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The International Comparative Legal Guide to:

Product Liability 2007

A practical insight to cross-border Product Liability work

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1 Liability Systems

1.1 What systems of product liability are available (i.e. liability in respect of damage to persons or property resulting from the supply of products found to be defective or faulty)? Is liability fault based, or strict, or both? Does contractual liability play any role? Can liability be imposed for breach of statutory obligations e.g. consumer fraud statutes?

Product liability is specifically ruled by Decree-Law 383/89, November 6, amended by Decree-Law 131/2001, April 24, on manufacturer's liability for defective products and by Decree-Law 67/2003, April 8, on the sale of consumer goods.

However, for matters that have not been included in this special legislation (for example, pre-contractual liability, the right to due compliance of the contract, rescission of the contract, some aspects of contractual liability) the applicable law is the Portuguese Civil Code.

According to the applicable law, there is product liability with respect to damage caused to persons by death or by personal injuries and to property.

The producer is liable for the damages caused due to defects in products that he placed on the market independently of fault (strict liability).

Regarding contractual liability, there are two relevant regimes. There is a specific regime ruled by Decree-Law 67/2003, applicable to contracts concerning consumer goods, which provides that the seller is liable to the consumer for any lack of conformity on the delivered goods within the contract. In this case, the consumer is entitled to have the goods brought into conformity free of charge by repair or replacement, or to have an appropriate reduction made in the price or to rescind the contract with regard to those goods.

The regime applicable to contracts concerning other products is the general regime provided under the Portuguese Civil Code, which applies similar remedies to those referred above.

1.2 Does the state operate any schemes of compensation for particular products?

To our knowledge there are no schemes of compensation from the state for particular products.

1.3 Who bears responsibility for the fault/defect? The manufacturer, the importer, the distributor, the "retail" supplier or all of these?

Under Decree-Law 383/89, if several people are responsible for damages, their liability is joint and several. This means that, in theory, the manufacturer, the importer, the distributor and the "retail" supplier may all be considered responsible for the fault/defect.

Moreover, it is explicitly determined by Decree-Law 67/2003 that, in addition to the consumers' rights against the seller, the consumer may be entitled to the repair or replacement of the goods by the manufacturer, the importer and the distributor as well.

1.4 In what circumstances is there an obligation to recall products, and in what way may a claim for failure to recall be brought?

The recall or the withdrawal of products is only provided for in the situation where there is a dangerous or unsafe product. These proceedings are ruled under Decree-Law 69/2005, March 17, which establishes the guarantees to ensure that products placed on the market are safe.

Under this law unsafe products may be subject to withdrawal (which means executing any measure aimed at preventing the distribution, display and offer of a product dangerous to the consumer) or to recall (meaning any measure aimed at achieving the return of a dangerous product that has already been supplied or made available to consumers by the producer or distributor).

Decree-Law 69/2005 provides that when producers or distributors knew or ought to have known, on the basis of information in their possession and their professional expertise, that a product that they have placed on the market poses risks, that are incompatible with general safety requirements, to consumers, they will immediately inform the Consumers Institute which is the competent authority in Portugal.

Both producers and distributors shall adopt measures commensurate with the characteristics of the products which they supply, and they have the possibility to choose to take appropriate action to avoid these risks, including if necessary, withdrawal from the market, adequately and effectively warning consumers or recalling the product.

However, the recall or withdrawal may be ordered by the Portuguese Commission for the Safety of Services and Goods if the actions carried out by the producers/distributors are not sufficient, or when such procedures are determined by the European Commission.

Finally, if individuals want to make a complaint regarding products, they should contact the Consumers Institute, which is the competent entity to determine if the product is unsafe and if it is necessary to proceed to its recall.

1.5 Do criminal sanctions apply to the supply of defective products?

In certain circumstances criminal sanctions are applicable to the supplier of defective products.

Under article 282 of the Portuguese Criminal Code, anyone who, in its use, production, making, manufacturing, packaging, transportation or processing, or in any other activity, creates a danger to life or physical integrity by corrupting, counterfeiting, altering, reducing the nutritional or therapeutic value of any substances intended to be consumed by others (by eating, chewing, drinking, or using for medical purposes), may be sentenced to one to eight years in prison. If the action is the result of negligence, the sentence is reduced to a maximum of three years in prison or a fine.

The same sentence applies to anyone who creates a danger to life or physical integrity by importing, concealing, selling, displaying for sale, holding in deposit for sale or, by any way, delivering substances that are subject to the actions referred to above, or that have expired, are damaged, corrupted or altered. If the action is negligent, the sentence is reduced to a maximum of five years in prison.

