

UNIVERSITY OF ABOU BEKR BELKAID – TLEMCCEN

Faculty of Law and Political Science

Private Law Department

Academic Year: 2025/2026

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Level: Master 2 – Business Law (قانون الأعمال)

date of

Module: Legal English Terminology

consultation: 1st February 2026 at 14:00

MODEL ANSWER / CORRIGÉ TYPE

ACTIVITY ONE: True or False (08 Points)

Instructions: Read the following statements carefully. Indicate whether they are True or False, and justify your answer using the legal concepts studied.

Grading scheme: 2 points per statement (1 point for correct True/False + 1 point for legal justification using appropriate terminology)

1. Vertical agreements are contracts concluded between competing enterprises operating at the same level of the economic chain.

Answer: False

Score: ___ / 2 pts

Justification: Vertical agreements are contracts concluded between competing enterprises operating at **different levels** of the economic chain (e.g., manufacturer-distributor), while agreements between competitors at the **same level** are called **horizontal agreements**.

2. The Algerian legislator permits correlated (conditional) sales without any restrictions.

Answer: False

Score: ___ / 2 pts

Justification: The Algerian legislator permits correlated (conditional) sales only when there is an **objective justification** (e.g., quality, safety, technical compatibility). Otherwise, tying is considered a **restrictive practice** that may harm competition.

3. The Declaration of Non-Intervention is a corrective procedure initiated after a violation has been detected.

Answer: False

Score: ___ / 2 pts

Justification: The Declaration of Non-Intervention is a procedure initiated **before** a violation has been detected, when the Competition Council determines that the facts do not warrant further investigation.

4. Unjustified refusal to sell is considered an abuse of economic dependency under Article 11 of the Algerian Competition Law.

Answer: True

Score: ___ / 2 pts

Justification: Unjustified refusal to sell is considered an abuse of economic dependency and falls under the **abusive practices** prohibited by Algerian competition law (Order 03-03, Article 11).

ACTIVITY TWO: Competition Law Terminology (06 Points)

Instructions: Provide the Arabic translation for the following terms related to Competition Law.

Grading: 12 terms × 0.5 point = 6 points (accepted legal translations and close synonyms)

No.	English Term	Arabic Equivalent (المصطلح بالعربية)	Score
1.	Anti-competitive Practices	الممارسات المنافية/المضادة للمنافسة	___ / 0.5
2.	Abuse of Dominant Position	إساءة/استغلال تعسفي لوضع مهيمن	___ / 0.5
3.	Relevant Market	السوق المعني/السوق المقصود	___ / 0.5
4.	Cartel Agreements	اتفاقات الكارتل/الاتفاقات التواطئية	___ / 0.5
5.	Economic Dependency	التبعية الاقتصادية	___ / 0.5
6.	Predatory Pricing	التسعير الافتراسي/الإقصائي	___ / 0.5
7.	Market Foreclosure	إقصاء السوق/إغلاق السوق	___ / 0.5
8.	Competition Council	مجلس المنافسة	___ / 0.5
9.	Restrictive Practices	الممارسات المقيدة للمنافسة	___ / 0.5
10.	Merger Control	رقابة الاندماجات/مراقبة التركزات الاقتصادية	___ / 0.5
11.	Exemption Request	طلب إعفاء	___ / 0.5
12.	Barriers to Entry	حواجز/عوائق الدخول إلى السوق	___ / 0.5

Note: Common legal Arabic synonyms are accepted (e.g., التركزات الاقتصادية instead of الاندماجات).

Total Activity Two: ___ / 06 points

ACTIVITY THREE: Written Expression (06 Points)

Instructions: Choose ONE of the following topics and write a coherent paragraph (10–15 lines). Ensure you use appropriate legal terminology.

Grading scheme:

- Legal content accuracy (definitions, distinctions, examples, effects/efficiencies): 3 points
- Paragraph structure (topic sentence, coherence, clear conclusion): 2 points
- Legal language quality (accurate vocabulary, spelling, punctuation): 1 point

Topic A: Vertical Agreements

Define them, explain how they differ from horizontal agreements, and mention why competition law views this practice (refer to abusive practices).

