

Arbitration Board and Quality Arbitration of the German Coffee Association at the Hamburg Chamber of Commerce

Rules of Procedure of the German Coffee Association at the Hamburg Chamber of Commerce 2025¹

¹ The general meeting of the German Coffee Association approved the new rules of procedure by resolution dated June 12, 2025, and the chief executive of the Hamburg Chamber of Commerce issued the rules of procedure by order dated June 19, 2025.

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Section 1: General Provisions

§ 1 Jurisdiction

1. The Arbitration Board of the German Coffee Association at the Hamburg Chamber of Commerce (Arbitration Board) is competent without recourse to courts of law for disputes arising from coffee transactions if
 - a. if the transaction is concluded on the basis of the European Contract for Coffee (ESCC) of the European Coffee Federation and the parties have agreed on Hamburg as the place of arbitration, or
 - b. if the parties have otherwise agreed on the jurisdiction of the Arbitration Board, or
 - c. if the parties have contractually agreed on the former Hamburg Private Arbitration of the Coffee Agents' Association.

2. The Arbitration Board shall be entitled, at any time, to refuse ruling in a pending dispute without stating reasons and to refer the parties to the due process of law. This resolution is incontestable. It may be adopted prior to the final formation of the Arbitration Board by the office of administration at the Hamburg Chamber of Commerce.
3. If claims arising from several contracts between the same parties, which are legally independent pursuant to Article 1 of the ESCC, are brought, the Arbitration Board may hear and decide on such claims in a single proceeding. The values in dispute shall be aggregated into a total amount in dispute.
4. Unless otherwise agreed by the parties, the version of these Rules in effect at the time of submission of the claim or application shall apply. If there are differences in interpretation between the English and the German language version of the Arbitration Rules, the German language version is binding.
- 5.

§ 2 Seat of the Arbitration Board

The Arbitration Board shall have its seat and its Secretariat at the Hamburg Chamber of Commerce ("Chamber"), Germany. It may, with the consent of the Chamber, hold hearings in other locations.

§ 3 Communication

1. The statement of claim, the statement of defence, the application for quality arbitration, and all other written submissions of the parties may be submitted to the Secretariat in written or electronic form in accordance with §§ 4 and 13 of these Rules. Electronic submissions are permitted via a case management platform for arbitral proceedings specified by the Secretariat or via the EGVP mailbox of the Hamburg Chamber of Commerce. In the case of electronic submissions, transmission via the platform or delivery to the EGVP mailbox shall be deemed a valid receipt.
2. The statement of claim, the statement of defence, and all other written submissions of the parties comprising more than four pages including annexes must, unless a case management platform is used for the proceedings, be submitted to the Secretariat in five copies. The Secretariat shall promptly – or promptly upon receipt of the security deposit – forward them to the opposing party and to the Arbitration Board. Advance transmission in the form stipulated in paragraph 3 may be made by the parties to meet deadlines or to expedite communication, provided that the original written documents are promptly submitted thereafter. The Secretariat may transmit documents received in any form electronically or by fax, provided that proof of receipt is ensured. The subsequent delivery of the physical documents serves only to complete the case files of the parties and the tribunal. The Arbitration Board may, with the consent of the parties, allow communication by email.
3. All communications by the Arbitration Board, the Secretariat, and the Hamburg Chamber of Commerce may be made in writing or in any other form suitable for permanent

reproduction in text and that identifies the person making the declaration. Transmission may be carried out electronically.

4. If the whereabouts of a party or a person authorized to receive service are unknown, any communication shall be deemed received on the day it could have been received at the last known address, provided it was properly dispatched by registered mail with return receipt, by courier service, or by another means of delivery ensuring proof of receipt.

Section 2. Arbitration Proceedings

§ 4 Statement of Claim, Constitution of the Tribunal

1. To initiate arbitration proceedings, the claimant shall submit the statement of claim to the Secretariat. The address is:

Arbitration Board of the German Coffee Association e. V.
at the Hamburg Chamber of Commerce
Adolphsplatz 1
20457 Hamburg
Germany