Under Decree-Law 28/84, January 20, regarding offences against the economy and public health, anyone who manufactures, transforms, imports, exports, sells, holds or displays for sale goods that have been counterfeit or altered, making them seem authentic or unaltered, or goods that have a different nature, quality or quantity than they state or seem to have, can receive a sentence of up to one year in prison or a fine. However, if there is another more serious crime that covers the same actions, that crime shall be applicable.

2 Causation

2.1 Who has the burden of proving fault/defect and damage?

Burden of proving fault - The consumer (plaintiff) does not have to produce any evidence because the producer is liable for the damages caused, independently of fault. However, the producer may prove that certain circumstances have occurred, in order to exclude liability (as mentioned in question 3.1).

Burden of proving defect - On one hand, in what concerns the sale of consumer goods, Decree-Law 67/2003 establishes a presumption of lack of conformity of the delivered goods under the contract, whenever some specific circumstances occur (for example, whenever the product does not have the characteristics that were described by the seller, whenever the product is not fit for the purpose for which the consumer requires it and which he made known to the seller at the time of the conclusion of the contract and which the seller has accepted, whenever the product is not fit for the purposes for which goods of the same type are normally used). Therefore, in what concerns the sale of consumer goods, the consumer only has to prove the specific circumstance on which grounds the lack of conformity may be presumed. On the other hand, in what concerns the sale of other products, the plaintiff has to prove the defect of the product.

Burden of proof of damage - If the plaintiff proves that the product was defective, he has the right to have the product repaired or replaced, an appropriate reduction made in the price or the termination of the contract with regard to that product. No supplementary evidence is required regarding damages.

If the plaintiff asks for damages caused to persons by death or by personal injury or to property (damage to, or destruction of, any item of property other than the defective product itself), the plaintiff will have the burden of proof.

2.2 What test is applied for proof of causation? Is it enough for the claimant to show that the defendant wrongly exposed the claimant to an increased risk of a type of injury known to be associated with the product, even if it cannot be proven by the claimant that the injury would not have arisen without such exposure?

The plaintiff has to prove causality. However, in some circumstances, regarding products liability, the plaintiff does not have the technical and scientific knowledge to prove causality. Therefore, Portuguese legal authors and courts state that, whenever the defect of the product is demonstrated, then causality between defect and damage may be proved according to rules of social experience and rules of probability. It is not necessary to produce scientific evidence of causality between defect and damage. It is only necessary to prove a high probabilistic causation.

2.3 What is the legal position when it cannot be established which of several possible producers manufactured the defective product? Does any form of market-share liability apply?

According to Portuguese law, the Plaintiff has to prove the identity of the producer that has manufactured the defective product. The Portuguese Law does not allow any form of market-share liability.

However, Portuguese legal authors and courts hold that, when a certain type of product is manufactured by different producers, and it is not certain which of the producers has manufactured the defective product, the plaintiff must show, according to reasonable rules of probability, the identity of the probable producers of the defective product. Then, each one of those producers will have the burden to prove that they did not manufacture the specific defective product.

2.4 Does a failure to warn give rise to liability and, if so, in what circumstances? What information, advice and warnings are taken into account: only information provided directly to the injured party, or also information supplied to an intermediary in the chain of supply between the manufacturer and consumer? Does it make a difference to the answer if the product can only be obtained through the intermediary who owes a separate obligation to assess the suitability of the product for the particular consumer, e.g., a surgeon using a temporary or permanent medical device, a doctor prescribing a medicine or a pharmacist recommending a medicine? Is there any principle of "learned intermediary" under your law pursuant to which the supply of information to the learned intermediary discharges the duty owed by the manufacturer to the ultimate consumer to make available appropriate product information?

A product that is being marketed without the necessary information regarding its conditions of use and risks is considered to be a defective product.

The obligation to provide information to consumers does not terminate with the marketing of the product. That obligation remains even after the consumer has purchased the product. Whenever the producer learns about a new risk connected with the use of the product, he is required to immediately warn the public.

According to Decree-Law 69/2005, both producer and distributor are required to warn the public about the risks of the product. Therefore, despite the producer's obligation to inform the distributor, and despite the obligation of the distributor to directly inform the public, the producer must also directly inform the public regarding the risks of the product.

If the public does not receive the necessary information about the product, the producer and the distributor may be jointly liable.

