Distribution Law Center
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Q&A on Distribution Agreements

Part I: Legislative framework

Q1. Please specify the legislative framework generally applicable to the conclusion and execution of distribution agreements (a)? Please include a link to the official publication of the applicable rules (e.g., relevant link to the Official Gazette) (b) and, if available, to the English translation of the legislative framework (c).

a. Legislative framework:

The provisions of the Greek Civil Code are applicable to the conclusion and execution of distribution agreements. Under civil / commercial law the legal basis for all kinds of distribution agreements (including an exclusive distribution agreement) is Art. 5 Greek Constitution (principle of economic freedom) and Art. 361 Civil Code (principle of freedom of contracts). There is however no definition of what a selective or exclusive distribution agreement is.

The Greek case law has generally defined the exclusive distribution agreement as "the peculiar liability contract, pursuant to which one contracting party (producer or wholesaler) is obliged to sell the contractual goods exclusively to the other party (distributor) for a certain geographic area. The distributor then resells to third parties those goods in their own name, for their own account and at their own business risk. The concept in particular of exclusivity in the distribution of certain products is that, the producer undertakes with the relevant contract not to deliver goods to third-party competitors of the exclusive distributor, within the area of distribution and conversely the exclusive distributor is obliged, as a rule, not to distribute directly competing products in the same area (judgments of the Greek Supreme Court no.16/2013, AP 191/2016, AP 852/2015, AP 165/2015).

It results from the national case law that the main difference between the agent and the distributor, is that the distributor buys / owns the goods by the producer and then re-sells them to third parties in their own name, for their own account and at their own business risk, while the commercial agent promotes and sells the products on behalf and in the name of the producer receiving the agreed commission for that.

Practically, when setting up a distribution system, one can choose between a free, selective or exclusive distribution system as defined in Regulation 2022/720. Then, there is the Presidential Decree 219/1991 (hereinafter the "PD") that regulates commercial agency agreements.

By virtue of Art. 14 par. 4 Law 3557/2007, exclusive distribution agreements fall within the scope of the PD in cases where the distributor has a similar status as that of a commercial agent (to be noted at this point that neither Law 3557/207, nor the PD have a definition of exclusive distribution agreements). More specifically, if the

parties agree that the supplier shall sell the goods or services specified in the agreement only to one buyer in the agreed territory and the buyer acts as "part of the supplier's commercial organization", the provisions of the PD, as amended by Law 3557/2007, shall apply. The above PD contains provisions on the prior notice to be given to the other party in the event of termination of agreements of indefinite term as well as possible claims of the exclusive distributor in case of termination of the distribution agreement.

With respect to the circumstances in which the PD applies, according to standard Greek case law (judgment of the Greek Supreme Court no. 139/2006), an exclusive distributor is considered to have a similar status as that of a commercial agent, indicatively if the following criteria are met:

a. The distributor acts as part of the commercial organization of its supplier, having the same integration level to the distribution network as a commercial agent;
b. The distributor has substantially contributed to the expansion of the supplier's clientele acting as a commercial agent;
c. The distributor undertakes the obligation not to compete with its supplier;
d. The supplier is aware of the distributor's clientele and in particular the supplier maintains this clientele following termination of the distribution agreement;
e. The distributor's economic activities and benefits are similar to the ones of a commercial agent (irrespective of their legal qualification).

In case one of the above criteria is not met, then the party cannot be considered as an exclusive distributor and the PD will not apply to such a party.

The main difference between the agent and the distributor, is that the distributor buys/owns the goods by the producer and then re-sells them to third parties in their own name, for their own account and at their own business risk, while the commercial agent promotes and sells the products on behalf and in the name of the producer receiving the agreed commission for that.

b. Link(s) to official publication:

No link to official publication of the consolidated provisions exist; the provisions in the initial official publication have been amended and have been published separately.

c. Link(s) to English translation:

An unofficial English translation of the Presidential Decree No 219 is accessible via this link.

Q2. Other than for agency agreements pursuant to Directive 86/653 (EEC) on the coordination of the laws of the Member States relating to self-employed commercial agents, are there specific rules depending on the distribution format (e.g. franchising, exclusive distribution)?

Yes.

