

BUSINESS SWEDEN



GENERAL TERMS AND CONDITIONS FOR PARTICIPATION IN TRADE AND INVEST ACTIVITIES

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1. GENERAL

Business Sweden helps Swedish companies grow global sales and international companies to invest and expand in Sweden. Business Sweden undertakes to carry out the trade and/or invest activity (the “**Activity**”) described in the invitation on the terms and conditions described below.

2. PARTICIPANT COMPANY’S UNDERTAKINGS

Company taking part in the Activity (the “**Participant Company**”) undertakes to cooperate in order to achieve its aim and facilitate its performance and also to pay the fee specified in the invitation (the “**Participation Fee**”).

Participation in the Activity may not be made available or assigned to a third party without the prior written consent of Business Sweden.

The Participant Company is fully liable for any and all damages caused by the Participant Company or its employees, representatives or visitors.

Registration is legally binding. If not stated otherwise in the invitation, upon cancellation of participation the Participation Fee will be charged in full as from the date Business Sweden has received and confirmed the Participant Company’s binding reservation.

Unless otherwise expressly stated, the Participation Fee and any additional fees are exclusive of VAT. The Participation Fee and any additional fees shall be paid in advance. Payment shall be made by the Participant Company no later than thirty (30) days from the invoice date. In the event of late payment, Business Sweden shall be entitled to charge interest at the current Swedish reference rate (*Swe: referensränta*) plus eight (8) percent, however not less than eight (8) percent. Any costs for collection or other measures to obtain payment will be charged to the Participant Company.

In addition to the Participation Fee, Business Sweden shall be entitled to reimbursement for costs and expenses. If Business Sweden has paid cost in foreign currency, a surcharge of five (5) percent will be charged to the Participant Company. Any additional costs or expenses to be

paid by the Participant Company will be verified with the Participant Company in advance.

If the Participation Fee or any additional fees has been specified in SEK and Business Sweden has to pay certain costs in local currency, the amount shall at the time of payment be adjusted if the exchange rate has changed by more than five (5) percent between the date of the invitation and the date of invoicing.

In the event of too few companies signing up for the Activity, the Participant Company undertakes to pay an increase not exceeding ten (10) percent of the original Participation Fee.

3. BUSINESS SWEDEN’S UNDERTAKINGS

Business Sweden’s undertakings are limited to what is stated in the invitation and these General Terms and Conditions. The Activity might however be subject to change or cancellation, for instance if too few companies sign up for the Activity.

Payments for services that Business Sweden has undertaken to perform by written agreement, in addition to what is included in the Activity, shall be paid in advance by the Participant Company.

4. FORCE MAJEURE ETC

Business Sweden may cancel the Activity or postpone carrying it out for a reasonable period if any obstacle to or unreasonable increase in the cost of carrying it out arises or if carrying it out would jeopardise the safety of persons or property affected by the Activity, due to an event or circumstance outside Business Sweden’s reasonable control (force majeure). Such events or circumstances include acts of violence or a risk of acts of violence of all kinds (including war, hostilities, acts of sabotage etc.), natural phenomena (earthquakes, hurricanes, floods etc.), sudden events which cause injury or damage (fires, explosions etc.), labour conflicts (strike, lockout, blockade, working to rule etc.), events and interventions of an official nature (changes in the law, new legislation, a change in the exchange rate), and other unforeseen events or unforeseen consequences of foreseeable events such as lack of transport, a shortage of skilled workers, power cuts etc.

Business Sweden shall inform the Participant Company in an appropriate manner as soon as possible after force majeure is deemed to exist.

In addition to what is stated in the first paragraph of this section, the effect of invoking force majeure is that Business Sweden will be absolved from economic consequences, including damages for delay in carrying out the Activity or for the Activity not being carried out at all or not being carried out as agreed.

5. SUSTAINABILITY

Business Sweden actively supports sustainable business development and considers it important from a sustainability as well as business perspective to respect human rights, to offer fair terms for labour, to protect the environment and to work against corruption.

The Participant Company taking part in the Activity undertake to always follow Swedish laws, the laws of the country of visit and shall as a minimum requirement, also in markets where national legislation does not reach international standards, strive to adhere to the guidelines of UN Global Compact, the OECD guidelines for multinational companies and the UN Guiding Principles on Business and Human rights, in line with Agenda 2030.

Business Sweden will, when applicable, provide information on sustainable business as part of the Activity, in order to support the Participant Company to comply with their obligations under this provision.

6. DATA PRIVACY

Business Sweden is careful in protecting customer privacy and undertakes to process personal data in accordance with its [Data Privacy Policy](#). The personal information Business Sweden receives in connection with the Participant Company's registration to participate in the Activity will be used to administer the Participant Company's participation. This also implies that Business Sweden may share the Participant Company's contact details, for registration purposes and other similar purposes, in order to facilitate the Participant Company's participation in the Activity. Business Sweden may share the Participant Company's information with partners essential for the Activity. Business Sweden may also use the Participant Company's contact information to follow up on the Activity and to share information about similar arrangements that the Participant Company may be interested in.

7. INTELLECTUAL PROPERTY RIGHTS

"Intellectual Property Rights" means all industrial and intellectual property rights, whether registered or unregistered, including, but not limited to trademarks, trade names, design rights (whether registered or unregistered), inventions (whether patentable or not), patents, know-how, copyright (including all copyright in any designs and computer software), source code, and current and future applications for any of the foregoing.

The Participant Company shall not acquire any rights whatsoever to Business Sweden's Intellectual Property Rights, such as trademarks.

The Participant Company may not, without the prior written approval by Business Sweden, use any Business Sweden Intellectual Property Rights, including but not limited to names, logos, or trademarks in any communication, release, notice, or other publication.

The Participant Company further undertakes, during the term of this project and thereafter, to refrain in the course of its operations from using any word, expression, sign or symbol which may be misleading or entail any risk of confusion with the Business Sweden trademarks and/or operations.

8. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, Business Sweden shall have no liability for any damage or loss of any kind under or in connection with the performance under these General Terms and Conditions or the Activity, whether before, after or during the course of the Activity and regardless of the form of action whether in contract, indemnity, warranty, misrepresentation, strict liability, breach of statutory duty, tort (including negligence) or otherwise, and regardless of how it was caused.

Business Sweden shall under no circumstances be liable for loss of profits, production, or other indirect damages of any kind, or for damages based on loss, consequential damages or consequential losses. Business Sweden shall have no liability towards third parties based on the performance under these General Terms and Conditions.

The total aggregate liability of Business Sweden for any claim shall under no circumstances exceed the Participation Fee.

9. DISPUTES

These General Terms and Conditions shall be governed by and are construed in accordance with Swedish law. Any dispute in connection with

these General Terms and Conditions shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. However, if the value of what is claimed clearly does not exceed two (2) million

SEK, the dispute shall be finally settled by Court in Stockholm, Sweden. The language to be used in the proceedings shall be Swedish, unless otherwise agreed.



We help Swedish companies grow global sales and international companies invest and expand in Sweden.

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