



**GENERAL TERMS AND CONDITIONS FOR NORELID ADVOKATBYRÅ AB – FOR CLIENTS DOMICILED OUTSIDE OF SWEDEN (ENG 2018:2)**

**1. Applicability**

- 1.1 These General Terms and Conditions shall apply alongside the Code of Conduct of the Swedish Bar Association with respect to all services provided by Norelid Advokatbyrå AB (corporate registration number 559125-2316) ("Advokatbyrån"). By engaging Advokatbyrån, You are deemed to have accepted these General Terms and Conditions.
- 1.2 Any deviations from these General Terms and Conditions shall be agreed in writing in order to be effective.
- 1.3 Your contracting party with respect to the assignment is solely Advokatbyrån, and thus not any other individual or entity affiliated with Advokatbyrån. Unless otherwise provided for by mandatory law, no other individual or entity than Advokatbyrån shall bear responsibility with respect to the services provided by Advokatbyrån.

**2. Client Identification**

- 2.1 Advokatbyrån has a legal obligation to ascertain its clients' identity and ownership before work is begun. Advokatbyrån also has a legal obligation to report suspicion of money laundering or terrorism financing to the relevant authorities.
- 2.2 Advokatbyrån cannot be held liable for any loss which You are caused directly or indirectly as a consequence of Advokatbyrån's fulfilment of its obligations pursuant to section 2.1 above.

**3. Services**

- 3.1 The services provided by Advokatbyrån are carried out solely based on the conditions, facts and instructions which are presented to Advokatbyrån in the specific assignment. You are not entitled to rely on the result of Advokatbyrån's services in any other matter or for any other purposes than for the specific assignment and purposes for which the service is provided.
- 3.2 Advokatbyrån does not provide tax advice, financial advice, accounting or audit advice, or advice with respect to the business implications of certain decisions, investments or transactions. Advokatbyrån thus bears no responsibility for the fiscal-, financial-, audit / accounting- or business consequences of the decisions, investments or transactions that You make or carry out.

- 3.3 Advokatbyrån does not provide advice about or based on the law of any other jurisdiction than Sweden. If Advokatbyrån should, based on its general experience, express an opinion about the law of any other jurisdiction than Sweden, this does not constitute advice which You are entitled to rely upon.

**4. Intellectual Property Rights**

All intellectual property rights to the result of work provided by Advokatbyrån in any particular assignment belong to Advokatbyrån. You may use the result of Advokatbyrån's provided work for the purposes for which it has been produced. Unless otherwise agreed, no documents or other results of Advokatbyrån's work may be publicized or used for marketing purposes.

**5. Fees and Expenses**

- 5.1 Advokatbyrån's fees are charged in accordance with the Code of Conduct of the Swedish Bar Association, and are determined on the basis of time spent, the complexity of the assignment, and the knowledge, skill, experience and resources required for the assignment.
- 5.2 If possible, Advokatbyrån may provide You with an estimate of what the fees may amount to upon Your request before the assignment is given. Advokatbyrån can also keep You continually updated about the incurred fees throughout the duration of the assignment. Such an estimate is solely based on the information which Advokatbyrån has at the time of providing the estimate, and shall not be deemed as a quotation for a fixed price.
- 5.3 In addition to fees, Advokatbyrån also charges compensation for expenses such as travel costs, courier costs and registration fees.
- 5.4 Value added tax is charged in addition to fees and expenses in instances where Advokatbyrån is required to charge value added tax. Advokatbyrån is taxable for value added tax.

**6. Invoicing and Payment**

- 6.1 Advokatbyrån always invoice in Swedish kronor (SEK). Unless otherwise agreed, Advokatbyrån will invoice You on a monthly basis.
- 6.2 Advokatbyrån's invoices state a due date. In case of non-payment, Advokatbyrån will charge late interest at the rate prescribed under the applicable

Swedish Interest Act from the due date until full payment is made.

- 6.3 In court procedures and arbitration procedures, the losing party may be ordered to pay the winning party's legal costs, including attorney's fees. Regardless if You are the winning or the losing party, You must make payment for the services which Advokatbyrån has provided and for the expenses incurred in connection with Advokatbyrån's representation in the court procedure or arbitration procedure.
- 6.4 If Advokatbyrån's fees and expenses are financed by Your legal protection insurance, You must still make payment for Advokatbyrån's fees and expenses to the extent that they exceed what is paid by means of the insurance protection.

## **7. Discontinuation of Assignment**

- 7.1 You may at any time terminate the cooperation with Advokatbyrån by requesting Advokatbyrån to withdraw from the assignment in writing. You must nevertheless make payment for the services which Advokatbyrån has provided and for the expenses incurred by Advokatbyrån before the termination of the assignment.
- 7.2 If Advokatbyrån is required to withdraw from an assignment by law or by the rules in the Code of Conduct of the Swedish Bar Association, You must nevertheless make payment for the services which Advokatbyrån has provided and for the expenses incurred by Advokatbyrån before Advokatbyrån's withdrawal from the assignment.

## **8. Limit of Liability**

- 8.1 Advokatbyrån's liability for any loss sustained by You because of Advokatbyrån's fault or negligence is always limited to an amount of ten (10) times the invoiced and paid fees, exclusive of value added tax, in the assignment at hand, or three (3) million SEK, whichever is the higher.
- 8.2 Advokatbyrån's liability for any loss shall be reduced with the amount that You may be entitled to under any insurance policy which You have purchased or under which You are otherwise protected, or under any contract or hold-harmless commitment which You have entered into or under which You are the beneficiary, provided always that this is not incompatible with the terms and conditions of the insurance policy, contract or hold-harmless commitment and that Your rights under the insurance policy, contract or hold-harmless commitment are not restricted.
- 8.3 Advokatbyrån is not liable for any loss caused by Your use of the result of Advokatbyrån's provided work in any other context or for any other purpose than for which the work was

provided. Advokatbyrån is not liable for any loss incurred by third parties caused by Your use of Advokatbyrån's provided work.

- 8.4 Advokatbyrån is not liable for any loss caused by circumstances outside of Advokatbyrån's control which Advokatbyrån could not reasonably have foreseen at the time when the assignment was given, and the consequences of which Advokatbyrån could not reasonably have avoided or overcome.

## **9. Liability Insurance**

Advokatbyrån holds liability insurance protection in addition to the Swedish Bar Association's mandatory liability insurance. Advokatbyrån is not required to disclose the amount of its insurance protection, but may upon Your request provide a certificate from our insurance broker that the insurance coverage corresponds to sound market levels.

## **10. Language Versions**

These General Terms and Conditions have been produced in one version in Swedish, and one version in English. The version in Swedish applies with respect to clients domiciled in Sweden. The version in English applies to all other clients.

## **11. Applicable Law and Dispute Resolution**

- 11.1 These General Terms and Conditions, any other terms and conditions specific to a given assignment, Advokatbyrån's assignment and Advokatbyrån's services as well as all matters arising therefrom, shall be construed in accordance with and governed by Swedish law.
- 11.2 Any dispute, claim or controversy arising from these General Terms and Conditions, any other terms and conditions specific to a given assignment, Advokatbyrån's assignment and Advokatbyrån's services as well as all matters arising therefrom, shall finally be settled by the Swedish courts with Stockholm District Court as exclusive first instance.
- 11.3 Regardless of what is stated in section 11.1 and 11.2 above, Advokatbyrån is entitled to commence proceedings regarding due claims for payment in any court which has jurisdiction over You or Your assets.