

GENERAL CONDITIONS
for commissions handled by members of
THE ASSOCIATION OF INTELLECTUAL PROPERTY LAW FIRMS IN SWEDEN

1. The Contractor shall with all due care safeguard the Principal's interests and shall carry out the orders received in a professional manner and in accordance with good professional ethics. The term "Contractor" means the company which is the employer of the relevant consultant for the actual Commission, and which is also the party with respect to the Principal. The Contractor shall, to the extent that good ethics so require, keep information received from the Principal secret.

The Contractor expects and shall rely upon close co-operation with the Principal, who shall provide detailed information on the Commission concerned. When an application for an Intellectual Property Right is to be filed, the Principal shall inform the Contractor of the extent of the order, of similar earlier Commissions and of previously filed applications and publications which relate to the same or a similar subject field.

The Principal shall, to the extent the Commission requires, have the right of disposition of the object of the order (the invention, the design, the trademark, etc.) including all basic material handed over to the Contractor, such as drawings and other documentation.

Only if a special agreement has been made, shall the Contractor conduct a background search into older rights, prior art or designs.

All Commission-related material prepared or in possession of the Contractor, which pertains to instructions received, shall be the property of the Contractor. Copyright to drawings, text or other work, including computer programs created by the Contractor or a sub-contractor, shall belong to the Contractor.

The Contractor owns the right to destroy Commission-related material at the earliest one month after the cessation of the order.

The Contractor shall obtain the authorisations necessary to enable the Contractor to carry out the order in a satisfactory manner. The Principal shall provide the Contractor with the necessary Powers of Attorney.

2. If a fee has not been previously agreed upon, the Contractor's fee shall amount to what the Contractor normally debits for similar types of orders. The Contractor has the right to request advance payment.

In the event of lack of payment or refusal to pay by the Principal the Contractor may abandon the representation while taking due notice of the risk of possible loss of rights.

3. When documents prepared by the Contractor are submitted to the Principal for consideration and comments, it is understood that the Principal shall check the accuracy of such documents.

The Principal is responsible for the accuracy of the content of the documents submitted to him by the Contractor, and the Contractor is entitled to assume that the Principal fully accepts the entire contents of such documents, unless the Principal states otherwise without delay.

4. The Contractor shall keep the Principal informed about the handling of the Commission. The Principal is responsible for providing the Contractor with all information required by the Contractor to enable him to handle the Commission.

5. If there is a time limit to be observed in the Commission, the Principal must provide all relevant information in time so that the work can be carried out with all due care. Both the Contractor and the Principal shall monitor official time limits of which they have been informed.

If the Principal's instructions are not received in good time prior to the expiry of the time limit, the Contractor shall, at a reasonable charge, apply, where possible, for an extension of time, unless circumstances indicate otherwise.

If orders or instructions reach the Contractor too late, the Contractor is relieved of all liability for not having dealt with the Commission.

6. The Contractor is entitled to use other parties to execute the Commission or parts thereof under the same level of secrecy as is applicable to the Contractor. Those parties which are used shall be selected with due care. However, the Contractor is not responsible for the work performed by other parties. If the Principal has selected another party for execution of the Commission or parts thereof, the Contractor is not responsible for the choice of the party which has been selected. The Contractor shall inform the Principal of mistakes or any negligence by such selected other parties which come to the attention of the Contractor.

When the Contractor enters into an agreement for execution of the Commission with another party in his own name then the Contractor is obliged to take such measures which are necessary so that the Principal may make claims directly against the other party (i.e. by the assignment of claims).

7. If the Principal claims that the Contractor has neglected his duties according to the agreement he shall inform the Contractor accordingly in writing within reasonable time after he has noted or should have noted the negligence(s) which he is protesting about (complaint). Unless agreed otherwise between the parties, the Principal shall lose the right to make a valid claim against a Contractor if the complaint does not take place in the manner described above and the Principal does not initiate legal proceedings in accordance with paragraph 13, at the latest within one year from the time when the work to which the complaint is directed has been completed, or, if it has not been carried out, should have been completed. If the Principal has a valid excuse for his delay then the time limit will commence after it no longer applies.

The Contractor's liability is limited to a maximum amount of two million Swedish Crowns per order.

The Contractor shall have liability insurance for an insured amount of two million Swedish Crowns. If the Principal requires higher insurance protection then the cost thereof shall be borne by the Principal.

8. The Contractor shall have the right to resign from the Commission if it is essentially changed or extended materially in respect of its contents or scope. The Contractor shall also have the right to resign from the Commission if the Principal makes a request to the effect that the Contractor should act in a way, which is not in compliance with good professional conduct. The Contractor is then under no obligation to forward communications he may still receive in the Commission, review them or respond to them. The same applies if the Principal has given instructions to the effect that the Commission should be abandoned or removed from the Contractor's records.

9. The Contractor's liability to take action after the Intellectual Property Right concerned has been granted is limited to forwarding communications received in connection with said right. The Contractor is entitled to claim compensation for his services and expenses in connection therewith.

10. It is understood that the Principal shall duly consider and record all communications concerning time limits for maintaining or renewing an Intellectual Property Right. Should the Principal wish to maintain an Intellectual Property Right, even if he has not received a reminder from the Contractor in respect of maintenance or renewal, it is understood that the Principal, on his own initiative and in good time before the expiry of the term, provides the Contractor with requisite instructions for maintaining said right.

The Principal's instructions for maintaining or abandoning a protection right shall be complete and clear.

If an order and a requested payment have not been received in time, the Contractor may conclude that the Principal wishes to waive his right.

11. All communications from the Contractor to the Principal shall be sent to the address as last stated by the Principal. The Principal shall be responsible for keeping the Contractor informed of his address. If the Contractor has not been properly informed of the Principal's address, then the Contractor shall no longer be under any liability to act in the Commission except when the Contractor is able to establish the necessary contact with the Principal.

12. The Principal declares herewith that he is in agreement with and accepts that his name, address, telephone number, fax number, e-mail and other relevant personal information in accordance with that described in the Swedish Personal Data Ordinance (SFS 1998:204) is collected, treated and stored by the Contractor by means of data processing on electronic or other media, on-line or manually.

13. Any dispute arising between the Principal and the Contractor, except in cases covered by the following paragraph, shall be settled before a Court of Arbitration in Stockholm, Swedish Law being applicable both to the Arbitration procedure and to the judgement of the dispute.

Disputes relating to claims of a value of less than half of the basic sum according to Swedish law (1962:381) on National Insurance, or on invoice claims for work carried out by the Contractor, may instead by choice of the party, be transferred to a Court of general jurisdiction or a legal enforcement authority. In such cases, claims to be settled by arbitration according to the first paragraph shall not be cited as counter-claims (set-off).