

SCHEDULE IV : BELGIAN JUDICIAL CODE PROVISIONS RELATING TO ARBITRATION

CHAPTER 6 - ARBITRATION

Article 1676 – 1° Any dispute already existing or that may arise from a given legal situation, and which can be the object of a settlement, may by agreement be submitted to arbitration.

2° Anyone who has the legal capacity or the right to settle can agree to arbitration.

Without prejudice to specific laws, public legal entities can however only conclude an arbitration agreement if the object thereof is to resolve disputes relating to the conclusion or the performance of an agreement. The conditions that apply to the conclusion of the contract, the performance of which constitutes the object of the arbitration, also apply to the conclusion of the arbitration agreement. Moreover, public legal entities may conclude arbitration agreements on all matters defined by law or by royal decree decided by the Council of Ministers. The decree may also set forth the conditions and rules to which the completion of such an agreement is subject.

3° The above mentioned stipulations shall apply without prejudice to the exceptions provided by law.

Article 1677 - An arbitration agreement shall be agreed by the parties in writing, or by other documents that are binding on the parties and that reveal their intent to resort to arbitration.

Article 1678 – 1° The arbitration clause shall not be valid if it grants a preferred situation to a party with respect to the appointment of the arbitrator(s).

2° Without prejudice to the exceptions provided by law, an arbitration agreement concluded prior to any dispute that comes under the jurisdiction of the Labour Court pursuant to Articles 578 through 583, shall be automatically null and void.

Article 1679 – 1° The Court before which is brought a dispute that is also the object of an arbitration agreement shall declare itself without jurisdiction at the request of a party, unless the arbitration agreement is invalid with regard to this dispute or has ceased to exist; the plea must be raised before any other plea or defense.

2° A claim for conservatory or provisional measures that is brought before a Court is not inconsistent with the arbitration agreement, nor shall it imply a waiver thereof.

Article 1680 - May act as an arbitrator any person who has the capacity to enter into contracts, except those who are under age, whether they are emancipated or not, those who are provided with a legal administrator as well as those who are definitely excluded from voting or whose electoral rights are suspended.

Article 1681 – 1° The Arbitral Tribunal must be composed of an odd number of arbitrators. A sole arbitrator is allowed.

2° Should the arbitration agreement provide for an even number of arbitrators, an additional arbitrator shall be appointed.

3° Where the parties have not determined the number of arbitrators in the arbitration agreement, and cannot agree on such a number, the arbitral tribunal shall be composed of three arbitrators.

Article 1682 - The parties may, either in the arbitration agreement or later, appoint the arbitrator(s) or request that a third party makes that appointment. Where the parties have not appointed the arbitrators nor agreed on the method of their appointment, each party shall appoint its arbitrator, or if necessary an even number of arbitrators, when the dispute arises.

Article 1683 – 1° The party, which requests the arbitration, shall notify the other party of its intention. The notification must refer to the arbitration agreement and set out the object of the dispute if it was not mentioned already in the arbitration agreement itself.

2° When there are more than one arbitrator, and when the parties are expected to appoint them, the notification shall mention the appointment of the arbitrator(s) by the party that invokes the arbitration agreement; the other party is invited, in the same document, to appoint its arbitrator(s).

3° If a third person is instructed to appoint the arbitrator(s) but fails to do so, the notification mentioned in paragraph 1 here above shall be sent to it as well with the request that it make that appointment.

4° The appointment of an arbitrator, once notified, cannot be withdrawn.

Article 1684 – 1° If the party or the third person to whom the notification mentioned in Article 1683 was made, fails to appoint the arbitrator(s) within one month of the notification, the appointment shall be made by the president of the Civil Court at the request of the most diligent party.

2° If the parties have agreed that there shall be a sole arbitrator but fail to agree on his appointment within one month of the notification mentioned in Article 1683, his appointment shall be made as provided in paragraph 1 here above.

Article 1685 – 1° When the arbitrators that are appointed in accordance with the provisions here above are even in number, they shall appoint another arbitrator who shall chair the Arbitral Tribunal. If the arbitrators cannot reach an agreement, and unless decided otherwise by the parties, the appointment shall be made by the president of the Civil Court at the request of the most diligent party. The president can be requested to do so at the end of a one-month period beginning on the date on which the last arbitrator has accepted his mission, or on which the arbitrators' failure to agree has been recorded.

