

General Conditions for Industrial Consulting Assignments ABI 20, Amendment to ABK

Published by the Federation of Swedish Innovation Companies (Innovationsföretagen) 2020

This sector specific supplement to and modification of ABK 09 for industrial consulting assignments has been drafted by the Federation of Swedish Innovation Companies. ABI 20 is intended to be used in industrial consulting assignments regarding process development.

ABK 09 and ABI 20

The “General Conditions of Contract for Consulting Agreements for Architectural and Engineering Assignments ABK 09” are applicable to industrial consulting assignments with the following supplements and modifications.

Section 1 – Scope of Application

Supplement to ABK 09 section 1 § 1. In addition to that stated in ABK 09 section 1 § 1, the following is applicable unless the parties have contracted otherwise, or it is obviously unnecessary.

In addition to that stated under points a – e, before the Assignment in general commences the following is to be clarified with the Client:

- f. requirements specification
- g. test specification
- h. responsibility for the check as to intellectual property rights in conjunction with the Consulting Assignment
- i. the point at which the Assignment is deemed to be completed.

Modification of ABK 09 Section 1 § 2. With the modification of ABK 09 section 1 § 2, the following is applicable unless the parties have contracted otherwise.

The scope of the Assignment is determined by the Contract Agreements. The Contract Agreements are to complement each other unless the circumstances deem otherwise. In the event the Contract Agreements contain information that is conflicting, the documents are to be applied in the following order unless the circumstances obviously require otherwise:

1. Contract
2. Modifications to ABK 09 or ABI 20 as evidenced in a specific summary
3. ABI 20
4. ABK 09
5. Assignment Confirmation
6. Order
7. Tender
8. Tender Documents
9. Other documents

In the event conflicting information is found in the tender documents or regulations, the information or regulation that entails the lowest cost to the consultant is applicable, unless the circumstances deem otherwise.

Section 3 - Organisation

Supplement to ABK 09 section 3. With the supplement to that stated in ABK 09 section 3, the following is applicable.

Unless otherwise agreed, the Consultant has the right to refer to the Assignment and the Client in its marketing materials or in other contexts.

Section 5 - Liability

Supplement to ABK 09 section 5 § 1. In addition to that stated in ABK 09 section 5 § 1, the following is applicable.

The Consultant is not liable for defects or injuries that result from the Client providing materials, information, instruction, or other circumstances attributable to the Client.

Modification of ABK 09 section 5 § 2. With the modification of ABK 09 section 5 § 2, the following is applicable.

Unless otherwise agreed, the Consultant is liable for defects discovered within two years from the day that the Consultant’s Assignment was completed or otherwise terminated.

Modification of ABK 09 section 5 § 3. With the modification of ABK 09 section 5 § 3, the following is applicable.

Unless otherwise agreed, the Consultant’s combined liability for damages with respect to the Assignment is limited to the amount of the Assignment, however at the most 120 times the statutory price amount.

Section 6 - Payment

Supplement to ABK 09 section 6 § 11. With the supplement to ABK 09 section 6 § 11, the following is applicable.

In the event an invoice is not paid within fifteen (15) days after the due date, the Consultant has the right to terminate the Assignment until payment has been made, where the Consultant has notified the Client in a reasonable time in writing.

Section 7 – Rights to the Assignment Results

Supplement to ABK 09 section 7. With the supplement to that stated in ABK 09 section 7, the following is applicable.

The Consultant cannot be held liable for infringements of third party rights in the Results the Consultant has delivered, where the Consultant has not acted with gross negligence. Unless the parties have specifically agreed to such, the Consultant does not have the responsibility of reviewing existing patent or other rights.

Section 8 - Termination

Modification of ABK 09 section 8 § 1. With the modification of ABK 09 section 8 § 1 st. 3, the following is applicable.

The Consultant is to immediately after receiving notice of termination submit the results of any work performed to the Client, where the Consultant has received payment for the work according to ABK 09 section 8 § 1 para. 2.

Section 9 – Dispute Resolution

Swedish law is applicable to these General Conditions.