

Advokatfirman Lindahl's general terms and conditions (2024:1)

These general terms and conditions apply to all matters for which Advokatfirman Lindahl KB ("Lindahl") is engaged by its clients. In addition to these general terms and conditions, the Code of Professional Conduct for Members of the Swedish Bar Association shall apply to the matter.

Lindahl may modify these general terms and conditions from time to time. The most recent version of the general terms and conditions is available on Lindahl's website, www.lindahl.se at all times. Any modification of the general terms and conditions shall only apply to matters which are commenced after the modification has been published on the website. Lindahl will only send you a copy of the most recent version of the general terms and conditions upon request.

Working methods, matters and client control

The content and scope of Lindahl's services can be agreed in writing or orally. If a confirmation has been issued to you from Lindahl for a specific matter, then the terms and conditions in the confirmation take precedence over these general terms and conditions in the event of any contradiction between them.

Where applicable, Lindahl works in teams to provide you with the resources and know-how necessary for the matter.

The scope of Lindahl's resources may change during the course of the matter and Lindahl may also change the staffing of the matter. Where so required by relevant rules, Lindahl shall send written confirmation about the matter.

In order to develop the relationship between you and Lindahl and to aid Lindahl in its understanding of your business, Lindahl has a client-relations partner with overall responsibility to you for Lindahl's services. Lindahl will also appoint a member of the Swedish Bar Association (hereinafter referred to as an "Advokat") who is responsible for the Law Firm's work on the individual matter. This Advokat may be the client-relations partner but may also be someone else.

Lindahl accepts the matter as engagement of Lindahl and not as engagement of an individual partner or employee at Lindahl. This applies even if the express or implied intention is that the matter be carried out by one or more specified or unspecified individuals. All of Lindahl's partners and other staff who work on the matter perform their services for you in accordance with these terms and conditions. These individuals have no personal liability to you other than that which may follow from mandatory provisions. The agreement regarding the matter is thus an agreement with Lindahl and not an agreement with any individual connected with Lindahl.

When it comes to instructions, Lindahl accepts them from those individuals who we have reason to assume are entitled to submit such instructions on your behalf in the matter.

All issues pertaining to a dispute, business transaction or business arrangement shall be deemed one matter even if several closely related companies are involved, if different lawyers at Lindahl are involved, and even if separate invoices are issued.

Lindahl's advice in the matter is adapted to the matter and to the circumstances which are presented to Lindahl. Accordingly, you cannot use or rely on the advice for any purpose, situation or objective other than that for which it was provided by Lindahl. Unless you and Lindahl have agreed otherwise, the advice in the matter does not include the potential tax consequences of the matter. Unless specifically agreed, we do not update advice provided with respect to subsequent changes

Lindahl does not provide financial advice, accounting advice or advice on commercial viability in decisions, investments, disputes or transactions. News letters and seminars concerning legal developments etc. do not constitute legal advice. Lindahl's advice never entails any guarantee regarding a certain outcome.

In cases where Lindahl provides services for more than one client, we are entitled, and sometimes also have a professional obligation, to share information and material from one client with another client.

Lindahl's advice in the matter is solely in respect of Swedish law and thus does not include the law of any other jurisdiction.

Any opinions by Lindahl about the law in other jurisdictions, and the extent of such statements, are based solely on Lindahl's general experience of legal issues in such jurisdictions. Such opinions do not constitute legal advice. However, Lindahl will gladly assist you in obtaining necessary advice from lawyers in such jurisdictions.

Confidentiality and information

Lindahl, its partners and its employees are subject to a duty of confidentiality according to, inter alia, the Code of Judicial Procedure and the Code of Professional Conduct for Members of the Swedish Bar Association. Lindahl will not disclose facts which are not in the public domain to any third party unless necessary as an element in carrying out the matter, with your consent, in a dispute with you regarding fees (see further below) or after a court decision.

For certain matters, Lindahl is legally obliged to collect and preserve evidence and certain documentation about its clients' identities. Accordingly, Lindahl may ask you to provide ID documents and other documentation about you or your company or another person who is involved in the matter. Such a request may also be made after commencement of a matter. If you do not provide the documentation which Lindahl requests, Lindahl may be legally obliged to terminate the matter and the relationship with you immediately.