2° When there is an odd number of appointed arbitrators, they shall appoint one of themselves to chair the Arbitral Tribunal, unless the parties have agreed on a different method of nomination. Should the arbitrators be unable to agree, the appointment shall be made as provided in paragraph 1 here above.

Article 1686 – 1° In the cases mentioned in Articles 1684 and 1685, the decision of the president of the Civil Court shall not be subject to an appeal of any sort.

2° The decision of the president shall limit neither the powers of the arbitrators to rule on their own jurisdiction, nor the right of a party to invoke the Arbitral Tribunal's lack of jurisdiction.

Article 1687 – 1° Should an arbitrator die, or be unable in fact or in law to continue his mission, should he refuse it or fail to carry it out, or should the parties agree to terminate it, that arbitrator's replacement shall be done in accordance with the same rules that applied for his appointment or his nomination. However, when the arbitrator(s) were nominatively appointed in the arbitration agreement, this agreement shall automatically lapse.

2° In the cases mentioned in paragraph 1 here above, any objection shall be submitted by the most diligent party to the Civil Court. If the Court decides that there are reasons to replace the arbitrator, it shall appoint his replacement, due regard being given to the parties' intentions as expressed in the arbitration agreement.

3° The parties are entitled to derogate from the provisions of this Article.

Article 1688 - The death of a party shall neither void the arbitration agreement, nor the mission of the arbitrator(s), unless otherwise agreed by the parties.

Article 1689 - Once he has accepted his mission, an arbitrator cannot withdraw, unless the Civil Court allows him to do so at his request. The Court shall rule only after having heard the parties or have had them convoked by the Civil Court's clerk. The Court's decision shall not be subject to an appeal of any sort.

Article 1690 – 1° Arbitrators may be challenged when circumstances arise which cause legitimate doubts regarding their impartiality or independence.

2° A party can challenge an arbitrator only for cause that emerges after his appointment.

Article 1691 – 1° The challenge is notified to the arbitrators and possibly to the third party, which appointed the challenged arbitrator in accordance with the arbitration agreement, as soon as the challenging party will have learned of such cause. The arbitrators shall thereupon stay the proceedings

2° If the challenged arbitrator does not withdraw within ten days of the notification of the challenge, the challenging party shall be informed thereof by the Arbitral Tribunal. The challenging party must summon

the arbitrator and the other parties before the Civil Court no later than ten days after the notification, on pain of forfeiture, failing which the proceedings before the arbitrators shall resume automatically. The appeal against the Civil Court's ruling shall be handled in accordance with the provisions of Articles 843 through 847 of this Code.

3° When the arbitrator has withdrawn or when the challenge has been upheld by the Court, the replacement of the arbitrator shall take place in accordance with the rules that applied to his nomination or appointment; however, if the arbitrator was nominated in the arbitration agreement itself, this agreement shall automatically lapse. The parties may derogate from the provisions of this paragraph.

Article 1692 – 1° The parties may agree, in the arbitration agreement, to exclude certain categories of persons from becoming arbitrators.

2° If such an exclusion has been ignored when the Arbitral Tribunal was appointed, the irregularity must be invoked in accordance with the provisions of Article 1691.

Article 1693 – 1° Without prejudice to the provisions of Article 1694, the parties may determine the rules of the arbitral proceedings as well as the seat of the arbitration. Should the parties fail to do so within the time limit set by the Arbitral Tribunal, the Arbitral Tribunal shall determine them itself. If the seat of the arbitration has not been determined by the parties or by the arbitrators, the place where the award is rendered, as stated in the award, shall serve as the seat of the arbitration.

2° Unless otherwise agreed by the parties, and after consulting with them, the Arbitral Tribunal may hold its hearings and meetings in any other location that it considers appropriate.

3° The chairman of the Arbitral Tribunal shall set the schedule of the hearings and shall preside over them.

Article 1694 – 1° The Arbitral Tribunal must allow each party to assert their rights and put forth their arguments.

2° The Arbitral Tribunal shall decide after having heard the oral presentations. The parties may validly be convoked by registered mail unless they have agreed to other means of convocation. The parties may appear in person.

3° The proceedings are in writing when the parties have so agreed, or whenever they have waived their right to oral presentations.

4° Each party has the right to be represented either by a lawyer, or by a representative specially empowered in writing and admitted by the Arbitral Tribunal. Each party may be assisted by a lawyer or by any other person of its choice that is admitted by the Arbitral Tribunal. The parties may not be represented or assisted by a business agent.

