

Disclaiming Reliance in Texas Requires Specificity

The Supreme Court of Texas in its recent *IBM v. Lufkin Indus.* decision provided further clarity to what contracting parties must say in their contracts to disclaim fraudulent inducement claims, according to **a post** on the website of King & Spalding.

Craig Stanfield and **Chad Stewart** write that the court endorsed provisions that disclaim reliance on any representations other than those explicitly made in the agreement, further clarifying its previous holdings on this issue.

They explain that the court “held that the contractual language at issue must ‘clearly and unequivocally express[] the party’s intent to disclaim reliance on the specific misrepresentations at issue.’ The Court further noted that it must look to the contract language *and* the totality of circumstances surrounding the contract.”

Read the article.