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International Distribution Institute



# **IDI CONFERENCE 2025**

Torino, 6 - 7 June 2025

**THE USE AND PROTECTION OF TRADEMARKS  
IN DISTRIBUTION AND FRANCHISE NETWORKS  
THE USE OF ARTIFICIAL INTELLIGENCE (AI)  
NEW PLAYERS IN ONLINE DISTRIBUTION  
THE RECALL OF PRODUCTS**



The trademark is an essential component of almost all sales networks, and particularly those characterized by the image of the products and/or services sold, like franchising and selective distribution, identified by a brand which is capable of promoting their awareness by consumers. This brings brand owners/suppliers to invest considerable resources in promoting and protecting their trademarks worldwide, by establishing a strict control over the use of their trademarks by third parties, including members of their distribution network.

However, in several jurisdictions IP rules (e.g. the principle of exhaustion) and antitrust rules prevent the brand owners from imposing certain restrictions upon the members of their network.

The Friday session of the 2025 IDI Annual conference will be devoted to: (i) the use of the trademark (morning session) and possible restrictions imposed by the supplier/franchisor (brand owner) upon the members of the system; and (ii) the protection of the trademark (afternoon session) either against possible members of the network (e.g. distributors, who have registered the supplier's trademark in a given country), or against third parties (free riders).

The Saturday workshops will address a number of new issues together with "old" issues which are still of great importance in distribution networks.

Namely, the first workshop will deal with Artificial Intelligence (AI): the use of AI in franchise and distribution systems, the legal issues involved, the relevant risks and liabilities and the contractual solutions. The second workshop will deal with "new players" in online distribution, such as: intermediaries who manage customers' database for online promotion, influencers, personal shoppers, aggregators: to what extent those intermediaries can be regarded as "commercial agents" and be granted a legal protection (e.g. goodwill indemnity)? Finally, the third workshop will deal with the impact of product recalls in distribution and franchise networks (in case of problems of products safety, consumer protection rules, violation of trademarks etc.). Such situation can be very critical from both sides (the supplier and the distributor/master/franchisee): what strategies and contractual solutions can be implemented? How to face and manage the recall?

**Friday 6 June 2025**

**9:00 - 17:00**

<b>MORNING SESSION</b>	
<b>CHAIR</b>	<b>Fabio Bortolotti</b> , Buffa Bortolotti & Mathis, Turin; Chair IDI
08:30-09:00	<b>Registration</b>
09:00-09:20	<b>Welcome and website presentation</b> <b>Fabio Bortolotti</b> , Buffa Bortolotti & Mathis, Turin; Chair IDI, IDI country expert for agency, distribution and franchising in Italy <b>Silvia Bortolotti</b> , Buffa Bortolotti & Mathis, Turin; Vice-Chair and Secretary General IDI, IDI country expert for agency, distribution and franchising in Italy <b>Massimiliano Camellini</b> , General Counsel at Max Mara, Reggio Emilia; IDI Members Representative <b>Federico Rizzo</b> , General Counsel at Diadora S.p.A., Caerano di San Marco (TV); IDI Board Member
09:20-09:30	<b>Introduction: Fabio Bortolotti</b> , Buffa Bortolotti & Mathis, Turin; Chair IDI, IDI country expert for Italy. The trend to extend branding to products previously sold in bulk or without advertising through a trademark. The changed role of the retailer in selecting its suppliers, influenced more by the brand than by quality of the product.
09:30-09:50	<b>What IP rights apply can be granted to franchisees/distributors</b> Intellectual property rights, such as in particular trade marks (registered and unregistered), trade names, trade dress, copyright and know-how, are an essential element of distribution and franchise agreements. This introductory session aims at exploring their uses, what agreements should be used and what provisions/processes can be implemented to ensure that the franchisor's/distributor's brand and know-how is protected and correctly used by franchisees/distributors. <b>John Pratt</b> , Hamilton Pratt, Warwick; IDI country expert for franchising in the UK <b>Flaminia Rezzonico</b> , General Counsel at Mail Boxes Etc., Milan
09:50-10:20	<b>DISCUSSION PANEL: Allowing the distributor to use the trademark for promoting the products</b> In certain jurisdictions, brand owners include trademark license clauses in their distribution contracts, in order to allow the distributor to advertise the products in the framework of its