Article 1695 - Should a party that has been validly convoked fail to appear or to present its arguments in the allotted time limit, without a legitimate excuse, the Arbitral Tribunal may proceed and decide the matter, unless the other party requests a postponement.

Article 1696 – 1° Without prejudice to Article 1679, paragraph 2, the Arbitral Tribunal may order interim and conservatory measures at the request of a party, with the exception of attachment orders.

2° Unless otherwise agreed by the parties, the Arbitral Tribunal shall freely assess the admissibility and weight of the evidence.

3° The Arbitral Tribunal may call witnesses, appoint experts, organize site visits, order the personal appearance of the parties. The Arbitral Tribunal may administer a decisive oath and request from the parties a supplementary oath. It may also order a party to disclose documents under the terms of Article 877 of this Code.

4° When the Arbitral Tribunal has called witnesses and when those witnesses fail to appear, or refuse the oath, or refuse to testify, the Arbitral Tribunal shall allow the parties, or one of them alone, to petition the Civil Court to appoint a magistrate to conduct the hearing of the witnesses. This shall be done as in civil proceedings. The time limits of the arbitral proceedings are automatically suspended until the end of this inquiry.

5° The Arbitral Tribunal may not order the verification of the authenticity of documents nor rule on disputes relating to the submission of documents or to allegedly forged documents. In such cases, it shall leave it to the parties to refer the matter to the Civil Court within a given time limit.

6° The time limits of the arbitral proceedings are automatically stayed until the Arbitral Tribunal will have been officially informed by the most diligent party of a final decision on the incident.

Article 1696- bis – 1° Any interested third party may request from the Arbitral Tribunal an ex parte intervention in the proceedings. The request must be put to the Arbitral Tribunal in writing, and the tribunal shall communicate it to the parties.

2° A party may call upon a third party to intervene in the proceedings.

In any event, the admissibility of such interventions requires an arbitration agreement between the third party and the parties involved in the arbitration. That agreement is subject, moreover, to the unanimous consent of the Arbitral Tribunal.

Article 1697 – 1° The Arbitral Tribunal is empowered to rule on its own jurisdiction and, to this end, examine the validity of the arbitration agreement.

2° A finding that the contract is null and void shall not automatically entail the nullity of the arbitration agreement that it contains.

3° The Arbitral Tribunal's decision that it has jurisdiction may only be contested together with the award on the main issue and through the same procedure before the Civil Court. The Civil Court may, at the request of one of the parties, rule on the merits of the Arbitral Tribunal's decision that it lacks jurisdiction.

4° The fact that a party has appointed an arbitrator shall not prevent it from claiming that the Arbitral Tribunal lacks jurisdiction.

Article 1698 – 1° Until the date on which the first arbitrator accepts his mission, either party may determine the time limit within which the Arbitral Tribunal must render its award, or the terms for setting such a time limit.

2° When the parties have not set the time limit nor determined the terms for doing so, and when the Arbitral Tribunal is late in rendering its award, and when a period of six months has elapsed between the date on which all of the arbitrators have accepted their mission, the Civil Court may, at the request of one of the parties, impose a time limit on the arbitrators. The Civil Court's decision shall be final.

3° The mission of the arbitrators ends if the award is not rendered in a timely manner, unless this time limit is extended by an agreement between the parties.

4° When the arbitrators have been named in the arbitration agreement, and when the award is not rendered in time, the arbitration agreement shall automatically lapse, unless otherwise agreed by the parties.

Article 1699 - The Arbitral Tribunal shall make a final decision or render interlocutory decisions by way of one or several awards.

Article 1700 - Unless otherwise agreed by the parties, the arbitrators shall decide in accordance with the rules of law.

When a public legal entity is a party to an arbitration agreement, the arbitrators shall always decide in accordance with the rules of law, without prejudice to special legal provisions.

Article 1701 – 1° The award shall be rendered after a deliberation between all of the arbitrators. The award is rendered at an absolute majority, unless the parties have agreed to another type of majority.

2° The parties are also free to decide that the chairman’s vote shall be decisive where no majority can be formed.

3° Unless stipulated to the contrary, where the arbitrators rule on sums of money and where no majority is formed on the sums that are to be awarded, the votes in favor of the higher figure are counted as being in favor of the figure that is immediately lower, until a majority is formed.

