



# Terms and Conditions

These terms and conditions govern all services provided by Advokatfirmaet Haavind AS ("Haavind") to our clients. In addition, such services are governed by the Courts Act, the Advokat Regulations and the Code of Conduct for Advokat.

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## 1. Service provision

1.1 Upon the commencement of an assignment, Haavind will normally agree with the client on the scope of the service and the team of lawyers allocated to the case, including the relevant partner in charge of the assignment. Haavind will ensure that the team working on an assignment is appropriate for that particular assignment and will always aim to deliver quality and efficiency in line with client expectations. Haavind will, when deemed necessary, work in teams to provide the expertise and resources that will deliver the best outcome for the client.

1.2 In order to develop client relations and our understanding of the client's business activities, every new client will be assigned a client responsible partner. The client responsible partner will have the overall responsibility for services provided to that client. In addition, a lawyer in charge of the individual assignment will also be appointed. This may be the client responsible partner or another lawyer with relevant expertise.

1.3 The agreement for the assignment is an agreement with Advokatfirmaet Haavind AS, and not an agreement with any individual affiliated with the law firm. All partners of the law firm and other employees working for the law firm are governed by these terms and conditions. Partners and employees shall under no circumstances be personally liable for any work undertaken on behalf of the client, unless otherwise implied by statute.

## 2. Fees and disbursements

2.1 If desirable and feasible, Haavind will prior to commencing work, provide a fee estimate of expected overall costs based on the particular assignment and the scope and complexity of the work expected. The client and Haavind may also agree on a budget or other fee arrangements. All prices are quoted exclusive of any applicable VAT (Value Added Tax).

2.2 In addition to our fees, the client will also be charged incurred expenses and disbursements related to the assignment, including fees, travel and accommodation, board, major copying and postage expenses etc. Minor expenses are generally paid by Haavind for the account of our clients, debiting them in arrears, but Haavind reserves the right to request advance payment where relevant or to forward invoices for direct payment by the client.

2.3 Where appropriate, Haavind will agree on-account payments. Under such arrangements, payments are made to a specific client account, which is subsequently debited on the basis of work performed.

## 3. Invoicing

3.1 Regular invoicing keeps the client informed of the total costs incurred and avoids negative surprises at the end of an assignment. Invoices are submitted on a monthly basis unless otherwise agreed.

3.2 Haavind may in some cases request advance payment prior to commencing work on an assignment. Any future invoices are set off against such payments. The overall legal fees associated with the assignment may be higher or lower than the advance payment.

3.3 All invoices fall due for payment within 14 days from the date of the invoice, unless otherwise agreed.

3.4 Unpaid invoices will accrue interest at the statutory rate pursuant to the Norwegian Late Payment Interest Act from the payment due date until any outstanding balance is paid in full.

## 4. Client identification

4.1 Haavind has a statutory obligation to verify the identity and the ownership and control structure of all clients, as well as other information relating to the client and the assignment.

Haavind may therefore request proof of identity for persons involved in the assignment. Haavind is also required to verify the information provided by the client.

4.2 Haavind is required to notify the authorities of suspected money laundering or financing of terrorism pursuant to the Norwegian Money Laundering and Terrorist Financing Act. The Act also prevents Haavind from notifying the persons concerned that such activity may be suspected and that information has been handed over to the authorities. In the event that we suspect money laundering or the financing of terrorism, we will not accept the assignment.

4.3 Haavind shall not be liable for any damage or loss directly or indirectly caused by it having acted in accordance with those obligations that are, in Haavind's view, incumbent on it under Clauses 4.1 and 4.2 above.

## 5. Advice

5.1 Any advice provided is tailored to the particulars of each assignment and the facts presented to Haavind, as well as the instructions received from the client. As such, the client should not rely on any advice provided on another assignment or apply advice for other purposes than what it was intended for. Any advice rendered under a specific assignment does not include potential tax implications of such assignment, unless otherwise agreed.

5.2 Advice rendered pertains to Norwegian law only. Haavind may however, based on general experience of other jurisdictions, express views on foreign legal issues. Such views are for information purposes only and do not constitute legal advice. Haavind may, however, assist with obtaining advice from lawyers of foreign jurisdictions.

5.3 It is a Haavind policy to keep clients and other contacts informed of legal issues and other general matters on a general basis, e.g. by issuing a newsletter. The information provided is based on the law at the time of providing such information. Haavind does not undertake to update information provided in light of changes to applicable rules or legislation, unless otherwise agreed.

## 6. Limitation of liability

6.1 Any liability on the part of Haavind for loss incurred as the result of any error or omission on the part of Haavind in connection with the performance of an assignment, is limited to direct loss, and shall under no circumstances include any

consequential loss or damage. Moreover, liability is capped at NOK 50 million.

6.2 Liability on the part of Haavind shall be reduced by any amount the client may recover under an insurance policy established by the client.

6.3 Haavind assumes no liability vis-à-vis third parties in relation to the client's application of documents or other advice obtained from Haavind. Haavind assumes no liability for any inability to commence or continue work due to circumstances beyond its control.

6.4 If Haavind has undertaken to provide advice on potential tax implications, liability on the part of Haavind shall not include any tax payable by the client, unless it was evident at the time of such advice that the client could have realised the relevant commercial objectives by using an alternative structure or method without any additional cost or risk, and would thereby have avoided payment of such taxes.

6.5 If agreed, at the request of the client, that a third party may rely on a document obtained from Haavind or advice rendered by Haavind, such reliance shall not alter or give rise to any further liability on the part of Haavind. Nor shall such reliance give rise to a client relationship between Haavind and such third party.

