presentation of evidence, if it is obviously of no relevance to deciding on the case. The arbitral tribunal may curtail the presentation of evidence, if the extent of the presentation of evidence is in no reasonable proportion

to the importance of the dispute or the relevance of such evidence to deciding on the case.

The provisions of this Section may be derogated by agreement.

§ 29 Experts

The arbitral tribunal may appoint one or more experts to report on specific issues to be determined by the arbitral tribunal. The arbitral tribunal may require the parties to give the expert any relevant information and to produce, or to provide access to, evidence.

If the parties or the arbitral tribunal so requests, an expert having submitted a written report shall be obliged to testify at an oral hearing, whereat the parties shall have the opportunity to put questions to him and to present expert witnesses concerning the points at issue.

The provisions on challenge of arbitrators pursuant to Sections 14 and 15, Subsection 1, shall apply correspondingly to the extent suited to experts appointed by the arbitral tribunal.

The provisions of this Section may be derogated by agreement.

§ 30 Assistance from the courts

The arbitral tribunal, or a party by consent of the arbitral tribunal, may request that the courts obtain testimony from parties or witnesses as well as other evidence. The arbitral tribunal shall receive reasonable advance notice of the taking of evidence. The arbitrators are entitled to be present and to put questions.

When an arbitral tribunal is obliged to take a position on interpretation of the EEA Agreement, including its protocols, exhibits and the legislative acts with which such exhibits are concerned, it may, of its own accord or at the request of a party, ask the courts to submit issues of interpretation to the EFTA Court pursuant to the provisions of Section 51 a of the Courts of Justice Act. The courts may seek an advisory opinion from the EFTA Court as to the interpretation of the EEA Agreement.

Chapter 7. Deciding on the arbitration

§ 31 Application of law

The arbitral tribunal shall apply such rules of law as have been chosen by the parties to the substance of the dispute. Any designation of the law or legal system of a given State shall be construed, unless otherwise expressed, as referring to the substantive law of that State and not to its conflict of laws rules.

Failing any designation by the parties, the arbitral tribunal shall apply Norwegian conflict of laws rules.

The arbitral tribunal shall decide on the basis of fairness only if the parties have expressly authorised it to do so.

This Section shall only apply to the arbitral tribunal's ruling on its own jurisdiction pursuant to Section 18, Subsection 1, to the extent compatible with Section 43, Subsection 1, *litra a*, and Subsection 2.

§ 32 The extent to which the arbitral tribunal is restricted by the conduct of the parties. Assessment of evidence

The arbitral tribunal shall only decide the claims raised in the case. The decision shall fall within the scope of the contentions made by the parties, and the court may only base itself on the grounds which have been invoked for such contentions.

The arbitral tribunal shall determine the facts on which the decision shall be based, through assessment pursuant to the principle of rational proof of the evidence presented by the parties.

The provisions of this Section may be derogated by agreement.

§ 33 Separate proceedings and determinations

The arbitral tribunal may decide that separate proceedings shall take place in respect of one or more claims of the case, or in respect of one or more issues in dispute.

The arbitral tribunal may separately determine one or more claims of the case or a part of a claim.

The arbitral tribunal may separately determine grounds for contentions only if such grounds lead to a claim being decided on.

The provisions of this Section may be derogated by agreement.

§ 34 Voting procedure

The decisions of the arbitral tribunal shall be made by a majority of votes cast. The presiding arbitrator shall have a casting vote if an absolute majority is not otherwise achievable. If there is no majority in favour of any ruling when a sum of money or other quantity is to be determined, the votes in favour of higher amounts or quantities shall be added to the votes in favour of the closest amounts or quantities until a majority has been reached.

If a minority of the arbitrators refuse to take part in a vote, the remaining arbitrators may make the decision.

Procedural issues may be decided by the presiding arbitrator on his own, if he has been authorised to do so by the parties or by the full arbitral tribunal.

The provisions of this Section may be derogated by agreement.

§ 35 Settlement

A settlement made by the parties before the arbitral tribunal shall, at the request of the parties, be confirmed by way of an arbitral award.

An arbitral award confirming a settlement shall have the same effect as any other arbitral award.

§ 36 The arbitral award

The arbitral award shall be put in writing and shall be signed by all arbitrators. In arbitral proceedings with more than one arbitrator, it is sufficient that a majority signs the arbitral award, provided that the reason for any omitted signature is stated in the award.

The arbitral award shall state the reasons upon which it is based, unless the award is an arbitral award confirming a settlement pursuant to Section 35. It shall be specified whether the decision is unanimous. If this is not the case it shall be specified who is in dissent and to which aspects the dissent relates.

