

## **Abstract of Dissertation**

Title: **Distribution Agreement in the International Business Law**

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Legal Field: **Law**

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1. The dissertation is divided in two parts, the first part is interested in the distribution agreement from the practical and theoretical point of view. Explication of the title distribution agreement is the substantive suppose for the understanding this institute in the field of the international business law.
2. The first part is based on the definitions of the title distribution agreement, legal provisions of each member states of the European Union, comparison and franchising agreement, with which the distribution agreement is compared. This part is divided into the divisions about distribution agreement (A), franchising agreement (B) and comparison of distribution franchising agreement.
3. Division about distribution agreement specified the legal provisions on the distribution according to the legal system of the Czech Republic, EU with the specialization on the article 4 Regulation Rome I, it investigates the rules decisive for the application of the conflicting rules of law – direct method. After that there is the legal analyze of the distribution agreement as the two or more party-legal relationship. There is the analysis of the effects on the distribution agreement according to the parties and third persons with the concrete judgments and examples. There are types of the distribution agreement in this part.
4. Part about the franchising agreement is interested in the arrangement of this agreement in the Czech Republic, according to the EU law with the application specified in the article 4 Regulations Rome I according to the law and legal theory. It is interested in the arrangement of the chosen EU member states. After that there is analysis of the

subjects who have choice of law in the case of distribution agreement, not even only under the valid law, but also under the possibilities. In the case then the subjects do not choose the applicable law, the Regulation Rome I will be applied among the EU member states.

5. The second part of the dissertation is interested in the field of practical application of the distribution agreement, subjects, conditions of the distribution, temporal, territorial competence, laws and obligations of the distributor, producer, payment conditions, transfer conditions, liability for damage, choice of law, defects during distribution and concrete judgments of the Court of the European Union.
6. The second part is divided into two parts under the practical use. There are the practical conditions during the conclusion of the distribution agreement, concentrates on the each belonging of the agreement (A) and on the chosen examples from the judicial praxis of the Court of the European Union and protection of the economic competition (B).
7. First and second part of the dissertation are connected with the economic competition with the specification on the forbidden cartel agreements, vertical contracts and from which permitted block exceptions.
8. Part concentrated on belongings of the distribution agreement is interested in the parts of the distribution contracts, laws and obligations of the producer and distributor. Deals on the liability for defects, damage. And in the last part there are the walls of the goods delivery.
9. Part intended on the practical example represents some examples from the judicial praxis of the Court of the European Union. These examples are concentrated especially on the cartel contracts, breach of the distribution agreement and agreement of the European Union.
10. The dissertation tends to the conclusion, that the best solution it would be draft of the obliged communitarian rules, that would solve the resolve law, competence, jurisdiction of the legal authority in the connection with the distribution agreements not only on the territory of the European Union, but also all over the world. There should be harmonization also in the Czech Republic, that should enact this into the

competent legal regulations (civil, business code), detailed statutes about the distribution agreements. But whereas, that it is improbable, that the states would like to conclude such arrangements, conventions interested in this question, it can be considered for the recommendation for the legal arrangement of the distribution agreement in the Czech Republic and also in other states not only in the EU.