

Earn-out period in a M&A transaction: What happens if the parties have not defined it?

A two-year earn-out period defined by the courts (by filling a contractual gap).

No matter what... it's art!

The duty to inform on a specific feature of an artwork exists only if a seller should assume that this feature might influence the decision of a buyer to conclude a contract or even the conditions under which a contract is concluded.

Fundamental error in the context of M&A transactions: reversing the irreversible?

Rescission with retroactive effect of a share purchase agreement because of a fundamental error.