ICLG

The International Comparative Legal Guide to:

Construction & Engineering Law 2018

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A practical cross-border insight into construction and engineering law

global legal group

Sweden


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1 Making Construction Projects

1.1 What are the standard types of construction contract in your jurisdiction? Do you have contracts which place both design and construction obligations upon contractors? If so, please describe the types of contract. Please also describe any forms of design-only contract common in your jurisdiction. Do you have any arrangement known as management contracting, with one main managing contractor and with the construction work done by a series of package contractors? (*NB* For ease of reference throughout the chapter, we refer to "construction contracts" as an abbreviation for construction and engineering contracts.)

Sweden has a long tradition of self-regulation regarding construction contracts and has no specific law concerning the contractual terms and conditions between the employer and the contractor within a construction contract. The Construction Contracts Committee, BKK, has therefore been given the responsibility to conceive and administer a number of agreed documents, customised to suit the need of regulation for any forms of construction contracts. Since the BKK consists of representatives from across the construction industry, the following General Conditions are commonly accepted and their provisions are used in a vast majority of Swedish construction contracts:

- The General Conditions of Contract for Building and Civil Engineering Works and Building Services, AB 04, which places the responsibility for the performance of the works on the contractor, but with no obligations concerning the design. General Conditions for subcontractors, AB-U 07, is usually annexed as a supplement if the specific contract is between a contractor and a subcontractor.
- The General Conditions of Contract for Design and Construct Contracts for Building, Civil Engineering and Installation Works, ABT 06, which places both the responsibility for the design (or at least parts thereof) and the performance of the works on the contractor. General Conditions for subcontractors in design and building contracts, ABT-U 07, is usually annexed as a supplement if the specific contract is between a contractor and a subcontractor.
- The General Conditions of Contract for Consulting Agreements for Architectural and Engineering Assignments for the year 2009, ABK 09, which usually assigns the responsibility for the design to a consultant.

These three agreed documents are harmonised, regarding, e.g., liability and guarantee commitments, to function side by side in any constellation of parties by which the employer wishes to procure the needed works. Therefore, there is a wide possibility to assign obligations to either one or several contractors, based on expertise and/or working areas of the contractors and the needed works. Furthermore, the General Conditions allow alterations and additions to ensure an even better harmonisation in each specific construction contract.

1.2 Are there either any legally essential qualities needed to create a legally binding contract (e.g. in common law jurisdictions, offer, acceptance, consideration and intention to create legal relations), or any specific requirements which need to be included in a construction contract (e.g. provision for adjudication or any need for the contract to be evidenced in writing)?

According to the Swedish Contracts Act, which applies to most forms of contracts, no formal action, other than an offer and an acceptance, is necessary in order to achieve a legally binding contract. This also applies to construction contracts. Therefore, oral contracts are acceptable. However, a strong recommendation is to formalise any agreement in writing since non-formalised agreements create legal uncertainty in the event of a dispute.

It is worth mentioning that a prerequisite for the inclusion of some terms, mainly relating to the delegation of the responsibilities of the building proprietor, is a written agreement.

1.3 In your jurisdiction please identify whether there is a concept of what is known as a "letter of intent", in which an employer can give either a legally binding or non-legally binding indication of willingness either to enter into a contract later or to commit itself to meet certain costs to be incurred by the contractor whether or not a full contract is ever concluded.

There are multiple pre-contractual arrangements, such as a "letter of intent", which is commonly used between commercial parties in Sweden. These pre-contractual arrangements are also common when negotiating construction contracts. A construction contract is frequently divided into multiple phases with separate contracts for each phase (commonly referred to as "*early contractor collaboration*"), which may or may not be subject to an even earlier pre-contractual arrangement. More often than not, liabilities and reimbursements are balanced after the scope of each such arrangement; however, each pre-contractual arrangement's status as legally binding must be determined *ad hoc*.

1.4 Are there any statutory or standard types of insurance which it would be commonplace or compulsory to have in place when carrying out construction work? For example, is there employer's liability insurance for contractors in respect of death and personal injury, or is there a requirement for the contractor to have contractors' all-risk insurance?

