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# PIEMONTE COURT OF ARBITRATION RULES

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**NEW TEXT IN FORCE SINCE 01/08/2015  
(not applicable to pending arbitrations)**

The Italian version of the Rules is the official text; in case of any discrepancy with a translation in another language, the Italian version shall prevail.

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# PART I

## GENERAL PROVISIONS

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### ARTICLE 1

#### GENERAL PROVISIONS

- 1.1** The Piemonte Court of Arbitration (herein “Court of Arbitration”), which has its headquarters at Unioncamere Piemonte in Turin, offers the following alternative dispute resolution proceedings with Professional Associations and boards:
- ordinary arbitration;
  - company arbitration;
  - company arbitration;
  - arbitration;
  - expert appraisal on contracts.
- 1.2** One of the proceedings referred to in art. 1.1 shall take place when a written arbitration agreement or any other agreement exists between the parties, which refers to the Piemonte Court of Arbitration or to one of its affiliated Chambers of commerce; In case of lack of such an agreement, the party that intends to file a request for one of the proceedings referred to in art. 1.1 may ask the Court of arbitration, after paying the arbitration application fees to ascertain whether or not its counterpart agrees to submit the dispute that has been raised to the Court of Arbitration proceedings. In such a case, the Court of Arbitration Secretariat (herein “Secretariat”) shall forward the request to the other party, requesting written authorisation. If the request is not accepted in writing within thirty days from receipt of the communication from the Secretariat (which may be extended for a further thirty days with the consent of the Claimant), the Court of Arbitration shall inform the Claimant that the proceedings cannot take place.
- 1.3** The costs of the proceedings are set out in the enclosed Schedule of costs.
- 1.4** In the present Rules, the terms “arbitral tribunal” “arbitrator” or “arbitrators” refer to a sole arbitrator or an arbitral tribunal of three arbitrators or more, as the case may be.
- 1.5** When the arbitral agreement refers to the arbitration administered by the Court of Arbitration, using any expression but without specifying the type of proceedings, ordinary, company or fast-track arbitration shall be adopted, in accordance with these rules. When the parties refer a dispute to an arbitral tribunal, fast-track proceedings shall not be applicable (art.19).
- 1.6** The arbitral tribunal shall decide on the precautionary, urgent or provisional provisions, even those of an anticipatory nature, requested by the parties, as long as they are not forbidden by compulsory rules applicable to arbitration proceedings.

## ARTICLE 2

### SPECIAL PROVISIONS FOR INTERNATIONAL PROCEEDINGS

- 2.1** The proceedings are international when at least one of the parties resides or is domiciled abroad.
- 2.2** The provisions set out in these Rules shall be applied to the international proceedings administered by the Court of Arbitration, with the amendments and adaptations provided for such a case in this and other provisions in the Rules. The arbitral tribunal may issue all urgent and provisional measures of protection, also of anticipatory nature, that are not barred by mandatory provisions applicable to the proceedings.
- 2.3** In international proceedings, the time limits set out in articles 12 and 22 of these Rules are deemed to be doubled, except the time limit to render the award in ordinary arbitration proceedings.
- 2.4** In case of lack of agreement between the parties, the arbitrators shall decide the language in which the arbitration is to be conducted.
- 2.5** The parties may establish the rules of law applicable to the merits. If this is not done, the arbitrators shall apply the law having the closest relationship. In any case, the arbitrators shall take into account contractual terms as well as international trade practices.
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## ARTICLE 3

### ARBITRATORS, ARBITRATORI AND EXPERTS

- 3.1** The executive board of the Piemonte Court of Arbitration (herein the “Board”) appoints the arbitrators and experts, selected among those with proven experience and competence.
- 3.2** The following persons may not be appointed by the Board in proceedings administered by the Court of Arbitration’:
- a) members of the Court of Arbitration’s organs;
  - b) members of the organs of affiliated Chambers of commerce and of Unioncamere Piemonte;
  - c) employees of the Court of Arbitration, of the affiliated Chambers of commerce and of Unioncamere Piemonte;
  - d) employees and those persons who have steady professional relations with memembr sof the Board.

## ARTICLE 4

### ACCEPTANCE AND DECLARATION OF INDEPENDENCE OF THE ARBITRATOR

- 4.1** Save the provisions of art. 23.2, the arbitrator appointed by the parties, by the other arbitrators or by the Board, shall forward to the Secretariat, within 10 days of communicating the appointment, its written acceptance. Acceptance shall be accompanied by a declaration in accordance with the form issued by the Court of Arbitration, in which the arbitrator shall disclose any circumstances that may seem to affect his independence in carrying out his duties (herein "Declaration of independence"). The Secretariat shall forward the arbitrator's acceptance and Declaration of independence to the parties and to the other arbitrators, within 5 days of receipt.
- 4.2** Should the arbitrator's acceptance of the appointment and his Declaration of independence fail to reach the Secretariat within the specified time limit the Board, if deemed necessary in relation to the circumstances, may establish a new deadline for the arbitrator to forward his acceptance. Failing that, art. 5.3 shall apply.
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## ARTICLE 5

### CHALLENGE, REVOCATION AND REPLACEMENT OF THE ARBITRATOR

- 5.1** Each party may file a motivated challenge against an arbitrator with the Court of Arbitration within the mandatory term of 10 days of receipt of the communication referred to in art. 4.1, after becoming aware of grounds for a challenge. The Board shall decide on the challenge after hearing the challenged arbitrator. The term for filing the decision (art.16) shall be suspended from the day the challenge is submitted until the Board has taken a decision.
- 5.2** If an arbitrator conducts his duties with negligence or obstructionist behaviour, the Court of Arbitration may revoke his appointment or replace him.
- 5.3** If an arbitrator does not accept the appointment within the required terms, or the arbitrator resigns, or a challenge is accepted, or an arbitrator is revoked, and in any other circumstances in which the arbitrator is absent for any reason, a new arbitrator shall be appointed according to the rules established by the Board, which may also proceed, if deemed appropriate, to direct appointment of the arbitrator, even in derogation to other provisions of the arbitration agreement.
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## ARTICLE 6

### SEAT OF THE PROCEEDINGS | CALCULATION OF TIME LIMITS

- 6.1** Unless otherwise established by the arbitration agreement, the proceedings shall be held at the Secretariat in Turin, in accordance with art. 1.1, unless the parties express their will to hold it elsewhere during the first hearing. The arbitrators may decide that the hearings or other activities related to the proceedings should be held somewhere other than at the Secretariat in Turin.

