

## **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).

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## **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.

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## **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.