Software in Asset Deals: Buying IP Rights on the Software, Buying Hardware or Buying a (mere) Copy of the Software?

The buyer was entitled to invalidate a sales contract (an asset deal for the sale of a car dealership that included software) for fraud that was committed by the seller (Art. 28 SCO) because the seller had not disclosed to the buyer that it did not own the intellectual property rights on the software but only had a license to use the software granted by a third-party licensor.