the Brussels Convention expressly choosing another forum.\textsuperscript{35}

With regard to clauses providing for a choice of foreign law and foreign arbitration, the Cour de Cassation has ruled that issues relating to the termination of distributorship agreements producing effects in the Belgian territory are not arbitrable under clauses adopted prior to termination.\textsuperscript{36} In such cases, foreign awards based upon an arbitration clause in the agreement will not be granted recognition and enforcement by Belgian courts. A separate agreement to arbitrate entered into after termination of the distributorship agreement should, however, be enforceable.

Thus under the current caselaw, it is uncertain, perhaps even unlikely, that the foreign supplier could escape suit in Belgium through the use of an arbitration clause. A better way in which to avoid the application of Belgian law, at least where the supplier is located in one of the signatory countries of the Brussels Convention is by the inclusion in the contract of choice of forum and choice of governing law clauses.\textsuperscript{37} One may also reduce the impact of the Belgian legal protections by providing in the agreement minimal commercial goals such as sales quotas. Indeed, a combination of these two solutions is best.

THAD W. SIMONS, JR.

\textsuperscript{37}See Hayward, supra note 31, at 137-40.

Selected Readings in the Area of Foreign and International Law

Abbreviations Guide

\begin{tabular}{ll}
A.I.P.P.I. & — Association Internationale pour la Protection de la Propriété Industrielle \\
C.J.Q. & — Civil Justice Quarterly \\
C.L.B. & — Commonwealth Law Bulletin \\
C.M.L.R. & — Commonmarket Law Review \\
E.C.L.R. & — European Competition Law Review \\
E.E.C. & — European Economic Community \\
EUR. PARL. DOC. & — Working Documents of the European Parliament \\
I.A.P.I.P. & — International Association for the Protection of Industrial Property \\
I.C.J. & — International Court of Justice \\
I.I.C. & — International Review of Industrial Property and Copyright Law \\
I.C.L.Q. & — International and Comparative Law Quarterly 
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