3 Defences and Estoppel

3.1 What defences, if any, are available?

Regarding the strict liability of the manufacturer for product safety, the manufacturer may defend himself by alleging and proving that: (i) he did not put the product into circulation; (ii) taking in consideration the circumstances, it is reasonable to admit the inexistence of the defect at the time it was put into circulation; (iii) he did not manufacture the product, or participate in any form of its distribution with economic purposes or he did not produce or distribute the product as a professional activity; (iv) the defect in the product is due to the compliance to mandatory statute rules approved by public entities; (v) the defect in the product was not discoverable given the state of scientific and technical knowledge available at the time the product was put into circulation, (vi) regarding a component of the product, the defect in the product is due to the conception of the product in which the component was integrated or due to the instructions given by the manufacturer of the product and (vii) action of the claimant caused or contributed to the damages.

Regarding consumer conflicts related to defective products, the manufacturer may also defend himself by alleging and proving that: (i) the defect was caused exclusively by the declarations of the seller regarding the product and its use or by its incorrect use; (ii) he did not put the product into circulation; (ii) taking in consideration the circumstances, it is reasonable to admit the inexistence of the defective product at the time it was put into circulation; (iii) he did not manufacture the product, or participate in any form of its distribution with economic purpose or he did not produce or distribute the product as a professional activity; and (iv) ten years have passed since the commercialisation of the product and the time of the damage.

3.2 Is there a state of the art/development risk defence? Is there a defence if the fault/defect in the product was not discoverable given the state of scientific and technical knowledge available at the time of supply? If there is such a defence, is it for the claimant to prove that the fault/defect was discoverable or is it for the manufacturer to prove that it was not?

According to article 5, e) of the Decree-law 383/89, the manufacturer is not responsible for the defects in the product if he proves that the defects were not discoverable given the state of scientific and technical knowledge available at the time the products were put into circulation.

3.3 Is it a defence for the manufacturer to show that he complied with regulatory and/or statutory requirements relating to the development, manufacture, licensing, marketing and supply of the product?

The manufacturer is not responsible if he proves that the defect in the product is due to the compliance with mandatory statute rules approved by public entities. The manufacturer must demonstrate causality between the defect in the product and their compliance with the mandatory rules.

According to article 4, no. 2 of the Decree-law 69/2005, it is presumed that a product is safe if it conforms to the regulatory and statutory rules that establish the health and safety requirements of the product that the manufacturer must comply with in order for the product to be commercialised.

3.4 Can claimants re-litigate issues of fault, defect or the capability of a product to cause a certain type of damage, provided they arise in separate proceedings brought by a different claimant, or does some form of issue estoppel prevent this?

Usually, a final judgement on merits is conclusive between the parties of the proceedings and their successors, which means that an estoppel arises that prevents the parties from relitigating the same cause in separate proceedings regarding the same essential facts in which the court based its final decision. An estoppel does not arise in proceedings involving different parties.

3.5 Can defendants claim that the fault/defect was due to the actions of a third party and seek a contribution or indemnity towards any damages payable to the claimant, either in the same proceedings or in subsequent proceedings? If it is possible to bring subsequent proceedings is there a time limit on commencing such proceedings?

The manufacturer's strict liability is not reduced by the intervention of a third party that contributed to the damage.

Concerning consumers' conflicts related to defective products, the final seller of the product that has compensated the consumer for the damages caused by the defect has the right to seek a contribution or indemnity from the professional to whom he bought the defective product and so on until the manufacturer. This professional may defend himself by alleging and proving that the defect did not exist at the time he delivered the product or that the defect was not caused by him. However, there is a presumption of law that the defect existed at the time of delivery if it occurred within two or five years (movable or immovable goods) after the delivery.

This right to seek compensation or an indemnity may be brought either in the same proceeding initiated by the injured consumer or in subsequent proceedings. The time limit on commencing such proceedings is two months after the compensation of the consumer for the damages by the final seller or the professional intermediary and within five years after the delivery of the defective product to the professional who seeks compensation.

3.6 Can defendants allege that the claimant's actions caused or contributed to the damage?

Yes. In this case the court may decide to reduce or exclude the indemnity by taking into consideration the amount the claimant's action contributed to the damage.

4 Procedure

4.1 Is the trial by a judge or a jury?

The trial is by a judge. Consumer claims may also be voluntarily brought to arbitral centres competent to decide them. The proceedings for these arbitral centres are simplified and without costs. The decision of the arbitral centres has the same value as a first court's decision.