Notwithstanding the duty of confidentiality, Lindahl is legally obliged to provide information in conjunction with investigations of certain types of crimes, and to provide information about VAT registration numbers to the Swedish Tax Agency. By engaging Lindahl, you consent to Lindahl providing the information described above.

When a matter has entered the public domain, Lindahl reserves the right to provide information about our participation and to use information that has become publicly available, or in some other way common knowledge, obtained in connection with our performance in a matter, for marketing as well as for statistical or market surveys performed by a third party.

Lindahl's file management is digital and the primary rule is that documents are stored in electronic form only. In those cases where Lindahl receives a document and the physical copy does not have independent significance, the document is digitalised and the physical document is then destroyed. Accordingly, Lindahl cannot return the documents which it has received but rather only digital copies. Original documents, physical documents of independent significance, and documents which pursuant to law or other regulation cannot be electronically archived, are stored and physically archived and can be returned.

Personal Data

When Lindahl provides services to our clients, Lindahl will collect and process personal data in accordance with the Privacy Notice.

Fees and invoicing

Unless you and Lindahl have agreed otherwise, Lindahl's fees are determined based on the following factors: (a) the skill and experience required for the matter; (b) the result achieved; (c) the time expended; (d) the monetary value to which the matter pertains; (e) any risks for Lindahl; and (f) the time pressure involved for the matter. Lindahl's fees conform to the Swedish Bar Association's rules.

In addition to Lindahl's fees, costs of travel, accommodation and other expenses may be charged to you. Lindahl ordinarily covers smaller expenses on your behalf and charges them to you in arrears, but Lindahl may instead request advances for such expenses or forward invoices for the expense to you for payment.

Lindahl ordinarily applies monthly invoicing. Lindahl may also otherwise provide you with regular information about accrued fees. Unless you and Lindahl have agreed otherwise, the payment terms and conditions for Lindahl's invoices are 30 days. Lindahl charges penalty interest on arrears pursuant to the Interest Act in the event of late payment.

In court cases and arbitral proceedings, the losing party may be required to pay the winning party's legal expenses (including attorney fees). You must make payment for the services we've performed and for the expenses we incurred in connection with representing you in a court case or arbitral proceeding, regardless of whether you are the winning or losing party.

If you are entitled to compensation from insurance (such as legal expenses insurance (LEI)) to cover part of Lindahl's fee, you will nevertheless, unless agreed otherwise, pay Lindahl's fees as invoiced and when due for payment. For those who are liable for VAT, insurance does not reimburse VAT. To the insurance, a significant deductible and a maximum compensation will normally apply. Also other limitations may apply. Any amounts that you or the insurer pay in advance or on account will be settled in the final settlement of amount due.

Lindahl reserves the right to invoice on account (with a preliminary amount) for its fees. If this occurs, the final invoice for the assignment will state the total fee, and the fee you have already paid on account will be deducted from this to determine the amount remaining due.

Lindahl reserves the right to request a retainer, both before it commences its work on a matter and during a pending matter. Lindahl's right to a retainer applies continuously throughout the matter. Retainers are deposited on Lindahl's client account. The retainer may be utilised to settle any claim which Lindahl may have or obtained against you and will be invoiced. Ordinarily, retainers are first set off against invoice upon the conclusion of the matter. Lindahl's final fee may be greater than the retainer amount. If you do not pay the retainer requested, we are entitled to discontinue our services on the matter and/or other ongoing matters.

Lindahl always seeks to provide legal services at attractive rates. Upon request, at the beginning of the matter, Lindahl will provide you with an estimate of our fee for the matter and Lindahl can also, to the extent appropriate and possible, reach an agreement about a budget or other arrangement for the matter. Lindahl reserves the right to review its estimate, budget or other arrangements when it has reasons thereto. All amounts are stated exclusive of value added tax. If, based on amounts we have invoiced, you are under obligation to withhold or deduct a certain amount due to tax regulations, you shall pay us an amount corresponding to the amount withheld or deducted so that we receive payment equivalent to the amount on our invoice.

Limitation of liability

In addition to the provisions stated in these terms and conditions, Lindahl may apply special limitations of liability for certain matters or partial matters. You will be informed of such specific limitations of liability prior to us commencing our work in the matter or partial matter.