Model Answer (Topic A):

Vertical agreements are contracts between firms operating at **different levels** of the supply chain (e.g., manufacturer–wholesaler–retailer). They differ from **horizontal agreements**, which are concluded between **competitors at the same level** and are typically more strictly prohibited. Competition law scrutinizes vertical restraints such as **resale price maintenance (RPM)**, **exclusive distribution**, **territorial/customer restrictions**, and **tying**, because they may lead to **foreclosure**, **price rigidity**, or **market partitioning**. However, vertical agreements can also generate **efficiencies**: improving distribution, preventing **free-riding**, ensuring brand investment, and aligning incentives. Therefore, enforcement often follows an **effects-based** (rule-of-reason) approach, weighing anticompetitive risks against objective justifications and efficiency gains, especially where the parties **lack market power**. In short, vertical agreements are not per se unlawful, but they are **lawful only to the extent** that their effects do **not** harm competition or consumer welfare.

Topic B: Correlated Sales (Tying Arrangements)

Discuss how Algerian Law (Order 03-03) views this practice.

Model Answer (Topic B):

Correlated sales (tying) occur when the purchase of a **primary product** is **conditioned** on buying a **secondary product or service**. Under Algerian competition law (Order 03-03), tying is treated as a **restrictive practice**, and it may constitute an **abuse** where it is imposed by an undertaking with **market power** or where it **forecloses** rivals and harms consumers. Typical concerns include leveraging dominance from the tying market to the tied market, raising rivals' costs, and limiting **consumer choice**. The Competition Council assesses **market definition, power, coercion**, and **effects**; it also examines **objective efficiencies** (quality assurance, safety, interoperability) and whether less restrictive means are available. Consequently, tying is **prohibited when unjustified or harmful**, but it may be tolerated (or exempted) only if **proportionate, indispensable**, and demonstrably **pro-competitive**. Remedies range from **orders to cease, fines**, and—where relevant—**commitments** to remove the unlawful condition.

Evaluation Grid:

- Content (3 pts): ___ / 3
- Structure (2 pts): ___ / 2
- Language (1 pt): ___ / 1

Total Activity Three: ___ / 06 points

OVERALL GRADING SUMMARY

Activity	Points	Student Score
Activity One: True/False	08	___ / 08
Activity Two: Terminology	06	___ / 06
Activity Three: Written Expression	06	___ / 06
TOTAL	20	___ / 20

APPENDIX: Key Legal Distinctions

DISCRIMINATORY PRICING vs. TIED SELLING (TYING)

1. Definitions

Discriminatory Pricing (البيع/التسعير التمييزي):

Applying **different prices or terms** to **equivalent transactions** with different trading partners (competitors) **without objective justification** (such as differences in quantities, logistics costs, agreed quality, or credit terms).

Competition Risk: Places some customers at a **competitive disadvantage** compared to others, potentially leading to foreclosure or weakening of downstream competitors.

Tied Selling / Tying (البيع المتلازم/الشرطي):

Conditioning the purchase of a **tying product/service** on the **purchase of another tied product/service**; the customer **cannot** obtain the first product without being forced to buy the second.

Competition Risk: **Leveraging market power** from the tying market to the tied market, **foreclosing competitors** in the second market, and reducing **consumer choice**.

2. Key Distinguishing Elements

Element	Discriminatory Pricing	Tied Selling (Tying)
Conduct	Different price/terms for equivalent transactions	Conditioning purchase of one product on another
Coercion	Not inherently required	Essential: tying condition/coercion
Product Distinction	Not required (usually same product)	Required: two distinct products
Accepted Justification	Cost differences, logistics, quantities, quality	Safety/quality/technical integration (if proportionate)
Main Risk	Discrimination among competing customers	Leverage and foreclosure in tied market

3. Proof Elements

For Discriminatory Pricing:

For Tied Selling:

1. **Equivalent** transactions in nature and function
2. **Difference** in price or terms
3. **Absence** of objective justification
4. **Harmful effect** on competition between customers

1. Two **functionally separate** products/services
2. **Tying condition** (coercion) in contract or practice
3. Degree of **market power** in tying product
4. **Foreclosure effect** actual or potential
5. **No less restrictive alternative** achieving same efficiencies