

**American Fats and Oils Association, Inc. - Arbitration Rules**  
**International Supplementary Procedures**

*Effective March 8, 2009*

The American Arbitration Association (AAA) and its international division, the International Centre for Dispute Resolution (ICDR) apply the International Supplementary Procedures of the American Fats and Oils Association, Inc. (AFOA) Arbitration Rules to arbitration clauses that provide for arbitration pursuant to the rules entitled AFOA - Arbitration Rules that involve international disputes.

The AAA and ICDR will have the discretion to apply or not to apply the International Supplementary Procedures and the parties will be able to bring any disputes concerning the application or non-application to the attention of the arbitrator.

If there is a difference between the AFOA Arbitration Rules and the International Supplementary Procedures, the International Supplementary Procedures will be used.

**International Procedure 1. Exchange of Information**

The arbitrators shall refer to ICDR's Guidelines for Arbitrators Concerning Exchanges of Information, Amended and Effective May 31, 2008 when ruling on exchange of information issues, unless the parties agree otherwise in writing.

**International Procedure 2. Awards**

- (a) The arbitrators shall state the reasons upon which the award is based, unless the parties have agreed that no reasons need be given.
- (b) If any arbitrator fails to sign the award, it shall be accompanied by a statement of the reason for the absence of such signature, unless the parties have agreed that no reason need be given.
- (c) Pursuant to Section 9(a) of the AFOA Arbitration Rules, should the parties agree to a locale other than New York City and if the arbitration law of the country where the award is made requires the award to be filed or registered, the arbitrators shall comply with such requirement.

**International Procedure 3. Language of the Arbitration**

If the parties have not agreed otherwise, the language(s) of the arbitration shall be that of the documents containing the arbitration agreement, subject to the power of the arbitrator to determine otherwise based upon the contentions of the parties and the circumstances of the arbitration. The arbitrator may order that any documents delivered in another language shall be accompanied by a translation into the language(s) of the arbitration.