

SANDANGER

GENERAL TERMS AND CONDITIONS

1. THE ASSIGNMENT

These general terms and conditions apply to all assignments between the Law firm Sandanger Advokatfirma DA ("the Law firm") and you as a client ("Client").

The terms of the assignment are considered accepted by the Client when this document is received by the Client, also by e-mail, and the Client has been given the opportunity to read the document. If the Client, after reading through these terms and conditions, should wish to withdraw the assignment, including if the Client does not agree with the specified terms in whole or in part, the Client must send us immediate notification of this in writing. As a main rule the assignment will then be cancelled. In such cases a fee will be charged for the hours spent up until the cancellation was received. In cases of repeated assignments for the same client the same conditions apply unless otherwise agreed.

If, at a later date, it is agreed to extend or change the assignment, the extended assignment will be carried out without further confirmation.

Advice from the Law firm is provided on the basis of Norwegian law. Any opinions on foreign law are provided for information only. The Law firm offers to assist in locating a suitable foreign lawyer if this is desirable. The assignment does not include matters relating to tax and/or public charges unless specifically described in writing. The Law firm will endeavor to look after the Client's best interests. Assignments will be carried out in accordance with the Norwegian Advocates Regulation and the Norwegian Bar Association's fee recommendations.

2. ESTABLISHING THE ASSIGNMENT

Before an assignment is established, it must be ascertained that there is no conflict of interest or other circumstances to indicate that the Law firm cannot or should not take on the assignment. The same applies to an established assignment if a new opponent is introduced into the case.

In connection with the establishment of the assignment, identity verification will also be carried out pursuant to the Norwegian Money Laundering Act.

3. PERFORMANCE OF THE ASSIGNMENT

A responsible lawyer will be appointed for each and every assignment. This lawyer will be responsible for all work carried out under the assignment. The responsible lawyer will ensure that the work is carried out in accordance with the assignment and, in that connection, consider whether an associate should carry out the assignment or parts of it.

The Law firm reserves the right to use e-mail as a form of communication in its performance of the assignment, also for information covered by professional secrecy. If the Client objects to this, the Law firm must be specifically informed in each case.

Unless otherwise agreed, all documents are stored electronically and/or in paper format for at least five years after the closing of the case. Then the documents will normally be destroyed. Unless otherwise agreed, the original documents will be submitted to the Client.

4. FEES

Fees shall be determined primarily on the basis of elapsed time and the then-current hourly rates. The final fee determination will be exercised with discretion which, among other things, takes into account the nature and complexity of the case, the outcome of the case, the effectiveness of performance, the values at issue, any particular time limits that apply to the contract and the lawyer/representative's experience and expertise. Fees will be calculated from the first meeting, or other contact with the client, until the case is concluded.

The current hourly rate for the Law firm emerges from the Confirmation of Assignment. The Law firm reserves the right to change the hourly rate, including for current assignments. In addition, the hourly rate will be calculated by adding VAT of 25% to fees and certain expenses and costs. Prices are in general quoted exclusive VAT.

In addition to the accrued fees, the Client will cover all handling costs of the Law firm, including but not limited to court fees and other public charges, the costs of obtaining documentation, transport costs and per diem expenses. The Law firm will document such costs at the Client's request.

Unless otherwise agreed in writing, any estimates cover only the expected fees excluding VAT and shall not be deemed binding to the Law firm.

When in need of external experts, including foreign lawyers, the Law firm shall request the Client's approval prior to the appointment of engagement. Such expertise is hired at the Client's expense. This applies regardless of whether the fees to the third party will be billed directly or through the Law firm. The Law firm has no responsibility for the services or advice provided by consultants, experts, foreign lawyers or other third parties, even if they are elected and/or instructed by the Law firm on the client's behalf.

5. INVOICING AND PAYMENT

Retained fees will normally be invoiced by the 15 of the subsequent months. Fees for December will normally be invoiced before the end of the year. The invoices will be sent by e-mail.

All invoices are net per 10 days. Interest will be charged on overdue payments pursuant to the provisions of the Norwegian Overdue Payments Act.

The Law firm reserves the right to offset claims against the Client in the Client's funds at the Law Firm's client account. The Law Firm reserves the right to charge the Client for invoicing and handling of settlement.

The Company retains the right to stop further work on the case if the Client fails to pay when payment is overdue.

6. LEGAL EXPENCES INSURANCE

Certain cases may be covered by legal expenses insurance, subject to a deductible to be covered by the Client as stipulated in the Client's insurance policy. The Client must check whether this is applicable and, if so, the insurance company must be notified as soon as possible.