4° The award is rendered in writing and signed by the arbitrators. Should one or more of the arbitrator(s) be unable to sign, or refuse to do so, mention shall be made of it in the award; however, the award must bear at least as many signatures as are necessary to form a majority of arbitrators.

5° In addition to the decision itself, the award shall contain, *inter alia* :

- (a) the names and domiciles of the arbitrators;
- (b) the names and domiciles of the parties;
- (c) the object of the dispute;
- (d) the date on which it is rendered;
- (e) the seat of the arbitration and the place where the award is rendered.

6° The award must be reasoned.

Article 1702 – 1° The chairman of the Tribunal shall notify the award to each party and send them a copy, signed in accordance with Article 1701 - 4E.

2° The chairman of the Arbitral Tribunal shall file the original copy of the award with the Office of the Civil Court, and shall notify the parties of this filing.

3° The mission of the arbitrators ends with the notification of the final award to the parties and its filing in accordance with the provisions mentioned here above.

Article 1702 – bis – 1° Within thirty days of the notification of the award, and unless the parties have agreed on another time limit,

- (a) One of the parties may request the Arbitral Tribunal to correct any clerical, computational or typographical error, or any other error of a similar nature, provided it notifies its request to the other party.
- (b) One of the parties may request that the Arbitral Tribunal interpret a given point or passage of its award, provided the parties have so agreed and provided one party has notified its request to the other.

If the Arbitral Tribunal considers the request founded, it shall correct or interpret its award within thirty days of the request. The interpretation shall form part of the award.

2° The Arbitral Tribunal may, on its own motion, correct any error mentioned in paragraph 1 (a) here above within thirty days of the date of the award.

3° The Arbitral Tribunal may, if necessary, extend the time limit in which it is allowed to correct or interpret its award pursuant to paragraph 1 here above.

4° The provisions of Article 1701 apply to the correction or interpretation of the award.

5° When the same arbitrators cannot be reunited, the request for interpretation or correction of the award shall be submitted to the Civil Court, whose president has jurisdiction to render the award enforceable in accordance with the rules of jurisdiction set forth in Articles 1717 and 1719, paragraph 2.

Article 1703 – 1° Unless the award is contrary to public policy or unless the dispute is not arbitrable, the award shall have authority once it has been notified in accordance with article 1702, paragraph 1, and when it can no longer be contested before the arbitrators.

2° An appeal can only be made against an arbitral award if the parties have provided for that possibility in the arbitration agreement. Unless provided otherwise, the time limit for an appeal is one month as of the notification of the award.

Article 1704 – 1° The arbitral award may only be contested before the Civil Court through an application for setting it aside, and it may be set aside solely for a cause mentioned in this Article.

2° The arbitral award may be set aside

- (a) If the decision is contrary to public policy;
- (b) If the dispute was not arbitrable;
- (c) If no valid arbitration agreement exists;
- (d) If the Arbitral Tribunal has exceeded its jurisdiction or its powers;
- (e) If the Arbitral Tribunal omitted to decide on one or more issues of the dispute, and if such issues cannot be separated from the issues on which it did decide;
- (f) If the award has been rendered by an arbitral tribunal that was irregularly appointed;
- (g) If the parties were not given the opportunity to present their case and their arguments, or if any other imperative rule of the arbitral proceedings has been violated, provided such a violation of the rules had a bearing on the decision;
- (h) If the formalities prescribed in Article 1701, paragraph 4, have not been fulfilled;
- (i) If the award is not reasoned;
- (j) If the award contains provisions that contradict themselves.

3° The award may also be set aside:

- (a) If it was obtained by fraud;
- (b) If it is based on evidence that is found to be false by a final Court decision, or on evidence that is acknowledged to be false;
- (c) If, since the award was rendered, a document or other evidence were found that would have had a decisive influence on the award, and that has been held back by the other party.

4° The causes mentioned in paragraphs 2 (c), (d) and (f) shall not cause the award to be set aside, whenever the party that invokes them has learned of them in the course of the proceedings but failed to invoke them at that time.

5° The causes for challenging or expelling an arbitrator mentioned in Articles 1690 and 1692 do not constitute causes for having the award set aside in the sense of paragraph 2 (f) here above, even if such causes became known only after the rendering of the award.