- 6.2** Art. 155 of the Civil Procedure Rules shall apply for the calculation of time limits. For the calculation of deadlines, Saturdays are intended as holidays.
- 6.3** Unless otherwise specified, time limits are non-mandatory.
- 6.4** The time limits are suspended from August 1 to August 31.
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## ARTICLE 7 COSTS OF THE PROCEEDINGS

- 7.1** The costs of the proceedings include:
- a) administration fees due to the Court of Arbitration;
  - b) fees of the arbitral tribunal;
  - c) duly documented expenses of the arbitrators;
  - d) fees and expenses of any officially appointed expert witness, if any;
  - e) tax charges that the Secretariat may require the parties to pay.
- 7.2** Except as established for fast-track arbitration, when filing his Request the claimant (herein "Claimant") shall pay a registration fee to the Court of Arbitration, in accordance with the schedule of costs. This sum is not reimbursable and shall be deemed as an advance on the sum due by the Claimant to cover the costs of the proceedings for which he is liable.
- 7.3** The parties shall pay the Court of Arbitration a guarantee deposit to cover the administration dues and the arbitrators' fees; the amount due shall be determined by the Secretariat on the basis of the value of the claim (herein "Claim") in accordance with the Schedule of costs in force when the Claim is filed. Where the value of the claim is not calculated or incalculable, the Board shall determine the guarantee deposit. During the proceedings, the Secretariat may, if necessary, require the parties to increase their first guarantee deposit. The parties are required to send the Court of Arbitration, when filing the first defence document, in order to ensure its regularity, the tax and banking data form (hereinafter defined as the "Tax and banking data form", which may be downloaded at the website : <http://www.pie.camcom.it> (Home | Arbitrato e mediazione | Camera Arbitrale del Piemonte | Arbitrato | Normativa e Regolamento), fully completed.
- 7.4** When counterclaims are filed, the Board may determine guarantee deposits of different amounts, to be paid respectively by the Claimant for the principal claim and by the Respondent (herein "Respondent") for the counterclaim. Where payment is concerned, the Secretariat may consider several parties as one, taking into account the manner in which the arbitral tribunal is formed and the parties' homogeneity of interests.
- 7.5** The parties shall pay the costs of the proceedings as defined in art. 7, except in the case set out in art. 7.4. The payment shall be made within 15 days of the Secretariat's request. If a party fails to pay promptly, the sum may be advanced by the other party.

**7.6** In the event of a failure to pay the costs of the proceedings as defined in art. 7.1 (any cost item, including taxes and the fees of the technical consultant) the Board may suspend the proceedings, or the term for filing the award, even only with regard to the request formulated by the defaulting party; in such a case, the time period shall start again as soon as payment is made. If the payment has not been carried out by the parties within six months after the decision to suspend has been forwarded, the Board may terminate the proceedings, or only the request formulated by the defaulting party.

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## **ARTICLE 8**

### **CONFIDENTIALITY**

**8.1** The confidential nature of any information regarding the proceedings must be respected by any person involved in any way in the proceedings.

**8.2** The award may only be published for scientific purposes, unless the parties forbid the Court of Arbitration to publish it, in writing.

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## **ARTICLE 9**

### **FILING AND SENDING OF THE DEEDS AND DOCUMENTS OF THE PROCEEDINGS**

**9.1** Without prejudice to articles 11.1 and 21.1, with reference to the claim by the claimant, all communications, applications, defence statements, documents and evidence filed by the parties shall be filed with the Court of Arbitration's Secretariat and sent by the parties by certified electronic post, or if this is not possible (because one of the parties do not have a certified electronic post address, or the service can be proved to be inoperative, or the evidence cannot be sent via electronic mail) by registered letter with proof of receipt, courier with proof of receipt, or delivered by hand. The filing and sending of deeds shall include each of the parties, each appointed arbitrator and the Court of Arbitration's Secretariat. If a number of parties are assisted by the same defence counsel, only one copy needs to be sent to the same. In the event of the filing or sending of deeds (including copies of documents), the parties shall send each of the parties, arbitrators and the Secretariat a copy.

**9.2** Unless otherwise provided for by the parties or by the Rules, the Secretariat shall forward the deeds and communications to the parties, arbitrators, experts and all persons involved, by certified electronic post or registered letter with return receipt or by any other means that provides proof of receipt.

**9.3** A copy of all the deeds, provisions and documents related to the arbitration proceedings shall remain with the Court of Arbitration's Secretariat for five years after the conclusion of the proceedings.

