

**Article L442-6**  
**French Commercial Code**

Amended by Law n ° 2010-874 of 27 July 2010 - art. 14 (V)

I.-Calls responsibility of its author and forces him to repair the damage caused does, by any producer, trader, industrial or person registered in the trades:

1 Obtaining or attempting to obtain a business partner any advantage without corresponding commercial service actually provided or manifestly disproportionate to the value of the service. Such an advantage may consist in participation, not justified by a common interest and proportionate without compensation, to finance the operation of commercial animation, acquisition or investment, particularly in the context of the renovation stores or the combination of signs of central or referencing or purchase. Advantage may also be an artificial globalization of turnover or a request for alignment with business conditions obtained by other customers;

2 ° To submit or attempt to submit a trading partner obligations creating a significant imbalance in the rights and obligations of the parties;

3 Obtaining or attempting to obtain a benefit, prerequisite for placing orders, without attaching a written undertaking on a proportionate volume purchasing and, where applicable, a service requested by supplier and has been a written agreement;

4 ° Obtaining or attempting to obtain, under the threat of an abrupt break or partial trade relations, grossly unfair conditions regarding prices, payment terms, terms of sales or services not covered bond purchase and sale;

5 ° To break off abruptly, even partially, a commercial relationship, without written notice having regard to the duration of the business relationship and respecting the minimum period of notice determined by reference to usage of trade, through trade agreements. When the business relationship is for the supply of private label products, the minimum period of notice is twice that which would apply if the product was not provided branded distributeur. A absence of such agreements, orders of the Minister for Economic Affairs may, for each product category, setting, taking into account the usages of trade, a minimum notice and supervise the conditions of termination of business relations, particularly in terms of their duration. The foregoing shall not preclude the right of termination without notice for any breach by the other party of its obligations or acts of God. When failure of the business relationship is the result of a competitive auction by remote, the minimum period of notice is twice that obtained by applying the provisions of this paragraph in cases where the initial notice period is less six months, and at least one year in other cases;

6 ° To participate directly or indirectly in the violation of the prohibition of resale outside that the distributor network bound by an agreement of selective and exclusive distribution exempt under the rules of competition law;

7 ° subjecting a partner to settlement terms that do not meet the limits established in the ninth paragraph of Article L.441-6 or who are grossly unfair, given the good commercial practice, and depart at the expense of the creditor, without objective reason, the time period in the eighth paragraph of Article L. 441-6. Including the fact is abusive to the debtor, the creditor to ask for no objective reason to defer the date of issue of invoice;

8 ° Undertake the refusal or return of goods or automatically deduct the amount of the invoice from the supplier discounts or penalties related to failure to meet a delivery date or non-conforming goods, when debt is not certain, due, even if no provider has been able to control the reality of the corresponding objection;

9 Not to disclose its general conditions of sale, as provided for in Article L. 441-6, to any purchaser of products or services of applicant making request for the exercise of a profession;

10 ° To refuse to specify on the label of a product sold under the label name and address of the manufacturer if it has submitted an application pursuant to Article L. 112-6 of the Consumer Code;

11 ° To announce prices beyond the point of sale, for a fresh fruit or vegetable, without complying with the rules defined in II and III of Article L. 441-2 of this Code;

12 ° Not to join the fresh fruits and vegetables intended for sale or resale to a business established in France, during transport on national territory, the document referred to in Article L. 441-3-1;

13 ° To enjoy discounts, rebates and discounts in connection with the purchase of fresh fruits and vegetables in breach of Article L. 441-2-2.

II.-Any by clauses or contracts providing for a producer, trader, industrialist or a person registered in the trades, the possibility:

a) To receive retroactive discounts, rebates or commercial cooperation agreements;

b) To obtain payment of a right of access to SEO before placing any order;

c) To prohibit the sale to the other party to any third party claims that he has over him;

d) To automatically receive more favorable terms granted to competitors by the other party;

e) To obtain a dealer operating a retail area less than 300 square meters it supplies but that is not related to him, directly or indirectly, by a license agreement of trademark or know- do a lien on the sale or transfer of its business or a duty of post-contractual non-competition, or to make the supply of a retailer exclusivity or near exclusivity to purchase its products or services for a period exceeding two years.

The cancellation provisions relating to regulation entails the application of time specified in the second paragraph of Article L. 441-6, unless the court can find an agreement on different terms that are fair.

III.-The action is brought before a civil court or competent business by any person establishing an interest, by the Crown, the Minister for Economic Affairs or the President of the Competition Authority when last seen, on the occasion of matters within its jurisdiction, a practice mentioned in this article.

During this action, the Minister for the Economy and the prosecution may ask the court to order the cessation of the practices mentioned in this article. They can also, for all these practices, a declaration of nullity of clauses or unlawful contracts and ask for restitution. They may also request the imposition of a civil fine in an amount can not exceed 2 million. However, the fine may be increased to three times the amount of overpayments. The compensation for damages may also be requested. In all cases, it is the service provider, the producer, the merchant, the industrialist or the person registered in the trades who claims to be released to justify the fact that produced the extinction of the

obligation.

The court may order the publication, dissemination or display of a decision or an extract thereof in the manner specified therein. It may also order publication of the decision or extract thereof in the report on operations for the year by the managers, the board of directors or the management of the company. The costs are borne by the convicted person.

The court may order the execution of its decision on standby.

Disputes relating to the purposes of this section are allocated to jurisdictions whose headquarters and spring are fixed by decree.

These courts may consult the Commission to review business practices provided for in Article L. 440-1 practices defined in this section and identified in the cases before they are entered. The decision to refer the Committee is not appealable. The Committee shall give its opinion within a maximum period of four months from the date of referral. Is suspended any decision on the merits of the case until receiving the notice or, failing that, until the expiration of four months mentioned above. However, urgent measures of protection may be necessary prises.L 'opinion does not bind the court.

IV.-The judge may order as required under penalty, termination of abuse or any other interim measure.