2. The statement of claim must include a description of the dispute, a specific request for relief, and proof of the agreement conferring jurisdiction on the Arbitration Board. Upon proper receipt of the statement of claim fulfilling these requirements by the Secretariat, the arbitration proceedings shall commence. The statement of claim must also state the name and address of the arbitrator appointed by the claimant, together with that arbitrator's declaration of acceptance. If the appointment is omitted or if the claimant so requests, the Hamburg Chamber of Commerce shall make the appointment.
3. Upon receipt of the security deposit pursuant to § 15, the Secretariat shall forward a copy of the statement of claim to the respondent. If the arbitrator for the claimant is appointed by the Hamburg Chamber of Commerce, the Secretariat shall inform the respondent of the name and address of the appointed arbitrator once the appointment has been made. The Secretariat shall request the respondent to respond to the claim and to provide the name and address of the arbitrator appointed by the respondent, including a declaration of acceptance, within a deadline to be set by the Secretariat, not exceeding 21 calendar days. If the appointment is not made or the respondent requests such appointment, the Hamburg Chamber of Commerce shall appoint the arbitrator. In justified cases, the Secretariat may extend the respondent's deadline appropriately, generally by up to 21 calendar days, or longer in exceptional circumstances.
4. Arbitrators appointed by the parties must be owners, board members, managing directors, personally liable partners, authorized officers (Prokuristen), or senior executives of companies engaged in the coffee trade or another international commodity trading or brokerage business, and must be registered in a commercial or cooperative register in the Federal Republic of Germany, or hold a comparable legal status in another country. The Hamburg Chamber of Commerce is not bound by this requirement.
5. The arbitrators shall agree on a presiding arbitrator (chair). The chair need not belong to the category of persons described in paragraph 4. If no agreement is reached

within two weeks, the chair shall be appointed by the Hamburg Chamber of Commerce. The Secretariat shall notify the arbitrators of the commencement of this period.

§ 5 Composition of the Arbitration Court

The Arbitration Board shall consist of the presiding arbitrator and two additional arbitrators, unless the parties have agreed otherwise. The presiding arbitrator has the same legal status as the other arbitrators, unless otherwise provided below. The arbitrators are not representatives of the party that appointed them, but impartial members of an independent panel.

§ 6 Disqualification and Challenge of a Member of the Arbitration Board

1. The presiding arbitrator or any other arbitrator may be disqualified from performing their duties either by operation of law or on the grounds of justified doubts as to their impartiality, as provided in the German Code of Civil Procedure (ZPO). Requests for challenge, which must be substantiated, shall be directed to the Hamburg Chamber of Commerce. The Chamber shall decide on the challenge after hearing the parties. The parties retain the right to pursue the legal remedies provided under the ZPO following the Chamber's decision.
2. If a member of the Arbitration Board withdraws for the reasons stated in paragraph 1 or for any other reason, a substitute shall be appointed. The procedure for the replacement shall follow the rules applicable to the initial appointment. The Secretariat may set a deadline of up to 14 calendar days for the parties or arbitrators entitled to appoint a replacement to do so.
3. If a member of the Arbitration Board withdraws as described in paragraph 1 or for any other reason, the remaining members shall remain in office.

§ 7 Third-Party Notice

1. A party who, in the event of an unfavorable outcome, believes it may have a claim against a third party or anticipates a claim by a third party, may notify such third party of the dispute up until the conclusion of the final oral hearing.
2. The third party is entitled to issue further third-party notices.
3. The third party is entitled, but not obligated, to join the proceedings. If the third party joins, such joinder shall, by agreement between the third party and the notifying party, have the effect of Section 74 (3) in conjunction with Section 68 of the German Code of Civil Procedure (ZPO). In this case, the Secretariat shall provide the third party with a copy of all pleadings and other documents forming part of the case file. If the third-party notice results in additional administrative work for the Arbitration Board, the tribunal may increase the fee pursuant to § 14 (3).
4. After joining the proceedings, the third party may also assert further claims within the scope of the third-party notice, which the Arbitration Board may decide in its sole

discretion either within the same proceedings or separately. This applies even if the arbitration agreement did not originally extend to such claims. The value of these claims shall be added to the amount in dispute of the original claim.

§ 8 Counterclaims and Set-Off

1. Counterclaims shall be treated in the same manner as claims. The Arbitration Board shall decide on the admissibility of the counterclaim. The amount in dispute of the counterclaim shall be added to the amount in dispute of the original claim.
2. Set-offs are permissible unless a prohibition on set-off exists. This also applies if the arbitration agreement originally did not cover the counterclaim being set off. If the set-off results in additional administrative work for the Arbitration Board, the tribunal may increase the amount in dispute by a reasonable amount, up to the amount of the counterclaim.
3. The Arbitration Board may refuse to decide on a counterclaim or a claim raised by way of set-off if doing so would foreseeably delay the proceedings.