Article 1705 - If there is cause for having one part of the award set aside, it alone shall be set aside if it may be dissociated from the other parts of the award.

Article 1706 – 1° The causes for having an award set aside must be put forth by a party, on pain of being forfeited, in one single procedure, except however for the causes mentioned in Article 1704, paragraph 3, when such causes are discovered later.

2° The request for setting aside the award is admissible only if the award can no longer be contested before the arbitrators.

Article 1707 – 1° The request for setting aside the award based on one of the causes mentioned in Article 1704, paragraph 2 (c) through (j) must, on pain of being forfeited, be filed within three months of the date on which it was notified to the parties; however, that time limit cannot start before the day on which the award can no longer be contested before the arbitrators.

2° Respondent in a procedure for having the award set aside may itself, in the same procedure, request that the award be set aside even if the time limit mentioned in paragraph 1 has expired.

3° The claim for having the award set aside that is based on one of the causes mentioned in Article 1704, paragraph 3, must be filed within three months either of the discovery of the fraud, or of the document or other evidence, or of the day on which the evidence was declared false, or acknowledged to be so, and provided always that a time limit of five years beginning on the day on which the award was notified to the parties in accordance with Article 1702, paragraph 1, has not expired.

4° The Court before which a request for the setting aside of an award will have been brought shall automatically verify that the award is not contrary to public policy, and that the dispute was arbitrable.

Article 1708 – 1° When the Arbitral Tribunal has omitted to decide on one or more issues of the dispute which can be separated from those

on which it has decided, it may, at the request of a party, complete the award, even if the time limits mentioned in Article 1698 have expired, unless the other party disputes the omission or that the omitted issues can be separated from those which the tribunal has decided.

2° In that case, the dispute shall be brought before the Civil Court by the most diligent party. Should the Civil Court decide that the omissions can be separated from those issues on which the Arbitral Tribunal did decide, it shall refer the parties back to the Arbitral Tribunal in order to complete the award.

Article 1709 - The arbitrators may order their award to be provisionally enforceable in spite of an appeal, and without prejudice to the rules of consignment. They may also subordinate provisional enforcement to the establishment of security in accordance with the provisions of this Code.

Article 1709-bis - The arbitrators may order a party to pay a penalty. Articles 1385-bis through octiès apply *mutatis mutandis*.

Article 1710 – 1° The award can be enforced only if it has been declared enforceable by the president of the Civil Court at the request of an interested party; the party against which the enforcement is requested cannot, at this stage of the proceedings, claim to be heard.

2° The president can render the award enforceable only if it can no longer be contested before the arbitrator(s) or if the arbitrators have declared it to be provisionally enforceable notwithstanding an appeal. The decision of the president is enforceable notwithstanding an appeal, without prejudice to Article 1714.

3° The president shall dismiss the request if the award or its enforcement is contrary to public policy, or if the dispute was not arbitrable.

4° The decision shall be notified, by judicial post, by the Office of the Court within five days of its pronouncement.

Article 1711 – 1° Where the request is dismissed, the petitioner may file an appeal with the Court of Appeal within one month of its notification. This appeal is served by a bailiff, on the party against which the enforcement of the award is requested in a summons to appear before the Court of Appeal.

2° Should that party wish to request that the award be set aside without having already entered a claim for that effect, it must bring such a claim before the Civil Court, on pain of forfeiture, within one month of the notification of the appeal. The Court of Appeal shall postpone its decision until a final decision will have been rendered on the issue of having the award set aside.

Article 1712 – 1° The decision that grants the enforceability to the award must be notified by the petitioner to the other party. Within one month of its notification, an opposition against the decision may be filed before the Civil Court.

2° The party which files this opposition and which requests as well the setting aside of the award itself without having already done so, must enter its claim for setting aside in the same manner and within the same time limit as mentioned in paragraph 1 here above, on pain of forfeiture. The party that claims that the award must be set aside without also filing an opposition in accordance with paragraph 1 here above must, on pain of forfeiture, enter its claim within the time limit provided by paragraph 1.

Article 1713 – 1° In the cases mentioned in Articles 1711 and 1712, the requests for having the award set aside which are based on the absence of a valid arbitration clause, are not subject to the time limit mentioned in Article 1707, paragraph 1.