By default in the General Conditions, the contractor is obliged to have both a third party liability insurance covering potential claims for damages as well as a contractor's all-risk insurance, covering potential damages on the construction works. Consultants who perform design work according to ABK 09 only need professional indemnity insurance. In addition to the requirements in the General Conditions, a certain standard negotiated between the Construction Contracts Committee, BKK, and the insurance industry – Appendix 1 to AMA AF 12 (BKK's specification of minimum cover for all risk insurance and liability insurance for construction projects) – is often referred to in construction contracts as the minimum level of insurance cover. There are also compulsory insurances by law that an employer shall hold in relation to its employees.

The employer is advised to obtain insurance that covers the liabilities ascribed through law to either the developer or the owner of a property, most commonly known as a "developer insurance" (Sw. *byggherreansvarsförsäkring*).

1.5 Are there any statutory requirements in relation to construction contracts in terms of: (a) general requirements; (b) labour (i.e. the legal status of those working on site as employees or as self-employed sub-contractors); (c) tax (payment of income tax of employees); or (d) health and safety?

Even though each party has a wide range of statutory requirements to consider when entering into a construction contract, there is no statutory requirement that has to be stipulated directly in the construction contract. Statutory requirements that have to be complied with by each party are:

- Swedish labour law and collective agreements, including rules applicable to foreign employees.
- Swedish laws and other statutes, such as the "Building regulations – mandatory provisions and general recommendations" (BBR) provided by the National Board of Housing, Building and Planning (Sw. *Boverket*), concerning, *inter alia*, building permits, land use and environmental protection.
- Swedish laws concerning the work environment and other safety requirements.
- Swedish laws concerning reporting to the tax authorities. For example, developers are obliged to supply electronic attendance recorders that register entries to and from the construction sites. Personal information stored through the electronic attendance recorders must be treated in compliance with the GDPR. At the start of each construction project, the Swedish Tax Agency must be informed.
- From 1 January 2019, a new act on the contractor's responsibilities regarding payment claims (Sw. *lag om entreprenörsansvar för lönefordringar*) will come into force.

Even though there are no statutory requirements to do so, the above-mentioned responsibilities, such as the responsibility for the working environment and handling of the electronic attendance recorders, are often stipulated through the construction contract in order to pass certain statutory responsibilities from the employer to the contractor.

1.6 Is the employer legally permitted to retain part of the purchase price for the works as a retention to be released either in whole or in part when: (a) the works are substantially complete; and/or (b) any agreed defects liability is complete?

As provided in AB 04 and ABT 06, the principal rule is that payment shall be done according to an agreed payment plan. In the absence of such a plan, the General Conditions stipulate that the employer may retain 10% of the invoiced amount as security for future costs for the rectification of defects. However, the total retained amount may not exceed 5% of the contract price.

After completion of the works, the employer may retain 5% of the total price until the contractor has rectified any defects that have been listed as such in the final inspection protocol. This right to retain is valid for two (AB 04) or four (ABT 06) months; thereafter the employer may only retain an adequate amount for the rectification of any remaining defects.

The employer may also retain reasonable amounts regarding potential claims for damages and/or liquidated damages that the employer has towards the contractor due to the contract or any other construction contract between the parties.

1.7 Is it permissible/common for there to be performance bonds (provided by banks and others) to guarantee performance, and/or company guarantees provided to guarantee the performance of subsidiary companies? Are there any restrictions on the nature of such bonds and guarantees?

It is common to anticipate demands of performance bonds, provided by either banks or insurance companies as well as private guarantees and sometimes parent bails. Such bonds are often stipulated to cover fulfilment of all of the parties' contractual obligations. The default rule regarding performance bonds in AB 04 and ABT 06 limits said bonds to 10% of the contract price during the total work period (up until approved final inspection/handing over). Regarding the guarantee in favour of the employer, it is reduced to 5% of the contract price during the initial two years of the guarantee period.

1.8 Is it possible and/or usual for contractors to have retention of title rights in relation to goods and supplies used in the works? Is it permissible for contractors to claim that until they have been paid they retain title and the right to remove goods and materials supplied from the site?

