

Bona fides in negotiating: how disingenuous can one be?

Swiss law provides for a special basis of liability for conduct contrary to the rules of good faith in the context of pre-contractual negotiations. The more unreasonable the position adopted by a negotiating party, the more difficult it is for that party to successfully claim that the other party who broke off the negotiation is liable.

Termination and set-off of a loan agreement: who, when and how?

Termination of a loan agreement and conditions of set-off in case of assignment of the claim.