	<p>distribution activity. In other jurisdictions (e.g. in the EU countries), based on the application of the principle of trademark exhaustion, the reseller is entitled to promote the supplier's products, without the need to be provided any trademark license. However, even in EU countries, depending on the specific rights and obligations provided for in the contract, it may be necessary to grant a specific trademark license to the distributor or franchisee (e.g. for the use of the trademark as insignia in a franchise shop or in an online platform). Moreover, a trademark licence can be used as a means for defining in more detail the ambit of the distributor's right to use the supplier's trademark. This different approach can be relevant considering that in certain jurisdictions a license agreement shall be registered at the IP Authority and also considering possible royalties provided as a consideration for granting the license. The speakers will explain in which circumstances and to what extent, pursuant to the law and case-law of their respective countries, it is necessary or customary to grant a trademark license right to the distributor or franchisee, in order to allow it to advertise and promote the products.</p> <p><b>Chair: Marco Venturello</b>, Venturello e Bottarini Avvocati, Turin</p> <p><b>Lisette Bieleveld</b>, Van Doorne, Amsterdam</p> <p><b>Susan Meyer</b>, UB Greensfelder, Chicago</p> <p><b>Melissa Murray</b>, Bird &amp; Bird LLP, Dubai</p>
10:20-10:30	<b>Discussion</b>
10:30-11:00	<b>Coffee break</b>
11:00-11:30	<p><b>DISCUSSION PANEL: Restricting the right to use of the trademark in online sales' promotion</b></p> <p>The Guess Decision of the EU Commission (D. 40428 of 17/12/2018, which was based on the application of Reg. 330/2010) regarding the restriction of use of the supplier's trademark as Google Adword, imposed by Guess to its selective distributors, as a "restriction by object". The new EU VBER (namely, Article 4.1(e)(ii) of Regulation 720/2022) seems to follow a less restrictive approach, allowing "restrictions of online advertising that do not have the object of preventing the use of an entire online advertising channel". The speakers will discuss about "do and don't" in imposing restrictions to the members of distribution or franchise networks, regarding online advertising (not only limited to the use of Adwords, but also considering other advertising tools) in the framework of the new VBER.</p> <p><b>Chair: Frédéric Fournier</b>, Redlink, Paris</p> <p><b>Paul Bridgeland</b>, DG Competition at the European Commission, Brussels</p> <p><b>Sara Citterio</b>, General Counsel at Trussardi, Milan</p> <p><b>Anastasia Dritsa</b>, Kyriakides Georgopoulos Law Firm, Athens; IDI Expert for distribution in Greece</p>
11:30-11:40	<b>Discussion</b>
11:40-12:10	<p><b>DISCUSSION PANEL: Creating online policies for the distributor's/franchisee's website and for the use of social media</b></p> <p>A strategy that is being used more and more frequently is to allow promotion and sales via the Internet by distributors and franchisees, but to make it subject to compliance with specific rules, aimed at ensuring uniformity within the network and the protection of the brand image. The speakers will focus in particular on the sales through distributors/franchisees websites as well as on the promotion via social media and will discuss specific examples of clauses used in various sectors.</p> <p><b>Chair: Ercüment Erdem</b>, Erdem &amp; Erdem, Istanbul; IDI country expert for distribution and agency in Turkey.</p> <p><b>Dominic Hui</b>, Ribeiro Hui, Shanghai</p> <p><b>Iain Irvine</b>, Vardon Legal, Adelaide</p> <p><b>Melanie Käser</b>, Streichenberg Attorneys, Zurich; IDI country expert for franchising in Switzerland</p>
12:10-12:20	<b>Discussion</b>
12:20-12:50	<b>DISCUSSION PANEL: Restricting online sales and sales through platforms and aggregators in franchised coffee shops and restaurants</b>