Lindahl's liability for loss or damage suffered by you as a consequence of any error or negligence on our part in performing work in relation to a certain matter is limited to a total sum of 50 million SEK, or, if Lindahl's fee is less than 1 million SEK, five million SEK. Lindahl have no liability to pay compensation for any liquidated damages or penalties.

Lindahl's liability to you shall be reduced by any amount which you may receive under any insurance policy which you have acquired, or which has been acquired for you or pursuant to any hold-harmless agreement.

Lindahl shall not be liable for loss of production, loss of profit or any other indirect damage, loss, consequential damage or consequential loss.

Lindahl shall have no liability for damage that arises through your use of the results of Lindahl's work or advice in another context or for any purpose other than that for which it was provided. Nor is Lindahl liable for damage suffered by any third party as a result of your use of our work results or advice.

Unless you and Lindahl have agreed otherwise, Lindahl shall not be liable for meeting scheduled times or for completing any portion of the work within a proposed timeframe or because Lindahl has not been able to commence or continue its work due to circumstances beyond its control.

Unless Lindahl's assignment specifically concerned tax advice, Lindahl shall not be liable for damage in the form of imposed tax or risk for imposed tax as a result of advice provided.

Where Lindahl has undertaken to provide advice about potential tax consequences, Lindahl's liability shall not include taxes which you are to pay unless, at the time the advice was given, it was clear that you within the scope of the tax advice could have achieved your goals by using an alternative structure or method without additional costs or risk and thereupon could have avoided payment of such tax entirely.

Where, upon your request, Lindahl agrees that a third party may rely on advice or a document which is produced by Lindahl, this shall not increase or otherwise affect Lindahl's liability. Lindahl's liability towards any such third party shall be the same as its liability to you.

Any amounts which Lindahl pays to a third party as a result of such liability shall, on a krona by krona basis, reduce Lindahl's liability to you. Despite the fact that Lindahl may have specifically agreed that a third party may rely on advice or documents which Lindahl has produced, Lindahl does not thereupon assume any advisor liability to such third party.

Where Lindahl discontinues carrying out a matter or discontinues the relationship with you due to a circumstance attributable to you or due to a legal or professional practice obligation, Lindahl shall not have any liability for the loss to which this may lead.

Lindahl's limitations of liability under these terms and conditions or pursuant to a separate agreement with you also apply to Lindahl's partners, other lawyers and previously employed lawyers.

Liability insurance

Lindahl maintains a liability insurance in addition to the compulsory one stipulated by the Swedish Bar Association. Upon request, we can provide a certificate from our insurance broker that the insurance cover is on market terms.

Other advisors

Lindahl has a large network of professional advisors in Sweden and abroad and assists you, where necessary, in finding and instructing such professional advisors. These other professional advisors shall be deemed to be independent of Lindahl and Lindahl shall have no liability for advice which they give you or for having recommended them to you. Lindahl shall not be liable for fees or costs charged by such advisors.

Where Lindahl instructs such other professional advisors on your behalf, Lindahl may assist you in obtaining bids for fees or assist you in reaching an agreement on the fee which you are to pay for their services. However, Lindahl assumes no liability for such bids or agreements.

A power of attorney from you authorizing us on your behalf to engage other advisors will also authorize us on your behalf to accept a limitation of the liability of such advisors.

Termination of matter

You may terminate a matter with Lindahl by requesting that we resign. Based on law, the Code of Professional Conduct, or for other reasons, Lindahl may be entitled or obliged to decline, or resign from, a matter. Lindahl shall be entitled at any time to resign from a matter with immediate effect in connection with unsatisfactory client identification, suspicion about money laundering or financing of terrorism, conflict of interest, non-payment for work carried out or of retainer, insolvency, inadequate instructions, non-functioning collaboration or if the mutual trust between us has ceased.

If a matter discontinues, you must pay for services performed and for the expenses Lindahl has incurred before the cessation.

Due to risk of conflict of interest in relation to other clients, we may be prevented from representing a party. Therefore, Lindahl conducts a check before we accept to act in a matter. Despite such check, subsequently occurring circumstances may prevent us from representing you in your current or future matters. Should this be the case, we endeavour to treat our clients fairly based on the Code of Conduct of the Swedish Bar Association. It is therefore important that you on an ongoing basis, prior to and during a matter, provide us with such information that you deem to be relevant to determine whether there is a risk of conflict of interest.

