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The Resilience of the Distribution Contract in Times of Crisis

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ABSTRACT

Crises related to the performance of a distribution contract generally include all serious disruptions, breaches, or conflicts that block or hinder the fulfillment of commitments between a supplier and its distributor.

Consequently, these crises impact on the performance of distribution contracts and the continuation of commercial activities, which are undermined by financial and legal constraints.

In this regard, Moroccan companies may face economic, financial, and social-legal difficulties in carrying out their commercial operations (production, distribution, purchasing, resale, etc.) due to disruptions in purchasing and sales operations and the economic dependence of distributors on suppliers for the supply of goods and raw materials necessary for the production of goods.

If proactive measures were put in place to limit the legal impact of these crises on economic actors, two legal mechanisms could enable contracting parties to avoid damages or late payment penalties in the event of non-performance of their obligations, to modify the terms of their contracts, and to classify the crises as a case of force majeure. These are the legal regimes governing unforeseeable events and force majeure.

The purpose of this article is to examine the tools that can help ensure the resilience of distribution contracts during times of crisis to maintain product distribution activities. In this regard, the resilience of distribution contracts during times of crisis requires safeguarding the performance of such contracts by ensuring a steady supply and by having suppliers provide assistance to distributors. This resilience also requires adapting distribution contracts during crises by revising the selling price and renegotiating contractual terms in the event of unforeseeable and onerous circumstances that may hinder the continuation of commercial transactions during crises.

Keywords: Resilience, contract, distribution, performance, adaptation

1. INTRODUCTION

Distribution is a system for marketing products in which the supplier commits to selling the contractual goods or services, directly or indirectly, solely to distributors selected on the basis of defined criteria, and in which these distributors commit not to sell these goods or services to unauthorized distributors (Schönberg, È. 2019).

It is an economic stage that links the stages of production and consumption (Didier F., Nicolas F. 2017)

More specifically, it is a service that consists of the marketing of goods, products, merchandise, and services provided by the distributor.

Product distribution is the result of the Industrial Revolution and economic development. In this sense, mass production called for mass consumption and new sales methods to quickly move product inventory. It encompasses all operations that take place between the production and consumption of products (Nakhli, M. 2021).

Furthermore, economists view distribution as a service provided, on the one hand, to producers by intermediaries tasked with assisting in the marketing of a product or service, and, on the other hand, to consumers by facilitating their access to the good or service (Buy, F., Lamoureux, M., & Roda, J-C., 2019).

In this context, product distribution operators are making significant efforts to ensure the survival of their businesses, the marketing of their products, and the satisfaction of consumer needs. Among these operators are producers and distributors of goods.

During times of crisis, these operators are subject to administrative and economic measures, as well as fluctuations in product and fuel prices, which can lead to trade restrictions, the protection of domestic production, border closures, and disruptions to supply chains.

Consequently, these measures have a detrimental impact on business professionals and on the fulfillment of their product distribution contracts.

The distribution contract is an unclassified contract; it does not appear in the official catalog of Moroccan contract law but has been established through industry practice to address the legal vacuum created by the absence of a specific legal framework for distribution contracts.

In this context, Moroccan companies have faced legal, economic, and social difficulties regarding debt repayment, contract performance, and the maintenance of their commercial operations particularly distribution and production operations. These difficulties give rise to claims for damages and contract termination in the event of non-performance of reciprocal obligations between suppliers and product distributors.

However, while the Moroccan government has implemented measures to alleviate the burden on businesses impacted by the negative effects of crises, two legal mechanisms can enable product distributors to avoid damages or late payment penalties in the event of non-performance, amend the terms of their contracts, and classify crises as cases of force majeure. These are the legal frameworks governing unforeseeable circumstances and force majeure.

In this regard, it seems important to examine, during times of crisis, the resilience of distribution contracts and the ability of product distributors seeking to maintain their business operations during such periods, through a comparative and critical analytical study.

The objective of this article is to examine the tools that can contribute to the resilience of distribution contracts during downturn, with a view to safeguarding the effective performance of the contract.

In this context, I pose the following question: In times of crisis, how can the distribution contract survive while

maintaining its resilience without one party alone bearing the burden of contractual imbalance?

In this sense, the resilience of the distribution contract in times of crisis presupposes that essential obligations continue to be fulfilled to preserve the network and the commercial relationship. It requires that the contract be adaptable when the crisis disrupts its economic balance.