	<p>Article 4.1(e) of Regulation 720/2022 considers a hardcore restriction “the prevention of the effective use of the internet by the buyer or its customers to sell the contract goods or services (..)”. Selling online for a restaurant or a coffee shop franchise concept means that the franchisee should set-up a delivery platform or use a third party’s platform (aggregator). Such activity is substantially different from the concept and rights granted by the franchisor (i.e. providing food and services within the premises of the restaurant or coffee shop). Based on the abovementioned reasoning, in principle a total ban on online sales imposed to the franchisee should be allowed, notwithstanding the provision mentioned above. Is this really not an issue? The panellists will address this issue also from a practical/strategical perspective, in comparison with strategies implemented in a non-EU country.</p> <p><b>Chair: Federico Rizzo</b>, General Counsel at Diadora S.p.A., Caerano di San Marco (TV); IDI Board Member</p> <p><b>Paul Bridgeland</b>, DG Competition at the European Commission, Brussels</p> <p><b>Martine de Koning</b>, Kennedy Van der Laan, Amsterdam</p> <p><b>Beata Krakus</b>, UB Greensfelder, Chicago; IDI country expert for franchising in the USA</p>
12:50-13:00	<b>Discussion</b>
13:00-14:30	<b>Lunch</b>

<b>AFTERNOON SESSION</b>	
<b>CHAIR</b>	<b>Fabio Bortolotti</b> , Buffa Bortolotti & Mathis, Turin; Chair IDI
14:30-15:00	<p><b>DISCUSSION PANEL: Expanding in a country without protecting the trademark in distribution contracts</b></p> <p>As legal advisors, we always stress with clients the importance of registering the trademark before entering a new market. However, in practice, there are often situations where suppliers expand in countries without taking such precaution, or even allowing the local distributor to register the trademark and/or the domain name in its own name. How can the supplier remedy this situation during the contract relationship? Are contractual provisions (e.g. providing for a transfer in case of contract termination) sufficient to protect the supplier in those circumstances, or not?</p> <p><b>Chair: Nicole Van Crombrughe</b>, Faber Inter Legal, Bruxelles; IDI country expert for agency in Belgium</p> <p><b>Stephan Jäger</b>, Jäger Heintel, Munich; IDI country expert for agency and distribution in Saudi Arabia</p> <p><b>Federico Pogliani</b>, Legal counsel, Pirelli, Milan</p> <p><b>José Carlos Vaz e Dias</b>, Vaz E Dias Advogados Associados, Rio de Janeiro; IDI country expert for distribution in Brazil</p>
15:00-15:10	<b>Discussion</b>
15:10-15:40	<p><b>DISCUSSION PANEL: Expanding the franchising network in a country where the trademark cannot be registered</b></p> <p>In the context of a franchise agreement, pursuant to several disclosure laws, the franchisor is under the obligation to inform the prospective (master) franchisee about the existence of a valid trademark registration, license, or trademark right based on previous use, in the franchisee’s jurisdiction. In such context, the franchise agreement may also include a protection of the franchisee against possible claims by third parties, challenging the validity or effectiveness of the franchisor’s trademark in the country. How would a franchisor face a situation where the trademark cannot be registered in the franchisee’s country (e.g. due to a previous registration of a similar trademark by third parties)? What would be the position of the (master) franchisee in this case?</p> <p><b>Chair: Tessa de Mönnink</b>, Parker Advocaten B.V., Amsterdam, IDI country expert for franchising in the Netherlands</p> <p><b>Ron Gardner</b>, Dady &amp; Gardner P.A., Minneapolis; IDI country expert for franchising in the USA</p> <p><b>John Sotos</b>, Sotos LLP, Toronto; IDI country expert for distribution in Canada</p>

	<b>Kentaro Tanaka</b> , TMI Associates, Tokyo; IDI country expert for agency, distribution and franchising in Japan
15:40-15:50	<b>Discussion</b>
15:50-16:20	<b>Coffee break</b>
16:20-16:50	<p><b>DISCUSSION PANEL: Using the trademark as a protection from free riders</b></p> <p>According to a well-established EU case-law on IP rules, as an exception to the principle of exhaustion of the trademark, a trademark owner - under certain circumstances (e.g. having and managing a selective distribution network and selling luxury products) can challenge the commercialization of a good by a third party (so called “free rider”), due to “legitimate reasons”, i.e. in case of harm to the reputation of the trademark and unfair advantage by the seller (see judgements ECJ C-59/08 of 23/04/2009, Copad/Christian Dior; ECJ C-63/97 of 23/02/1999, BMW; ECJ C-337/95 of 04/11/1997, Christian Dior/Evora). This approach has been followed also by domestic courts in certain countries and may therefore represent an effective protection against free riders. The speakers will exchange views and experiences based on the case-law developed in their respective jurisdictions.</p> <p><b>Chair: Peter Gregersen</b>, Aumento, Copenhagen; IDI country expert for agency and distribution in Denmark</p> <p><b>Silvia Bortolotti</b>, Buffa Bortolotti &amp; Mathis, Turin; Vice-Chair and Secretary General IDI, IDI country expert for agency, distribution and franchising in Italy</p> <p><b>Stella Padovani</b>, in-house IP&amp;BP Senior Manager at AICIPI Vice-President, Milan</p> <p><b>Benedikt Rohrsen</b>, Taylor Wessing, Munich; IDI country expert for distribution in Germany</p>
16:50-17:00	<b>Discussion</b>

