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Fact Sheet
Standard Terms and Conditions (ST) on a B-to-B level – SWEDEN (September 2012)

1. How must ST be made applicable on business contracts?	General rules of contract formation apply. A reference to the ST in the main contract is normally sufficient.
2. Is there a requirement to highlight unusual, or particularly onerous clauses in ST in order for these clauses to be valid?	In general, no. In exceptional circumstances clauses may not be valid if they have been inserted into the contract by one of the parties in a disloyally hidden manner.
3. Can clauses in ST be challenged by the contract partner once the contract has been entered into?	Yes.
4. Must the ST be registered at the Chamber of Commerce or other authority?	No.
5. What if the contract is concluded electronically?	General rules of contract formation apply. A reference to the ST in the main contract is normally sufficient. There are no rules regarding formation of contracts specifically applying to electronically concluded contracts.
6. How does the law deal with a "battle of the forms", meaning a situation in which both parties seek to incorporate their own ST into the contract?	There is no specific rule dealing with this. Multiple factors may be of significance. If one of the ST's is common in the relevant field of business, that may be given precedence. If the parties act in accordance with one of the ST's but not the other that suggests that the former is applicable.

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