To address this topic, we will examine the following points:

- Protecting the Performance of the Distribution Contract in Times of Crisis (I);
- Adaptation of the distribution contract during times of crisis (II).

2. PROTECTING THE PERFORMANCE OF DISTRIBUTION CONTRACTS IN TIMES OF CRISES

Crises in the performance of a distribution contract generally encompass all serious disruptions, breaches, or conflicts that hinder or impair the fulfillment of obligations between a supplier (or manufacturer) and its distributor (dealer, franchisee, or affiliate).

These crises, which are particularly common in business law, generally range from nonperformance of obligations to unfair conduct and risks associated with the termination of the commercial relationship

Like foot-and-mouth disease, drought, and raw material shortages, the COVID-19 pandemic has severely disrupted the activities of businesses and consumers (C. Guthrie, S. F-Wamba, J. B. Arnaud, 2021).

Furthermore, coupled with low rainfall and rising prices for goods and fuel, these contagious diseases have complicated contractual relationships among producers, distributors, and consumers of goods—particularly regarding the fulfillment of their distribution contracts.

This complication has led to the cancellation of orders, rising prices for agricultural inputs, disruptions in supply and export logistics chains, the suspension of certain activities, and the inability to pay debts and settle payments for goods involved in commercial transactions.

In this context, product distributors have made efforts to ensure the continuation of their activities with minimal losses during crises caused by consecutive periods of drought, when product distribution contracts emerged as a focal point of difficulties, obligations, and rights, caught between the determination of professionals who are constantly seeking the necessary means to maintain and safeguard the fulfillment of their contracts and the government, which implements measures and incentives to overcome economic constraints.

This contract is formed as soon as the parties' intentions converge that is, through the meeting, on the one hand of an offer and, on the other hand, of an acceptance of that offer (Morel Journel, C. 2023).

On the other hand, the concept of a crisis is not the subject of a precise and universally accepted definition; on the contrary, many authors have attempted to formalize it (De Vittoris, R., Cros, S., and Lebrument, N. 2021).

It therefore appears that, during such crises, the fulfillment of product distribution contracts poses a major challenge for economic actors in ensuring the marketing of products and the survival of their businesses.

Overcoming this challenge requires collaboration among professionals, specifically by ensuring a continuous supply (A) and providing technical and commercial assistance (B) to distributors during times of crisis.

2.1 Continuous Supply to the Distributor

Contracts between suppliers and product distributors share a common objective: the distribution of the supplier's products, achieved through the distributor's procurement (Buy, F. Lamoureux, M. Roda, J-C. 2019).

This distribution, which offers consumers local and imported products through the conventional channel, has a positive influence on both prices (economic motivation) and product quality (functional motivation). These local products play a major role in establishing the conventional channel as a key and now legitimate player in the local product supply chain (Dion, 2013).

However, during times of crisis, distributors must have a continuous supply of products and raw materials to ensure the continuation of commercial activities established through long-term contracts.

This supply mechanism requires the supplier to comply with the supply contract with the distributors. This contract is a means by which distributors agree with suppliers on the terms of procurement from the latter. These distributors may commit to purchasing a minimum value of goods or a certain percentage of the total value of the goods subject to -resale; they may also make other commitments, such as purchasing complete product lines and supplying certain distributors

authorized by the supplier with products in areas where the supplier's goods are distributed on an exclusive basis. In this case, the distributor acts as a stock-keeping wholesaler, conducting primary and secondary sales to independent resellers and the supplier's salaried sales staff.

Conversely, the supplier is free to supply other distributors in areas determined by the sectoral division of the products' distribution.

Conversely, the supplier must not unilaterally terminate or modify the contract due to the emergence of difficulties or crises disrupting the distributor's business operations. The supplier must continue to supply goods to its distributor in sufficient quantity and quality, avoiding an abrupt or abusive termination of commercial relations, to ensure the resilience of the product distribution contract during times of crisis.

In this regard, a shortage of product inventory can also lead to a halt in business operations, and a shortage of raw materials can similarly hinder the production of goods. Such a shortage may be total or partial, particularly in the event of a significant and sustained decline in orders or a refusal to fulfill orders in a specific geographic area (Dissaux, N. Loir, R. 2017).

Furthermore, if the distribution agreement contains an exclusive distribution and supply clause, the supplier must ensure the territorial organization of product supplies to protect the common interest of the agreement during times of crisis.