## IDI General Meeting

**17:00 - 18:30**

At this general meeting, to which non-members are also invited, the officers of IDI will inform the members about the current situation of the Association, the results achieved in 2024 and the plans for the following years.

The participants will be kindly invited to share their views and opinions about the activity of IDI and make suggestions for the future.

Workshops Session

09:30 – 14:30

Workshop 1: Artificial Intelligence in distribution and franchise networks

Artificial Intelligence (AI) is becoming part of any business in almost all sectors. Manufacturers and franchisors use AI in several fields of their business, such as production, product development; management, marketing, customer service, management of inventories, logistics and training. This use of AI has important implications for not just the manufacturer and franchisor, but also for distributors and franchisees. These implications include compliance obligations, ownership rights, data protection and privacy, antitrust and product liability. This workshop will address such topics from the perspective of different jurisdictions, where regulations have been or are in the process of being enacted, and will also try to develop solutions and contractual strategies for addressing these risks associated with AI.

<b>CHAIR</b>	<b>Silvia Bortolotti</b> , Buffa Bortolotti & Mathis, Turin; Vice-Chair and Secretary General IDI, IDI country expert for agency, distribution and franchising in Italy
09:30-09:50	<p><b>Definition of Artificial Intelligence</b></p> <p>Pursuant to ISO/IEC 22989:2022, Artificial intelligence is defined as: “a technical and scientific field devoted to the engineered system that generates outputs such as content, forecasts, recommendations or decisions for a given set of human-defined objectives”. But what is AI? How does it work? What types of AI are available? What is generative AI?</p> <p><b>Marco Hero</b>, Schiedermaier Rechtsanwälte, Frankfurt am Main; IDI Board Member, IDI country expert for franchising in Germany</p>
09:50-10:40	<p><b>Legislation concerning AI: an overview worldwide</b></p> <p>The EU Regulation 2024/1689 of 13/06/2024 provides for compliance rules applicable to AI, i.e. establish certain requirements that must be followed in order to introduce AI (or a product including AI) within the European Union. Other countries have also regulated AI or are in the process of issuing regulations addressing the use of AI. The speakers will explain these regulations in their respective jurisdictions. In addition, at these very early stages of legal regulations, with still very little or no case law at all, the speakers will propose some ideas “and tips” to include some clauses in the contracts, that may help to protect the franchisor in his relationship with the franchisees, and each of those, in their commercial relationship with their providers and with their final clients.</p> <p><b>Chair: Silvia Bortolotti</b>, Buffa Bortolotti &amp; Mathis, Turin; Vice-Chair and Secretary General IDI, IDI country expert for agency, distribution and franchising in Italy</p> <p><b>BRAZIL: Luciana Bassani</b>, Gameleira, Pelagio, Fabiao e Bassani, Rio de Janeiro; IDI country expert for franchising in Brazil</p> <p><b>CANADA: Peter Snell</b>, Cassels Brock &amp; Blackwell LLP, Vancouver</p> <p><b>CHILE: Cristóbal Porzio</b>, Porzio, Rios, Garcia &amp; Asociados, Santiago; IDI Country Experts Representative, IDI country expert for distribution in Chile</p> <p><b>CHINA: Alina Quach</b>, Asialians, Paris – Beijing; IDI country expert for agency and distribution in China</p> <p><b>EU: Francesca Hennig-Possenti</b>, AI and Data Senior Legal Counsel at John Deere, Mannheim</p> <p><b>USA: Alan Greenfield</b>, Greenberg Traurig, LLP, Aspen</p>
10:40-10:50	<b>Discussion</b>
10:50-11:20	<b>Coffee break</b>
11:20-11:40	<p><b>The use of AI in a franchise system</b></p> <p>How is AI actually used and integrated in the management and operation of a franchise system and what are the main concerns from the perspective of an in-house counsel of a franchisor working worldwide? This session aims at analysing how effectively AI is integrated and used in the day-by-day business (e.g. management, marketing, customer service, training) and what are the most relevant concerns arising out of such use.</p> <p><b>Annemiek Meijvogel</b>, Head of Legal Franchise at IKEA, Delft</p>

