

# NORDIC INFLUENCES ON SWEDISH CONSTRUCTION LAW - AN EXAMPLE OF THE VALUE OF COMPARING STANDARD CONTRACTS IN COMMERCIAL LAW

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**Abstract:** *This article explains how the Swedish Supreme Court, in a case from 2018, opened up Swedish construction law to Nordic influences. In this case, the Supreme Court compared Swedish, Norwegian, and Danish standard contracts, and referred to similarities between their regulations when creating a new default legal rule in Swedish construction law. This article further shows how this comparative method has enriched Swedish construction law in several ways, and is an example of a practical use of comparative law, which may be relevant in other scarcely regulated fields of commercial law.*

**Keywords:** *Construction law; comparative law; standard contracts; commercial law; Nordic law*

*Received: 29 October 2024*

*Editing completed: 30 June 2025*

*Accepted for publication: 30 June 2025*

## 1. Introduction

A feature of Swedish construction contract law is the lack of default legal rules. There are no statutes specifically regulating the rights and duties between employers and constructors in commercial construction contracts<sup>1</sup>. Although some precedents exist from the Swedish Supreme Court regarding the interpretation and application of commercial construction contracts, these judgments give limited guidance regarding the rights and duties of the contracting parties.

The lack of legal guidance has left the building industry to regulate itself by adopting detailed standard construction contracts. These standard contracts exist in several versions and are collectively called *General Conditions*. One of the versions of the General Conditions that is regularly applied, is contracts

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<sup>1</sup> The rules in the Swedish Consumer Services Act, SFS 1985:716, are applicable if the employer is a consumer. There are also legal provisions that are generally applicable within contract law, and therefore also apply to construction contracts, such as the general clause on unfair contract terms in § 36 of the Swedish Contracts Act.