The supplier must supply its distributor in accordance with the contractual terms. If the supplier has imposed a minimum sales target on his distributor under a performance clause, it must often supply its distributor with the new product as soon as it is launched on the market, since failure to deliver the new product may cause the distributor harm or a loss of profit compared to competing distributors who have benefited from selling the new product (Malaurie-Vignal, M. 2018). Failure to fulfill this obligation may be subject to penalties under general law.

Furthermore, the supplier must guarantee a supply of sufficient quality and quantity to ensure coverage of the areas where commercial transactions involving the product take place. In the case of food distribution, pursuant to Moroccan Law No. 28-07 on food safety, the supplier is also responsible for the safety of food products. In this regard, the supplier may be sued for misrepresentation of product quality committed by its franchisee if it supplies its distributor with products that do not comply with regulations and food labeling requirements (pursuant to Decree No. 2-12-389 of April 22, 2013, establishing the conditions and procedures for the labeling of food products) and non-food products.

Conversely, the network supplier must ensure compliance within the product distribution network and may sanction including by terminating the distribution contract any distributor who fails to uphold the network's brand image or who engages in parallel imports outside the network, thereby committing acts of unfair competition (Malaurie-Vignal, M. 2018).

The desire to preserve the brand image of the distributed products may justify a ban on reselling at predatory prices, or a ban on reselling to third- s outside the network. In this context, the network head may be held liable if it fails to enforce network policies by monitoring parallel resales (Malaurie-Vignal, M. 2018) and resales at a loss.

In this context, failure to fulfill supply obligations may be penalized by an award of damages and termination of the contract at the supplier's fault.

In this regard, pursuant to Article 1221 of the French Civil Code, the distributor may seek specific performance. The distributor may also seek termination of the contract with damages in the event of a sufficiently serious breach of the distribution contract by the supplier (Article 1224 of the French Civil Code). However, the distributor often seeks to maintain its market position without seeking specific performance of the distribution contract which creates the distributor's economic dependence on the supplier particularly during times of crisis that require collaboration and coordination to facilitate and safeguard the performance of the contract.

For this reason, during economic crises, the requirement for a continuous supply of products and raw materials obligates the distributor to source from its supplier while respecting the sales territory and the terms of sale and supply.

Generally, distributors and suppliers have reciprocal obligations; compliance with these obligations will facilitate the performance of their contracts and the continuation of their operations, especially during times of crisis, which require extensive collaboration and assistance to overcome all constraints arising beyond the control of the parties involved.

In this regard, the distributor must be protected against the interruption of its supply of goods due to unforeseen crises, which calls for commercial, and cooperation in the performance of the contract in good faith, pursuant to Article 231 of the Moroccan Code of Obligations and Contracts.

On the other hand, regarding the supply of goods to distributors, the contract may impose certain obligations on the distributor, such as the obligation to maintain a minimum inventory, to meet sales targets or quotas, or to have premises authorized or approved by the competent authority. In this regard, failure to comply with quota and minimum purchase obligations is subject to penalties under general law; however, these penalties must be reconsidered during times of crisis.

In this regard, the distributor and the supplier find themselves in a situation where they must cooperate to maintain their business operations and cope with crises.

Through this cooperation, the distributor may be tasked with supplying the supplier's salaried salespeople within its distribution area in exchange for financial assistance from the supplier, who often commits to providing monthly payments to cover store operating costs and the services rendered by the distributor in its capacity as the supplier's distributor within the exclusive distribution area.

However, professional cooperation during times of crisis must take competition law into account to avoid restrictions on the distribution agreement imposed by the competition authority.

In this context, the distributor is an independent merchant who has the freedom to set the resale price and organize their work; therefore, the supplier is not liable for the acts or omissions of its distributor. In this sense, this independence does not authorize the distributor to disregard its exclusive supply obligations, which strengthen the cooperative ties between the supplier of the products and its distributor.

Even in times of crisis, the distributor must make efforts to pay for the products and the membership fees for the product distribution network, and to meet the objectives of the contract entered into with the supplier, who may set a suggested retail price based on which the profit margin of the distributor or wholesaler will be determined as a percentage of the selling price. However, the wholesaler's margin may be lower than that of the reseller-distributor, who bears the risk of product price fluctuations caused by crises.