# PART TWO

## ORDINARY AND COMPANY ARBITRATION PROCEEDINGS

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### ARTICLE 10

#### NUMBER OF ARBITRATORS | TYPE OF PROCEEDINGS

- 10.1** There may be one or more arbitrators, provided they are an uneven number. In case of lack of specific agreement between the parties as to the number of arbitrators, and provided the parties have not expressed a common will regarding their number, the dispute shall be referred to a sole arbitrator, appointed as set out in art. 13.1, unless the Board, upon request on one of the parties and taking into consideration all the circumstances, the Court of Arbitration deems it appropriate to refer the dispute to an arbitral tribunal of three arbitrators. If each party appoints its own arbitrator, the dispute shall be deemed as to be submitted to an arbitral tribunal of three arbitrators.
- 10.2** When the dispute must be referred to an arbitral tribunal of three arbitrators and there are more than two parties involved, and if there is no specific agreement regarding the number or the procedures for the appointment of the arbitrators, or if, in the opinion of the Board, such an agreement is inappropriate for the appointment of the arbitral tribunal, the dispute shall be referred to an arbitral tribunal of three arbitrators, all appointed by the Board, one of whom shall act as president.
- 10.3** Unless the parties expressly agree in the arbitration agreement or otherwise in writing, in favour of a “non-binding” (irrituale) arbitration, the arbitration shall be binding (rituale). In “non-binding” (irrituale) arbitration, the arbitrators are exempted from procedural formalities other than those set out in these Rules, subject to the principle of due process and equal treatment of the parties; the arbitrators shall decide the merits according to the law, unless the parties have authorised them to rule *ex aequo et bono*. Their decision expresses the will of the parties as if it were expressed by the parties themselves.
- 10.4** The rules governing the proceedings shall be those established by the parties before the arbitral tribunal is formed, as well as those set out in these Rules or, where these Rules are silent, those established by the arbitrators, subject to the principle of due process and equal treatment of the parties. The arbitral tribunal may issue all urgent and provisional measures of protection, also of anticipatory nature, that are not barred by mandatory provisions applicable to the proceedings.
- 10.5** If the arbitration agreement is included in one of the companies incorporation deed or articles of association, the provisions of art. 34, et seq., of Legislative Decree 5/2003 shall apply, and the arbitrator or arbitrators shall be appointed by the Board.

## ARTICLE 11

### THE CLAIMANT'S REQUEST

**11.1** The party wishing to file a request for ordinary arbitration proceedings as per art. 1.1. shall directly notify the respondent via certified electronic post or via a court bailiff, and shall submit the original Request with the Court of Arbitration's Secretariat as required by art. 9.1, and submit proof of notification as soon as it is available.

**11.2** The Request shall contain:

- a) the names and the addresses of the parties, as well as the certified electronic post address of the claimant's counsel;
- b) a brief statement as to the dispute and on the claims, with an estimate, even approximate, of their value;
- c) the arbitration agreement, if any, or the invitation to the other party to agree to the arbitration of the Court of Arbitration;
- d) a brief statement, if any, as to the language of arbitration, the applicable law and any request for a ruling *ex aequo et bono*;
- e) a brief statement as to the evidence requested and all the evidence or documents on which the Claimant intends to rely;
- f) the appointment of an arbitrator, if not entrusted to the Board;
- g) the invitation sent to the respondent to reply within the term and in accordance with requirements of article 12 below;
- h) the power of attorney granted to the counsel in question.

**11.3** Together with the Request, a registration fee shall be paid, as provided for ordinary arbitration proceedings in the schedule of costs fees in force when the Request is filed. The procedure shall not start until such payment has been duly carried out, or if the party's/parties' tax and banking data form, fully completed as required by art.7.3, is not attached to the Request .

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## ARTICLE 12

### THE RESPONDENT'S RESPONSE | COUNTERCLAIM AND STATEMENT OF REPLY

**12.1** The Secretariat compiles the case file, assigning a number by year, and enters the details of the proceedings in a special chronological register, which may be computerised.

**12.2** Except in the case of a Request submitted jointly by the parties, the Respondent shall file and forward the response (herein "Response"), which shall reach the Secretariat within 20 days of receipt of the Request by the Respondent. The Response shall be sent by the respondent in the manner required by art. 9.1.

**12.3** The Response shall contain:

- a) the Respondent's name and address, as well as email address and the certified electronic post address of the Respondent's counsel, if appointed;
- b) a brief statement, if any, as to the language of arbitration, the applicable law, and any request for a ruling ex aequo et bono;
- c) any counterclaim, if any, with a statement as to the facts and the claims, with an estimate, even approximate, of their value;
- d) a brief statement, if any, as to the evidence required and any document on which the Respondent intends to rely;
- e) the appointment of an arbitrator if not entrusted to the Board;
- f) the powers of attorney granted to the counsel.

In order to ensure its regularity, the tax and banking data form, fully completed with the details required by art. 7.3, shall be attached to the Response.

**12.4** Within 20 days of receipt of the Response containing a counterclaim, the Claimant may file his statement of reply to the counterclaim and send its response directly to the counterparty (herein "Statement of Reply").

**12.5** Should the Respondent fail to file a Response, the proceedings shall proceed in his absence.

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## ARTICLE 13

### APPOINTMENT OF THE ARBITRATORS

**13.1** Without prejudice to the provisions of articles 4, 5 and 10, the arbitral tribunal shall be appointed in accordance with the rules established by the parties in the arbitration agreement. Unless otherwise agreed by the parties, the sole arbitrator shall be appointed by the Board.

**13.2** When an arbitral tribunal of three or more arbitrators is to be appointed, and except as established by articles 10.2 and 10.5, the Secretariat shall invite the appointed arbitrators to appoint the third arbitrator within 15 days, subject to acceptance of the appointment and transmission of the Declaration of independence. When it receives the appointment of the third arbitrator, the Secretariat shall forward it to the latter, inviting him to file his acceptance and Declaration of independence with the Court of Arbitration within 10 days, as per art. 4.1.

**13.3** If a party fails to appoint its own arbitrator, as required, by the set deadline, the Board shall proceed to the appointment, upon request of the other party. Once it has performed its duties in accordance with art. 4.1, the Secretariat shall inform the parties and arbitrators of the acceptance of the latter. appointment to the parties and to the arbitrator.

**13.4** If the arbitrators appointed by the parties fail to reach an agreement on the name of the third arbitrator within 15 days, the third arbitrator shall be appointed by the Board, and the latter shall invite the former to send his acceptance and declaration of independence as required by art. 4.1 within 15 days. The Secretariat shall communicate this acceptance to the parties and arbitrators in accordance with art. 4.1.

**13.5** If the parties are forbidden to appoint the arbitrators by law and the law does not refer to a different appointing authority, the arbitral tribunal shall be appointed by the Board.

