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Fact Sheet Distribution – Poland (May 2013)

How is a distributor defined under national law?	There is no legal definition in Polish law.
How does the definition of a distributor differ from that of a commercial agent?	Since there is no legal definition, it is necessary to distinguish the distributor and the agent on the basis of the common understanding. A commercial agent is a person responsible for sourcing and customer service for the company that employs him, whereas a distributor works on its own behalf and on his own account.
Are there any specific legislation governing the relationship between a manufacturer and distributor?	There is no specific legislation governing the relationship between a manufacturer and distributor, however, there are relevant regulations in competition law and the Civil Code that may apply.
How is the duration of a contract normally defined?	The duration of a contract depends on individual agreements. It can be concluded for a definite or indefinite period of time.
How long is the notice of termination?	There is no specific legislation governing the length of the notice of termination. It depends on the mutual agreement of the contracting parties.
What rights does the distributor have to compensation or indemnity upon termination?	The right to compensation or indemnity can be included the agreement. Otherwise, the party can only claim an indemnity on the basis of general regulations of the Civil Code.
Are there any laws or regulations relating to restraint of trade/restrictive covenants	Apart from general contract law, there are some regulations relating to specific types of goods (like drugs, weapons). Moreover, regulations of competition law should be checked in each individual case.
Are any particular formalities required for a distribution agreement to be legally valid and enforceable under national law?	There are none, but it is definitely safer to conclude it in writing.

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