In this context, competition law prohibits price-fixing abuses, abusive pricing practices, the setting of a minimum resale price, and refusal to sell (Article 7 of Moroccan competition law). Such resale price fixing may also be prohibited on the grounds of abuse of economic dependence and may, where applicable, result in the termination of the distribution contract.

Conversely, failure to pay the price of goods to the supplier is punishable under general law (termination of the contract, damages, right of retention over undelivered goods).

In short, the continuous supply of goods to distributors during times of crisis is a means of meeting consumer demand and addressing product shortages and business disruptions faced by distributors, who are obligated to obtain supplies from their supplier in accordance with the terms of sale and the provisions of the distribution agreement; in return, the supplier is obligated to supply goods to the distributor and to assist the distributor (Buy, F. Lamoureux, M. Roda, J-C. 2019), with a view to countering the adverse effects of unexpected crises and fostering the resilience of the distribution contract.

Furthermore, beyond the physical continuity of supply flows, the preservation and resilience of the contract also depends on the supplier's support for its distributor.

2.2 Technical and Commercial Assistance to the Distributor

Technical and financial assistance is very important in goods distribution relationships, where it is inextricably linked to the obligation to perform the product distribution contract in good faith. This assistance may also be technical and commercial in nature during the phase of fulfilling product distribution obligations. Undoubtedly, the supplier must also help the distributor get their business off the ground or assist them in the event of difficulties caused by crises. However, it is throughout the entire term of the contract that such support must be provided on a regular basis (Dissaux, N. Loir, R. 2017).

This assistance begins with the exchange of information within the market and the distribution network, which allows the distributor to be immediately informed of any changes in the supplier's corporate structure (the initiation of insolvency proceedings, the impact of crises, etc.) and in product prices.

This network serves as a privileged source of information, enabling the acquisition of reliable information in a timely manner and at low cost (Mandard, M. 2012).

In this regard, the franchisor generally assists its franchisee who is experiencing operational difficulties by modifying those aspects of the franchise agreement that appear unsuitable for the continuation of business operations during times of crisis. The franchisor must provide technical assistance (training, equipment, transfer of know-how, advice on store setup, etc.) and commercial support (financing, advances, payment terms, financial aid, provision of materials

and distinctive signs) to its distributor, whether under an exclusive or non-exclusive product distribution agreement.

This contract may provide for assistance and protection both under normal circumstances and during times of crisis. In this regard, if the supplier, as the owner of a distinctive sign, has authorized its distributor to use its trademark under a license agreement, this license obligates the franchisor to protect the brand's value by renewing it with the Moroccan Office of Industrial and Commercial Property, by taking legal action against third-party infringers, and by ensuring the publicity of the distinctive signs (Malaurie-Vignal, M. 2018) of the products supplied to the distributor.

Conversely, the supplier may not jeopardize its distributor's business by charging non-competitive prices or imposing excessive requirements on the distributor that would endanger the distributor's operations, particularly during a crisis.

In this context, the duty of good faith which extends to the duty to provide information is reciprocal. For this reason, the distributor must also inform its franchisor or supplier of any changes to its share capital and in the event of a decline in sales due to unexpected crises. The distributor is also obligated to pay the entry fee to join the distribution network and periodic royalties to the supplier in exchange for the transfer of know-how and technical and commercial assistance during times of crisis. Most often, these royalties are proportional to the distributor's revenue, in accordance with the contractual terms and economic conditions.

In general, compliance with contractual provisions and obligations regarding supply and assistance helps prevent disputes related to the execution of commercial operations during times of crisis.

However, in the event of circumstances or economic crises that could hinder the supply of products to distributors, economic operators must strengthen their commercial cooperation by adapting their distribution contracts to these adverse and onerous circumstances in order to protect their commercial relationships and ensure the performance of the contract during times of crisis.

3. ADAPTING THE DISTRIBUTION CONTRACT DURING TIMES OF CRISES.

To address the impact of crises on the economic fabric, a series of decisions and measures were taken to provide relief to businesses affected by price fluctuations and economic conditions in the domestic and international markets.

However, these measures cannot serve as a perfect remedy for all crises that negatively affect the continuation of commercial activities, as economic actors face economic difficulties and clauses that are unfeasible during crises such as annual performance and quota clauses (El Meniy, M., 2021) due to the emergence of adverse circumstances such as rising raw material prices, product stockouts, product shortages, and supply failures on the part of distributors.

