



International Distribution Institute

**Choosing the applicable law in commercial
agency agreements:
finding the balance between freedom of contract
and protection of the weaker party?**

Silvia Bortolotti

BBM Partners

Buffa Bortolotti & Mathis, Torino

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Freedom to choose the applicable law
in international contracts

v.

Internationally mandatory rules
overriding mandatory provisions (Rome I)

Rules protecting commercial agents:

Middle East (e.g. Lebanon, Qatar, United Arab Emirates)

South America (e.g. Brazil)

Europe (e.g. European Union, Switzerland)

Africa (e.g. OHADA countries)

Are those rules only mandatory or internationally mandatory?

European Union

- Ingmar case (ECJ November 9, 2000 - Case C-381/98)
- Unamar case (ECJ May 15, 2013 - Case C-184/12)
- Definition in Article 9.1 Reg. 598/2008 (Rome I):

Overriding mandatory provisions are provisions the respect for which is regarded as crucial by a country for safeguarding its public interests, such as its political, social or economic organisation, to such an extent that they are applicable to any situation falling within their scope, irrespective of the law otherwise applicable to the contract under this Regulation.

Territorial application



Jurisdiction and Arbitration

Can the application of those rules be avoided by a choice of forum clause?

Do internationally mandatory rules make the dispute not arbitrable?



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**Thank you for your kind
attention!**

Silvia Bortolotti
s.bortolotti@bbmpartners.com

BBM Partners
Buffa, Bortolotti & Mathis
Torino