§ 9 Proceedings of the Tribunal

1. The Arbitration Board shall conduct the proceedings in accordance with these Rules and, to the extent not otherwise stipulated herein, pursuant to the provisions of Book 10 of the German Code of Civil Procedure (ZPO), and otherwise at its own discretion with reasonable expedition. The tribunal may, at its discretion, also apply provisions of other books of the ZPO. The parties may make additional agreements within the limits of statutory provisions. If such agreements are made after the commencement of proceedings, the tribunal may, within 14 calendar days of becoming aware of such agreements, demand additional security for costs with justification, increase the fee pursuant to § 14 para. 3, or refer the parties to the ordinary courts in accordance with § 1 para. 2, with a prorated settlement of costs incurred up to that point. More than two exchanges of pleadings by the parties should generally not occur.
2. If a party fails to respond within the time limit set, it shall be deemed to have waived its right to further written submissions.
3. Orders, procedural directives, summons, and other communications from the tribunal or the presiding arbitrator shall be issued and delivered by the Secretariat.
4. Before rendering a decision, the tribunal shall conduct an oral hearing. The parties may jointly waive this and request a decision based on the written record. Hearings are not public and are presided over by the presiding arbitrator. With the consent of the parties, the tribunal may permit legal trainees, Secretariat representatives, and observers—who fulfill the requirements for appointment as arbitrators under § 4 para. 4—to attend hearings and deliberations. The parties must be summoned to the oral hearing and granted adequate opportunity to be heard. The tribunal may require the parties to submit written statements. It shall determine the taking of evidence at its own discretion. The tribunal may examine witnesses or experts who appear voluntarily or delegate such examination to one of its members.

5. The oral hearing may, in appropriate cases and subject to available resources, be held via videoconference or in a hybrid format. The tribunal shall decide this at its discretion after hearing the parties.
6. If evidence is taken after the oral hearing has concluded, the parties must be given an opportunity to comment on the results within a reasonable period. A new hearing must be scheduled if requested by a party.
7. The tribunal shall decide whether witnesses or experts should be summoned or sworn in by the ordinary courts. It may require a party to submit the relevant applications to the competent court pursuant to the ZPO.
8. A transcript of the oral hearing, particularly regarding witness and expert testimony, may be prepared at the discretion of the presiding arbitrator. The parties shall receive a copy and may comment thereon within 14 calendar days of receipt. The tribunal shall file these comments and consider them at its discretion when making its decision.
9. If a party fails to appear at the oral hearing despite being duly summoned, the tribunal shall base its decision on the case file and, if applicable, the submissions of the appearing party. If the appearing party presents new facts relevant to the decision, the absent party shall be given the opportunity to comment thereon within a reasonable time.
10. The parties may choose either German or English as the language of the proceedings. If no agreement exists, the tribunal shall determine the language. The tribunal may allow or require the use of another language for specific procedural acts, particularly for the examination of witnesses who do not speak German, and for the submission of pleadings and documents in a foreign language. The costs of translation may be imposed on the responsible party. The arbitral award shall be rendered in German. Each party may request, at its own expense, an English translation authorized by the tribunal. The German version shall be binding.
11. Arbitrators, parties, and persons involved in the arbitration at the Hamburg Chamber of Commerce must maintain confidentiality at all stages of the proceedings, especially regarding parties involved, witnesses, experts, or other evidence. Persons involved by the parties in the proceedings must be bound to confidentiality.

§ 10 LEGAL COUNSEL AND SECRETARIAT

The Tribunal shall include in all meetings, sessions and deliberations a legal counsel of the Hamburg Chamber of Commerce in an advisory capacity. This also applies when the members of the Tribunal are legally qualified. The legal counsel is responsible for the administration of the proceedings according to the instructions of the Tribunal, and for managing the Secretariat of the Tribunal, which is based at the Hamburg Chamber of Commerce.