## ARTICLE 14

### THE HEARINGS

- 14.1** The arbitral tribunal schedules the hearings, with the agreement of the Secretariat, inviting the parties to appear. They may appear in person or be represented by proxy with written power of attorney. At the first hearing the arbitral tribunal, after it has been ascertained that the proceedings are duly convened, shall record in the minute of the hearing the constitution of the arbitral tribunal also in order to determine the deadline for the rendering of the arbitral award.
- 14.2** Should the Respondent's Response fail to reach the Secretariat and the Respondent appears at the first hearing, the arbitral tribunal, having ascertained that the Request and the call to the hearing have been duly forwarded, shall declare the Respondent to be absent. If the call to the hearing proves to have not been duly received, the arbitral tribunal shall order its immediate re-forwarding. If the parties are forbidden to appoint the arbitrators by law and the law does not refer to a different appointing authority, the arbitral tribunal shall be appointed by the Board.
- 14.3** At any point of the proceedings, after the parties have been heard, the arbitral tribunal may attempt conciliation. In the event of an amicable settlement of the dispute, minutes shall be drawn up and signed by the parties.
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## ARTICLE 15

### TAKING OF EVIDENCE

- 15.1** The arbitral tribunal may schedule one or more hearings to hear the parties and witnesses, and to acquire any other evidence.
- 15.2** The arbitral tribunal shall gather evidence either on its own initiative, when possible, or at the request of one of the parties, guaranteeing full respect of the principle of due process and equal treatment of the parties. When the evidence of witnesses is admitted, the interested party is responsible for guaranteeing the presence of the witnesses on the day, at the time and in the venue set for the hearing.
- 15.3** The arbitral tribunal may appoint an official expert witness (herein "EW"), or may entrust this appointment to the Board. The EW shall accept the appointment and provide a declaration of independence in the same manner as the arbitrators and shall thereby accept the rules and duties imposed on the arbitrators by the Rules. The Secretariat shall invite the parties to make the authorised payments to the arbitral tribunal in favour of the EW. The parties may appoint their own technical experts.
- 15.4** When the taking of evidence has been completed, the arbitral tribunal shall invite the parties to file any statement of defence and may schedule a hearing for an oral discussion.

## ARTICLE 16

### THE AWARD

- 16.1** Unless otherwise established by the Board or by a written agreement between the parties, the arbitral tribunal shall file the award with the Secretariat within 180 days of the date of the first hearing. This deadline may be extended by the Board upon a motivated request by the arbitrator or on its own initiative, if there are grounds to do so, and in any case upon joint request of the parties.
- 16.2** The arbitral tribunal renders the award by a majority decision. The award shall be drawn up in writing and may be deliberated even without a personal conference of the arbitrators upon request of one of the arbitrators. If an arbitrator refuses to sign it, the others shall record this fact in the award, which retains its effectiveness for all intents and purposes.
- 16.3** The arbitral tribunal shall decide the merits according to the rule of law, unless the parties have authorised it to rule *ex aequo et bono*, where this is permitted by law.
- 16.4** The arbitral tribunal shall request the Board to settle the expenses of the proceedings well in advance of filing the award.
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## ARTICLE 17

### FILING THE AWARD

- 17.1** The award is signed and filed in as many originals as the parties are, together with an original for the Secretariat, which notes down the date of the last signature, in the register referred to in art. 12.1. The Secretariat may issue certified copies of the award.
- 17.2** The Secretariat shall forward an original of the award to the parties within 10 days of its being filed.
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## ARTICLE 18

### COSTS OF THE PROCEEDINGS AND ARBITRATORS' FEES

- 18.1** The Board shall determine the costs of the proceedings according to the schedule of costs, before the award is filed, without prejudice, in all cases, to the powers of intervention of the Board in determining the value of the dispute (increasing or decreasing it), the fees of the arbitral tribunal with due assessment, depending on the activities performed and the complexity of the case. The settlement order is forwarded to the arbitral tribunal, which shall refer to it in its ruling. Each arbitrator is paid the same amount, unless an additional emolument is awarded to the arbitrator drafting the ruling, or to an arbitrator entrusted with special duties by the arbitral tribunal.
- 18.2** The parties are jointly and severally liable for the costs and fees, but the arbitral tribunal may indicate in the award that one party shall bear all the costs and fees, or the proportion in which they shall be shared. If during the arbitration the parties agree to settle the dispute directly or to waive the proceedings, the Board shall determine the costs of the proceedings on the basis of the activities performed so far.
- 18.3** The arbitral tribunal shall determine the fees due to counsel and to expert witnesses appointed by the tribunal with due assessment, taking into account the professional fees for the consultants and any duly documented expenses, considering the binding opinion of the Board.

# PART THREE

## FAST-TRACK ARBITRATION

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### ARTICLE 19

#### SCOPE OF APPLICATION

- 19.1** Fast-track arbitration is applied for disputes whose value lies within a maximum amount of Euros 150,000.00
- 19.2** The parties may agree, at the first hearing at the latest, to adopt fast-track arbitration, as set out below, even for disputes whose value exceeds the limits indicated in art. 19.1. Similarly, the parties can agree to exclude fast-track arbitration even for disputes whose value lies within the limits set out in art. 19.1.
- 19.3** In order to calculate the value for the purpose of the application of art. 19.1, reference is made to the amount specified by the Claimant in the Request referred to in art. 21. The Claimant cannot increase his claim above said limit at a later stage, except as provided for in point 2 of this article.
- 19.4** Unless the arbitration clause expressly and exclusively specifies fast-track arbitration If the value of the dispute is not specified in the Request, fast-track arbitration procedures shall only apply if the Claimant specifies, in his Request, that his claim shall be limited to € 150,000.00; if this is not specified, the ordinary arbitration procedures shall apply, in the same manner as Requests for a value that is not determined and/or indeterminable.
- 19.5** As a rule, no counterclaims shall be taken into consideration to determine the value for the purposes of the application of art. 19.1. However, in the event of a counterclaim that exceeds the limit of Euros 150,000.00 as referred to in art. 19.1. and provided the Respondent expressly requests it in his Response, the Board may decide, taking the circumstances into account, whether to turn fast-track arbitration into ordinary arbitration. In all cases of a transformation from fast-track to ordinary arbitration, the Board shall interrupt the proceedings and invite the Parties to fully pay the guarantee deposit. The arbitration proceeding shall continue in the form of ordinary arbitration; the estoppels set out in art. 20.2 for fast-track arbitration shall not apply.

