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## Can a trader freely decide on the contents of the contract terms?

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No, even if the trader has a large possibility to unilaterally design the contractual terms, this possibility is limited by the Act (1994:1512) on contractual terms in consumer relations, the terms of contract law. The terms and contract law apply to standard terms, so-called general terms, which a trader uses when offering a product or service to a consumer.

According to this law, the standard terms and conditions that the trader offers to the consumer must be reasonable. There are three variants of unfair contract terms according to the law:

- Conditions that violate mandatory consumer protection legislation. For example, conditions that give the consumer less rights than what is stated in the Distance Contract Act.
- Conditions that violate non-mandatory legislation, but are so detrimental to the consumer that there is no reasonable balance between the rights of the trader and the consumer. For example, that only the trader can terminate the agreement or that the consumer may not go to court in the event of a dispute.
- Terms that are misleading, or are not formulated clearly, and the consumer cannot predict the consequences of the condition. For example, conditions that are contradictory or incomplete.