2° Without prejudice to the provisions of Article 1707, paragraph 3, the party that learned of one of the causes for setting aside the award mentioned in Article 1704, paragraph 3, only after the notification of the decision granting enforcement, may request nevertheless that the award be set aside for such cause in spite of the fact that the one-month time limits mentioned in Articles 1711 and 1712 have expired.

Article 1714 – 1° The Court before which is brought the motion against the decision that granted enforceability or the request to have the award set aside, may order, at the request of one of the parties, a stay of the enforcement of the award, or make the enforcement subject to the establishment of security.

2° The decision that grants the enforceability to the award becomes ineffective when the award is set aside.

Article 1715 – 1° When, during the arbitral proceedings, the parties settle the dispute submitted to the Arbitral Tribunal, their agreement may be recorded in a document established by the Tribunal and signed by the arbitrators as well as by the parties. This document is subject to the provisions of Article 1702, paragraph 2; it can receive a seal of enforceability from the president of the Civil Court at the request of one of the parties.

2° The request shall be dismissed if the settlement or its enforcement is contrary to public policy or if the dispute is not arbitrable.

3° The decision is notified by the Office of the Civil Court within five days of its pronouncement.

Article 1716 – 1° The decision which grants enforceability to the award by consent must be notified by the petitioner to the other party. Within one month of the date of its notification, an opposition may be filed against it before the Civil Court.

2° If the request is denied, the petitioner may file an appeal in accordance with Article 1711.

3° The decision that grants enforceability to the award by consent becomes ineffective in the event the award is set aside.

Article 1717 – 1° Subject to the provisions of Articles 1719, paragraph 2, the Court that has jurisdiction for applying Chapter VI of this Code shall be the Court mentioned in the arbitration agreement or any later agreement reached prior to the determination of the seat of the arbitration.

2° When no agreement exists, the Court of jurisdiction shall be the Court of the seat of the arbitration. When no seat has been determined, the Court of jurisdiction shall be the Court that would have had jurisdiction, had the matter not been submitted to arbitration.

3° [...]

4° The parties may, by an explicit declaration in the arbitration agreement or by a later agreement, exclude any application for the setting aside of an arbitral award, in case none of them is a physical person of Belgian nationality or a physical person having his normal residence in Belgium or a legal person having its registered office or a branch office in Belgium.

Article 1718 – 1° When an agreement to arbitrate is reached regarding an appeal against a decision of the Civil Court or of the Commercial Court, the arbitral award can only be enforced after the Court of Appeal has granted enforcement and after the party against which the enforcement is requested has been summoned.

2° Should that party claim to have the award set aside without having previously filed an application in this respect, it must enter its claim, on pain of forfeiture, in the same proceedings, subject to the provisions of Article 1713.

3° The decisions of the Court of Appeals are not subject to appeal.

Article 1719 – 1° The president of the Civil Court shall, upon request, rule on the enforceability of foreign awards rendered on the basis of an arbitration agreement.

2° The claim is brought before the president of the Civil Court in the jurisdiction of which the person against whom the enforcement is requested has his domicile or, in the absence of a domicile, his place of residence. If that person is neither domiciled in or a resident of Belgium, the request is made to the president of the Civil Court where the award is to be enforced.

3° The petitioner shall elect domicile in the jurisdiction of the Court.

4° He shall enclose with his request the original copy of the award and of the arbitration agreement, or any copy thereof that fulfils the conditions of authenticity.

5° The president of the Court examines the requests; to this end, he may summon to chambers the petitioner as well as the party against which the enforcement is requested. The summons is sent by the Office of the Court.

Article 1720 - Within five days of its pronouncement, the decision of the Civil Court is notified to the petitioner by the Office of the Court.

Article 1721 - When the request is denied, the petitioner may, within one month of its notification, appeal to the Court of Appeal. This appeal is served by a bailiff to the party against which the enforcement has been requested, with a summons to appear before the Court of Appeal.

Article 1722 - The decision, which grants enforceability, must be communicated by the petitioner to the person against whom the enforcement is requested. An opposition may be filed against this decision with the Civil Court within one month of its notification.

Article 1723 - Unless there is a reason to apply an existing treaty between Belgium and the country in which the award was rendered, the Court shall deny enforceability:

1° If the award can still be appealed before the arbitrators and if the arbitrators did not make the award enforceable notwithstanding an appeal.

2° If the award or its enforcement is contrary to public policy or if the dispute was not arbitrable.

3° If cause for having the award set aside pursuant to Article 1704 is established.