Global Private M&A Guide - Limited External Content - Czech Republic

Agreeing to the acquisition agreement → Representations and warranties

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# Materiality in representations — how is it quantified (e.g., by a USD amount)?

Frequency/market practice: Fairly common; materiality qualifiers are commonly seen but often not quantified (other than specific warranties, e.g., contract value).

# How is knowledge qualified (e.g., specific people, actual/constructive knowledge)?

Frequency/market practice: Knowledge qualifiers are growing. They are often limited to actual knowledge and due enquiry of a specified list of senior management.

# Is a warranty that there is no materially misleading/omitted information common?

Frequency/market practice: Fairly common; still commonly requested by buyers, but often resisted by sellers.

# Is disclosure of the data room common?

Frequency/market practice: Fairly common, typically subject to fairness.

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