If yes, which specific rules apply (a)? Where available, please also include a link to the official publication of the applicable rules (b) and, if available, to the English translation of the legislative framework (c).

a. Specific rules depending on distribution format:

See, Q1. By virtue of Art. 14 par. 4 Law 3557/2007, exclusive distribution agreements fall within the scope of the PD.

b. Link(s) to official publication:

See Q1.b. above.

c. Link(s) to English translation:

See Q1.c. above.

Q3. Other than general contract law and competition law, are there other rules which may generally restrict the parties when drafting and concluding distribution agreements (e.g., rules in relation to unfair contract terms in B2B contracts, specific requirements in the context of a prohibition of abuse of economic dependence)?

Yes.

If yes, which general rules apply (a)? Where available, please also include a link to the official publication of the applicable rules (b) and to the English translation of the regulatory framework (c).

a. General rules

Under Art. 18a Law 146/1914 on Unfair Competition, abuse by one or more undertakings of the relationship of economic dependence is prohibited. Such a relationship of economic dependence may be established where an undertaking (either customer or supplier of certain products or services) has no equivalent alternative except from its counterparty. The abuse may consist in particular of the imposition of arbitrary agreement terms, discrimination or the abrupt and unjustified termination of long-term commercial relations.

A. Ratio

The ratio of the provision is '*par conditio concurrentium*'.

B. Conditions

a. Relationship of economic dependence: that is to say an economic relationship between a customer / supplier with market power and a counterparty. However, establishing a dominant position is not required and the two undertakings are not required to compete either.

b. Absence of an equally efficient alternative: this condition is usually met when no alternative suppliers /

customers are available in the market or opting for an alternative supplier / customer will entail significant disadvantages for the dependent undertaking. In other words, the latter will be either restricted from supplying / being supplied by alternative customers / sources or to do so will entail materially onerous terms that may result in a competitive disadvantage that may even jeopardize its operation in the market. On the contrary, an alternative is considered to be available in case the dependent undertaking may turn to similar, competing products without facing material economic risk.

C. Economic Dependence

Economic dependence may arise due to 'commercial power' of the brand of the agreement goods or when the dependent undertaking has aligned its commercial activity with the mode of commercial operation of the undertaking enjoying market power. Other criteria for establishing economic dependence may be: (a) the percentage of the dependent undertaking's turnover corresponding to sales of the goods of the 'powerful' counterparty, (b) long-term or (c) exclusive cooperation,

D. Abuse (indicative list)

a. Unfair trading terms (e.g. imposition of unrealistic sales targets)
b. Discriminatory conditions – the notion of 'discrimination' as an abuse of relationship of economic dependence is the same as abuse of dominance as an infringement of competition law
c. Termination without cause and without notice of a long-term commercial relationship, especially when the dependent undertaking duly fulfills its obligations. A non-renewal or termination cannot be described as unjustified and therefore abusive, if resulting from the inefficient promotion of the interests of the undertaking enjoying market power.

E. Legal Consequences

- Civil claims for damages can be filed before civil courts (punitive damages cannot be awarded under Greek law)
- Pecuniary penalty may be imposed of EUR 5.000 - 50.000
- Cease and desist order

b. Link(s) to official publication:

The Greek law on unfair competition is accessible via this link.

c. Link(s) to English translation:

The unofficial English translation is accessible via this link.

Part 2: Pre-contractual phase

Q4. Are there mandatory provisions in relation to the disclosure of pre-contractual information prior to concluding and/or executing distribution agreements?

No. There are no mandatory provisions in relation to the disclosure of pre-contractual information. There is also no obligation under Greek law to provide all known relevant information to the other party in a pre-contractual phase. However, within the context of pre-contractual correspondence / communication the parties may provide each other such at their discretion.

Q5. Is there a standstill obligation linked to the requirements imposed for the pre-contractual phase?

No.

Q6. Does the relevant regulatory framework impose sanctions if the pre-contractual obligations are not (fully) respected?

Yes.

If yes, which sanctions apply (e.g., nullity of contract, penalty payment)?

According to Art. 197 and 198 Greek Civil Code, the parties shall act in compliance with the principles of good faith and bonos mores during the pre-contractual phase and if the pre-contractual obligations are not being respected the offended party may seek compensation for damages. Positive damages i.e., the reduction of the property / assets of the offended party, may include e.g. the travel and accommodation expenses during the negotiations, the fees of various parties (lawyers, notaries, engineers, brokers, etc.). Loss of profit is the cancellation of profit from the conclusion of another agreement with the same or better terms.