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### ARTICLE 20

#### BASIC PRINCIPLES

- 20.1** Fast-track arbitration is a simplified binding (rituale) arbitration procedure with a sole arbitrator. It is compressed in one or two hearings held over a short period of time, and the arbitrator is obliged to decide the dispute within 30 days of the last hearing referred to in art. 24. The arbitrator rules *ex aequo et bono*, except in the case of disputes that by law must be decided according to the rules of law and unless otherwise expressly agreed by the parties. The arbitrator may issue all urgent and provisional measures of protection, also of anticipatory nature, that are not barred by mandatory provisions applicable to the proceedings.
- 20.2** The parties shall indicate and file all the evidence on which they intend to rely in the Request, the Response and the Statement of Reply to counter-claim, on pain of forfeiture, and file the documents on which they intend to rely; preference is given to oral discussion, as set out in the following paragraphs.

**20.3** For what not expressly regulated herein, the Rules of ordinary arbitration shall be applied to fast-track arbitration, as long as they are compatible.

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## ARTICLE 21

### THE REQUEST

**21.1** Any party wishing to file a request for fast-track arbitration shall directly send the Request to the by certified electronic post or via a court bailiff, and shall file the original copy of the Request with the Court of Arbitration in accordance with art. 9.1. Proof of notification shall also be filed as soon as it is available.

**21.2** The Request shall contain:

- a) the names and addresses of the parties, the telefax number of the Claimant and/or an electronic mail address to which all communications may be forwarded;
- b) a brief statement as to the claims and the request, with an estimate, even if approximate, of their value;
- c) the arbitration agreement and the documentation supporting the claim;
- d) a specific indication, on pain of forfeiture, of the evidence that the Claimant intends to rely on the documents shall be filed together with the Request;
- e) the names and capacity of the persons that Claimant wishes to be heard at the hearing, as representatives or witnesses;
- f) the powers of attorney granted to the counsel, if appointed;
- g) the invitation to the Respondent to respond within the required term and as required by article 22 below.

**21.3** Together with the Request, the Claimant shall pay a sum corresponding to half the guarantee deposit for fast-track arbitration set out in the Schedule of costs in force on the date the Request is filed. The proceedings shall not commence until payment is made, or if the party's/parties' tax and banking data form, fully completed as required by art.7.3, is not attached to the Request

**21.4** The Claimant may reply (herein "Reply", to be sent in accordance with the requirements and terms of art.22, if the Respondent makes a counterclaim.

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## ARTICLE 22

### THE RESPONSE

**22.1** The Respondent shall send his Response to the Request in accordance with the requirements of art. 9.1 within 15 days of receiving it.

**22.2** The Response shall contain the following information:

- a) the name and address of the Respondent, as well as the electronic mail address and certified electronic post address of the Respondent's counsel, where appointed;
- b) a response to the claims and any counter-claim, with a brief statement of the facts of his requests, with an estimate, even if approximate, of their value;
- c) a specific indication, on pain of forfeiture, of the evidence on which the Respondent intends to rely; the documents shall be filed together with the Request;
- d) the names and capacity of the persons that Respondent wishes to be heard at the hearing, as representatives or witnesses;
- e) the powers of attorney granted to the counsel, if appointed.

In order to ensure its regularity, the tax and banking data form, fully completed with the details required by art. 7.3, shall be attached to the Response.

- 22.3** Along with the Response, the Respondent shall pay a sum equal to half the guarantee deposit for fast-track arbitration set out in the schedule of costs in force when the Request is filed.
- 22.4** If the Respondent's Response fails to reach the Secretariat within the established time limit, the Board, after having ascertained that the Request has been duly received, shall take the necessary steps to proceed with the arbitration.
- 22.5** The Response shall be sent by the Respondent to the recipients defined in art. 9.1, and in accordance with its requirements.
- 

## ARTICLE 23

### APPOINTMENT OF THE ARBITRATOR

- 23.1** The Board shall appoint a sole arbitrator by selecting the same among parties of proven experience and competence.
- 23.2** The arbitrator shall send the Secretariat, within 3 days of receiving notification of his appointment, written acceptance of the appointment, together with a declaration of independence, drafted in accordance with art. 4.1, which the Secretariat shall send to the parties.
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## ARTICLE 24

### THE HEARING

- 24.1** The Arbitrator shall convene the parties to a hearing, to be held no later than 30 days from his appointment, in the seat of the Court of Arbitration or the premises of an affiliated Chamber of commerce.
- 24.2** After having ascertained that the call to the hearing has been duly received, the arbitrator shall open the hearing. If he finds the call to the hearing to be incorrect, he shall order it to be repeated.
- 24.3** The parties shall appear in person with the witnesses and/or experts listed in the Request, the Response and the Statement of Reply. The parties are liable for ensuring that said persons are present on the day and in the venue set for the hearing.
- 24.4** After an attempt at conciliation, and after hearing the parties and any witnesses and/or experts, the arbitrator may, if he deems it necessary, schedule a new hearing to be held within 20 days of the first. Furthermore, if he deems it necessary for the decision of the dispute, the arbitrator may order an official expert witness' report, to be undertaken in the shortest possible time; in such a case, he shall schedule another hearing to discuss the results of the expert report.
- 24.5** The arbitrator may allow further terms for filing statements of defence and additional evidence, always taking into account the need to compress the proceedings as much as possible and to respect the time limit set out in art. 25.
- 24.6** In his conduction of the hearing, the arbitrator may perform all the actions he deems necessary or useful to ascertain the facts of the dispute. In particular, he may subject the parties and the witnesses to a free examination and may ask to see documents or to examine evidence or other elements that come to his knowledge in the course of the proceedings, the only limit being the respect of the principle of due process and equal treatment of the parties.

