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

Agreeing to the acquisition agreement → Repetition of representations and warranties

| Contents |
| --- |
| To generate table of contents, right-click here and select **Update Field.** |

# Is it common to repeat warranties at closing?

Frequency/market practice: Common.

# Is it common to repeat warranties at all times between signing and closing?

Frequency/market practice: Less common.

# Is a bring-down certificate at closing common?

Frequency/market practice: Rarely; bring-down certificates are not very common.

# What is the applicable repetition standard, e.g., true in all material respects or Material Adverse Effect?

Frequency/market practice: True and accurate in all material respects is the common standard, but there is often a carve-out for fundamental representations, which must be absolutely true and accurate.

# Is double materiality common (a materiality qualification in bring-down at closing and in representation(s))?

Frequency/market practice: Rarely.

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