Communication, marketing and intellectual property rights, etc.

If you would not wish Lindahl to communicate with you via the Internet or e-mail, we ask you to inform the partner in charge of the client- relation or the lawyer responsible for the matter. The same applies to cloud-based solutions and use of AI. Lindahl's spam and virus filters and security arrangements can sometimes filter e-mail. You are therefore encouraged to follow up important e-mails with a telephone call.

Lindahl holds the copyright and other intellectual property rights to the results of work created in a matter. You are, of course, entitled to use the result for the purpose or purposes for which the work result was produced. In particular with the aim to avoid its utilisation for other purposes, you may not publicly circulate it or use it in your marketing.

Unless you and Lindahl have agreed otherwise, Lindahl will send all original documents to you when the matter has been concluded. Lindahl will retain copies of documents for its own records.

If a certain transaction has become publicly known, Lindahl may in its marketing information and on its website provide information about its assignment thereon for you. Such information may only contain facts which are already publicly known. Where Lindahl has reason to believe that you may react negatively to such publication, Lindahl will obtain your consent prior to such publication.

Insider list

Lindahl presumes that you will submit information regarding whether, and in such case when, you wish Lindahl to maintain an insider list in order to meet your obligations under the Market Abuse Regulation (2014/596/EU) and related rules. Lindahl will provide you with the insider list in an electronic format upon request, provided that the request is presented within five years after it is drawn up or updated. You undertake to keep the insider list confidential and to use it only to satisfy your obligations under the aforementioned rules.

Lindahl undertakes to take all measures necessary to ensure that the individuals on the insider list understand the obligations which it entails and the consequences of misuse and unlawful disclosure of inside information.

Complaints, deadlines and dispute resolution

The basis of Lindahl's business is that its clients are satisfied with how the services are performed and that Lindahl's advice meets, and hopefully exceeds, the client's expectations. If you are nevertheless dissatisfied or have complaints against Lindahl, you must notify the client-relations partner or partner responsible for the matter as soon as possible.

If you wish to make a claim against Lindahl you must do so as soon as you learn of the circumstance on which you base the claim after a reasonable investigation (preclusion), however, not later than within twelve months after you have become aware of such a circumstance and, in any event, not later than within twelve months after Lindahl's most recent invoice for the matter (limitation period).

Where your claim is based on a claim made against you by a public authority or third party, Lindahl shall be entitled to respond, settle and reach an agreement about the claim on your behalf, provided that Lindahl holds you harmless. Where Lindahl is not entitled to do so, Lindahl shall have no liability whatsoever for the claim made against you.

Lindahl's payment is conditional on you assigning the right of recourse against third parties to Lindahl or its insurer.

Lindahl's services and these general terms and conditions shall be governed by Swedish law.

Disputes relating to these general terms and conditions or any question which pertains to Lindahl's services for you shall be conclusively resolved through arbitration pursuant to the rules of the SCC Arbitration Institute. The arbitral proceedings shall be held in Stockholm.

The arbitral proceedings shall be subject to confidentiality. The confidentiality includes i.a. the fact that the arbitral proceedings have been initiated, all information that emerges during the proceedings, as well as any decision or arbitration award issued as a result of the proceedings. A party will, however, not be prevented from disclosing such confidential information to the extent it is necessary to exercise its rights in relation to the other party (or an insurer), or to abide by obligations to disclose the information under binding laws or regulations.

Notwithstanding the preceding paragraph, Lindahl shall always be entitled to choose to commence judicial action against you for past due claims or to take other recovery measures in a court, such as an application for an injunction to pay.

The rules of the duty of confidentiality for members of the Swedish Bar contain exceptions for, inter alia, Bar Association members' recovery of their own fee claims. Failure to pay can therefore lead to public disclosure of information which otherwise would have been subject to confidentiality. Recovery measures cannot be performed without your relationship with Lindahl becoming publicly disclosed.

A client who is a consumer and who does not succeed in finding an amicable resolution with Lindahl is entitled to have the matter tried by the consumer dispute resolution board of the Swedish Bar Association.

See further:

www.advokatsamfundet.se/konsumentvistnamnden