**24.7** Save in the event that a new hearing is scheduled under art. 24.4, at the end of the proceedings the parties shall record their final pleadings and, unless they waive this right, they shall proceed with an oral discussion of the case. Unless authorised by the arbitrator for exceptional circumstances, it is expressly forbidden to file written statements of defence after the conclusion of the hearing.

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## ARTICLE 25 THE AWARD

**25.1** The arbitrator shall decide the dispute with a binding (rituale) award ex aequo et bono, except in the event of a dispute that must, by law or the will of the parties, be decided according to the rules of law, within 30 days from the date of the hearing.

**25.2** The time limit provided for in the previous paragraph may be extended by the Board upon joint request of the parties or upon motivated request of the arbitrator, when there are grounds for it.

**25.3** The arbitrator shall file the award with the Court of Arbitration. The Secretariat shall forward it to the parties, within 10 days of it being filed.

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## ARTICLE 26 COSTS OF THE PROCEEDINGS

**26.1** The costs of the fast-track arbitration procedure are determined as a flat rate, by the Board, according to the Schedule of costs referred to in art. 1.3, in force on the date the Request is filed, without prejudice, in all cases, to the powers of intervention of the Board in determining the value of the dispute (increasing or decreasing it), the fees of the arbitral tribunal with due assessment, depending on the activities performed and the complexity of the case. Further expenses may be added to the flat rate, for example, travelling expenses; in such a case, the Secretariat shall require the parties to increase the guarantee deposit.

**26.2** The parties shall be jointly and severally liable for the costs and expenses of the proceedings, in the proportions determined by the arbitrator, with no detriment to the obligation of solidarity. Any other costs incurred by either party shall be met by that party.

**26.3** If during the course of the arbitration procedure, the parties agree to settle the dispute directly, the Court of Arbitration shall determine the costs of the proceedings on the basis of the activities performed so far, as set out in art. 18.2.

# PART FOUR

## ARBITRAGGIO AND EXPERT APPRAISAL PROCEDURES

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### ARTICLE 27

#### APPLICABLE RULES

- 27.1** *Arbitraggio* and expert appraisal procedures are regulated by the standards set out in parts one and two of these Rules, as long as they are compatible, applying the fees set out for ordinary arbitration.
- 27.2** The *arbitratori* or experts shall decide *ex aequo et bono*, taking into consideration the objective custom and criteria followed by market practice in individual branches of economic activity.

Subject: ARB. no. \_\_\_\_/\_\_\_\_  
between \_\_\_\_\_

# DECLARATION OF ACCEPTANCE AND INDIPENDANCE

(only complete the parts that concern you)

I, the undersigned \_\_\_\_\_  
declare that I accept the appointment as arbitrator in the above proceedings,  
in accordance with the Piemonte Court of Arbitration Rules. There are  
no facts or circumstances contrary to my independence and impartiality,  
and in particular:

- that I am not currently an employee or consultant of any  
of the parties and I have not been so in the past. I am not related  
to any of them, nor do I have a friendship or similar relationship  
with them
- that I have no personal or financial interest in the subject matter  
of the dispute

I also agree to the fee being determined in accordance with the fees  
and Regulations of the Piemonte Court of Arbitration.

Date \_\_\_\_\_ Signature \_\_\_\_\_

I, the undersigned \_\_\_\_\_  
declare that I accept the appointment as arbitrator in the above  
proceedings, in accordance with the Piemonte Court of Arbitration  
Rules, despite the existence of the facts or circumstances which may be  
relevant in the eyes of any of the parties in relation to my independence:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I also agree to the fee being determined in accordance with the fees  
and Regulations of the Piedmont Court of Arbitration.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Subject: ARB. n. \_\_\_\_/\_\_\_\_  
between \_\_\_\_\_

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# NON-ACCEPTANCE DECLARATION

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I, the undersigned \_\_\_\_\_  
I declare that I do not accept the appointment as arbitrator  
in the above proceedings for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

# TAX AND BANKING DATA FORM

In order to ensure regularity and in order for the arbitration to begin, article 7.3 of the Regulations requires the completion of all parts of this form and its attachment to the arbitration response.

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NAME/ SURNAME - COMPANY NAME \_\_\_\_\_

\_\_\_\_\_

REGISTERED OFFICE \_\_\_\_\_

\_\_\_\_\_

VAT NO./TAX CODE \_\_\_\_\_

ADDRESS FOR RECEIPT OF INVOICES IF DIFFERENT FROM THE REGISTERED OFFICE \_\_\_\_\_

\_\_\_\_\_

TEL \_\_\_\_\_

EMAIL CERTIFIED ELECTRONIC POST \_\_\_\_\_

EMAIL \_\_\_\_\_

FULL IBAN CODE \_\_\_\_\_

CAB \_\_\_\_\_ ABI \_\_\_\_\_

CURRENT ACCOUNT HOLDER \_\_\_\_\_

BANK NAME \_\_\_\_\_

BRANCH \_\_\_\_\_

BRANCH ADDRESS \_\_\_\_\_

# ORDINARY FEES

New fees in force from 01/08/2015 (this does not apply to arbitrations that are already pending) for ordinary arbitration for an undetermined/undeterminable value

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**COURT OF ARBITRATION** \_\_\_\_\_ EUROS 1,000.00 (+ VAT)

## ARBITRAL TRIBUNAL

**SOLE ARBITRATOR:** \_\_\_\_\_ EUROS 4,000.00 (+ VAT AND CPA)

**PANEL OF ARBITRATORS:** \_\_\_\_\_ EUROS 7,500.00

Without prejudice to the Board's powers of intervention in determining the value of the dispute or any change (increase or decrease) in the arbitral tribunal's fees with due assessment, depending on the activity performed and the complexity of the case.

NB: The guarantee deposit is net of VAT and other legal costs; it has to be paid (along with the vat and national welfare assistance fund payments) by the Claimant and the Respondent in two identical payments. The indicated amounts do not include any additional costs (for example, technical consultancy by court appointed experts or travelling).