Given these circumstances, to maintain their operations, economic operators are compelled to adapt their distribution contracts to the difficulties in carrying out commercial transactions by adopting the mechanism for unforeseen circumstances and revising product distribution contracts on a win-win basis.

This adjustment helps prevent disruptions in product supply and the breach of distribution contracts, which could lead to the cessation of business operations and the payment of damages. Indeed, such damages do not apply when the debtor demonstrates that the non-performance is caused by force majeure (Article 268 of the Moroccan Civil Code), which is defined as any event beyond human control such as natural phenomena or acts of state that renders the performance of obligations impossible (Article 269 of the Moroccan Civil Code).

Under French law, Article 1218 of the Civil Code defines force majeure as an event beyond the debtor's control, unforeseeable at the time the contract was entered into, and whose effects cannot be avoided by appropriate measures.

However, several conditions must be met for a party to invoke force majeure to avoid paying damages in the event of default on payment or failure to perform obligations. Among these conditions are the following: First, the event constituting force majeure must be beyond the debtor's control; second, the event must also have been unforeseeable at the time the contract was entered into. Finally, performance of the obligation must be impossible due to this event.

Generally, the principle of contractual balance logically leads to an adjustment of the original contractual terms when, during the performance of the contract, unforeseeable, irresistible factors external to the contract disrupt that balance (Hocine, F. 2021).

In this sense, when performance is no longer possible or becomes excessively burdensome, the parties may adapt the contract with a view to prioritizing the continuity and stability of the business in order to preserve its ability to respond and create the conditions for a flexible and adaptive managerial

approach to crises (De Freyman, J., Boussaguet, S., and Giacomin, O. (2025).

In this context, we will examine the following in turn: Price revision (A) and contract renegotiation (B) in the event of unforeseeable circumstances.

3.1 Price Adjustment

Any contract whose effects are spread out over time risks becoming unbalanced due to economic circumstances (Nakhli, M., 2021). Changes in these circumstances may affect the price of the goods or services covered by the contract.

In this context, during times of crisis, disruptions to companies' economic situations such as a lack of supply sources, product shortages, price increases, and a backlog of invoices make it necessary to revise the prices of certain distribution contracts in order to restore contractual balance and facilitate the execution of commercial operations. However, a distribution contract may be amended only by mutual consent of the parties, or if a revision clause was included in the contract.

As such, it is recommended that commercial operators make contractual adjustments during times of crisis by including clauses regarding the revision of prices and terms of sale within the distribution contract, especially in the event of , the emergence of new strategies, and decisions by public authorities aimed at limiting the impact of crises and circumstances that hinder the achievement of the objectives of the product distribution contract. These government decisions, legally referred to as "acts of state," also constitute force majeure circumstances that present an insurmountable obstacle to the performance of contractual obligations (Landivaux, L. 2020).

Generally, modifying or revising the agreed-upon price in a new written agreement can facilitate the continuation of operations and the performance of the contract during times of crisis. However, the parties must ensure that the new written agreement complies with the provisions of the contract that remain unchanged (DORT, B. 2021).

This revision poses a challenge for business leaders who are seeking every possible means to avoid the legal, economic, and social difficulties facing their companies which are likely to be affected by a crisis of insolvency, defined as a company's inability to meet its current liabilities with its available assets (Coquelet, M-L. 2017).

As such, adjusting the prices set forth in the initial agreement is an effective tool for successfully meeting the challenge of adapting distribution contracts during times of crisis. It can ensure the survival of businesses impacted by unexpected price fluctuations that have escalated into an economic crisis.

The inclusion of an adjustment clause in a distribution contract may provide for an obligation to revise product prices by specifying the conditions that could justify such a revision. The content of this clause is also commonly found in international contracts in the form of a hardship clause (MALAURIE-VGNAL, M. 2018).

From this perspective, if the balance of performance is disrupted and affected by the impact of crises, professionals must adopt the mindset of business partners in order to address economic challenges by adapting their distribution contracts to the difficult circumstances currently faced by most companies involved in the production and distribution of goods—particularly in light of rising oil prices.

In this context, the price revision mechanism is a distinctive feature of distribution contracts that impose on the supplier an obligation to provide assistance and cooperation between the contracting parties during the formation and performance of the contract.

In this sense, the obligation to provide commercial assistance extends to an obligation to adjust prices. Similarly, know-how may be updated and adapted to the franchisee's needs to ensure the continuation of economic activity and the supply of goods to distributors during times of crisis. However, in the absence of a clause allowing for contract adjustment during times of crisis, the franchisor remains free to choose the terms under which to adjust its franchise agreement.

