

General conditions

In general

These General conditions apply to all services provided to clients by Wimert Lundgren Advokatbyrå AB, reg. no. 556983-7569, (“the firm”).

The Code of Professional Conduct for Members of the Swedish Bar Association (“the Code”), available on www.advokatsamfundet.se, applies to the services and takes precedence over these General conditions.

Swedish law governs the firm’s services and these General conditions.

Our services

The firm’s advice relates solely to Swedish law. The firm’s advice is tailored to the engagement and to the circumstances that are presented to the firm. Accordingly, the client cannot use or rely on the advice in any other situation. The advice does not include any potential tax implications.

All issues concerning a given business arrangement, transaction or dispute will be deemed a single engagement even if several related companies are involved, if different lawyers at the firm are involved, or if separate invoices are issued.

The scope of the firm’s resources may change during the course of the engagement and the firm may also change the staffing of the engagement.

All of the firm’s lawyers who work on the engagement perform services for the client in accordance with these General conditions. These individuals have no personal liability to the client other than as provided by mandatory legislation. The engagement letter is thus an agreement with the firm and not an agreement with any individual connected with the firm.

External advisers

The firm has a network of advisers in Sweden and abroad. When necessary for performance of the engagement, the firm instructs external advisers. Those advisers are independent of the firm and the firm has no liability for their advice or for having recommended them to the client. The firm is not liable for fees or expenses charged by external advisers.

Fees and expenses

Unless otherwise agreed, the firm invoices monthly in arrear for services provided at the applicable hourly rate, and for costs incurred in performing the engagement (e.g. costs for photocopying, deliveries, travel, application fees, and reimbursement and fees paid to witnesses and experts).

The firm reserves the right to request and receive advance payment, both before and during its work on an engagement. Advance payments are set off against our final fee.

Value added tax (“VAT”) will be added to fees and expenses.

Legal expenses insurance

Even if a client is entitled to compensation under an insurance policy (e.g. a legal expenses policy) to cover a portion of the firm’s fees, the client must pay the firm’s fees as invoiced. In general, insurance policies have an excess, a maximum indemnification amount and do not cover VAT.

Confidentiality

The firm’s lawyers and other employees are subject to a duty of confidentiality under the Code in respect of information disclosed to the firm’s personnel within the framework of the legal practice or which in connection therewith becomes known to the firm’s personnel. Exemptions from the duty of confidentiality apply if the client consents thereto, where a legal obligation to provide the information is at hand, if disclosure is necessary to enable the firm to aver complaints by the client or to pursue a justified claim for compensation in respect of the engagement. For example, under certain conditions the firm has a legal obligation to provide VAT registration numbers to the Swedish Tax Agency if the client is based in an EU Member State other than Sweden. By engaging the firm, the client allows it to disclose information where it has a legal obligation.

Cancellation of the engagement

The client may at any time cancel the engagement by written notice to the firm.

The firm can resign from an engagement when permitted to do so under the Code.

Limitation of liability

The firm's liability for each engagement is limited to SEK 25 million. However, if the firm's total fee for the engagement is less than SEK 250,000, the liability is limited to SEK 5 million.

The firm is not liable for the client's liability to third parties arising from third parties' use of documents or advice from the firm.

If the firm cancels an engagement or the relationship with the client because of circumstance attributable to the client, or under an obligation by law or the Code, the firm is not liable for any loss this may cause.

The firm's limitations of liability under these General conditions or under a separate agreement with the client also apply to the firm's present and former employees.

Complaints, deadlines and dispute resolution

The basis of the firm's business is that its clients are satisfied with the way the services are performed and that the firm's advice meets, and hopefully exceeds, the client's expectations. The client must notify the firm as soon as possible if it is dissatisfied or has any complaints.

If the client wishes to make a claim against the firm, it must do so as soon as it has learned of the circumstances on which the claim is based. However, claims must be made no later than twelve months after the client has learned of the circumstances, and – in any event – no later than twelve months after the firm issued its final invoice.

Any dispute arising out of or in connection with the firm's services will be finally settled by arbitration under the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration will be Stockholm and the language to be used in the arbitral proceedings will be Swedish.

Notwithstanding the preceding paragraph, the firm is always entitled to bring an action against the client before Stockholm District Court for overdue payment or to take other measures, such as an application for an order for payment.

The Code contains exemptions from the duty of confidentiality for Bar Association members' recovery of their own fee claims. Failure to pay can therefore lead to public disclosure of information that that would otherwise have been subject to confidentiality.