

**UFR LLCE – département EAA**  
MASTER 2 Traduction Interprétation  
TRADUCTION ANGLAISE SPECIALISEE  
ITINERAIRE JURIDIQUE ET ECONOMIQUE  
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**Ouvrage(s) autorisé(s) : non**  
**Langue de rédaction : français**

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#### **Article 4 - DISTRIBUTOR'S OBLIGATIONS**

4.1 DISTRIBUTOR shall make its best efforts to actively promote, market, advertise and sell the Products in the Territory.

DISTRIBUTOR will, at all times, act in a fair and loyal manner towards the Manufacturer.

4.2 DISTRIBUTOR shall, in particular:

- allocate and maintain the necessary resources and competent personnel to promote and sell the Products;
- store, in its own warehouse, at its own expense, in a clean, dry and secure environment, a stock of Products for the Territory, as provided in article 9 below; [...]

#### **Article 5. Termination**

Should a Party fail to comply with any of its obligations under this Agreement, the other Party may, where applicable, terminate this Agreement early.

Such termination will take effect, automatically, fifteen (15) days after a formal demand sent to the defaulting Party by registered letter with acknowledgement of receipt has proved unfruitful.

Furthermore, either of the Parties will also be entitled to terminate the Agreement with immediate effect, without incurring any liability to the other Party, by registered letter with acknowledgement of receipt, if the other Party should change control within the meaning of Article L.233-3 of the French Commercial Code (*Code de commerce*).

#### **Article 6. Compliance with the applicable Laws and Regulations**

The Parties undertake to comply with their respective legal and regulatory obligations.