ICLG

The International Comparative Legal Guide to:

Vertical Agreements and Dominant Firms 2018

2nd Edition

A practical cross-border insight into vertical agreements and dominant firms

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Country Question and Answer Chapters:

France

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1 General

1.1 What authorities or agencies investigate and enforce the laws governing vertical agreements and dominant firm conduct?

The French Competition Authority ("*l'Autorité de la concurrence*" or "*ADLC*") is an independent administrative authority empowered to investigate and enforce the French competition law, including the rules governing vertical agreements and abuse of dominance.

It is worth noting that the minister for economic affairs has authority to impose injunction remedies and settlements for practices affecting local markets when the turnover generated in France by each undertaking concerned (last audited financial year) does not exceed 50 million euros and their combined turnover does not exceed 200 million euros. Under the authority of the minister, the amount of the settlement shall not exceed 150,000 euros or 5% of the turnover of the undertakings if this figure is lower.

Commercial litigations in relation with the application of rules governing vertical agreements and abuse of dominance (namely Articles L. 420-1 to L. 420-5 of the Commercial Code ("CC") shall be entrusted to eight French commercial courts (*Marseille*, *Bordeaux*, *Lille*, *Fort de France*, *Lyon*, *Nancy*, *Paris*, and *Rennes*).

1.2 What investigative powers do the responsible competition authorities have?

In France, two types of investigations (ordinary or judicial) may occur. The investigations may be conducted either by the *ADLC* itself or by the agents of the Directorate General for Competition, Consumer Affairs and the Prevention of Fraud ("*DGCCRF*").

During an ordinary investigation, officials of *ADLC* or the *DGCCRF* may access any place used as professional offices or professional means of transport, are empowered to request delivery and copies of professional documents, and to interview employees provided the latter have been informed of the purpose of the investigation.

During a judicial investigation (dawn raid), officials investigate under the control of the judge and usually in the presence of police officers. Under this procedure, officials shall be entitled to access private and business premises to conduct searches and seizure operations. They can obtain or take copies of any documents that may be useful for the purpose of the investigation (either hard or electronic copies) including electronic mailboxes, except if the documents are legally privileged (e.g. legal opinions from external lawyers). They shall be entitled to request statements from employees.

1.3 Describe the steps in the process from the opening of an investigation to its resolution.

During a preliminary phase (non-adversary proceedings), the *ADLC* shall study the various evidence available. If the preliminary investigation leads to consider that the practices may be anti-competitive, the *ADLC*'s head of the investigation services (the "*Rapporteur Général*" or "*RG*") shall issue a statement of objections ("SO"). From this issuance, the notified parties shall be entitled to study the *ADLC*'s file (including all evidence available) and provide a statement of defence within two months.

Then, an investigative report shall be sent by the investigation services to the notified parties. The parties then shall have two additional months to reply to this report.

Finally, the parties shall be entitled to express their views and positions during a hearing before the *ADLC* ("*the College*").

The *ADLC* then shall issue a decision either:

- to dismiss the case (no grounds to follow the proceedings);
- to settle the proceedings with a moderated fine due to the settlement; or
- to impose fines to the parties as well as injunctions and/or commitments to modify the behaviour or to comply with law. The *ADLC* may also impose the publication (or an extract) of the decision.

Finally, in very few cases (hard-core conduct involving natural persons), the *ADLC* can refer the case to criminal courts.

It is to be noted that, after the preliminary phase, the *ADLC* shall also decide not to open the adversary phase for different reasons:

- lack of legal interest;
- case time-barred; or
- no relevant evidence.

Interim measures may also be adopted at the beginning of the proceedings under specific conditions.

1.4 What remedies (e.g., fines, damages, injunctions, etc.) are available to enforcers?

The *ADLC* shall be entitled to adopt interim measures to stop the practices or suspend an illicit action. Those measures have to be strictly limited to what it is necessary.

In addition, as mentioned in question 1.3, the *ADLC*:

- shall request to cease the anti-competitive practices and/or modify through injunctions or commitments the illicit behaviour and comply with competition law for the future;

- shall impose a fine up to 10% of the highest worldwide turnover achieved by the group of companies concerned in any financial year during the period the illicit practices took place;
- shall impose fines up to 5% of the daily average turnover achieved by the party concerned, per day of delay in implementing an injunction or a commitment; and
- shall impose the publication of the decision in a well-known newspaper and sometimes on the website of the parties concerned.