§ 11 Decisions and settlements

1. The Arbitration Board may decide on its jurisdiction.
2. If the tribunal considers the facts to be sufficiently clarified, it shall render a decision without delay within the scope of the motions filed. The tribunal decides by a simple majority vote. An application for annulment may only be filed on the grounds provided in the ZPO (German Code of Civil Procedure). The tribunal shall at all stages of the proceedings strive for an amicable settlement of the dispute or individual points thereof. In the case of a settlement, the tribunal shall terminate the proceedings by

order or, upon request of the parties, render an arbitral award in the agreed wording, provided that the content does not violate public policy. An arbitral award with agreed wording does not require a statement of reasons.

3. Arbitral awards shall be issued in writing and signed by all members of the Arbitration Board. The signatures of two members are sufficient if the reason for the third member's failure to sign is stated. The arbitral award must include the reasoning for the decision.
4. The arbitration records shall be kept at the Secretariat of the Arbitration Board or in the archive of the Hamburg Chamber of Commerce for two years from the date of the arbitral award or other termination of the proceedings. A copy of the arbitral award shall be sent to the Secretariat of the German Coffee Association e.V. for strictly confidential information. The German Coffee Association e.V. and the Hamburg Chamber of Commerce may publish arbitral awards and other decisions terminating proceedings in whole or in part, omitting the names of the parties, and may process them for statistical purposes.

§ 12 Procedures after annulment of an award

1. If an arbitral award is annulled by a state court or an application to declare an arbitral award enforceable is rejected, the Arbitration Board of the German Coffee Association at the Hamburg Chamber of Commerce shall remain institutionally competent, unless the arbitral award was annulled due to the invalidity of the arbitration clause or other lack of jurisdiction of the Arbitration Board.
2. The arbitrators and the presiding arbitrator shall be reappointed in accordance with the rules applicable to the initial appointment. An arbitrator or presiding arbitrator who participated in the annulled award may be reappointed, unless the annulment was based on grounds attributable to that individual.
3. If the Tribunal is re-seized after the annulment of an arbitral award, it shall be considered a new and independent arbitration proceeding, including with respect to costs.

Section 3: Quality Arbitration

§ 13 Quality Arbitration

1. In the event of a dispute regarding the quality of green coffee, the parties may initiate a quality arbitration. In this procedure, deviations in characteristics and/or sensory properties from the contractual description of the green coffee quality are tested and determined. The provisions of Section 2 are not applicable.
2. The initiation of the quality arbitration takes place upon application to the Secretariat:

Arbitration Tribunal of the German Coffee Association
at the Hamburg Chamber of Commerce
Adolphsplatz 1
20457 Hamburg Germany

3. The application must refer to the contract and include: contract number, origin, quality description according to the contract, reason for the claim, indication of the

depreciation, and specification of the disputed quantity. Furthermore, the applicant must appoint an arbiter already at the time of application.

4. If the buyer wishes an examination for unfit or radically deviant quality, this must be applied for in writing. The arbiters decide whether a laboratory examination is necessary to determine the unfit or radically deviant quality. In such a case, the arbiters appoint an independent laboratory with coffee expertise, from which a cost estimate must be obtained. The anticipated costs must be collected in advance from the applicant by the Hamburg Chamber of Commerce. The laboratory is only commissioned after payment has been received.
5. The place of arbitration is Hamburg (Germany). The hearing location is Hamburg (Germany), unless the parties agree on another location and bear the costs.
6. The parties may choose German or English as the language of the proceedings. If there is no agreement, the arbiters determine the procedural language. The arbiters may also prescribe or permit the use of another language for individual procedural acts. Costs arising from the use of a translator may be imposed on the party causing them. The arbitration certificate shall be drafted in German. Each party may submit an English translation for review by the arbiters as to its substantive accuracy. The German version shall be authoritative.
7. Upon receipt of the security payment pursuant to § 15, the Secretariat shall forward a copy of the application to the respondent. The respondent shall have seven days after service of the application to appoint a further arbiter. The applicant may serve the application directly to expedite proceedings. In such cases, proof of service and a request to appoint an arbiter within seven days must be submitted to the Secretariat. Proof of service may be provided, for example, by courier or acknowledgment of receipt.
8. The panel shall consist of three arbiters appointed by the parties in accordance with these Rules of Procedure. If the respondent fails to appoint an arbiter or applies for the appointment by the Secretariat, the Hamburg Chamber of Commerce shall appoint one.
9. The arbiters shall agree on a chairman arbiter. If agreement is not reached within two weeks, the chairman arbiter shall be appointed by the Hamburg Chamber of Commerce. The Secretariat shall determine the start of this period by notifying the arbiters.
10. Arbiters and the presiding arbiter must have at least five years of experience in the coffee business and be employed by or have been employed within the last three years by a company that is a member of the German Coffee Association. They must be familiar with standard quality requirements for coffee and market practices.
11. The quality arbitration must be conducted expeditiously. The parties are obliged to provide the Secretariat with all relevant evidence and samples within 30 days after initiation of the proceedings. This is the responsibility of the applicant.
12. Sampling shall be carried out in accordance with the applicable provisions of the ESCC (Art. 8).
13. If the aforementioned conditions are not met, the arbitration tribunal shall dismiss the procedure as inadmissible. A new quality arbitration procedure may only be initiated once the conditions are met.
14. The quality arbitration shall take place in a cupping room/lab of a coffee company that is a member of the German Coffee Association and is not a contracting party. The

