

Exhibit 50

Recueil Dalloz 1997, page 64

The sudden termination of established commercial relations can give rise to the liability of the perpetrator

Didier Ferrier

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Continued contractual relations are not sufficient to establish the existence of a framework contract (*Le contrat cadre*, under the dir. Of A. Sayag, Litec, 1994; F. Pollaud-Dulian and A. Ronzan, *Le contrat-cadre par delà des paradoxes*, RTD com. 1996, page 179) and as such can be interrupted at any time.

However, the conditions of this interruption can reveal an abusive use of the right to cause it.

As such, when the parties have maintained “an increasingly growing flow of business” for seven years, the sudden termination thereof by the buyer when it had no complaints against the supplier, leading him to believe their relationship would continue while negotiating with a competitor, and this supplier could only manufacture the products by anticipating reasonably foreseeable orders, constitutes an abuse of the right to put an end to these relations

Strongly motivated by analyzing the conduct of the distributor involved, today the solution is strengthened by the new edition of article 36 of the order of December 1, 1986 (arising out of the law of July 1st, 1996, art. 36-5: “Gives rise to the liability of the perpetrator and forces him to repair the prejudice caused, the fact ... of suddenly terminating or interrupting without written notice, even partially, an established commercial relationship taking into account prior commercial relations ...”). One wishes that applications arising out this legal provision would be equally well motivated.

Key words :

CIVIL LIABILITY * Personal deed responsibility * Legal abuse * Commercial relation * Sudden break
*Framework contract.