11:40-11:50	<b>Discussion</b>
11:50-12:30	<p><b>DISCUSSION PANEL: Legal issues when using AI: strategies and solutions</b></p> <p>Focusing on the risks involved for users of AI, the main concerns usually include liability for lack of compliance with the rules on AI applicable to products which integrate AI and implications on the application of other rules, such as for instance product liability or rules on safety of products; data protection and privacy rules applicable to the management of data by using the AI; antitrust rules applicable to AI systems operating on product or service pricing; rules protecting consumers; etc. The panellists will address these typical critical issues and attempt to provide solutions, although in an ever-changing context.</p> <p><b>Chair Marco Hero</b>, Schiedermaier Rechtsanwälte, Frankfurt am Main; IDI Board Member, IDI country expert for franchising in Germany</p> <p><b>Andrew Beilfuss</b>, Quarles &amp; Brady LLP, Naples</p> <p><b>Francesca Hennig-Possenti</b>, AI and Data Senior Legal Counsel at John Deere, Mannheim</p> <p><b>Alina Quach</b>, Asiallans, Paris – Beijing; IDI Country expert for agency and distribution in China</p>
12:30-13:00	<b>Discussion</b>
13:00-14:30	<b>Lunch</b>

## Workshop 2: New players in online distribution

This workshop aims to analyze new methods of promotional and sale activity such as influencers, personal shoppers, aggregators, intermediaries performing their activity only online etc. The speakers and panelists will explore the evolution of those new roles in different areas of the world; moreover, they will evaluate and compare the legal qualification and the applicable rules, if any, depending on the specific case and the activity carried out (e.g. whether and under what conditions certain online intermediation activities may fall under the rules provided for in certain jurisdictions to protect commercial agents). Finally, they will discuss about possible challenges posed by the recourse of online aggregators by members of the distribution networks.

<b>CHAIR</b>	<b>Olga Szejnert-Roszak</b> , SWKS Szejnert, Winnicka, Kowalczyk, Sosnowska, Warsaw; IDI country expert for agency and distribution in Poland
09:30-10:00	<p><b>Can new modalities of negotiations fall under the notion of commercial agency?</b></p> <p>Alongside traditional face-to-face negotiation, new methods of ‘distance’ promotion/negotiation have developed: for example, through telemarketing, telesales activities, but also through online promotion of contracts for the sale of goods. Intermediaries often use, for their customer research and promotional activity, customer’s lists and databases, either purchased by the intermediary itself and/or supplied by the principal. In other contexts (e.g. food and beverage sector/grocery chains) the agent carries out promotional activity without being directly involved with the placing of orders. The question then arises as to whether an agency relationship can be established where the negotiation takes place exclusively at “a distance” or where the agent acquires clients through databases and/or no longer forwards the orders to the principal. The panel will discuss how Courts have addressed these issues in their respective jurisdictions.</p> <p><b>Gustav Breiter</b>, Viehbock, Breiter, Schenk, Nau &amp; Linder, Vienna; IDI country expert for agency and distribution in Austria</p> <p><b>Henrik Renner Fredriksen</b>, SGB AS, Oslo; IDI Country expert for franchising in Norway</p>
10:00-10:10	<b>Discussion</b>
10:10-10:40	<p><b>Can influencers be regarded as commercial agents?</b></p> <p>For some time now, the activity of the influencer has been brought to the attention of judges and public authorities in various countries, mainly to ensure transparency for consumers about any fees paid by brand owners for advertising and promotional purposes. More recently, however, there have been rulings in some countries that, in certain situations, have legally framed the influencer as a commercial agent, with the consequence of granting the influencer the protection guaranteed to agents, in terms of, for example, goodwill indemnity. The speakers will discuss the cases examined in case law in their respective jurisdictions.</p> <p><b>Dr. Raimond Emde</b>, GvW Graf von Westphalen, Hamburg; IDI country expert for agency in Germany</p> <p><b>Mariaelena Giorcelli</b>, Buffa Bortolotti &amp; Mathis, Turin</p>