The *ADLC* shall not be entitled to award damages to the plaintiffs or the victims of the anticompetitive practices.

1.5 How are those remedies determined and/or calculated?

The criteria used to determine the financial penalties are set out by law and were specified by the authority in 2011. Thus, the fine must be proportionate to the seriousness of the violation and to the damage caused to the economy. The financial situation of the undertaking sanctioned shall also be taken into consideration as well as the reiteration, if any, of an anticompetitive practice. Fines are determined and justified individually for each undertaking sanctioned.

1.6 Describe the process of negotiating commitments or other forms of voluntary resolution.

Commitments proceedings is an efficient tool to regulate commercial practices and enforce competition law. The implementation of commitments proceedings assumes that no SO was issued by the *RG*. The *RG* shall expose its preliminary assessment of the alleged practices to the undertakings concerned which, then, have to formalise and submit their commitments within a minimum period of one month. Then, the *RG* shall transfer the commitments to the plaintiff, if any, and to the public ministry and shall publish a summary of the case with the proposed commitments to allow third parties to provide their observations, if any. All the observations must be communicated to the *RG* within a minimum period of one month. Undertakings concerned shall also have the opportunity to present observations during an oral hearing. Then, the *ADLC* shall adopt a binding decision of acceptance.

The *ADLC* shall monitor the application of the commitments regularly during a specified period and reporting documents from the undertakings concerned must be provided on a regular basis.

A **settlement proceedings** may be enforced after the communication of an SO providing the parties agree not to challenge the grounds on which the SO is based. The settlement shall fix the minimum and the maximum amount of the potential fines to be adopted by the *College* in its decision of condemnation. The parties may also propose to modify their behaviours and to comply with competition law in the settlement.

1.7 Does the enforcer have to defend its claims in front of a legal tribunal or in other judicial proceedings? If so, what is the legal standard that applies to justify an enforcement action?

No, they do not.

1.8 What is the appeals process?

The parties and the minister of economic affairs may appeal the decision of the *ADLC* before the Paris Court of Appeal ("*PCA*"), within one month after the notification of the decision to the parties.

After the notification of the judgment of the *PCA*, the judgment may be referred before the *Cour de Cassation* (*Higher Civil Court*) within one month.

Interim measures may also be challenged before the *PCA* within 10 days following the notification of the interim measures.

The decisions to appeal are not suspensive. However, upon specific request, the president of the *PCA* may suspend the implementation of a decision if it is likely that the decision of the *ADLC* will have manifestly excessive consequences or because new facts of excessive gravity are raised.

1.9 Are private rights of action available and, if so, how do they differ from government enforcement actions?

As mentioned in question 1.1, paragraph 3, any entity demonstrating a legal interest has the possibility to bring a case before the commercial court to obtain the ending of the illicit practices, the payment of civil damages and eventually the nullity of an agreement in relation to anticompetitive practices. Appeals of those judgments are also dealt with by the *PCA*.

A class action regime is also available under French law. It allows certain authorised consumers' associations to launch collective actions before civil and commercial courts for damages suffered by individuals as the result of the application on an anticompetitive practice.

1.10 Describe any immunities, exemptions, or safe harbors that apply.

Under Article L. 464-6-1 of the CC, the *ADLC* shall decide not to pursue the procedure concerning anticompetitive practices when the combined market shares of the undertakings concerned do not exceed:

- 10%, when the parties of the agreement are actual or potential competitors on the concerned market; or
- 15%, when the parties of the agreements are not actual or potential competitors on the concerned market.

The "*de minimis*" exemption shall not apply to hard-core restrictions such as price fixing, limitation of the production or sales, etc.

Regarding vertical agreements, the *European Regulation No 330/2010 of 20 April 2010 on the application of Article 101(3) of the Treaty on the Functioning of the European Union to categories of vertical agreements and concerted practices* (the "*EU vertical block exemption*") which sets forth a safe harbour for vertical agreements, providing that the supplier and the buyer have a market share below 30%, shall also be used as a guidance. Hard-core restrictions are not covered by the exemption.

Leniency programmes are available to companies that have infringed Article L. 420-1 of the CC which prohibits anticompetitive practices. However, this procedure applies mainly to cartels between competitors involving hard-core restrictions such as price fixing, market sharing, and bid-rigging.