4.2 Does the court have power to appoint technical specialists to sit with the judge and assess the evidence presented by the parties (i.e., expert assessors)?

Yes. The courts have power to appoint technical specialists. According to the Portuguese Civil Procedure Code, the courts, by their initiative or at the request of one of the parties, can appoint technical specialists (one or three) to assist the court, not to decide the claims, but to help them assess the evidence on technical issues of facts requiring scientific and technical knowledge. Technical specialists submit a report to the court. The court is free to decide according to this report or not.

4.3 Is there a specific group or class action procedure for multiple claims? If so, please outline this. Are such claims commonly brought?

Portuguese law confers on any citizen the right to propose a procedure called "acção popular" to defend interests such as consumer protection. The person that initiates this procedure represents all the bearers of the interests in question that have not excluded themselves from the procedure. The court may preliminarily refuse this procedure if it finds the claim is unlikely to succeed, after hearing the Public Prosecution Office and making all the diligences considered necessary by the court or requested by the claimant or by the Public Prosecution Office. If this procedure is admitted, the court does not depend on the initiative of the parties to gather evidence. The decision of this procedure is effective and applicable to all the bearers of the interest in cause, who, based on the decision, may be entitled to compensation or damages within in the following three years. The decision is published at the expense of the losing party.

4.4 Can claims be brought by a representative body on behalf of a number of claimants, e.g., by a consumer association?

Yes, claims can be brought not only by the injured person but also by a number of consumers or by a consumers association. The Public Prosecutor Office and the Consumer Institute can also bring claims regarding collective and homogeneous interests.

4.5 How long does it normally take to get to trial?

The amount of time for a law suit to get to trial depends on the court, the complexity of the claim, the conduct of the parties and the many incidents that may or may not occur during the proceedings. Therefore, it is difficult to estimate. Nevertheless, according to 2004 Judicial Statistics published by the Secretary of Justice, actions took on average from the issue of the proceedings until trial and decision 24 to 26 months.

4.6 Can the court try preliminary issues, the result of which determine whether the remainder of the trial should proceed? If it can, do such issues relate only to matters of law or can they relate to issues of fact as well, and if there is trial by jury, by whom are preliminary issues decided?

According to the Portuguese Civil Procedure Code, the court makes a preliminary assessment of the claim regarding matters of law and of fact, some raised by the parties and others not. Matters such as lack of jurisdiction, invalidity of the proceedings, lack of judicial personality or legal capacity, res judicata and lis pendens and others may prevent the proceeding to continue to trial. Nevertheless, the questions related to issues of fact may only prevent the proceeding to continue if properly documented.

4.7 What appeal options are available?

There are two kinds of appeals available: the ordinary appeal and the extraordinary appeal.

An ordinary appeal is possible whenever the value of the claim is greater than the lower court's (court of appeals) jurisdiction or the decision subject to appeal is unfavourable to the appealing party in the amount corresponding to the court's jurisdiction. Courts of first resort have jurisdiction to judge claims with the value of €3,740.98 and courts of second resort have jurisdiction to judge claims with the value of €14,963.94. There are two appellate courts in Portugal: the court of second resort and the Portuguese Supreme Court.

However, it is always possible to appeal, independently of the value of the claim, if the grounds for appeal are the violation of international jurisdiction rules, of jurisdiction rules regarding the subject of the claims or the hierarchy of courts or the violation of "res judicata". It is also possible to appeal if the decision subject to appeal contradicts a prior decision by a higher court regarding the same fundamental matter of law or if the lower court decision disrespects the uniform case law of the Portuguese Supreme Court.

Request for an ordinary appeal must be submitted to the lower court that issued the decision subject to appeal ten days after the notification of the decision. The lower court and the appellate court may refuse the appeal if the decision is not legally subject to appeal, or the appealing party lacks legal capacity or when the appeal has been requested after the time limit.

The appellate court may review the lower court's decision in matters of law and in matters of facts. However, the powers of the appellate court regarding the revision of matters of fact are limited to the following situations: (i) all the evidence fundamental to a decision on matters of fact are properly documented and the witnesses' statements have been recorded; (ii) when elements of the process impose without a doubt a different decision; (iii) the appealing party presents a new document or evidence that contradicts the proof made in the first trial. The court of appeals may affirm, vary or set aside any order or judgement made by the lower court concerning matters of law. On matters of fact, the appeals court may affirm, vary or set aside any judgement made by the lower court and may also order a new trial or hearing.

Normally, the appeal does not suspend the effects of a decision, unless it causes considerable damage and the losing party has to make a guarantee deposit.