arbiters shall decide on the location, jurisdiction, structure, and conduct of the cupping session.

15. The result of the cupping shall be recorded in an arbitration certificate signed by all three arbiters.
16. The arbitration certificate is final and shall be served by the Secretariat. It may be used as evidence in a subsequent arbitration proceeding.
17. The procedural files shall be kept in the Secretariat or the archive of the Hamburg Chamber of Commerce for two years from the date of the arbitration certificate or the other conclusion of proceedings. One copy of the arbitration certificate shall be provided to the Secretariat of the German Coffee Association for strictly confidential information. The German Coffee Association and the Hamburg Chamber of Commerce may publish arbitration certificates and other decisions terminating proceedings in whole or in part without naming the parties, and may also use them for statistical purposes.

Section 4: Costs, Security Deposit, Legal Consequences of the Arbitration Court and the Quality Arbitration

§ 14 Legal Costs

1. The costs of the arbitration proceedings consist of the fee, the lump sum, and other costs in accordance with paragraphs 1 a) to f). The latter include the necessary expenses of the members of the Arbitration Board and the legal advisor of the Chamber of Commerce, delivery costs, and the costs incurred by the examination of witnesses and experts, the obtaining of expert opinions and information, and by translation work and duplication, etc. The Arbitration Board shall decide on the amount of the costs of the proceedings and on which of the parties shall bear the costs and whether and in what proportion the costs shall be apportioned among the parties.

- a) The fee is based on the value in dispute, which is determined by the Arbitration Board. It is collected by the Chamber of Commerce. It amounts to:

up to €10,000:	€1,000
over €10,000 up to €15,000:	€1,000 plus 10% of the amount exceeding €10,000
over €15,000 up to €25,000:	€1,500 plus 9% of the amount exceeding €15,000
over €25,000 up to €40,000:	€2,400 plus 8% of the amount exceeding €25,000
over €40,000 up to €65,000:	€3,600 plus 7% of the amount exceeding €40,000
over €65,000 up to €100,000:	€5,350 plus 6% of the amount exceeding €65,000
over €100,000 up to €300,000:	€7,450 plus 5% of the amount exceeding €100,000
over €300,000 up to €1,000,000:	€17,450 plus 4% of the amount exceeding €300,000
over €1,000,000 up to €2,000,000:	€45,450 plus 2% of the amount exceeding €1,000,000
over €2,000,000:	€65,450 plus 0.5% of the amount exceeding €2,000,000

- b) If resolution of the matter requires effort beyond the average level of time and labor, the Arbitration Board may increase the fee up to 100%, providing reasons.
- c) If a settlement is reached with the involvement of the Arbitration Board or if the claim is withdrawn after oral hearings, no reduction of the fee applies. If the procedure is otherwise concluded by settlement, acknowledgment, or withdrawal, the fee may be

reduced up to half the otherwise payable amount. If the tribunal has not yet been constituted, the Chamber of Commerce decides on whether and to what extent costs have arisen.