The transition of title rights for goods and supplies usually occur once the employer has paid for them. However, once the goods and supplies have been used in the construction and integrated with the construction works, they are generally seen as added to the real property as property fixtures and the title deeds thereof belong to the owner of the property.

2 Supervising Construction Contracts

2.1 Is it common for construction contracts to be supervised on behalf of the employer by a third party? Does any such third party (e.g. an engineer or architect) have a duty to act impartially between contractor and employer? Is that duty absolute or is it only one which exists in certain situations? If so, please identify when the architect/engineer must act impartially.

Even though it is possible through the General Conditions, it is not common for employers to hire a third party to supervise the contractor's work. If a third party is hired, it has no duty to act impartially. Instead, the General Conditions stipulate that formal inspections need to be made, either partially after the completion of certain works, or after a complete fulfilment of the total works. However, the inspector in such formal inspections must act impartially and take careful account of both parties' interests.

2.2 Are employers entitled to provide in the contract that they will pay the contractor when they, the employer, have themselves been paid; i.e. can the employer include in the contract what is known as a "pay when paid" clause?

It is possible to stipulate through the contract that payment should be made according to a "pay when paid" clause, but these kinds of agreements are rarely used.

2.3 Are the parties permitted to agree in advance a fixed sum (known as liquidated damages) which will be paid by the contractor to the employer in the event of particular breaches, e.g. liquidated damages for late completion? If such arrangements are permitted, are there any restrictions on what can be agreed? E.g. does the sum to be paid have to be a genuine pre-estimate of loss, or can the contractor be bound to pay a sum which is wholly unrelated to the amount of financial loss suffered?

Liquidated damages are permitted and have a certain provision in the General Conditions. A prerequisite for the provision to come into effect is that the liquidated damages are stated in the contract documents. If liquidated damages apply, it is not possible to seek further compensation for damages due to late completion. However, the liquidated damages do not have to be proportionate in relation to the employer's actual damages. Nevertheless, as with any contractual agreement in accordance with the Swedish Contract Act, the damages could be adjusted if deemed unreasonable or, as provided in the General Conditions, if the employer has partially taken the construction in use or in any other way has had substantial economic gain despite the late completion.

3 Common Issues on Construction Contracts

3.1 Is the employer entitled to vary the works to be done under the contract? Is there any limit on that right?

The employer has an almost unlimited possibility to vary the works as long as the alterations are directly connected and not essentially different in nature in relation to what is agreed in the contract.

3.2 Can work be omitted from the contract? If it is omitted, can the employer do it himself or get a third party to do it?

Works can be omitted from the contract and there is a certain mechanism for calculating the contractor's right to compensation if the value of the works omitted exceed the value of the works added. If works are omitted, the contractor holds exclusive rights to perform the omitted contract works, should the employer choose to perform the omitted works while contract works are still ongoing. Therefore, the employer cannot perform the works himself or with the help of a third party. If the employer still performs the omitted works, the contractor has the right to claim for damages for loss of profit thereof.

3.3 Are there terms which will/can be implied into a construction contract?

In the absence of a Swedish statute regulating commercial services in general, and construction works in particular, courts recently have begun to imply provisions from the Swedish Sales of Goods Act (Sw. *köplagen*) or the Swedish Consumer Services Act (Sw. *konsumenttjänstlagen*) when interpreting construction contracts.

If previous party practice between parties has seen usage of the General Conditions, it is possible that their previous provisions will be considered implied in later contracts where the General Conditions have not been explicitly applied. It is also discussed that the General Conditions could be regarded as implied solely on grounds such as standard business practice. No consensus regarding this has, however, been reached.

3.4 If the contractor is delayed by two events, one the fault of the contractor and one the fault or risk of his employer, is the contractor entitled to: (a) an extension of time; or (b) the costs occasioned by that concurrent delay?

When there are several reasons for a delay, there is usually a conflict between the employer's right to a penalty charge and the contractor's right to additional time to complete. The General Conditions do not regulate in detail how such a conflict shall be resolved. In the light of the equal distribution of risk stipulated in AB 04/ABT 06, the closest answer to hand is that the responsibility, in a tort law-like manner, is shared equally between the parties. The share of responsibility could, however, vary depending on intent or who is responsible for prior delays.