1.11 Does enforcement vary between industries or businesses?

The *ADLC* does mention variation of enforcement between industries or businesses. In 2018, sectors involved in a decision, commitments or ongoing proceedings are varied (agriculture, publicity, the healthcare industry, etc.).

1.12 How do enforcers and courts take into consideration an industry's regulatory context when assessing competition concerns?

The *ADLC* shall duly take into consideration regulatory constraints when assessing practices. In any event, in France, regulatory rules do not prevent the application of competition law.

1.13 Describe how your jurisdiction's political environment may or may not affect antitrust enforcement.

The *ADLC* is an independent administrative authority and its actions shall not be influenced by the political environment and the changes in government.

1.14 What are the current enforcement trends and priorities in your jurisdiction?

Potentially all sectors and industries are under the scrutiny of the *ADLC*. However, as per the annual 2016–2017 report of the *ADLC*, its action has been particularly focused on the following sectors: health; agriculture; digital economy, telecoms; media and energy.

1.15 Describe any notable case law developments in the past year.

On 21 December 2017, the *ADLC* rendered an unprecedented decision based on Article L. 464-2 of the CC fining a company (Brenntag Group) for having obstructed the ongoing investigation. The undertaking was suspected of anticompetitive practices but had provided the *ADLC* with incomplete responses to the request for information *inter alia* (Decision 17-D-27). The financial penalty amounted to 30 million euros which represents 0.29% of the Group's combined turnover. According to the authority, the penalty's large amount had a deterrent and a remarkable purpose. It is worth noting that the procedure has lasted for 16 years. This decision is currently pending before the *PCA*.

Upon the application of a settlement procedure (Article L. 464-2-III of the CC), the *ADLC* fined Engie for having abused its dominant position after the opening to competition of the actual gas and electricity market. The *ADLC* hold against Engie the use of material (customer data base) and immaterial (infrastructure) means which led to eviction and confusion practices. Upon the settlement, the financial penalty amounted to a moderate fine of 100 million euros.

2 Vertical Agreements

2.1 At a high level, what is the level of concern over, and scrutiny given to, vertical agreements?

Vertical agreements shall be actively scrutinised by the *ADLC* and competent jurisdictions. The *ADLC* has a strong knowledge of the distribution and retail sectors in France and shall monitor them regularly.

2.2 What is the analysis to determine (a) whether there is an agreement, and (b) whether that agreement is vertical?

In this respect, the *ADLC* shall follow the European commission's practice and shall examine if the undertakings concerned have mutually exchanged their consent, whether in oral or written form, tacitly or expressly.

Then, the *ADLC* identifies whether the parties to an agreement are active at different stage of the production chain of a product or a service (by opposition to a competitor which competes at the same level of the chain) to classify the agreement as vertical.

2.3 What are the laws governing vertical agreements?

The law governing vertical agreements is covered by Article L. 420-1 of the Commercial Code which prohibits express or implied agreements and concerted practiced and coalition which – as their object or effect – prevent, restrict or distort competition. Articles 101 and 101-3 of the Treaty on the Functioning of the EU (the TFEU) are also enforceable when the vertical agreements restrict competition within the common market or a substantial part of it and affect trade between the EU Member States.

Article L. 420-4 of the CC provides for specific conditions where a vertical agreements considered as anticompetitive under Article L. 420-1 may benefit from an exemption pursuant to Article L.420-4 (see question 2.5). Specific regulations may exempt certain types of agreements. In addition, an anticompetitive agreement can be exempted if the undertakings concerned are able to demonstrate that the agreement provides (i) economic progress, (ii) that the profitability is fairly passed on to the end-user, and (iii) without eliminating the competition for a substantial part of the products/services concerned. Finally, the restrictions to competition must be limited to what it is strictly indispensable to implement the agreement in the context of the economic progress.

2.4 Are there any type of vertical agreements or restraints that are absolutely ("*per se*") protected?

See question 1.10.

2.5 What is the analytical framework for assessing vertical agreements?

As a rule of thumb, the *ADLC* shall follow the common practice of the European Commission for assessing vertical restraints.

After having defined the market(s) concerned, the *ADLC* shall use – as guidance – the EU vertical block exemption to assess a vertical agreement. The *ADLC* shall examine whether each of the parties' respective market share(s) on the relevant market(s) exceeds 30% and whether the vertical agreement includes a hard-core restriction listed under the EU block exemption. Providing the parties' markets shares do not exceed 30% and the agreement does not contain hard-core restrictions (except in very specific situation such as penetration of a new market for instance (new entrant)), the agreement will be exempted. By contrast, if market shares are over 30%, the *ADLC* shall assess whether the vertical agreement has an anticompetitive object or effect.