Q7. Can a party be held liable if it terminates the pre-contractual negotiations?

Yes.

If yes, on what grounds (a); under what conditions (b); and what consequences are generally linked to such liability (c)?

a. Grounds for pre-contractual liability:

According to Art. 197 and 198 Greek Civil Code and the Greek legal theory, pre-contractual liability may arise when the conclusion of the agreement under negotiations is being annulled.

b. Conditions for pre-contractual liability:

According to Greek legal theory, the conditions for pre-contractual liability are: (a) the existence of negotiation

status, (b) the behavior of either party to be contrary to the principles of good faith and bonos mores, (c) culpability, and (d) the occurrence of damage and the existence of a causal link between culpability and damage.

c. Consequences of pre-contractual liability:

The offended party may seek compensation (for damages or loss of profit) on the grounds that she considered / believed that the agreement would be concluded.

Q8. Are there other relevant rules and/or restrictions that apply during pre-contractual negotiations between supplier and distributor?

No.

Part 3: Contractual phase

A. Form of distribution agreements

Q9. Must a distribution agreement be executed in writing to be valid and enforceable?

Only in certain instances.

If only in certain instances, please explain when a written agreement is required.

The term or period as agreed between the contracting parties which states that the distributor is not entitled to compete with the supplier must be proved in writing.

Q10. Are there any (other) requirements as to the form of the distribution agreement for it to be valid and enforceable?

No.

B. Content of distribution agreements

Q11. Other than restrictions imposed by EU competition law (including Regulation (EU) 330/2010), do specific rules and/or restrictions apply in distribution agreements with respect to

- the territory in which or the customers to whom the goods/services will be sold;
- an exclusivity granted to the distributor;
- (exclusive) sourcing/purchasing obligations;
- resale prices;
- non-compete clauses?

Yes. Specific rules and/or restrictions apply in distribution agreements with respect to non-compete clauses.

If yes, what do these specific rules and/or restrictions entail?

According to Art. 10 par. 1 PD, an agreement restricting the business activities of an exclusive distributor following termination of the distribution agreement is a non-compete obligation. Art.10 par. 2 PD provides that a non-compete clause shall be valid only if and to the extent that:

a. it is concluded in writing; and
b. it relates to the geographic area entrusted to the exclusive distributor and to the type of goods falling under the scope of the agreement.

Also, according to Art. 10 par. 3 PD, a non-compete clause shall be valid for a maximum of one year following termination of the distribution agreement. Finally, Art. 10 par. 4 PD, is applicable without prejudice to the provisions which impose other restrictions on the validity or enforceability of non-compete clauses or which enable the courts to reduce the obligations of the parties resulting from such an agreement (i.e. the application of other law provisions in relation to competition matters is not excluded).

Q12. Do specific rules and/or restrutions apply in distribution agreements with respect to

- obligations of the supplier vis-à-vis the distributor, including in relation to the remuneration of the distributor;
- obligations of the distributor vis-à-vis the supplier or vice versa;
- a non-solicitation clause during and/or after the term of the distribution agreement;
- minimum sales quota imposed on the distributor;
- specific sector rules?

Yes. Specific rules and/or restrutions apply in distribution agreements with respect to obligations of the supplier vis-à-vis the distributor, including in relation to the remuneration of the distributor and obligations of the distributor vis-à-vis the supplier or vice versa.

If yes, what do these specific rules and/or restrictions entail?

The obligations of the supplier in relation to the remuneration of the exclusive distributor, are as follows according to the provisions of Art. 5 PD:

1. The exclusive distributor is entitled to the specially agreed remuneration.

2. In the absence of an agreement between the parties and any special provisions, an exclusive distributor shall be entitled to the remuneration that is specified as a percentage of the value of the agreement in which he mediates for or concludes on behalf of the supplier, according to the customary practice that applies to the place where he operates regarding the goods covered by the distribution agreement. In the absence of such customary practice, an exclusive distributor shall be entitled to reasonable remuneration taking into account all the aspects of

the transaction.

3. Any part of the remuneration which varies with the number or value of business transactions shall be deemed to be commissioned within the meaning of the present PD.

The obligations of both parties (supplier and distributor), are as follows according to the provisions of Art. 4 PD:

1. In performing his activities an exclusive distributor shall look after his supplier's interests and act dutifully and in good faith.