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## BANK DETAILS FOR PAYMENT OF GUARANTEE DEPOSITS COVERING THE COSTS OF THE ABRITRATION PROCEEDINGS

Beneficiary:

Unione Camere Commercio Ind. Artigianato e Agricol. del Piemonte

IBAN: IT86J0200801044000103164577 UniCredit S.p.A.

From abroad:

BIC SWIFT Code: UNCRTTM1GC2

Causality: company name of the party concerned (claimant or respondent, as applicable)

NB:

The transfer order accounting record must be sent by e-mail to [arbitrato@pie.camcom.it](mailto:arbitrato@pie.camcom.it) within 48 hours of the transfer order.

# ORDINARY FEES

New fees in force from 01/08/2015 (not applicable to pending arbitrations) for ordinary arbitrations of a determined value and fast-track arbitrations of a value higher than 150,000.00 Euros

The fees have been changed based on the Secretariat's new duties.

Without prejudice to the Board's powers of intervention in determining the value of the dispute or any change (increase or decrease) in the arbitral tribunal's fees with due assessment, depending on the activity performed and the complexity of the case.

## REQUEST REGISTRATION FEES (ON ACCOUNT) 250.00 EUROS + VAT

VALUE OF THE DISPUTE	COSTS (+ VAT)	ADDITIONAL % ON EXCESS ABOVE BRACKET BASE	ADDITIONAL ADMINISTRATION COSTS (including the rooms for the hearing and the assistance of the Secretariat during the hearing)	FEES FOR EACH ARBITRATOR (+ VAT and national welfare assistance)	ADDITIONAL % ON EXCESS ABOVE BRACKET BASE
Up to € 25,000.00	€ 325.00	–	€ 475.00	€ 2,000.00	–
From € 25,001.00 to € 50,000.00	€ 525.00	2	€ 475.00	€ 2,000.00 (*)	4
From € 50,001.00 to € 100,000.00	€ 1,125.00	1	€ 375.00	€ 3,000.00 (*)	2
From € 100,001.00 to € 150,000.00	€ 2,125.00	1	From € 375.00 to € 575.00	€ 4,000.00 (*)	2
From € 150,001.00 to € 250,000.00	€ 2,375.00	1	€ 862.00	€ 5,000.00 (*)	2
From € 250,001.00 to € 500,000.00	€ 3,875.00	0.4	€ 1,312.00	€ 7,000.00 (*)	1
From € 500,001.00 to € 1,000,000.00	€ 5,875.00	0.2	€ 2,250.00	€ 10,000.00 (*)	1.4
From € 1,000,001.00 to € 2,500,000.00	€ 8,250.00	0.4	€ 3,420.00	€ 17,000.00 (*)	1
From € 2,500,001.00 to € 5,000,000.00	€ 11,500.00	0.2	€ 5,875.00	€ 30,000.00 (*)	0.4
From € 5,000,001.00 to € 10,000,000.00	€ 15,250.00	0.4	€ 7,675.00	€ 40,000.00 (*)	0.3
From € 10,000,001.00 to € 25,000,000.00	€ 20,500.00	0.2	€ 10,325.00	€ 55,000.00 (*)	0.2
From € 25,000,001.00 to € 50,000,000.00	€ 27,225.00	0.2	€ 13,737.00	€ 85,000.00 (*)	0.1
From € 50,000,001.00 to € 100,000,000.00	€ 38,400.00	0.4	€ 19,700.00	€ 110,000.00 (*)	0.05

Above €100,000,000.00, the Board shall evaluate, with due assessment, the increases in the fees and Secretarial expenses compared to the previous bracket.

(\*) In case of a sole arbitrator, the fee will be increased by 20%.

NB: The guarantee deposit is net of VAT and other legal costs; it has to be paid (along with the vat and national welfare assistance fund payments) by the Claimant and the Respondent in two identical payments. The indicated amounts do not include any additional costs (for example, technical consultancy by court appointed experts or travelling).

## **BANK DETAILS FOR PAYMENT OF GUARANTEE DEPOSITS COVERING THE COSTS OF THE ABRITRATION PROCEEDINGS**

Beneficiary:

**Unione Camere Commercio Ind. Artigianato e Agricol. del Piemonte**

**IBAN: IT86J0200801044000103164577 UniCredit S.p.A.**

From abroad:

**BIC SWIFT Code: UNCRTM1GC2**

**Causality: company name of the party concerned (claimant or respondent, as applicable)**

**NB:**

The transfer order accounting record must be sent by e-mail to [arbitrato@pie.camcom.it](mailto:arbitrato@pie.camcom.it) within 48 hours of the transfer order.

# FAST-TRACK FEES

Up to 150,000.00 Euros dispute request value

New fees in force from 01/08/2015 (not applicable to pending arbitrations)

VALUE OF THE DISPUTE		OVERALL COSTS (ADMINISTRATION COSTS AND ARBITRATORS' FEES) + VAT AND NATIONAL WELFARE
Up to € 25,000.00		€ 500.00 +2,000.00
from € 25,001.00	to € 50,000.00	€ 500.00 +3,000.00
from € 50,001.00	to € 100,000.00	€ 1,000.00+ 4,000.00
from € 100,001.00	to € 150,000.00	€ 1,000.00 + 5,000.00

Without prejudice to the Board's powers of intervention in determining the value of the dispute or any change (increase or decrease) in the arbitral tribunal's fees with due assessment, depending on the activity performed and the complexity of the case.

NB: The guarantee deposit is net of VAT and other legal costs; it has to be paid (along with the vat and national welfare assistance fund payments) by the Claimant and the Respondent in two identical payments. The indicated amounts do not include any additional costs (for example, technical consultancy by court appointed experts or travelling).

## BANK DETAILS FOR PAYMENT OF GUARANTEE DEPOSITS COVERING THE COSTS OF THE ABRITRATION PROCEEDINGS

Beneficiary:

Unione Camere Commercio Ind. Artigianato e Agricol. del Piemonte

IBAN: IT86J0200801044000103164577 UniCredit S.p.A.