6.6 The limitation of liability invoked on the part of Haavind by these terms and conditions or by separate agreement, also apply to partners and former partners of Haavind, lawyers and other employees who work for, have worked for, or have been appointed by Haavind.

6.7 Haavind has established liability insurance cover with reputable insurance companies in respect of its activities.

## 7. Cooperation with other advisors

7.1 Haavind has an extensive network of other advisors in Norway and internationally, and may assist with finding and instructing other advisors in relation to specific matters.

7.2 If Haavind instructs or cooperates with other advisors, such advisors are independent from Haavind. Haavind assumes no responsibility for having recommended such advisors or for the advice rendered by such advisors. Nor does Haavind assume any responsibility for any fees or disbursements invoiced by such advisors. In the event that



Haavind is authorised to instruct advisors, such authorisation shall include an authorisation to accept any limitation of liability applied by such advisors, for the account of the client.

7.3 When instructing other advisors Haavind may, at their request, obtain quotes and agree legal fees with such advisors. Haavind may assist in discussions relating to other advisors, but assumes no responsibility for any quotes or agreements.

## **8. Communication**

8.1 Haavind communicates with its clients and other parties involved in an assignment in many different ways, including via e-mail correspondence. These are efficient means of communication that may, however, entail some risk for which Haavind cannot assume any liability. Please inform the client responsible partner or the lawyer in charge of the relevant assignment should e-mail correspondence not be appropriate.

8.2 Our spam and virus filters and security arrangements may occasionally reject or divert legitimate e-mails. We therefore always recommend that important emails are followed up with a phone call.

## **9. Intellectual property rights and duty of confidentiality**

9.1 Haavind will hold all the copyrights and other intellectual property rights associated with any document or material generated by Haavind on behalf of its clients, but will authorise the client to use such material for the purpose it was intended for. No document or other material generated by Haavind shall be made generally available in the public domain or used for marketing purposes, unless otherwise agreed.

9.2 All information disclosed to Haavind is kept strictly confidential and in accordance with the Code of Conduct for Advokat.

9.3 Once information of a transaction or an assignment is in the public domain, Haavind may include such information in marketing materials and on the Haavind website. Such information shall be limited to details that are already in the public domain. In the event that the client would prefer Haavind to refrain from publishing such information, Haavind requests notification to such effect. If there is reason to believe that the client will react negatively to such information, Haavind will request permission prior to

publishing said information. Haavind will always obtain permission from the client prior to using any information for marketing purposes that is not already in the public domain.

9.4 If the client instructs Haavind to make use of, or cooperate with, other advisors during an assignment, Haavind shall be entitled to hand over any information, data, document or material deemed relevant for the purposes of enabling such advisors to render advice and provide services to the client. The same applies to any material or information obtained by Haavind in connection with the checks performed pursuant to Clause 4.1 above.

## **10. Conflicts of interest**

Haavind may be prevented from accepting an assignment if there is a conflict of interest in relation to another client. Haavind therefore perform checks to identify any conflicts of interest, pursuant to the provisions of the Code of Conduct for Advokat, prior to accepting an assignment. There may, despite such checks, arise circumstances that prevent us from acting on behalf of the client with regard to an existing or future assignment. Haavind will, in such an eventuality, treat the clients in the best possible manner, within the scope of the provisions of the Code of Conduct for Advokat. Clients are encouraged to forward any information of potential relevance for the purposes of determining the existence of any current or potential conflict of interest.

## **11. Document handling**

11.1 Haavind will, for the duration of an assignment, store any documents or material generated by Haavind or third parties, electronically in our IT system in order to facilitate easy access to such information by the individuals working on the assignment.

11.2 Once an assignment has been completed, Haavind will retain all relevant documents and material generated under the assignment in hard copy or electronic format for as long as is deemed appropriate for that particular assignment, and in any case no less than what is required under the provisions of the Code of Conduct for Advokat.

11.3 Unless otherwise agreed, Haavind will forward all original documents to the client after completion of an assignment. Haavind reserves the right to retain copies of such documents for its records.



## **12. Complaints and claims**

12.1 Client satisfaction is very important to Haavind. If a client is dissatisfied for any reason, the client is urged to inform their client responsible partner or the lawyer in charge of the relevant assignment as soon as possible. Any complaints relating to legal fees or violations of the Code of Conduct for Advokat may be addressed to the regional Disciplinary Commission of the Norwegian Bar Association in Oslo. The Code of Conduct for Advokat and additional details about the complaints procedures of the Disciplinary Commission of the Norwegian Bar Association are available on the website of the Norwegian Bar Association; [www.advokatforeningen.no](http://www.advokatforeningen.no).

## **13. Amendments**

These terms and conditions may be amended from time to time. The most current version will always be available on the Haavind website [www.haavind.no](http://www.haavind.no). Any amendments to the terms and conditions shall only apply to assignments that have commenced after the amended version has been posted on the website. A copy of the most recent version of these terms and conditions will be forwarded upon request.

## **14. Different language versions**

These terms and conditions are available in the Norwegian and English languages. The Norwegian language version will apply to clients domiciled in Norway. The English language version will apply to clients domiciled in other countries.

## **15. Governing law and dispute resolution**

15.1 These terms and conditions and all matters pertaining to an assignment shall be governed by and construed in accordance with Norwegian law.

15.2 Any dispute relating to these terms and conditions or any violation of these terms and conditions, or the termination or invalidity of these terms and conditions, or any other matter pertaining to an assignment shall be finally settled by arbitration in Oslo in accordance with the Norwegian Arbitration Act of 2004. The proceedings and the award shall be confidential and the parties shall prior to any such arbitration proceeding(s) enter into agreement to this effect.