The extraordinary appeals are only possible in very specific situations.

4.8 Does the court appoint experts to assist it in considering technical issues and, if not, may the parties present expert evidence? Are there any restrictions on the nature or extent of that evidence?

As referred to in the answer to question 4.2 above, the courts may appoint experts or technical specialists to assist them in assessing evidence on technical issues. The parties may also request the court appoint an expert or three experts, in this last case, each party indicates an expert and the court designates the third, which will preside over the others. Expert evidence is restricted to issues of fact specifically described by the parties, relevant to the decision of the claim and that require scientific or technical knowledge to understand.

4.9 Are factual or expert witnesses required to present themselves for pre-trial deposition and are witness statements/ expert reports exchanged prior to trial?

Normally, factual or expert witnesses' depositions are taken during trial. However, pre-trial deposition is possible when there is risk that the witness's deposition during trial is not possible or very difficult. In this case, the deposition must always be recorded or written.

The experts prepare a report regarding the issues of fact that were subject to expert evidence. This report is notified to the parties, which may claim against it, request additional clarifications or the presence of the experts during trial to give deposition regarding their report.

4.10 What obligations to disclose documentary evidence arise either before proceedings are commenced or as part of the pre-trial procedures?

There are no obligations to disclose documentary evidence before proceedings are commenced or as part of the pre-trial procedures. According to the Portuguese Civil Procedure Code, the documents have only to be disclosed after the proceedings are commenced. Documents must be disclosed by the claimant with the original application and by the defendant with the defence unless the parties only become aware of the documents after. In this case, documents may be presented by any of the parties until the decision regarding the issues of fact. Nevertheless, the parties may present documents after their enacting terms, but the court may condemn them to pay a court fee.

5 Time Limits

5.1 Are there any time limits on bringing or issuing proceedings?

Yes, there are time limits.

5.2 If so, please explain what these are. Do they vary depending on whether the liability is fault based or strict? Does the age or condition of the claimant affect the calculation of any time limits and does the Court have a discretion to disapply time limits?

The ordinary and maximum time limit is 20 years. The basic limitation period for tort liability actions is three years from the date the claimant became aware of the tort act, even if he does not know the tort agent of the extent of the injuries.

Proceedings based on strict liability have to be brought within three years after the date the claimant became aware or should have became aware of the damage, the defect and the identity of the producer. Nevertheless, the maximum time limit for producer strict liability is ten years after the defective product was put into circulation. This time limit is only suspended by the proceedings of the claimant against the producer, which means that the condition of the claimant does not affect this time limit.

Concerning consumer conflicts related to defective products, the time limit of the guarantee is two or five years after the delivery of the product, depending on whether it is a movable asset or an immovable asset. The product's defect must be denunciated by the consumer within two months or one year (for movable assets or immovable assets) from the date of knowledge of the consumer of the defect. After the denunciation of the product's defect, the right of action is extinguished within six months or one year (for movable assets or immovable assets).

The condition of the claimant affects the calculation of the time limits. In case of minors or of claimants with an unsound mind, the time limits only begins to run after they reached the age of legal majority or the disability ceases.

The court does not have discretion to disapply time limits.

5.3 To what extent, if at all, do issues of concealment or fraud affect the running of any time limit?

In case of intentional concealment of the product's defect, the right of action does not depend on the denunciation of the defect.

6 Damages

6.1 What types of damage are recoverable, e.g., damage to the product itself, bodily injury, mental damage, damage to property?

Recoverable damages include death or personal injury, mental injury, damage or loss of profits.

The purpose of compensation for damages is to put the injured party into the position he would have been if the injury had not occurred.

Regarding consumer claims of defective products, the claimant has the right to the reparation of the defect, substitution of the defective product, reduction of the price or the termination of the contract. The right of the claimant to be compensated for any patrimonial and non patrimonial damages is cumulative to any of those rights.

In claims based on fraudulent transactions, the claimant may recover damages and loss of profits. In claims based on single error, negligence, the claimant may only recover damages and not the loss of profits.

In claims based on strict liability of the producer for lack of safety of the products, the claimant may only recover damages such as death, physical, mental and spiritual injury and damages to any item of property other than the defective product itself, with a lower threshold of €500, provided that the item of property is of a type ordinarily intended for private use or consumption, and was used by the injured person mainly for his own private use or consumption.

6.2 Can damages be recovered in respect of the cost of medical monitoring (e.g., covering the cost of investigations or tests) in circumstances where the product has not yet malfunctioned and caused injury, but it may do so in future?