From abroad:

BIC SWIFT Code: UNCRTM1GC2

Causality: company name of the party concerned (claimant or respondent, as applicable)

NB:

The transfer order accounting record must be sent by e-mail to [arbitrato@pie.camcom.it](mailto:arbitrato@pie.camcom.it) within 48 hours of the transfer order.

# FAST-TRACK FEES

New fees in force from 01/08/2015 (not applicable to pending arbitrations) for fast-track arbitrations of an undetermined/indeterminable value

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**CAMERA ARBITRALE** \_\_\_\_\_ 750.00 EUROS (+ VAT)

**ARBITRATOR (fees)** \_\_\_\_\_ 3,000.00 EUROS  
(+ VAT AND NATIONAL WELFARE  
AND ASSISTANCE FUND)

Without prejudice to the Board's powers of intervention in determining the value of the dispute or any change (increase or decrease) in the arbitral tribunal's fees with due assessment, depending on the activity performed and the complexity of the case.

NB: The guarantee deposit is net of VAT and other legal costs; it has to be paid (along with the vat and national welfare assistance fund payments) by the Claimant and the Respondent in two identical payments. The indicated amounts do not include any additional costs (for example, technical consultancy by court appointed experts or travelling).

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## BANK DETAILS FOR PAYMENT OF GUARANTEE DEPOSITS COVERING THE COSTS OF THE ABRITRATION PROCEEDINGS

Beneficiary:

**Unione Camere Commercio Ind. Artigianato e Agricol. del Piemonte**

**IBAN: IT86J0200801044000103164577 UniCredit S.p.A.**

From abroad:

**BIC SWIFT Code: UNCRTM1GC2**

**Causality: company name of the party concerned (claimant or respondent, as applicable)**

**NB:**

The transfer order accounting record must be sent by e-mail to [arbitrato@pie.camcom.it](mailto:arbitrato@pie.camcom.it) within 48 hours of the transfer order.

### **COMMERCIAL ADMINISTERED ARBITRATION (FAST-TRACK OR ORDINARY)**

Any dispute arising from this agreement shall be referred to binding arbitration (“rituale”) in accordance with the Rules of the Piemonte Court of Arbitration. The arbitration shall be conducted in accordance with the ordinary procedure by law or the fast-track (ex aequo et bono) arbitration procedure, depending on the value in dispute, as determined by the Rules.

**NOTE:** The Rules of the Piemonte Court of Arbitration generally provides for disputes to be settled by a sole arbitrator. The parties may expressly provide in the arbitration or settlement clause that disputes shall be decided by a panel of three arbitrators. The Parties may amend the proposed clause providing for ordinary or equity arbitration or fast-track arbitration, subject to the limits of the law. The Rules require fast-track arbitration procedure to be applied to disputes whose value does not exceed 150,000.00 Euros; the parties may provide for fast-track arbitration for disputes with a higher value and ordinary arbitration for disputes of a lower value. Note that, in regard to a consumer, it is necessary for the arbitration clause to have been individually negotiated (see art. 33 t and 34.4 of the Consumer Code, Legislative Decree 206 of 6/9/2005, as amended).

### **COMPANY ARBITRATION CLAUSE (FOR ARTICLES OF ASSOCIATION)**

All disputes arising between shareholders, or between shareholders and the company, relating to rights in the relationship with the company, as well as all claims against directors, statutory auditors and liquidators or between them or promoted by the same, including those relating to the validity of shareholders’ resolutions, or concerning the status of members, shall be decided by arbitration in accordance with the Rules of the Piemonte Court of Arbitration, in compliance with articles 34, 35 and 36 of Legislative Decree 5 of 17/1/2003 .

**NOTE:** The Rules of the Piemonte Court of Arbitration provides, generally, that dispute will be devolved to a single arbitrator. The Rules of the Piemonte Court of Arbitration generally provides for disputes to be settled by a sole arbitrator. The parties may expressly provide in the arbitration or settlement clause that disputes shall be decided by a panel of three arbitrators. Even for company arbitration, the parties may decide on a clause providing that the arbitration be conducted in accordance with the fast-track arbitration procedure for disputes with a value of more than 150,000.00 Euros, or ordinary arbitration for disputes of a lower amount.

# Contacts

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## Piemonte Court of Arbitration

Via Pomba, 23  
10123 - Torino

Tel. 0039 011 5669294

E-mail: [arbitrato@pie.camcom.it](mailto:arbitrato@pie.camcom.it)  
Certified electronic post: [arbitrato@legalmail.it](mailto:arbitrato@legalmail.it)  
[www.pie.camcom.it/cameraarbitralepiemonte](http://www.pie.camcom.it/cameraarbitralepiemonte)

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## Offices of the Alessandria Chamber of Commerce

Via Vochieri, 58  
15100 - Alessandria

Tel. 0039 0131 313266

## Offices of the Novara Chamber of Commerce

Via degli Avogadro, 4  
28100 - Novara

Tel. 0039 0321 338285

## Offices of the Asti Chamber of Commerce

Piazza Medici, 8  
14100 - Asti

Tel. 0039 0141 535269

## Offices of the Turin Chamber of Commerce

Via San Francesco da Paola, 24  
10123 - Torino

Tel. 0039 011 5716720

## Offices of the Biella and Vercelli Chamber of Commerce (Biella)

Via Aldo Moro, 15  
13900 - Biella

Tel. 0039 015 3599371

## Offices of the Verbanò Chamber of Commerce

Strada Statale per il Sempione, 4  
28831 - Baveno (Vb)

Tel. 0039 0323 912834

## Offices of the Cuneo Chamber of Commerce

Via Emanuele Filiberto, 3  
12100 - Cuneo

Tel. 0039 0171 318809/814

## Offices of the Biella and Vercelli Chamber of Commerce (Vercelli)

Piazza Risorgimento, 12  
13100 - Vercelli

Tel. 0039 0161 598236

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