

## STANDARD BUSINESS CONTRACTS



STANDARD BUSINESS  
CONTRACTS

Fourth revised edition

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## PREFACE

It is our pleasure to introduce a new edition of this reference work which first appeared in 2006. From the outset it has been our intention to collect in this work a number of business contracts governed by Belgian law but drafted in English. This makes this book unique. English is not the language of the legal systems in Belgium. However, already fifteen years ago, as practising lawyers, we noticed that commonly English was used to draft contracts, certainly business and international contracts.

The current volume contains a selection of thirty templates of business contracts. We wanted to limit ourselves to contracts that are ordinarily used by companies, thereby omitting too specialised subjects such as computer services, real estate and employment contracts. We selected examples and clauses that could serve as guidance to the general legal practitioner in the corporate world.

This book is not about contract drafting nor does it explain contract clauses or the legal concepts behind them. It wants to give guidance through examples of most common contract clauses in different types of contracts. These clauses are not “take it or leave it” – good lawyers are capable of identifying what is truly necessary in a contract. This book should help such lawyers to understand that many contract provisions can be simple, legible and understandable. You will therefore also find variations of clauses addressing the same topic: it is not “one size fits all”. We have added more options and alternatives in the current edition.

From the beginning we have paid particular attention to boilerplate provisions. Arne Gutermann, co-author of previous editions, was especially conscious of the danger of using these provisions. While we have not reproduced the chapter on this subject in this fourth edition, you may still want to read on the relevance of boilerplate clauses in the 2013 edition. The authors wish to thank Arne Guterman for his valuable contribution as co-author of the previous editions.

Once a contract's terms or covenants is written into a contract it only rarely gets changed or improved.<sup>1</sup> People, and also lawyers, tend to use the same clauses over and over again – even if they don't make sense in a particular agreement. When using this book to your benefit, please be aware of this pitfall. Do not get lazy when using contract templates!

*October 2021*

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DISCLAIMER. The material and information contained in this volume is of a general commentary nature only and is not intended to be a comprehensive exposition of the law or other issues arising with respect to the business relationships addressed herein. It is not offered as legal advice on any particular matter and should not be taken as such. The authors try to provide quality information, but make no claims, promises or guarantees about the accuracy, completeness, or adequacy of the information contained in this volume. The authors and the editor disclaim any liability to any person in respect of anything and the consequences of anything done or omitted to be done wholly or partly in reliance upon the contents of this volume. As legal advice must be tailored to the specific circumstances of each case, and laws are constantly changing, nothing provided herein should be used as substitute for the advice of competent counsel.

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<sup>1</sup> J. NYARKO, "Stickiness and Incomplete Contracts", *Chicago Law Review* 2021, 88/1.

## ABOUT THE AUTHORS



Dirk Deschrijver (° Antwerpen-Merksem, 1954), graduated in Law at the Universitaire Instelling Antwerpen and holds special licences in tax sciences and economic law of the Vrije Universiteit Brussel. He started his career at Coopers & Lybrand Antwerp before joining C&A Belgium and the Bosal group as a company lawyer and general counsel. He is a member of the International Fiscal Association and was president of the Belgische Vereniging van Bedrijfsjuristen / Association belge des juristes d'entreprise. He wrote extensively on tax matters, as regards specifically the taxation of associations and foundations, the taxation of wages, the wage payroll tax, the liquidation of commercial companies, and recently on the taxation of excess profits and also on war taxation. He is a member of the editorial board of the Tijdschrift voor Rechtspersoon en Vennootschap/Revue Pratique des Sociétés, in which he yearly publishes with co-authors a chronicle on company taxation. He is a guest lecturer at the University of Antwerp and at the UCLL in the Postgraduate course in Taxation.



Marc Taeymans (° Mortsels, 1957), honorary company lawyer, has extended legal expertise and background in financial law, contract drawing and negotiations. Marc graduated in Law at KU Leuven and obtained a Master of Laws from the University of Virginia in 1981. He also completed studies in management at INSEAD (Fontainebleau). He started his career at Linklaters, before joining Generale Bank in 1990 as international legal counsel. He further served in different legal functions at Fortis bank with practice in Corporate Finance, Private Equity and Trust & Corporate Services, both in Brussels and Geneva. Thereafter Marc was head of Litigation at BNP Paribas Fortis for 10 years. He combined his legal practice with teaching at KU Leuven and the School for Public Administration in Gent. He is appointed assessor judge in the Commercial court in Antwerp since 2009 and is certified as mediator since 2005. Since 2018 he teaches law courses at Thomas More University College in Mechelen. He is co-author of a recently published book on IT-contracts and wrote on different legal subjects. He serves since 1991 on the editorial board of Computerrecht and was Board member of the Belgian Institute of Company Lawyers from 2013 to 2018.



Olivier Vanden Berghe (° Kortrijk, 1970), attorney-at-law, heads the Commercial Contracts and Litigation Practice of Liedekerke Wolters Waelbroeck Kirkpatrick. Olivier holds a law degree from the KU Leuven (1993) and an advanced degree in civil law from Paris II University (1994). Olivier has been a member of the Brussels bar since 1995 and joined Liedekerke Wolters Waelbroeck Kirkpatrick in 2001, where he became a Partner in 2008. He is specialised in commercial contracts and litigation and assists companies in a wide range of business-to-business transactions. His activity focuses on distribution networks and cooperation agreements, energy contracts and industrial construction and engineering activities. Olivier has been a lecturer on commercial litigation at the KU Leuven. He is regularly invited as a speaker and has written various articles on the subject of commercial contracts. He is co-editor in chief of the *Revue de Droit Commercial Belge / Tijdschrift voor Belgisch Handelsrecht*.



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