10:40-10:50	<b>Discussion</b>
10:50-11:20	<b>Coffee break</b>
11:20-11:50	<p><b>DISCUSSION PANEL: New actors in online intermediation/promotion</b></p> <p>The speakers will examine and analyse the legal framework and essential elements of some latest business models: (i) live streaming shopping platforms and the relationship between the seller, the platform and the streamer; (ii) the role of online mandataire à l'achat/purchasing agents, online personal shoppers. The impact on the supplier's distribution network and possible restrictions of sales to such figures. The next frontier: AI agents.</p> <p><b>Chair: Juan Carlos Uribe</b>, Triana, Uribe &amp; Michelsen, Bogotá; IDI country expert for franchising in Colombia</p> <p><b>Yixian Chen</b>, Jones &amp; Co., Toronto</p> <p><b>Frédéric Coulon</b>, Bignon Lebray, Paris</p>
11:50-12:00	<b>Discussion</b>
12:00-12:30	<p><b>DISCUSSION PANEL: Online Aggregators</b></p> <p>Aggregator business models are experiencing a moment of great success. An online aggregator provides, under its own identifying brand, various services for product placement, promotional, advertising and marketing activity to brands owners, retailers, online merchants, who pay the aggregator a compensation for referring buyers to their e-commerce website. Aggregators' platforms are known by buyers, mainly consumers, to gather and organize product information from multiple online stores by utilizing web scraping techniques or by acquiring or establishing partnerships with retailers acquiring brands. These data are then organized and presented in a standardised format on the aggregator's platform allowing easy product discovery (by filtering the search for brand, price, trends, condition of the product, better deals etc.) and once the buyer has selected the product it readdresses the buyer to the seller's e-commerce where he can conclude the online purchase. What are the legal issues raised by online aggregators? Can the supplier prevent the members of its distribution network from using aggregators? Would such limitation be regarded as a restriction to online advertising allowed under competition law within the limits of Article 4, (e) (ii)? Are the principles of the Coty case applicable to aggregators?</p> <p><b>Chair: Barend Santen</b>, Loyal, Amsterdam; IDI Country expert for agency in the Netherlands</p> <p><b>Nicola Broadhurst</b>, Stevens &amp; Bolton, Guildford</p> <p><b>Massimiliano Camellini</b>, General Counsel at Max Mara, Reggio Emilia; IDI Members Representative</p> <p><b>Alban Curral</b>, Fidal, Paris</p>
12:30-13:00	<b>Discussion</b>
13:00-14.30	<b>Lunch</b>

### Workshop 3: The impact of product recall in distribution networks

A product recall may take place for various reasons (e.g. unsafe product under an industry regulation, enforcement of consumer protection regulations, infringement of trademarks or other contractual property rights of a competitor, etc.). Inevitably, such circumstances have a very serious impact on the manufacturer and its sales network, requiring coordinated management and cooperation between the various parties involved. This workshop intends to address these issues, focusing on the aspects concerning the distribution and franchise network.

<b>CHAIR</b>	<b>Patrick Rohn</b> , Thouvenin Rechtsanwälte, Zurich; IDI country expert for agency and distribution in Switzerland
09:30-10:00	<p><b>Strategies for facing the risk of product recall for companies selling worldwide</b></p> <p>The risk of a product recall is extremely high for a company that sells its products internationally. The regulations requiring product recalls to protect consumers are increasing and differ from country to country. They require constant updating to stay current on the applicable rules. It is also very important to be able to rely on a company's own sales network and devise a strategy that involves and empowers members in different countries to be able to comply with their local laws and regulations. How can these objectives be effectively achieved?</p>