However, an agreement considered as anticompetitive may benefit from an exemption (see question 2.3).

2.6 What is the analytical framework for defining a market in vertical agreement cases?

The Competition Authority uses the analytical framework of the European Commission. The product market and the geographic market must be identified, in order to define the relevant market.

The relevant product market is defined as any goods or service regarded by consumers as interchangeable, by reasons of characteristics, prices or intended uses. The geographic market

is defined as the area in which the companies are involved in the supply or demand of relevant goods or services, in which the conditions of competition are sufficiently homogeneous, and which can be distinguished from the neighbouring geographic area.

2.7 How are vertical agreements analysed when one of the parties is vertically integrated into the same level as the other party (so called "dual distribution")? Are these treated as vertical or horizontal agreements?

Following EU law, the dual distribution is treated as a vertical agreement when: (i) the supplier is a manufacturer and a distributor of goods, while the buyer is a distributor and not a competing undertaking at the manufacturing level; and (ii) the supplier is a provider of services at several levels of trade, while the buyer provides its goods or services at the retail level and is not a competing undertaking at the level of trade where it purchases the contract services.

2.8 What is the role of market share in reviewing a vertical agreement?

Under French law, the calculation of the market share is crucial and indispensable to assess a vertical agreement and determine whether it shall fall under the EU block exemption regime. It also provides for the market power of the undertaking concerned, which is a key element in assessing an anticompetitive practice.

2.9 What is the role of economic analysis in assessing vertical agreements?

Economic analysis may be used by the *ADLC* notably to compare the effects of the vertical agreement with a scenario which would have happened if the agreement had not been concluded. The undertaking concerned may also use economic studies to demonstrate the efficiencies of the vertical agreement or the absence of damage to the economy.

2.10 What is the role of efficiencies in analysing vertical agreements?

Efficiencies are notably used to demonstrate that although a vertical agreement restrains competition, it can benefit from an individual exemption.

2.11 Are there any special rules for vertical agreements relating to intellectual property and, if so, how does the analysis of such rules differ?

No, there are not.

2.12 Does the enforcer have to demonstrate anticompetitive effects?

The *ADLC* shall not have to demonstrate anticompetitive effects of a restriction which is considered as having an anticompetitive object (for example, retail price maintenance). Otherwise, the anticompetitive effects shall be demonstrated.

2.13 Will enforcers or legal tribunals weigh the harm against potential benefits or efficiencies?

As mentioned in question 2.3, the *ADLC* will determine if the four conditions, including efficiencies, are met in order to determine the application of an individual exemption.

2.14 What other defences are available to allegations that a vertical agreement is anticompetitive?

See questions 2.3, 2.5 and 2.10.

2.15 Have the enforcement authorities issued any formal guidelines regarding vertical agreements?

The *ADLC* relies on the formal guidelines issued by the European Commission for the implementation of the European block exemption.

2.16 How is resale price maintenance treated under the law?

Resale price maintenance shall be considered as being an anticompetitive restriction by object and as such, seen as a hard-core restriction preventing the application of the EU block exemption and Article L. 464-6-1 of the CC.

2.17 How do enforcers and courts examine exclusive dealing claims?

Exclusive dealing clauses in vertical agreements are not forbidden *per se* (except for French overseas territories where those practices are regulated). The *ADLC* and courts shall examine if those clauses have an anticompetitive effect following several criteria: the market power of the parties; the nature and proportion of products involved in the agreement; the duration of the exclusivity; the presence or not of other similar contracts; the existence of justifications and the economic counterpart obtained by the party bound by the exclusivity, etc. If the agreement contains an exclusivity supply provision, the contract term shall be limited to 10 years, pursuant to Article L. 330-1 of the CC.

2.18 How do enforcers and courts examine tying/supplementary obligation claims?

Tying obligations are only examined under the potential abuse of a dominant position, expect in case of evidenced unfair trading practices.

2.19 How do enforcers and courts examine price discrimination claims?

Price discrimination claims are mainly examined under the potential abuse of a dominant position.

2.20 How do enforcers and courts examine loyalty discount claims?

Loyalty discount claims are mainly examined under the prohibition of the abuse of a dominant position.

