



International Chamber of Commerce
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Secretariat of the ICC International Court of Arbitration - Asia Office

AWARD

Head office: ICC International Court of Arbitration

38 Cours Albert 1er, 75008 Paris France Tel +33 (0)1 49 53 28 28 Fax +33 (0)1 49 53 29 29 E-mail arb@iccwbo.org Website www.icc-arbitration.org

Branch office: Secretariat of the ICC International Court of Arbitration - Asia office

Suite 2, 12/F Fairmont House, 9 Cotton Tree Drive, Central, Hong Kong
Tel +852 2607 5600 Fax +852 2523 1619 E-mail ica8@iccwbo.org Website www.icc-arbitration.org

国际商会国际仲裁院秘书处 - 亚洲事务办公室

香港中环皇后大道东66号12楼1202室 总机 +852 2607 5600 传真 +852 2523 1619 电子邮箱 ica8@iccwbo.org 网址 www.icc-arbitration.org

ICC INTERNATIONAL COURT OF ARBITRATION

CASE NO. [REDACTED]

EPA SPOLKA Z OGRANICZONA ODPOWIEDZIALNOSCIA
(POLAND)

vs/
[REDACTED]
[REDACTED]

This document is an original of the Final Award by Consent rendered in conformity with the Rules of Arbitration of the ICC International Court of Arbitration.

INTERNATIONAL CHAMBER OF COMMERCE
INTERNATIONAL COURT OF ARBITRATION

IN THE MATTER OF AN ICC ARBITRATION

Case No [REDACTED]

BETWEEN:

EPA Spolka z Ograniczona Odpowiedzialnoscia

Claimant

-and-

[REDACTED]

Respondent

FINAL AWARD BY CONSENT

The Parties

1. The Claimant is EPA Spolka z Ograniczona Odpowiedzialnoscia, a company organised and existing under the laws of Poland, with its place of business at Wojska Polskiego 154, 71-324 Szczecin, Poland. The Claimant was the buyer under the Contract that is the subject of this arbitration. The Claimant is represented by Mr. William Leung of William KW Leung & Co, Unit No 01, 11th Floor, Beautiful Group Tower, 77 Connaught Road Central, Hong Kong, ref: WL/4187/07, tel: +852 2810-6199, fax: +852 2810-1055.
2. The Respondent is [REDACTED], a company organised and existing under the laws of [REDACTED], with its place of business at [REDACTED]. The Respondent was the seller under the Contract that is the subject of this arbitration. The Respondent is represented by Mr. [REDACTED] Hong Kong, [REDACTED].

Background

3. This is our Final Award in this arbitration reference and is made by consent of the parties. This Award determines all issues in the arbitration.
4. By a written Original Equipment Manufacturing Agreement dated [REDACTED] December [REDACTED] supplemented by Annex No [REDACTED] dated [REDACTED] 07 ("the Contract"),

Costs of arbitration

20. On [REDACTED] 2008, the Court fixed the advance on costs at US\$ [REDACTED] which was fully paid by Claimant.
21. On [REDACTED] 2010, the Court fixed the costs of arbitration at US\$ [REDACTED] which is covered by the monies paid by the Claimant for the advance on costs.
22. As the Claimant has paid the entire advance on costs, the Respondent is obliged to reimburse US\$ [REDACTED] to the Claimant. This reimbursement to be made by the Respondent to the Claimant is included in the "terms of settlement" agreed between the parties.
23. The parties agreed, as recorded in the letter dated [REDACTED] 2009 from the Claimant's lawyers and the letter dated [REDACTED] 2009 from the Respondent's lawyers, that any balance after deducting the costs of arbitration from the advance on costs should be reimbursed to the Claimant.

NOW, We, [REDACTED], hereby make and publish this our Final Award, by consent of the parties, as follows:

1. The Respondent shall pay to the Claimant the sum US\$ [REDACTED] in accordance with paragraph 1 of the "terms of settlement" agreed between the parties as revised by the parties on [REDACTED] 2009, and in any event by no later than the twentieth (20th) business day (being a banking day in the [REDACTED] other than a Saturday, Sunday or Public Holiday) after the date of receipt by the Respondent or its Solicitors of the Respondent's copy of this Final Award.
2. The Claimant shall comply with paragraph 2 of the "terms of settlement" agreed between the parties, regarding the return by the Claimant to the Respondent of the [REDACTED] units of [REDACTED]-HEV 850 previously delivered by the Respondent to the Claimant.
3. Each party is to bear its own legal costs and expenses of and incidental to these arbitration proceedings.

Place of Arbitration: Hong Kong

Date: 12 January 2010

Signatures:

[REDACTED SIGNATURE]

Chairman of Arbitral Tribunal