Unless otherwise agreed, the Client must send such notification himself.

If insurance coverage may apply, this should be raised with the Law firm and clarified as soon as possible.

7. THE CLIENT

A precondition for the proper performance for the assignment is that the Client provides all relevant information and documentation in connection with the assignment.

The better the clarification and preparation of the case on the part of the Client, the more effective is our work. The Client must inform the Law firm about any changes of his address, e-mail or phone number.

All communication to and from the opponent must take place via the Law firm, and the Client must inform us immediately if he receives any direct communication from the opponent or the opponent's lawyer. The Client will receive copies of all relevant correspondence to and from our office, unless otherwise agreed.

8. LIABILITY FOR THE OUTCOME OF THE CASE/ LEGAL COSTS

The Law firm's fees are not dependent on the outcome of the case.

Even if the Law firm has given its opinion regarding the possible outcome of the case, this does not mean that the Law firm has any legal liability for the outcome.

If a court case is lost, the Client can, in addition to his own costs, be obliged to cover the opponent's legal costs and to cover the court fees. The Client is liable to cover such costs.

If the Client is awarded the costs of the case by a court decision, but the amount awarded is lower than the fee accruing to the Law firm, the Client will be liable to pay the difference.

9. PROFESSIONAL SECRECY

The lawyers are bound to keep all information received in the case confidential and secret, except as provided for by law. All the Law firm's members of staff have signed a professional secrecy statement. In the Client's best interest, the Law Firm retains the right to give information subject to the professional secrecy to advisors, collaborators or others associated with the assignment.

On entering into the assignment, the Client is deemed to have accepted that the Law firm obtains such information about the Client as may be relevant to the assignment, including credit information. The Client further accepts that the Law firm processes and registers information pursuant to the Personal Data Act to the extent necessary to carry out the assignment. The Client may request further information about this from the Law firm.

The Law firm will use electronic communications to communicate with the Client, counterparties and others involved. The Law firm uses professional suppliers of solutions for antivirus and firewall services. The Law firm is not liable for any errors, hacking, viruses or downtime etc. resulting from the use of electronic communications.

Unless otherwise agreed, the Law firm may use the client's name in marketing the firm's expertise.

10. RIGHTS AND COPYRIGHT

The Law firm retains copyright to all works prepared in connection with the assignment, regardless of form and storage medium, unless otherwise expressly agreed.

The Law Firm reserves the right to use the results, work, drafts, templates and ideas from the assignment in other contexts, such as but not limited by, courses, presentations and other assignments.

Drafts and proposals from the Law firm must not be used for or in connections with purposes other than those envisaged, used to support decisions or actions, or be supplemented or otherwise modified, without the prior consent of the Law firm.

11. THIRD PARTY INSURANCE/LIMITED LIABILITY

Please note that certain requirements are imposed on law practices relating to the furnishing of security and third party liability insurance to cover any liability incurred while practicing law. The Law firm's responsible lawyers have the required security and insurance.

Any liability in damages is limited to the upper limit for the individual lawyer's liability insurance. The liability of the Law firm will under no circumstances cover indirect losses.

The Client will lose his right to put forward a claim against the lawyer who is carrying out the assignment if the Client fails to notify the lawyer in writing stating the nature of the claim without unreasonable delay once he discovers or should have discovered the relevant facts.

Norwegian law shall govern any and all claims against the Law firm related to the assignment. Bergen court district, Norway, is the exclusive legal venue for any such claim.

12. RIGHT TO COMPLAIN

It is possible to have the assignment valued to see if it is in compliance with the rules of professional conduct for lawyers. It is also possible to make a complaint if the Client is unhappy with the size of the fee. As a rule, the quality of the work cannot be assessed by the disciplinary board.

As a main rule, the deadline for submitting complaints is six months. This runs from the time the complainant was, or should have been, aware of the circumstances on which the complaint is based.

The complaint will be processed by the Norwegian Bar Association's regional Disciplinary Council of the district of Hordaland as court of first instance. The decision can be appealed to the disciplinary board.

Further information regarding the rules of professional conduct for lawyers and complaints can be found on the Norwegian Bar Association's website:
www.advokatenhjelperdeg.no

This document is based on a translation of our Norwegian general terms and conditions. In case of doubt as to the contents of this document, or conflict between the wording in this document and the Norwegian version, the Norwegian wording and version shall prevail. The Norwegian version is available through our offices.