2.21 How do enforcers and courts examine multi-product or "bundled" discount claims?

Multi-product or "bundled" discount claims are mainly examined under the prohibition of the abuse of a dominant position.

2.22 What other types of vertical restraints are prohibited by the applicable laws?

The *ADLC* highly scrutinises all vertical restraints which have as the object or effect the possibility of monitoring the consumer prices, the various channels of distribution (resale) (including Internet) of the distributor, the sharing of customers, etc.

2.23 How are MFNs treated under the law?

Under Article L. 442-6 II d) of the CC, clause or contracts allowing a party to benefit automatically from more advantageous terms granted to competing undertakings by the co-contracting party are null and void. Thus, MFN clauses are prohibited under French law.

3 Dominant Firms

3.1 At a high level, what is the level of concern over, and scrutiny given to, unilateral conduct (e.g., abuse of dominance)?

Abuse of dominant position is actively scrutinised by the *ADLC* and courts.

3.2 What are the laws governing dominant firms?

Article L. 420-2 of the CC prohibits the abuse of dominant position by an undertaking or group of undertakings when it has as its object of effect the prevention, restriction or distortion of competition. This first paragraph provides a non-exhaustive list of examples, such as: the refusal to sell; tying practices; discriminatory terms of sale; or the termination of established commercial relationships for the sole reason that the partner refuses to accept unjustified commercial terms.

Article L. 420-4 of the CC provides for individual exemptions providing the undertaking concerned demonstrates the economic efficiency of the practice and the fair share of the benefits of the practice to the consumers.

3.3 What is the analytical framework for defining a market in dominant firm cases?

The *ADLC* uses the analytical framework used by the European Commission and provided by the EU law. See question 2.6.

3.4 What is the market share threshold for enforcers or a court to consider a firm as dominant or a monopolist?

Under French law, there is no market share threshold above which enforcers or a court has to consider a firm as dominant or a monopolist. However, the *ADLC* considers that the market shares give a first substantial indication and very large shares, more than 50%, usually evidence dominance.

The *ADLC* may characterise a dominance over 40% and depending on the nature of the market, the market shares of the other competitors, the constraints exerted by other competitors, the type of customers involved (countervailing purchasing power), and the maturity of the market.

3.5 In general, what are the consequences of being adjudged "dominant" or a "monopolist"? Is dominance or monopoly illegal *per se* (or subject to regulation), or are there specific types of conduct that are prohibited?

Being "dominant" is not illegal *per se* and does not have any consequences as long as the undertaking does not abuse its dominant position. However, certain practices must be monitored as soon as the undertaking has a significant market share such as refusal to sell, tying practices, etc.; not only are effective effects scrutinised, but also potential effects.

3.6 What is the role of economic analysis in assessing market dominance?

Economic analysis shall be used as a useful and efficient tool to assess the market dominance and notably to define the product and geographic relevant markets, to determine the methodology of calculation of the market shares, to define the degree of actual competition, the potential competitors and the potential or actual countervailing buying power of the customers.

3.7 What is the role of market share in assessing market dominance?

The market shares play a key role in assessing market dominance, as we can see in question 3.4.

3.8 What defences are available to allegations that a firm is abusing its dominance or market power?

Article L. 420-4 of the CC provides for exemptions to the prohibition of abuse of dominant position such as:

- the practices resulting from the application of statute or regulation; and
- the practices gathering the following cumulative criteria: i) the practices lead to an economic progress including by creating or maintaining jobs; ii) it reserves a fair share of the resulting profit to end-users; iii) it does not eliminate competition for a substantial part of the products in question; and iv) it does not include restrictions which go beyond what is indispensable to achieve the economic progress targeted.

3.9 What is the role of efficiencies in analysing dominant firm behaviour?

See question 3.8.

3.10 Do the governing laws apply to "collective" dominance?

The law also applies to "collective" dominance under Article L. 420-2 of the CC. The *ADLC* examines three cumulative criteria provided by the EU case law (e.g. TPICE, T-342/99, *Airtours v Commission*; Cons. Conc. decision n°06-D-02), i.e.: i) transparency of the market, meaning that each member of the group concerned must have the possibility to know the behaviour of the other members in order to define if they follow the same course of action; ii) the possibility

of a tacit and sustainable coordination; and iii) the absence of foreseeable contestability from competitors and customers on the expected results of the common policy.

