

# General Conditions for Industry Consulting Assignments – ABI 09

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These industry specific additions and amendments to ABK 09 for Industry Consulting Assignments have been prepared by the Swedish Federation of Consulting Engineers and Architects, Svenska Teknik&Designföretagen. ABI 09 is intended to be used for industry consulting assignments that have to do with process development.

## ABK 09 and ABI 09

For Industry Consulting Assignments, "General Conditions of Contract for consulting agreements for architectural and engineering consulting assignments, ABK 09" applies, with the following additions and amendments.

### Chapter 1 Scope

Addition to ABK 09 Chapter 1 § 1

In addition to what is stipulated in ABK 09 Chapter 1 § 1 the following shall apply unless the parties have agreed otherwise, or unless it is obvious that this is unnecessary.

In addition to what is stated under items a – e the following must be clarified in consultation with the Client before starting the assignment:

- f. Requirements specification
- g. Test specification
- h. Responsibility for the control of intellectual property rights in connection with the consulting assignment
- i. When the assignment shall be considered completed.

Amendment to ABK 09 Chapter 1 § 2

Due to the amendment of ABK 09 Chapter 1 § 2 the following shall apply between the parties, unless otherwise agreed.

The scope of the assignment is determined by the contract documents. The contract documents are complementary, unless circumstances dictate otherwise. If the contract documents contain information that is contradictory, the documents shall be applicable in the following order, unless the circumstances clearly dictate otherwise:

1. Contract
2. Amendments to ABK 09 or ABI 09 that are included in a separate compilation
3. ABI 09
4. ABK 09
5. Assignment Confirmation
6. Order
7. Tender
8. Tender Documents
9. Other Documents.

If contradictory information or instructions appear in the Tender Documents, the information or instructions that result in the lowest cost for the Consultant shall apply, unless circumstances indicate otherwise.

### Chapter 2 Implementation

Addition to ABK 09 Chapter 2 § 8.

In addition to what is stipulated in ABK 09 Chapter 2 § 8 the following shall apply.

Work that is performed that is not part of the assignment shall be considered notified in accordance with ABK 09 Chapter

2 § 8 paragraph 2 and the order shall be considered made if notation of such exists in the meeting minutes approved by the parties, regardless of whether the work had been performed prior to the meeting.

### Chapter 3 Organisation

Addition to ABK 09 Chapter 3

In addition to what is stipulated in ABK 09 Chapter 3 the following shall apply.

§ 7

Unless otherwise agreed, the Consultant is entitled to mention the assignment and refer to the Client in the Consultant's marketing material and/or in other situations.

### Chapter 5 Liability

Addition to ABK 09 Chapter 5 § 1

In addition to what is stipulated in ABK 09 Chapter 5 § 1 the following shall apply.

The Consultant is not responsible for errors or damages that are caused by material, information or instructions provided by the Client or other matters related to the Client.

Amendment to ABK 09 Chapter 5 § 2

Due to the amendment of ABK 09 Chapter 5 § 2 the following shall apply.

Unless otherwise agreed, the Consultant shall be responsible for damages that are discovered within two years from the date the Consultant's assignment was completed or otherwise terminated.

Amendment to ABK 09 Chapter 5 § 3

Due to the amendment of ABK 09 Chapter 5 § 3 the following shall apply.

Unless otherwise agreed, the Consultant's total liability for the assignment is limited to the size of the fees, but not more than 120 price basic amounts.

### Chapter 6 Remuneration, Payment and Cancellation

Addition to ABK 09 Chapter 6 § 9

In addition to what is stipulated in ABK 09 Chapter 6 § 9 the following shall apply.

If the invoice has not been paid within 15 days of the due date on the invoice, the Consultant is entitled to suspend the assignment until payment is made, provided that the Consultant, prior thereto, in reasonable time provides the Client written notice of the intention to do so.

Amendment to ABK 09 Chapter 6 § 12

Due to the amendment of ABK 09 Chapter 6 § 12 the following shall apply.

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The Consultant's claims related to the assignment are subject to a limitation period of one year from the date the assignment is completed. However, this shall not apply to the Consultant's claims to the extent that they relate to a fixed fee and VAT on the fee.

If the Consultant was not aware or should not have been aware of this claim and can show this, the limitation period is calculated as four months from the time when the Consultant should have first been aware of it. However, the limitation period shall never exceed ten years from the point in time when the assignment was completed.

### **Chapter 7 The right to the result of the assignment**

Addition to ABK 09 Chapter 7

In addition to what is stipulated in ABK 09 Chapter 7 the following shall apply.

§ 13 The Consultant shall only conduct an investigation into rights of third parties, by, for example, examining patent registers, if the parties have specifically agreed to such.

### **Chapter 8 Termination**

Amendment to ABK 09 Chapter 8 § 1

Due to the amendment of ABK 09 Chapter 8 § 1 the following shall apply.

Promptly after having received notification of termination, the Consultant shall provide the Client with the results of the completed work, provided that the Consultant has obtained payment for the work in accordance with ABK 09 Chapter 8 § 1 paragraph 2.