3.5 If the contractor has allowed in his programme a period of time (known as the float) to allow for his own delays but the employer uses up that period by, for example, a variation, is the contractor subsequently entitled to an extension of time if he is then delayed after this float is used up?

According to the General Conditions, the contractor has the authority to lead the construction works during the contract period. If the employer orders variation of the works, the contractor usually has the right to an extension of the contract period, if such_is deemed needed to fulfil the works within the contract period; i.e., if the contract period includes a float, it will be more difficult for the contractor to argue for a time extension. However, the question of whether the employer has the right to certain parts of the float depends on the specific circumstances of each contract.

3.6 Is there a limit in time beyond which the parties to a construction contract may no longer bring claims against each other? How long is that period and from what date does time start to run?

Limits in time for producing claims depend on the claim in question. If the General Conditions AB 04 or ABT 06 are implied in the contract, all claims relating to the total works must be presented in writing within six months of the approved final inspection. This rule is, however, not applicable regarding the contract price, which instead has a separate time limit of two years.

Claims for liquidated damages due to delay must be presented in writing no later than three months after the expiry of the total works period (normally counted from the date of the approved final inspection).

Other claims for damages, if the damage has become apparent during the time for completion or the guarantee period, must be presented in writing to the other party within three months after the expiry thereof. If the damage has become apparent after the expiry of the guarantee period, the claim must be made within three months after the damage has become apparent.

Claims for damages based on claims from a third party with whom a party has an agreement concerning the total works are subject to the same time limitations as in the paragraph above (three months). If a claim for damages arises from a party other than those previously mentioned, it must be presented within three months from when the claim was received.

For claims not emanating directly from the contract or because of damages, the Swedish Act on Limitation is applicable. According to the act, there is a general limitation period of 10 years.

3.7 Who normally bears the risk of unforeseen ground conditions?

The contractor bears the risk for circumstances and conditions that reasonably could have been anticipated in a professional assessment (Sw. *fackmässig bedömning*) of the site and the tender documents during the tender period. The employer bears the risk for unforeseen ground conditions, unless otherwise stated in the contract.

3.8 Who usually bears the risk of a change in law affecting the completion of the works?

Unless otherwise stated in the contract, the General Conditions provide that the employer bears the risk for a change in law, unless the contractor could or should have foreseen such change of law during the tender process.

3.9 Who usually owns the intellectual property in relation to the design and operation of the property?

The main rule for all intellectual property emanates from the Swedish Act on Copyright in Literary and Artistic Works (Sw. *lag om upphovsrätt till litterära och konstnärliga verk*) and grants the creator all rights to the creation, unless otherwise agreed. However, the General Conditions contain specific rules concerning the passing of such rights.

Depending on how the works are procured, different agreed documents might be used. According to ABK 09, the employer is granted the right to use and copy any presented material within the scope of the consulting agreement.

According to ABT 06, the right to use intellectual property in relation to the design and operation is granted to whomever owns or uses the result of the works.

3.10 Is the contractor ever entitled to suspend works?

If a contractor has the right to terminate a contract according to AB 04 or ABT 06, it might in some cases be entitled to choose to suspend the works for up to one month instead. During this time, the contractor shall communicate whether it will resume the works or terminate the contract.

3.11 On what grounds can a contract be terminated? Are there any grounds which automatically or usually entitle the innocent party to terminate the contract? Do those termination rights need to be set out expressly?

Swedish Contract Law generally permits the legal ground to terminate a contract if any of the parties commits a fundamental or substantial breach of contract.

Furthermore, AB 04 and ABT 06 stipulate 11 specific grounds for the employer and nine specific grounds for the contractor, according to which the contract can be terminated. These usually emanate from a lack of fulfilment of the parties' obligations according to the construction contract, but also the occurrence of other significant inconveniences, such as bankruptcy or *force majeure*-like incidents.