	<p><b>George Ribeiro</b>, Director, International Business Development at Build-A-Bear Workshop, Inc., London</p> <p><b>Jeffrey A. Brimer</b>, Lexagon, LLC, Denver</p>
10:00-10:10	<b>Discussion</b>
10:10-10:40	<p><b>DISCUSSION PANEL: Discretionality of the decision</b></p> <p>The decision to proceed with a product recall may in certain cases be subject to the total or partial discretion of the party (manufacturer, local distributor/reseller or public authority) that does so. While it is clear that the direct application of (internationally) mandatory rules set out to protect the consumer may leave no room for discretion, there may however be situations that allow different interpretations and, therefore, for more or less prudential choices. This situation can have a negative impact either on the manufacturer or the local distributor/reseller, depending on who is taking the decision. What could be a good contractual strategy for addressing and managing such circumstances?</p> <p><b>Chair: Christophe Rapin</b>, Kellerhals Carrard, Lausanne</p> <p><b>Tina Denso</b>, Brödermann Jahn Rechtsanwaltsgesellschaft, Hamburg</p> <p><b>Sherif el Saadani</b>, Amereller Legal Consultants, Cairo/Dubai/Baghdad</p> <p><b>Luis Reséndiz</b>, Fredrikson &amp; Byron, Minneapolis &amp; Mexico</p>
10:40-10:50	<b>Discussion</b>
10:50-11:20	<b>Coffee break</b>
11:20-11:50	<p><b>DISCUSSION PANEL: Collaboration with the sales network in managing a product recall</b></p> <p>The occurrence of a situation requiring a product recall requires immediate and active cooperation from the sales network, since reaction time is critical to limit (as much as possible) direct and indirect damage, including damage to the brand image. What might be the best strategies, both at the contractual level and at the level of actual management of any critical phase (or litigation) aimed at avoiding, where possible, or managing the recall?</p> <p><b>Chair: Carl Arthur Christiansen</b>, Raeder, Oslo; IDI country expert for agency and distribution in Norway</p> <p><b>Allan Dick</b>, Sotos LLP, Toronto</p> <p><b>Khalid Rehman</b>, Surridge &amp; Beecheno, Karachi; IDI country expert for agency and distribution in Pakistan</p> <p><b>Barbara Terriere</b>, ASTREA, Antwerp; IDI Country expert for distribution in Belgium</p>
11:50-12:00	<b>Discussion</b>
12:00-12:30	<p><b>DISCUSSION PANEL: Managing the product recall with resellers not belonging to the distribution or franchise network</b></p> <p>When the manufacturer is selling in a foreign country to retailers or in any case big customers who do not belong to the manufacturer's distribution network (e.g., supermarkets, department stores), they may be unwilling to accept contractual solutions protecting the manufacturer. Also, possible general conditions of sale or purchase may come into place and may provide “unbalanced” provisions in favour of the seller or of the buyer. What strategies to adopt in these cases?</p> <p><b>Chair: Pedro Da Costa Mendes</b>, Cerejeira Namora Marinho Falcão &amp; Associados, Porto; IDI country expert for agency and distribution in Portugal</p> <p><b>Irene Grassi</b>, COCUZZA, Bologna</p> <p><b>Maja Subic</b>, Senica &amp; Partners, Ljubljana; IDI Country expert for agency and distribution in Slovenia</p> <p><b>Walter van Overbeek</b>, Houthoff, Amsterdam; IDI Country expert for distribution in The Netherlands</p>
12:30-13:00	<b>Discussion</b>
13:00-14:30	<b>Lunch</b>

## Conference Social Events

### Thursday 5 June 2025 - Welcome reception & dinner

**18:00-23:00**

IDI is pleased to offer a **welcome cocktail and buffet dinner** to all the conference attendees.