In particular, an exclusive distributor shall:

a. make proper efforts to negotiation and, where appropriate, conclude the transactions he is instructed to take care of;
b. communicate to his supplier all the necessary information available to him;
c. comply with reasonable instructions given by his supplier.

2. In his relations with his exclusive distributor, a supplier shall act dutifully and in good faith. In particular, a supplier shall:

a. provide his exclusive distributor with the necessary documentation relating to the goods concerned;
b. obtain for his exclusive distributor the information necessary for the performance of the agreement, and in particular notify the exclusive distributor, within a reasonable period, once he anticipates that the volume of commercial transactions will be significantly lower than that which the distributor could normally have expected.

3. A supplier shall, in addition, inform the exclusive distributor, within a reasonable period, of his acceptance, refusal, and of any non-execution of a commercial transaction which the exclusive distributor has mediated for the supplier.

4. The Parties may not derogate from the provisions of this Art.

C. Term and termination

1. Term

Q13. Is an oral or written distribution agreement that does not specify the term always considered to be an agreement of indefinite duration?

Yes.

Q14. Does a distribution agreement of definite duration that is continued after its expiry turn into a distribution agreement of indefinite duration?

The answer is usually yes. However, the contracting parties may include a term in the distribution agreement defining that after the expiration of the term of the distribution agreement, the latter does not turn into a distribution agreement of indefinite duration

If yes, what is meant by 'continuation' (a) and what should a party do to avoid this (b)?

a. What is meant by 'continuation'?

Continuation occurs when the parties proceed to perform the agreement as if it had not expired. In particular, the parties are deemed to have tacitly renewed their agreement of definite duration for an indefinite duration when they continue to apply post expiry identical terms and conditions to the expired distribution agreement.

b. What should a party do to avoid this?

If a contracting party does not wish the continuation of the distribution agreement after its expiration, it must notify the other contracting party accordingly, prior to the lapse of the initial term. In so doing, the distribution agreement can be terminated upon its expiration date.

The contracting parties may include a term in the original distribution agreement defining that after the expiration of the term of the distribution agreement, the latter does not turn into a distribution agreement of indefinite duration, and that the contracting parties must conclude an amendment agreement, in writing, defining the revised duration of their distribution agreement.

2. Termination

Termination for convenience (irrespective of any default or exceptional circumstance) of distribution agreements of definite duration

Q15. Can a distribution agreement of definite duration be terminated for convenience?

Yes.

If yes, is an express provision allowing for termination for convenience necessary?

Yes.

Q16. Must a reasonable notice period be observed in order for the termination to be valid even if the distribution agreement provides for the immediate termination for convenience?

No.

Q17. What are the consequences for the terminating party if it does not comply with prescribed (statutory, contractual, case law) rules for termination (e.g. in relation to the notice period)? Does the termination continue to have effect (a)? Will damages have to be paid and, if yes, how are those damages calculated (b)?

a. Will the termination continue to have effect?

The termination will continue to have effect.

b. Will damages have to be paid, and, if yes, how are those damages calculated?

The terminated party is entitled to claim compensation for any positive damage or loss of profits or for moral damages, suffered as a result of the untimely, without good cause or in abuse of rights or contrary to good morals termination of the distribution agreement. There is no specific rule on the calculation of these damages – each terminated party defines independently the amount of compensation due based on available evidence.

In addition to the above, the exclusive distributor who falls within the scope of the PD (for having acted as "part of the supplier's commercial organization") as an equivalent to a commercial agent, is also entitled to claim clientele compensation, provided the relevant conditions are met (i.e. (i) proof of contribution and expansion of clientele by the agent, and (ii) the Supplier must maintain substantial benefits and profits after the termination of the agreement due to the clientele contributed by the distributor). The amount of this compensation cannot exceed a figure equivalent to the annual average of fees received by the agent during the last five years of cooperation and if the agreement lasted for less than five years, the compensation shall be calculated on the basis of the average of fees for the period in question.

In case of distribution agreements where the distributor does not receive a commission, but rather profits from the resale of products, the Greek Courts when calculating the compensation refer to the "gross profit" made by the distributor, i.e. the sales made minus the cost of purchase of the products (the gross resale margin).