3.2 Renegotiate the contract in the event of unforeseeable circumstances

Traditionally, the doctrine of unforeseeable circumstances has been rejected by Moroccan and French courts in application of the principle of the binding nature of contracts. However, in France, this principle was incorporated into civil law by the reform of February 10, 2016 (Abbour, A. 2021).

This theory represents a mechanism for addressing unforeseeable events that is rooted in Article 1195 of French civil law. However, under Moroccan law, this mechanism can be incorporated into a distribution contract in the form of a force majeure clause, in accordance with the principle of contractual freedom and pursuant to Article 230 of the Dahir on Obligations and Contracts: "Validly formed contractual obligations are binding on the parties who entered into them."

This clause requires a renegotiation of the initial contract due to the emergence of circumstances that were unforeseeable at the time the contract was concluded and that are unfavorable to the continuation of the contract. Provided that recourse to the unforeseeable event clause is not prohibited by the contract, the parties will always have the option to renegotiate the terms of their obligations (Rabhi, T. 2021)

Pursuant to Article 1195 of French civil law: "If a change in circumstances unforeseeable at the time the contract was concluded makes performance excessively onerous for one party, that party may request a renegotiation of the contract with a view to amending its terms. In the event of a refusal or failure to renegotiate, the parties may agree to terminate the contract or request an adjustment by a judge, who may revise or terminate the contract."

In this context, it can be said that a change in circumstances unforeseeable at the time the contract was concluded is assessed in the same way as the unforeseeability of force majeure. The difference is that:

- force majeure renders the performance of the obligation impossible,

- unforeseeable circumstances make the performance of the obligation excessively burdensome but still possible.

Therefore, to protect contractual relationships and ensure the continuation of commercial transactions during times of crisis, the use of a force majeure clause when provided for in the contract is a means of amending the distribution agreement.

This clause would allow a party to invoke a change in circumstances that were unforeseeable at the time the contract was signed, which would lead to a renegotiation of the contract to adapt to the parties' new economic situation (El Meniy, M. 2021)

Generally, the issue of unforeseeable circumstances arises when a contracting party is obliged to perform a contractual obligation, even though the occurrence of new and unforeseeable circumstances at the time the contract was entered into makes such performance much more difficult and costly.

In this context, regarding the legal recognition of the theory of unforeseeable circumstances, Article L.441-8 of the Hamon Act of March 17, 2014, requires the parties to renegotiate contracts involving products subject to fluctuations due to the volatility of raw material prices, such as food products.

However, it is necessary to prove "unforeseeable circumstances" and "performance that is excessively burdensome for a party who had not agreed to assume that risk," which may preclude the application of the doctrine of unforeseeable circumstances in distribution contracts (Malaurie-Vgnal, M. 2018).

In short, the theory of unforeseeable circumstances proposes renegotiating the contract to "relieve the contracting party burdened by difficult and onerous circumstances that make the performance of the contract and commercial transactions impossible."

It appears important to provide for contractual adjustments to agreements entered into during times of crisis to address the impact of costly performance on companies in the product distribution sector.

In this context, we propose a reform of Moroccan civil law through the creation of a legal framework for unforeseeable circumstances and the reform of the force majeure regime.

CONCLUSION

The impact of crises has disrupted the contract economy. In this regard, rising fuel prices, economic dependence, fluctuations in raw material prices, and contagious diseases have consequently had a detrimental impact on product distribution activities, forcing distributors to adopt certain mechanisms such as continuous supply, commercial assistance, price adjustments, and contract renegotiation to avoid stockouts and ensure the successful performance and adaptation of their contracts during times of crisis.

Overall, this study reveals a shortcoming in Moroccan law regarding the management of risks caused by breach of contract during crises.

On the other hand, professionals must uphold the spirit of commercial cooperation and good faith in the performance of their contracts to strengthen their resilience against the effects of crises and maintain their economic activities during slow periods.

On the other hand, these professionals require legal reform that paves the way for the establishment of product distribution law and the regulation of the mechanisms for unforeseeable events and force majeure, with a view to ensuring the renegotiation of contracts during times of crisis and avoiding litigation arising from the non-performance of product distribution contracts. This contract must be included in the official catalog of Moroccan contract law.

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