3.12 Is the concept of *force majeure* or frustration known in your jurisdiction? What remedy does this give the injured party? Is it usual/possible to argue successfully that a contract which has become uneconomic is grounds for a claim for *force majeure*?

Force majeure generally refers to hindrance due to unforeseen and exceptional events. Throughout the General Conditions, said circumstances could allow the contractor to extend the contract period, and in some rare cases even constitute a right for the parties to terminate the contract.

3.13 Are parties which are not parties to the contract entitled to claim the benefit of any contract right which is made for their benefit? E.g. is the second or subsequent owner of a building able to claim against the original contracts in relation to defects in the building?

The agreed documents do not contain a right for third parties to claim benefits of the contract. When occurring, such rights are specifically stipulated in each contract. Furthermore, if stipulated in the contract, it is possible for a third party to obtain such benefits by a transfer of the contract.

3.14 Can one party (P1) to a construction contract which owes money to the other (P2) set off against the sums due to P2 the sums P2 owes to P1? Are there any limits on the rights of set-off?

There is a general right in Sweden to set off debts and claims between two parties as long as the debt or claims are due for payment, which can be described as occurring through the constellations below:

1) P1 has a claim with P2, and P2 has a claim with P1;
2) P1 has a debt to P2, and P2 has a debt to P1;

3) P1 has a claim with P2, but also a debt to P2; and

4) P2 has a claim with P1, but also a debt to P1.

Furthermore, the General Conditions withhold a right for the parties to set off debts caused within the construction contract, such as liquidated damages against costs and/or damages. This obligation applies regardless of the time limits stated under question 3.6 above.

3.15 Do parties to construction contracts owe a duty of care to each other either in contract or under any other legal doctrine?

In the preface to the General Conditions, they refer to a common duty of care and that the parties are obliged to show each other trust and openness.

Furthermore, in case the price is based on the prime cost principle, the contractor has an explicit duty to perform the works rationally and in a manner that the employer obtains the best possible technical and financial results.

3.16 Where the terms of a construction contract are ambiguous, are there rules which will settle how that ambiguity is interpreted?

In the event of ambiguity or discrepancy, the General Conditions contain a rule of priority, stipulating that a contract document with higher priority shall prevail before a contract document with lower priority.

If the ambiguity occurs in the same document that has also been part of the tender documents, the ambiguity shall be interpreted in favour of the least expensive alternative for the contractor.

3.17 Are there any terms in a construction contract which are unenforceable?

There are no terms in a construction contract which are unenforceable *per se*. Even so, the Swedish Contracts Act stipulates formal grounds on which a contract can be deemed unenforceable. It is also possible to assess the fairness of specific terms on a case-by-case basis.

3.18 Where the construction contract involves an element of design and/or the contract is one for design only, are the designer's obligations absolute or are there limits on the extent of his liability? In particular, does the designer have to give an absolute guarantee in respect of his work?

ABK 09 is normally implied in "design only contracts" between an employer and a designer. While ABK 09 stipulates no strict responsibility for errors *per se*, the designer is liable for errors arising from negligence. There is, however, a 120 Swedish price base amounts (1 price base amount = SEK 45,000 for 2018) limitation of the liability.

Regarding "design and built contracts", on the other hand, it is more common to imply ABT 06, which stipulates a strict responsibility for the contractor to achieve an agreed function. Moreover, the contractor has a strict responsibility to rectify errors; a responsibility that sees increasing limitations during the guarantee and liability periods. Lastly, the contractor has a strict liability to reimburse the employer for damages resulting from errors. This liability is, however, limited to 15% of the contract work's value regarding some damages that are not covered by the contractor's insurance.

4 Dispute Resolution

4.1 How are disputes generally resolved?

If the General Conditions AB 04 or ABT 06 are applicable, claims under 150 Swedish price base amounts (1 price base amount = SEK 45,000 for 2018) shall be settled by court proceedings. If the claim exceeds said amount, the dispute will be resolved through arbitration instead. In ABK 09, disputes are by default always settled in public court proceedings.

4.2 Do you have adjudication processes in your jurisdiction? If so, please describe the general procedures.

The General Conditions all provide the possibility for the use of simplified dispute resolution, using only a single arbitrator.

