

Article 1051 ZPO

Applicable law

(1) *The arbitral tribunal is to decide on the dispute in accordance with the legislative provisions the parties have designated as being applicable to the substance of the legal dispute. Unless the parties expressly have agreed otherwise, the designation of the laws or the legal system of a given state is to be understood as directly referring to the rules of substantive law of that state, and not to its conflict of laws rules.*

(2) *Absent a designation of the applicable legislative provisions by the parties, the arbitral tribunal is to apply the law of that state with which the subject matter of the proceedings is most closely connected.*

(3) *The arbitral tribunal is to take its decision based on a consideration of what is fair and equitable only if the parties have expressly authorised it to do so. The authorisation may be granted up until the time the arbitral tribunal takes such decision.*

(4) *In all cases, the arbitral tribunal is to decide in accordance with the terms of the contract and is to take into account any usages of the trade that may be applicable to the transaction.*

Article 187 Swiss Private International Law Act

Applicable law

(1) *The arbitral tribunal shall decide the dispute according to the rules of law chosen by the parties or, in the absence thereof, according to the rules of law with which the dispute has the closest connection.*

(2) *The parties may authorise the arbitral tribunal to decide ex aequo et bono.*

ARTICLE 28 UNCITRAL MODEL LAW

Rules applicable to substance of dispute

(1) *The arbitral tribunal shall decide the dispute in accordance with such rules of law as are chosen by the parties as applicable 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 directly referring to the substantive law of that State and not to its conflict of laws rules.*

(2) *Failing any designation by the parties, the arbitral tribunal shall apply the law determined by the conflict of laws rules which it considers applicable.*

(3) *The arbitral tribunal shall decide ex aequo et bono or as amiable compositeur only if the parties have expressly authorized it to do so.*

(4) In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract and shall take into account the usages of the trade applicable to the transaction.

ARTICLE 822 CPC

Rules for the deliberation

(1) The arbitrators shall decide according to the rules of law, unless the parties have provided, by any expression, that the arbitrators render the award ex aequo et bono.

*(2) When arbitrators are asked to decide according to the rules of law, the parties, in the arbitration agreement or by written act prior to the initiation of the arbitration, may specify the rules or foreign law as the law applicable to the merits of the dispute. Failing this, the arbitrators shall apply the rules or law identified under **the conflict criteria deemed applicable**.*

ARTICLE 46 UK ARBITRATION ACT

Rules applicable to substance of dispute

(1) The arbitral tribunal shall decide the dispute—

*(a) in accordance with the **law chosen by the parties** as applicable to the substance of the dispute, or*

*(b) if the parties so agree, in accordance with **such other considerations** as are agreed by them or determined by the tribunal.*

(2) For this purpose the choice of the laws of a country shall be understood to refer to the substantive laws of that country and not its conflict of laws rules.

*(3) If or to the extent that there is no such choice or agreement, the tribunal shall apply **the law determined by the conflict of laws rules which it considers applicable**.*

ARTICLE 34 SPANISH ARBITRATION ACT 2023

Rules applicable to substance of dispute

1. The arbitrators will decide ex aequo et bono only where explicitly authorised by the parties to do so.

*2. Without prejudice to the provision of the preceding item, **in international arbitration**, the arbitrators will decide the dispute in accordance with such rules of law as are **chosen by the parties**. Any designation of the law or legal system of a given State will be construed, unless otherwise indicated, as directly referring to the substantive law of that State and not to its conflict of laws rules.*

Failing any indication by the parties, the arbitrators will apply the rules they deem appropriate.

3. In all cases, the arbitrators will decide in accordance with the terms of the contract, having regard to standard practice in connection with the transaction.

Article 1478 FRENCH CODE OF CIVIL PROCEDURE

The arbitral tribunal shall decide the dispute in accordance with the law, unless the parties have empowered it to rule as amiable compositeur.

Article 1511 FRENCH CODE OF CIVIL PROCEDURE

The arbitral tribunal shall decide the dispute in accordance with the rules of law chosen by the parties or, where no such choice has been made, in accordance with the rules of law it considers appropriate. In either case, the arbitral tribunal shall take trade usages into account.

Article 35 SWISS ARBITRATION LAW

Applicable Law, Ex Aequo Et Bono

1. The arbitral tribunal shall decide the case by applying the **rules of law** agreed upon by the parties or, in the absence of a choice of law, by applying the **rules of law** with which the dispute has the closest connection.
2. The arbitral tribunal shall decide ex aequo et bono or as amiable compositeur only if the parties have expressly authorised the arbitral tribunal to do so.
3. In all cases, the arbitral tribunal shall decide in accordance with the terms of the Contract and shall take into account any trade usages applicable to the transaction

Article 3 MILAN CHAMBER ARBITRATION (CAM)

Rules applicable to the merits of the dispute

1. The Arbitral Tribunal shall decide on the merits of the dispute **according to law** unless the parties expressly provided that the Tribunal shall decide ex aequo et bono.
2. The Arbitral Tribunal shall decide in accordance with **the rules chosen** by the parties.
3. In the absence of any agreement pursuant to Para. 2, the Arbitral Tribunal shall **apply the rules it determines to be appropriate**, taking into account the nature of the relationship, the qualities of the parties and any other relevant circumstance.
4. In any case, the Arbitral Tribunal shall take into account trade usages

Article 27 STOCKHOLM CHAMBER OF COMMERCE (SCC)

Applicable law

- (1) The Arbitral Tribunal shall decide the merits of the dispute **on the basis of the law(s) or rules of law agreed upon by the parties**. In the absence of such agreement, the **Arbitral Tribunal shall apply the law or rules of law that it considers most appropriate**.
- (2) Any designation by the parties of the law of a given state shall be deemed to refer to the substantive law of that state, not to its conflict of laws rules.

(3) The Arbitral Tribunal shall decide the dispute ex aequo et bono or as amiable compositeur only if the parties have expressly authorised it to do so.

ARTICLE 21 ICC

*(i) The parties shall be free to agree **upon the rules of law** to be applied by the arbitral tribunal to the merits of the dispute. In the absence of any such agreement, the arbitral tribunal shall apply **the rules of law which it determines to be appropriate**.*

(ii) The arbitral tribunal shall take account of the provisions of the contract, if any, between the parties and of any relevant trade usages.

(iii) The arbitral tribunal shall assume the powers of an amiable compositeur or decide ex aequo et bono only if the parties have agreed to give it such powers.

Article 31 SINGAPORE INTERNATIONAL ARBITRATION COURT (SIAC)

Applicable Law, Amiable Compositeur and Ex Aequo et Bono

*31.1 The Tribunal shall apply **the law or rules of law** designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the Tribunal shall apply **the law or rules of law** which it determines to be appropriate.*

31.2 The Tribunal shall decide as amiable compositeur or ex aequo et bono only if the parties have expressly authorised it to do so.

31.3 In all cases, the Tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any applicable usage of trade.