The undertakings must be able to adopt a common policy on the market and to act to a considerable extent independently from their competitors, their customers, and from consumers (CJCE, 16 March 2000, C-395/96 P, *Compagnie Maritime Belge Transports SA v Commission*). Collective dominance does not necessarily involve an absence of competition between parties (TPICE, 30 September 2003, T-191/98, *Atlantic Container Line v Commission*).

3.11 How do the laws in your jurisdiction apply to dominant purchasers?

French law applies similarly to both dominant purchasers and dominant suppliers.

3.12 What counts as abuse of dominance or exclusionary or anticompetitive conduct?

Potentially abusive conduct which falls under the scope of Article L. 420-2 of the CC includes, among others: rebate schemes; pricing discrimination; exclusive dealings; margin squeezes; disparagement; predatory pricing; tying and bundling practices; and use on a competitive market of advantages derived from a legal monopoly.

Furthermore, as per Article 102 TFEU, abusive conduct may constitute in "*directly or indirectly imposing unfair purchase or selling prices or other unfair trading conditions*"; "*applying dissimilar conditions to equivalent transactions with other trading parties, thereby placing them at a competitive disadvantage*"; "*limiting production, markets or technical development to the prejudice of consumers*"; and "*making the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts*".

3.13 What is the role of intellectual property in analysing dominant firm behaviour?

Intellectual property ("IP") can play a role in analysing dominant firm behaviours. The use of IP rights from an undertaking can be abusive when this one has a dominant position. For instance, the refusal to treat or to grant a licence can be considered abusive, in particular if the IP right is classified as an essential facility. Nevertheless, the possession of a patent or any other intellectual property rights does not necessarily give the firm a dominant position.

3.14 Do enforcers and/or legal tribunals consider "direct effects" evidence of market power?

Direct effects evidence is not really relevant under French law.

3.15 How is "platform dominance" assessed in your jurisdiction?

To date, no specific case law may be used to support the way platform dominance is analysed. However, it is certain that the multi-sides markets on which an actor can play over the customers via a dominant platform may have an impact on the market power of the undertaking concerned. The judgment of the *Cour de Cassation* dated 6 December 2016, confirming the decision of the *PCA* dated 12 May 2016, illustrates the complexity of determining the platform's relevant market and thus the platform dominance. The event-driven online sales market could not be identified since the actors are direct competitors with other suppliers, offline and online, who organise or also make flash sales. Therefore, the dominant position of "vente-privée.com" could not be evidenced.

3.16 Under what circumstances are refusals to deal considered anticompetitive?

Refusals to deal are not prohibited *per se*. Nevertheless, in certain circumstances, they may be considered as anticompetitive when the undertaking concerned is in a dominant position. Concerning refusal to sell, three cumulative criteria have to be gathered in order to determine whether the refusal to access or to supply the product is abusive or not: i) the essential character of the product of which access is refused; ii) the effect on the competition; and iii) the innovative nature of the product (Aut. Conc. n° 12-D-01, 10 January 2012).

4 Miscellaneous

4.1 Please describe and comment on anything unique to your jurisdiction (or not covered above) with regards to vertical agreements and dominant firms.

This is not applicable.

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The founding partner of HLG Avocats Law Firm, Helen is specialised in competition law, distribution law and contract law. Helen has acquired significant international experience through her positions as both in-house and outside legal counsel. Helen holds a Ph.D. in French Law from the University of Paris 1 Panthéon-Sorbonne, for which she received the highest distinction with congratulations of the jury. She is a former member of the Paris Bar and she is currently a member of the Marseille Bar.

Helen has also worked as in-house counsel in the pharmaceutical industry and contributed to the setting up of a wholesalers' network in a strictly regulated environment.

She regularly advises international firms in their development of franchise networks in France.

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HLG Avocats is a French independent law firm specialised in competition, distribution, consumer law and contract law, and advises clients throughout the development of their contractual relationships with suppliers or distributors.

HLG Avocats has an extensive experience of French and international environments, and is able to work with small businesses and larger companies, in terms of B2B and B2C relationships. In particular, the firm advises and assists clients in the redaction and the negotiation of business contracts (franchise agreements, commercial agency agreements, pre-contractual information document, general conditions of sales, etc.). Our law firm also has extensive experience in French and European competition law, such as anti-competitive practices, merger filings, or unfair competition law.

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