In order to call upon simplified dispute resolution, the parties jointly appoint an impartial arbitrator. The process is in writing and each party is supposed to clarify their respective attitudes, claims and arguments in a specific matter of dispute. If necessary, the arbitrator may call for a hearing of the parties. Otherwise, the parties have to respond to each party's written clarification. The arbitrator thereafter has four weeks to present a ruling, which is legally binding between the parties unless a notice of exception is submitted by either party.

4.3 Do your construction contracts commonly have arbitration clauses? If so, please explain how arbitration works in your jurisdiction.

Yes, as stated above, the agreed documents contain arbitration clauses as a standard. When invoked according to the construction contract, the arbitration is regulated through the Swedish Arbitration Act and may therefore differ in procedure from one dispute to another.

Most commonly, arbitration in these respects consists of multiple written pleas, ending after an oral hearing.

4.4 Where the contract provides for international arbitration, do your jurisdiction's courts recognise and enforce international arbitration awards? Please advise of any obstacles to enforcement.

Sweden has ratified the New York convention of 1958 and has not made any reservations to recognise and enforce international arbitration awards. Enforcement can be sought by applying to the Svea Court of Appeal in Stockholm.

Obstacles to enforcement could, for example, be if the parties did not have legal authority to commit to an arbitration clause, or if the parties were not duly represented. Further examples of obstacles include if the arbitration award could be deemed invalid or not created through due process.

4.5 Where the contract provides for court proceedings in a foreign country, will the judgment of that foreign court be upheld and enforced in your jurisdiction?

Foreign judgments will be upheld by Swedish courts after application and in accordance with international multi- and bilateral conventions and agreements and EU regulations.

4.6 Where a contract provides for court proceedings in your jurisdiction, please outline the process adopted, any rights of appeal and a general assessment of how long proceedings are likely to take to reduce: (a) a decision by the court of first jurisdiction; and (b) a decision by the final court of appeal.

The Swedish court order starts with the District Courts as the first instance. Decisions from a District Court can be appealed to the Court of Appeal, if leave for such appeal is granted. The last instance is the Supreme Court, which can be appealed to after the Court of Appeal. Note that only about 2% of all appeals in this instance are granted a leave of appeal.

The time for proceedings in each court will vary depending on the complexity and magnitude of each litigation and could stretch between one and two years per instance.

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Ola joined AG Advokat in 2013 and has 20 years of judicial experience. He focuses his practice on real estate development projects, construction law and real estate matters.

Ola has extensive experience of complicated construction projects, including building permits, zoning, development agreements and dispute resolution relating to such matters.

Prior to joining AG, Ola has worked at other leading law firms in Sweden and as an in-house lawyer at Sweden's largest real estate company.

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Anders has more than six years of experience in law practice, mainly in the area of Commercial Contracts, with a focus on the construction industry. Anders joined AG Advokat in 2012 and became a partner in 2017.

During his time at AG, Anders has focused his practice mainly on contract and insurance law and has extensive experience of construction, supply and consultancy contracts. Anders has managed procurement and contract processes in several large development projects and also advises clients in day-to-day contract matters. Further, Anders has been involved in several large disputes before both courts and arbitral tribunals.

Anders is also an experienced lecturer in construction, consultancy and insurance law.

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AG ADVOKAT

Stockholm-based AG Advokat has been expanding and broadening its practice for quite some time and now offers specialist expertise in all areas of construction and real estate law as well as in corporate and commercial matters. The firm has grown organically, while retaining its cutting-edge expertise, and will continue to focus on tailor-made advice with superior personal commitment and a high level of service.

The lawyers at AG Advokat are deeply dedicated to what they do and work closely together on projects that require the firm's collective experience and resources. By means of close relationships with experts as well as lawyers at other firms, the firm also ensures the highest quality work on projects which require external skills.

The firm's clients reflect the broad expertise of the lawyers at AG Advokat. The clients cover a significant range of the construction and real estate industry: major property owners and listed companies; construction and installation companies; consultants within the construction and real estate industry; insurance companies; banks; and both foreign and Swedish investors.

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