Termination for convenience (irrespective of any default or exceptional circumstance) of distribution agreements of indefinite duration

Q18. Can a distribution agreement of indefinite duration be terminated for convenience even if the agreement does not provide for termination for convenience?

Yes.

If yes, must a reasonable notice period be observed?

Yes. A reasonable notice period is required, since in absence thereof, the immediate termination of the distribution agreement of indefinite duration could be considered to be abusive.

If a reasonable notice period must be observed, how is this reasonable notice period calculated (e.g. 1 month per year) (a)? Should a minimum notice period be observed (b), is there a maximum notice period (c)?

a. How is this reasonable notice period calculated (e.g. 1 month per year)?

If there is no relevant term in a (simple) distribution agreement regarding the notice period, 1 month before the termination has effect, can be observed as reasonable.

With respect to the exclusive distribution agreements which falls within the scope of the PD (as an equivalent to

agency), the notice period is (a) one month for the first year of the agreement, (b) two months for the second year, (c) three months for the third year, (d) four months for the fourth year, (e) five months for the fifth year, and (f) six months for the sixth year or for any of the following years of the agreement. It is not allowed for the parties to agree on shorter periods of notice.

b. Should a minimum notice period be observed? If yes, how long is this minimum notice period and are the parties allowed to contractually deviate from this minimum notice period

See our answer above

c. Is there a maximum notice period? If yes, how long is this maximum notice period and are the parties allowed to contractually deviate from this maximum notice period?

No maximum notice period is prescribed by law.

Q19. Is a contractual notice period always legally valid and enforceable?

No.

If not, which rules of mandatory law can have an impact on this?

With respect to the exclusive distribution agreements which falls within the scope of the PD (as an equivalent to agency), the notice period, pursuant to Art. 8 PD 219/1991 is (a) one month for the first year of the agreement, (b) two months for the second year, (c) three months for the third year, (d) four months for the fourth year, (e) five months for the fifth year, and (f) six months for the sixth year or for any of the following years of the agreement. It is not allowed for the parties to agree on shorter periods of notice than those above (i.e., the said provision is a mandatory one).

Q20. What are the consequences for the terminating party if it does not comply with prescribed (statutory, contractual, case law) rules for termination (e.g. in relation to the notice period)? Does the termination continue to have effect (a)? Will damages have to be paid and, if yes, how are those damages calculated (b)?

a. Will the termination continue to have effect?

Yes.

b. Will damages have to be paid, and, if yes, how are those damages calculated?

The terminated party is entitled to claim compensation for any positive damage or loss of profits or for moral damages, suffered as a result of the untimely, without good cause or in abuse of rights or contrary to good morals termination of the distribution agreement. There is no specific rule on the calculation of these damages – each terminated party defines independently the amount of compensation due based on available evidence:

- Positive damage – the Court may award the following amounts, subject to the plaintiff's ability to evidence them:

a. Expenses, deriving from the construction of a warehouse / offices and the purchase of infrastructure (vehicles, pc hardware etc.), not yet amortized.

b. Otherwise, expenses occurred due to untimely termination of the lease of warehouse / offices.

c. Any compensation, paid to former employees, due to termination of their agreements.

- Loss of profit until the end of the duration of the adequate notice period; the profit is calculated based on the ordinary course of business.

With respect to the loss of profit, in particular, the terminated party will, at least, be entitled to the profits they would have made for the duration of the reasonable or prescribed (in case of application of the PD) notice period, e.g. in case of an exclusive distribution agreement (falling within the scope of the PD) of indefinite duration that is terminated after six (6) years, with one month's prior notice, the distributor would be, at least, entitled to the loss of profit for the five (5) additional months of the prescribed notice period.

In addition to the above, the exclusive distributor who falls within the scope of the PD (for having acted as "part of the supplier's commercial organization") as an equivalent to a commercial agent is also entitled to claim clientele compensation. We refer to our answer above for relevant conditions and the amount calculation.

Q21. Must the terminating party comply with certain formalities?

Yes.

If yes or only in certain instances, when is a written notice required (a), must the notice contain a motivation in order for the termination to valid (b) and what are the consequences if any of the formalities are not observed (c)?

a. Is a written notice required? If yes, is a registered letter (or similar) required?

A written notice is required. A registered letter, an extrajudicial statement or even an email are valid.

b. Must the notice contain a motivation in order for the termination to valid?