- d) Of the fee, the presiding arbitrator shall receive 30% and each co-arbitrator 20%, plus statutory VAT. The remainder remains with the Chamber of Commerce. Payments are made after completion of the procedure.
 - e) The tribunal may grant compensation to a presiding arbitrator or arbitrator who resigns during the proceedings, in line with services rendered. The tribunal may also decide which party is to bear such costs or in what proportion.
 - f) In addition to the fee, the Chamber of Commerce charges a lump-sum administration fee of 15% of the fee, capped at €20,000. Increases or decreases in the fee shall proportionally affect the lump sum.
 - g) Costs and fees become due upon determination by the tribunal. Arbitrators and the Chamber of Commerce have separate and independent payment claims. The parties are jointly and severally liable. The secretariat coordinates invoicing by the arbitrators and the Chamber of Commerce to the parties.
2. The costs of the quality arbitration consist of a flat fee and further necessary disbursements. The flat fee is €1,500 and shall be borne by the applicant unless the arbiters decide otherwise.

a) The fee is composed as follows:

• Arbitral panel member appointed by applicant:	€250.00
• Arbitral panel member appointed by respondent:	€250.00
• Presiding arbiter:	€300.00
• Cupping room/lab:	€250.00
• Hamburg Chamber of Commerce:	€450.00

- b) If necessary disbursements of arbiters or the secretariat exceed €100, they must be borne by the applicant. This includes increased delivery or laboratory costs.
 - c) Travel and accommodation costs of external arbiters outside the Hamburg metropolitan area must be paid in advance by the appointing party. The Chamber of Commerce may set a seven-day payment period. If confirmation of receipt is not provided in time, the arbiter's office is deemed vacated. The fee and costs entitlement lapses. The Chamber will appoint a local arbiter for the defaulting party. External arbiters shall have no claim for reimbursement against the other party, co-arbiters, or the Chamber.
 - d) If resolution requires effort beyond the average level of time and labor, the arbiters may increase the fee up to 100%, providing justification.
3. Statutory VAT shall be added.
4. Each party bears their own legal and extrajudicial costs.

5. The Plenary Assembly of the Chamber of Commerce reserves the right to amend the cost rules at any time. Pending matters shall not be affected by any amendment.

§ 15 Security Deposit

1. The claimant or applicant must pay a security deposit in the amount of the anticipated costs of the proceedings to the Chamber of Commerce after filing the statement of claim or the application for quality arbitration. The amount of the security deposit is determined by the Secretariat. If no value in dispute is specified in the claim, the Secretariat may set a provisional amount.
2. In calculating the security for costs, an amount equal to 5% of the sum of the fee and the lump sum shall be considered as an estimate for incidental costs, unless there are indications of higher incidental costs. For quality arbitration, the expected delivery costs shall be estimated in advance by the Secretariat and the security adjusted accordingly.
3. The Secretariat shall request payment of the security from the claimant or applicant and set a deadline for payment, unless already paid. If the payment is not received within the set deadline, which may be reasonably extended, the proceedings shall terminate. The claimant or applicant may then refile the claim or application.
4. The security does not bear interest.
5. In the case of a counterclaim, the counterclaimant must also provide a security for costs in accordance with paragraphs 1 to 3.
6. If the amount in dispute increases during the proceedings or if other costs arise or are expected, the Arbitration Board or the Arbiters may make the continuation of the proceedings conditional on the payment of additional security.
7. The Secretariat is authorized to make all payments necessary for the proceedings from the security. Once the Secretariat has received all required documents and all payments from the security have been processed, the Chamber of Commerce will refund the remaining balance to the party who provided the security within one month. The Secretariat will provide an accounting with all receipts. Objections to the use of the security and the accounting, as well as refund claims, can only be raised within two months after receipt of the remaining balance and the complete accounting by the security provider. Objections to the fee and expense statements issued by arbitrators or arbiters that form the basis of the accounting, and refund claims against the arbitrators or arbiters, must be asserted directly against them within the aforementioned two-month limitation period.

§ 16 Loss of Right to Object, Exclusion of Liability, List of Defaulting Firms

1. 1. If a provision of these Rules of Procedure or any other procedural requirement agreed upon by the parties is not complied with, a party who does not object without undue delay shall not be entitled to raise such objection at a later stage. This does not apply if the party was unaware of the deficiency.
2. The liability of an arbitrator or arbiter for their decision-making activities is excluded, unless they commit a willful breach of duty. For any other action or omission related to these proceedings, the liability of the arbitrators, arbiters, the Chamber of Commerce, its bodies and its employees is excluded, unless they commit a willful or grossly negligent breach of duty.

3. Article 24 d of the ECC shall apply. The competent authority for an entry in the "List of Defaulting Firms" is the German Coffee Association and/or the European Coffee Federation.

For reasons of readability, gendered language (m/f/d) has been omitted throughout this document.