**Venue:** NH Hotel Santo Stefano

Via Porta Palatina, 19

10122 Torino - Italy

**Conference badges** will be distributed at the cocktail venue **from 18:00 to 20:00**



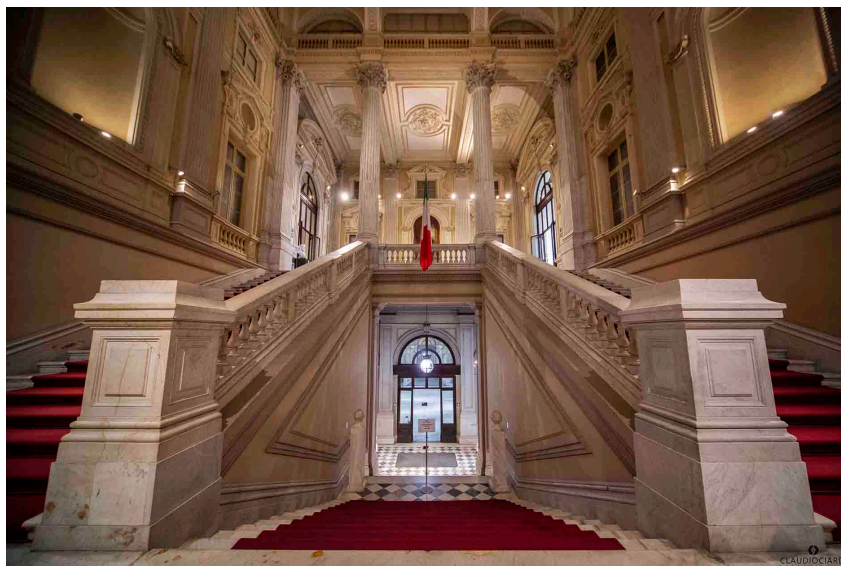
Please, confirm your participation by [selecting the relevant box in the online registration form.](#)

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**Friday 6 June 2025 - Gala Dinner**

**from 20:00**

**Venue:** Museo del Risorgimento Italiano – Palazzo Carignano  
Piazza Carlo Alberto, 8  
10123 Torino, Italy



Reservations should be made at your earliest convenience, due to the limited number of tickets.

We kindly ask you to report any kind of **intolerances or allergies** in the **proper box** of the online registration form.



## Practical Information

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### Conference venue:

NH Santo Stefano Hotel Torino  
Via Porta Palatina, 19  
10122 Torino – Italy

**Language:** English

### Fees:

<b>900€</b>	Non-member
<b>600€</b>	IDI member having a valid subscription at the moment of registration
<b>500€</b>	Any additional participant working in the same premises of the same organisation as the first participant (i.e. having the same address and VAT code)

Please, be aware that **22% VAT will be added** to your payment.

The fee includes the reception/dinner on June 5, coffee breaks, lunches and documentation.

### Discounts:

The IDI conference 2025 is also promoted by AICIPI. Therefore, **AICIPI members are entitled to a 20% discount** on the total amount of registration. The discount code to benefit from this special price will be provided by AICIPI to its members.

### Discount policy:

Please, kindly note that discounts **cannot be cumulated** and can be applied on the **full fee of 900€ only**.

### Gala dinner:

Venue: Museo del Risorgimento Italiano – Palazzo Carignano, Piazza Carlo Alberto 8, 10123 Torino, Italy.

**Fee: 160€** per person.

Please, be aware that **22% VAT will be added** to your payment (**applicable to both Italian and foreign attendees**).

### Continuing Legal Education / Continuing Professional Development Credits:

This conference has been *ex post* accredited by the Turin Bar Association (**Ordine degli Avvocati di Torino**) with 3 credits for each session, for a total of 9 credits. Attendees can request their certificate of attendance at [editorial.board@idiproject.com](mailto:editorial.board@idiproject.com)

### Registration and cancellation: ONLINE REGISTRATION ONLY

**Online registration:** <https://www.idiproject.com/conference-member/>

### Payment:

**Credit card or bank transfer.** After completing the payment, you will receive a confirmation of your registration by e-mail.

For bank transfer payments, the payment should be transferred with no costs to IDI.

NO CHEQUE PAYMENTS WILL BE ACCEPTED

### Cancellation

Cancellations received **by 16 May 2025 (inclusive)**, will be refunded with a 20% deduction from the total amount paid. **No refunds are possible after that date.**

### Hotel Accommodation:

#### NH Santo Stefano Hotel Torino

Please, use the following **link to book your room** at the special rate dedicated to IDI Conference attendees:  
<https://www.nh-hotels.com/en/event/idi-project-srl>

Such special rate will be granted until 5 May, subject to room availability.

Since other events will take place in Turin in the same days of the IDI conference, **we strongly suggest you to book your hotel accommodation at your earliest convenience.**