The written notice for the termination of a distribution agreement (simple or exclusive) of indefinite duration does not need to contain any motivation. The written notice for the termination of a distribution agreement of definite duration also does not need to contain a motivation, unless otherwise agreed by the parties. Conversely, the written notice for the termination of an exclusive distribution agreement of definite duration must contain a motivation.

c. What are the consequences if any of the formalities are not observed?

The observance of the reasonable or prescribed notice period may be questioned if the time of receipt of the notice cannot be evidenced. The terminated party is entitled to claim compensation.

Q22. Can the parties stipulate the formalities in the distribution agreement?

Yes.

If yes, what are the consequences if those formalities are not observed?

The offended party may challenge the validity of the termination and claim compensation. The outcome of such claims is dependent at the Court's discretion.

Q23. Is the terminated party entitled to damages or another type of compensation even if the correct notice period has been observed?

Yes.

If yes, does this concern goodwill compensation or another type of compensation? Do the legal consequences vary depending on the type of agreement (definite/indefinite duration; exclusive/non-exclusive; franchise etc.)?

The exclusive distributor who falls within the scope of the PD is entitled to goodwill compensation (aka clientele compensation) pursuant to Art. 9 PD 219/1991, i.e., provided the conditions prescribed therein are met (as per our answers above).

Immediate extrajudicial termination on account of serious breach or exceptional circumstances

Q24. Is immediate extrajudicial termination possible even if the distribution agreement does not provide for early termination?

Yes.

If yes, on what grounds (a)? Can parties exclude these grounds for immediate extrajudicial termination in their distribution agreement (b)?

a. On what grounds?

The contracting party may terminate the distribution agreement for serious cause based on the general provisions of the Greek Civil Code (e.g., based on Art. 288,388), which are mandatory.

b. Can parties exclude these grounds for immediate extrajudicial termination in their distribution agreement?

No.

Q25. Will an (extrajudicial) termination continue to have effect if the court rules that the agreement was wrongfully terminated on account of serious breach and/or exceptional circumstances?

Yes.

Q26. Does the terminated party have a right to compensation if it appears that the agreement was wrongfully terminated or dissolved on account of serious breach and/or exceptional circumstances?

Yes.

If yes, is this right based on statute or case law (a) and how is that compensation calculated and will the terminated party have a claim for any additional compensation in those circumstances (for example, goodwill) (b)?

a. Is this right based on statute or case law and what this right entail?

In case the Court rules that the termination was not lawful, the terminated party is entitled to compensation (clientele compensation and additional compensation for positive damage, loss of profits, for moral damages).

Clientele compensation is prescribed by the PD, as above. Compensation for positive damage, loss of profits, and moral damages is provided by the general provisions of the Greek Civil Code and there is no statutory method of calculation (as above).

b. How is that compensation calculated and will the terminated party have a claim for any additional compensation in those circumstances (for example, goodwill)?

The claims for compensation are being mentioned in our answers above (i.e. (clientele compensation and additional compensation for positive damage, loss of profits, for moral damages).

The amount of clientele compensation cannot exceed a figure equivalent to the annual average of fees received by the distributor during the last five years of cooperation and if the agreement lasted for less than five years, the compensation shall be calculated on the basis of the average of fees for the period in question. Compensation for positive damage, loss of profits, and moral damages is provided by the general provisions of the Greek Civil Code and there is no statutory method of calculation (as above).

Q27. If a party believes that the distribution agreement has been wrongfully terminated or dissolved, can it apply to the judge in interim relief proceedings to have the effects of the termination suspended?

Yes.

Part. 4: Post-contractual phase

Q28. Is the supplier required to repurchase the stock that is still at the distributor's disposal when the distribution agreement ends?

No.

Q29. Are there other post-contractual obligations that generally apply to either of the parties in the context of the termination of the distribution agreement?

No.

Part 5: Dispute resolution

Q30. Do specific rules and/or restrictions apply as regards the choice of forum and/or jurisdiction?

No.

Q31. Can the parties opt for arbitration?

Yes.

If yes, are there any rules and/or restrictions as regards the enforceability of arbitration clauses in distribution agreements?

No.

Q32. What is the statute of limitations applicable to claims regarding the performance of a distribution agreement?

Pursuant to Art. 250 Greek Civil Code, the statute of limitations pertaining to claims regarding the performance of distribution agreements is 5 years after the termination or expiry of such agreement.