

Is your goods or services sales or distribution agreement compliant?

Standard clauses. Serious risks. Real consequences.

If your company uses **sales, distribution or service agreements**, there is a real risk that some commonly used provisions may **breach EU competition law** — even if they seem commercially reasonable or “market standard”.

Pay particular attention if your agreement includes rules on:

- resale price mechanisms (recommended prices, minimum or maximum prices, discount limits, pricing guidelines)
- restrictions with respect to territories, customer groups, or otherwise defined markets in which the products are permitted, prohibited, or intended to be resold
- exclusivity
- non-compete arrangements
- non-circumvention clauses
- restrictions on online sales or use of digital platforms
- limitations on marketing, promotion or resale channels
- requirements for resale locations, websites or physical presence
- warranty and after-sales obligations
- loyalty rebates, best-price or most-favored-customer clauses

Any of these provisions may be unlawful, unenforceable or disproportionate, depending on how they are drafted and related circumstances of the parties, markets and products.

Why this matters

Non-compliance may result in:

- fines of up to 10% of a company's worldwide turnover
- nullity and unenforceability of contracts
- reputational damage and loss of goodwill
- costly disputes with business partners or authorities

Solution

Review, assess and adjust your sales and distribution agreement templates to achieve your business objectives without breaching applicable law.

**Contact us to review your agreement before the risks become real.
One targeted review. Reduced risk.**

We fine-tune your agreement templates so they work for your business - *without unnecessary legal exposure.*

Questions? Please contact us!

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