The arbitral award shall state the date and place of making the award pursuant to Section 22, Subsection 1. The arbitral award shall be deemed rendered at such place.

The arbitral award shall be sent to the parties.

The arbitral tribunal shall send one signed copy of the arbitral award to the Municipal Court for filing in the archives of the Court.

The provisions of Subsections 2 and 4 may be derogated by agreement.

§ 37 Termination of the arbitral proceedings

The arbitral proceedings shall be terminated by the making of the final arbitral award or by an order of the arbitral tribunal for the termination of the arbitral proceedings in accordance with Subsections 2 to 4.

The arbitral tribunal shall issue an order for the termination of the arbitral proceedings if the claimant withdraws the claim, unless the respondent objects to such termination and the arbitral tribunal finds that the respondent has a legitimate interest in obtaining an arbitral award.

The arbitral tribunal shall issue an order for the termination of the arbitral proceedings if the parties agree thereto.

The arbitral tribunal shall issue an order for the termination of the arbitral proceedings if it finds that the continuation of the proceedings has become unnecessary or impossible.

The mandate of the arbitral tribunal terminates with the termination of the arbitral proceedings, subject to the provisions of Sections 38 and 44, Subsection 2.

§ 38 Rectification of the arbitral award. Supplementary award

Each party may within one month of receipt of the award request that the arbitral tribunal

- a) rectify an award which due to spelling errors, arithmetic errors, typographical errors or similar obvious errors has been formulated in a way which does not reflect the intention of the arbitral tribunal, and
- b) make a supplementary award as to claims which were presented in the arbitral proceedings and which should have been decided on, but which have been omitted from the award.

The request shall at the same time be sent to the other parties. The arbitral tribunal shall allow the request if it is well founded. Rectification shall take place within one month of the receipt of the request. A supplementary award shall be made within two months of the receipt of the request.

The arbitral tribunal may undertake rectification on its own initiative within one month of the making of the award. In such case the parties shall be notified and allowed to comment prior to the rectification.

The provisions of Section 36 shall also apply to rectification of the arbitral award and to the making of a supplementary award.

The provisions of this Section may be derogated by agreement, except the scope for rectifying errors as mentioned in Subsection 1, litra a.

Chapter 8. Costs

§ 39 Costs of the arbitral tribunal

The arbitral tribunal shall determine its own compensation and the settlement of its expenses, unless otherwise agreed between the arbitral tribunal and the parties. The determination shall be included in an award or in the order terminating the case. The amount falls due for payment one month after the making of the award or order.

The parties are jointly and severally liable for the costs of the arbitral tribunal, unless otherwise agreed between the arbitral tribunal and the parties.

The determination pursuant to Subsection 1 shall become enforceable unless brought before the courts within one month of the party receiving the decision on costs. If rectification or the making of a supplementary award is requested or undertaken pursuant to the provisions of Section 38, a new time limit shall apply based on the date on which the party received the decision. The court shall determine the issue by way of interlocutory order. Any reduction of the costs of the arbitral tribunal shall also be given effect in respect of those parties who did not bring the issue before the courts.

§ 40 Allocation of costs

The arbitral tribunal shall at the request of a party allocate the costs of the arbitral tribunal between the parties as it sees fit.

The arbitral tribunal may at the request of a party order another party to cover all or part of the costs of the former party if it sees fit.

The allocation of costs by the arbitral tribunal shall be included in the arbitral award or in the order terminating the case. The allocation of costs by the arbitral tribunal is final.

The provisions of this Section may be derogated by agreement.

§ 41 Provision of security for costs

The arbitral tribunal may order the parties to provide security in respect of the costs of the arbitral tribunal, unless otherwise agreed between the arbitral tribunal and the parties. The arbitral tribunal may terminate the arbitral proceedings in full or in part if such security is not provided.

If a party fails to provide security as ordered, the opposite party may provide the security in full or bring the dispute before the courts for their ruling, unless otherwise agreed between the parties.

Chapter 9. Invalidity

§ 42 Claim for setting aside of the arbitral award

An arbitral award may only be set aside as invalid by the courts by way of an action pursuant to Sections 43 and 44.

§ 43 Grounds for invalidity

An arbitral award may only be set aside by the courts if

- a) one of the parties to the arbitration agreement lacks legal capacity, or the arbitration agreement is invalid under the laws to which the parties have agreed to subject it, or, failing such agreement, under Norwegian law,
- b) the party bringing the action for setting aside was not given sufficient notice of the appointment of an arbitrator or of the arbitration, or was not given an opportunity to present his views on the case,
- c) the arbitral award falls outside the scope of the jurisdiction of the arbitral tribunal,
- d) the composition of the arbitral tribunal was incorrect, or
- e) the arbitral procedure was contrary to law or the agreement of the parties, and it is obvious that this may have impacted on the decision.