No, damages may not be recovered in such circumstances.

6.3 Are punitive damages recoverable? If so, are there any restrictions?

No. In consumers' conflicts, the decision of the court is published at the expenses of the losing party.

The claimant may also request the application of a periodic penalty payment to oblige the defendant to comply with his/her duties.

6.4 Is there a maximum limit on the damages recoverable from one manufacturer, e.g., for a series of claims arising from one incident or accident?

There is no such limit.

7 Costs / Funding

7.1 Can the successful party recover: (a) court fees or other incidental expenses; (b) their own legal costs of bringing the proceedings, from the losing party?

The successful party can recover court fees from the losing party but not legal costs of bringing the proceeding, unless the court orders the losing party to pay them to the successful party, as a indemnity, based in the improper use of the right of action.

7.2 Is public funding e.g. legal aid, available?

Yes, public funding is available.

7.3 If so, are there any restrictions on the availability of public funding?

In general, Portuguese law recognises the right of action for all, independent of their financial situation. Therefore, legal aid is available for all the applicants that meet certain financial eligibility criteria. Legal aid does not depend on the prospects of success of the proceedings.

Regarding consumers' claims, Portuguese law stipulates that the claimant does not have to pay legal costs for bringing the proceedings unless the decision is unfavourable. In this case the claimant must pay between one tenth to one half of the legal costs due.

7.4 Is funding allowed through conditional or contingency fees and, if so, on what conditions?

Conditional or contingency fees are partially allowed. The lawyers' fees may only depend on the success of the procedure in part. This means that the lawyers' fees may have a variable part, usually a success fee, and a fixed part.

8 Updates

8.1 Please provide, in no more than 300 words, a summary of any new cases, trends and developments in Product Liability Law in your country.

The latest relevant development in Product Liability Law in Portugal was the transposition of the Directive no. 95/59/CEE, regarding general safety of products. The Decree-law no. 69/2005 of March, 17, 2005 that made the transposition, emphasises the responsibility of the producer for unsafe and dangerous products. Its purpose is to prevent the commercialisation of unsafe and dangerous products.

The Portuguese doctrine and jurisprudence acknowledge a distinction between the lack of safety of products and the lack of conformity of the product for its purpose. The legislation regarding the general safety of products protects life, physical, mental and spiritual integrity by establishing the strict liability regime whereby the producer is responsible independent of fault or negligence. In the legislation regarding the lack of conformity of the product for its proper use (defective products), the purpose is to obtain an equivalence between the parties, through the reparation of the defect, substitution of the defective product, reduction of the price or the termination of the contract (Judgement Decision of the Oporto Court of Appeal of 17.06.2004, available in www.dgsi.pt).

Portuguese Product Liability Law has also developed in ways to include agricultural products by implementing the transposition of the Directive 1999/34/CE (Decree-law no. 131/2001, April, 24, 2001). The intention was to protect and instil consumer confidence after the problems of BSE (bovine spongiform encephalopathy) or mad cows' disease. In Portugal, the Supreme Court has decided that the sale of animals infected with brucellosis corresponds to a sale of defective products. (Judgement decision of 11.04.2004, available in www.dgsi.pt).

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Morais Leitão, Galvão Teles, Soares da Silva & Associados, R.L. is a genuinely independent law firm with strong international recognition. A constant striving for excellence characterises the firm. Our aim is to develop and maintain a permanent awareness that in every task we must do more and better. We continually strive for a quality legal product, with prompt response and respect for professional ethics.

The result is a leading, well-rounded, full-service law firm with extensive, practical experience in all major areas of practice through our offices in Lisbon, Oporto and Funchal.

In 2001 our firm was admitted to Lex Mundi, the world's leading association of independent law firms, as the exclusive member firm for Portugal. Our firm's membership in Lex Mundi provides us with global reach and access to legal resources that enhance our ability to serve our clients' needs around the world.

In addition to the strong Lex Mundi network, Morais Leitão, Galvão Teles, Soares da Silva & Associados, R.L. has long-standing relationships with leading European, US and Latin American firms. The secondment of our lawyers to firms such as Cleary, Gottlieb, Steen & Hamilton, Slaughter and May and Freshfields Bruckhaus Deringer is indicative of the strength of these links.

In the beginning of 2007 the firm has initiated a strategic partnership agreement with leading Brazilian firm Mattos Filho, Veiga Filho, Marrey Jr e Quiroga.