When the issue of validity of an arbitral award has been brought before the courts, the court shall of its own accord set aside the award if

- a) the dispute is not capable of being determined by arbitration under Norwegian law, or
- b) the arbitral award is contrary to public policy (ordre public).

If the grounds for invalidity only affect part of the award, only such part shall be invalid.

§ 44 Time limit for bringing a legal action. Dealing with the action

A legal action for setting aside of an arbitral award shall be brought within three months of the party receiving the arbitral award. If the arbitral tribunal undertakes rectification or makes a supplementary award pursuant to Section 38, the time limit shall be based on such date. The same shall apply if the arbitral tribunal decides not to allow the request of a party for rectification or the making of a supplementary award pursuant to Section 38.

If an action has been brought pursuant to Subsection 1 and there are grounds for the arbitral award to be set aside, the court may, at the request of a party, adjourn the action for setting aside and refer the case to the arbitral tribunal for further processing and a new decision if this may result in the reversal of the grounds for setting aside.

Setting aside of an arbitral award implies that the arbitration agreement in question again becomes effective, unless otherwise agreed by the parties or implied by the judgment for setting aside.

Chapter 10. Recognition and enforcement

§ 45 Recognition and enforcement

An arbitral award, irrespective of the country in which it was made, shall be recognised and enforceable pursuant to this provision and Section 46.

Recognition and enforcement of an arbitral award is dependent on a party making available the original arbitral award or a certified copy thereof. Unless the arbitral award has been made in Norwegian, Swedish, Danish or English, the party shall also make available a certified translation thereof. Documentary proof for the existence of an agreement or other basis for arbitration may be demanded.

Enforcement shall take place pursuant to the provisions of the Enforcement Act, unless otherwise provided by this Chapter.

§ 46 Circumstances preventing recognition and enforcement

Recognition or enforcement of an arbitral award may only be refused if

- a) one of the parties to the arbitration agreement lacks legal capacity, or the arbitration agreement is invalid under the laws to which the parties have agreed to subject it, or, failing such agreement, under the law of the jurisdiction in which the arbitral award was made,
- b) the party against whom the arbitral award is being invoked was not given sufficient notice of the appointment of an arbitrator or of the arbitration, or was not given an opportunity to present his views on the case,
- c) the arbitral award falls outside the scope of the jurisdiction of the arbitral tribunal,
- d) the composition of the arbitral tribunal was incorrect,
- e) the arbitral procedure was contrary to the law of the place of arbitration or the agreement of the parties, and it is obvious that this may have impacted on the decision, or
- f) the arbitral award is not yet binding on the parties, or it has been set aside, permanently or temporarily, by a court at the place of arbitration, or by a court in the jurisdiction the law of which has been applied in determining the subject matter in dispute.

The courts shall of their own accord refuse recognition and enforcement of an arbitral award if

- a) the dispute would not have been capable of being determined by arbitration under Norwegian law, or
- b) recognition or enforcement of the arbitral award would be contrary to public policy (ordre public).

If the reason for refusing recognition or enforcement only affects part of the award, only such part shall be refused recognition or enforcement.

§ 47 Postponement and provision of security

If a legal action for setting aside of an arbitral award has been brought before a court as mentioned in Section 46, Subsection 1, litra f, the court may postpone the ruling on recognition and enforcement if it deems such postponement to be appropriate. The court may in such case, at the request of the party demanding recognition or enforcement, order the opposite party to provide security.

Chapter 11. Commencement and transitional provisions. Amendments to other statutes

§ 48 Commencement

This Act shall come into force on the date determined by the King.

§ 49 Transitional provisions

This Act shall apply to any arbitration in respect of which the arbitral proceedings have been initiated subsequent to the commencement of this Act, subject to the exceptions set out in Subsections 2 to 5.

Section 10, Subsection 2, and Section 11 shall apply to any arbitration agreement formed subsequent to the commencement of this Act.

The provisions of Sections 5, 19, 38, 39 and 41 shall apply to any arbitration in respect of which the arbitration agreement has been formed subsequent to the commencement of this Act.

Chapter 9 shall apply to any action for the setting aside of an arbitral award made subsequent to the commencement of this Act.

Chapter 10 shall apply to any action for recognition and enforcement in respect of which the petition for enforcement has been submitted subsequent to the commencement of this Act.

§ 50 Amendments to other statutes

[...]