

# **LUISS Guido Carli**

*Department of Economics and Finance*

*Final Thesis in Principles of Civil Law*

## ***Unfair Trading Practices (UTP) in the Food Supply Chain***

*Supervisor*

**Prof. Valerio Cosimo Romano**

*Candidate*

**Matteo Ghesini**

**ID No. 248371**

**Academic year 2021/2022**

## Table of Contents

<b>I. INTRODUCTION.....</b>	<b>3</b>
<b>UNFAIR TRADING PRACTICES (UTP) IN THE FOOD SUPPLY CHAIN IN 2022 .....</b>	<b>4</b>
<b>BACKGROUND OF THE STUDY .....</b>	<b>5</b>
<b>UTP DIRECTIVE'S "MINIMUM" LEVEL OF PROTECTION .....</b>	<b>8</b>
SCOPE OF THE UTP DIRECTIVE.....	8
THE UTP DIRECTIVE'S APPLICATION IN ITALY.....	9
<b>THE EXISTING ITALIAN FRAMEWORK.....</b>	<b>9</b>
<b>PROTECTION, REGARDLESS OF THE OPERATORS' ECONOMIC STATUS .....</b>	<b>10</b>
<b>WRITTEN FORM .....</b>	<b>10</b>
<b>ADDITIONAL PROHIBITED UNFAIR PRACTICES .....</b>	<b>11</b>
<b>MECHANISMS FOR ALTERNATIVE CONFLICT SETTLEMENT AND COMPLAINTS ....</b>	<b>11</b>
<b>PENALTIES .....</b>	<b>12</b>
<b>ENFORCEMENT AUTHORITY.....</b>	<b>12</b>
<b>HOW TO COMPLY .....</b>	<b>13</b>
<b>ARTICLE 62.....</b>	<b>13</b>
<b>II. OVERVIEW OF UTP IN ITALY AND EUROPE .....</b>	<b>17</b>
<b>PRACTICAL CASE.....</b>	<b>17</b>
<b>SOME EXAMPLES OF UTP IN THE FOOD SUPPLY CHAIN IN ITALY AND EUROPE.....</b>	<b>18</b>
LATE PAYMENTS TO SUPPLIERS .....	18
RETROACTIVE CHANGES TO CONTRACTS .....	19
UNILATERAL CHANGES TO CONTRACT TERMS .....	20
UNREASONABLE REQUIREMENTS ON SUPPLIERS .....	21
IMBALANCE OF BARGAINING POWER .....	22
PREDATORY PRICING .....	23
BUYER POWER ABUSE.....	24
UNJUSTIFIED CANCELLATION OF ORDERS .....	25
UNDISCLOSED INFORMATION.....	26
<b>EXAMPLES OF UNFAIR TRADING PRACTICES CASES .....</b>	<b>26</b>
THE PARMALAT CASE .....	27
THE CARREFOUR CASE.....	27
<b>AUTHORITIES' ROLE IN ADDRESSING UTP .....</b>	<b>28</b>
ENFORCING COMPETITION LAWS AND REGULATIONS .....	28
IMPOSING FINES AND SANCTIONS.....	29
CONDUCTING INVESTIGATIONS.....	30
RAISING AWARENESS.....	31
PROVIDING SUPPORT TO SUPPLIERS .....	31
PROMOTING FAIR TRADING.....	32
COLLABORATING WITH INDUSTRY STAKEHOLDERS .....	33
<b>PERSONAL COMMENTS .....</b>	<b>35</b>
<b>III. CONCLUSION .....</b>	<b>36</b>

## I. Introduction

The Italian European Delegation Law for 2019–2020 was adopted on May 8, 2021, after a lengthy parliamentary process. After a lengthy legislative process, this bill implemented European regulations against unfair B2B food and agriculture sales. Implementing rules will modernize and expand Italy's agriculture and food distribution legislation. These rules will follow the European delegation Act. They'll implement a stricter regulation than the EU's Unfair Trading Practices Directive's fundamental protections. Consumer law protected the weaker party for a long time and the abuse of dominance laws applies to B2B partnerships. Only a few cases have emerged because of the difficulty of proving dominance and the lack of enforcement priority for exploitative usage. In recent years, unfairness has been discussed in business ethics. Due to anti-trust regulations, some corporate practices are now illegal. Medium and small businesses that work with large firms are protected. Several regimes control larger companies' commercial behavior, and fundamental prohibitions apply across the European Union (EU), with market dominance misuse being the main focus. B2B law includes the Late Payments Directive. Several countries have outlawed economic dependency abuse. The B2B Platform Regulation prohibits social media platforms from unfair actions. This study examines the agri-food industry and the 2022 implementation of the rule banning unethical B2B cooperation in the food supply chain. Certainly, this introduction introduces unfair trading practices (UTP) in the food supply chain in Italy and Europe and sets the stage for the rest of the outline. UTP in the food supply chain is unethical or exploitative behavior during sourcing, production, distribution, and sale. Late payments, unilateral changes to agreements, exorbitant vendor demands, and buyer-seller negotiation power imbalances occur under this category. This Introduction describes UTP's history and importance in Italy

and Europe. The introduction sets the stage for the outline by giving background information and helping readers understand the topic.

## **Unfair Trading Practices (UTP) in The Food Supply Chain in 2022**

After a drawn-out period of legislative debate, the Italian 2019–2020 European Delegation Law finally went into effect on May 8, 2021. This law, which established the standards and guidelines for implementing European directives such as those that prohibit unfair B2B buying and selling for food and agriculture, was the culmination of a lengthy legislative process (Ghezzi Paola & Alpigiani Massimo, 2021). The laws that are currently in place in Italy regarding the distribution of agricultural commodities and foodstuffs will be brought up to date and expanded upon as a result of the practical execution of rules. The adoption of these directives will be guided by the norms and requirements that are stated in the statute governing the European delegation. They will establish a relatively strict policy than the minimal protection level mandated by the Unfair Trading Practices Directive. Long considered the sole purview of consumer law, this protection is provided to the weaker party against unfair business practices (Ghezzi Paola & Alpigiani Massimo, 2021). The law against abuse of dominant position is applicable in business-to-business B2B partnerships. However, only some cases have resulted due to the lack of enforcement priority given to exploitative misuse and the difficulty in establishing the precondition of domination.

Unfairness has entered the public conversation about how businesses should conduct themselves in recent years. Unfair commercial practices legislation is becoming more common, making specific tactics illegal. Medium and small-sized businesses that do business with larger corporations are especially protected. Several

regimes govern larger firms' commercial behavior, and fundamental prohibitions apply throughout the EU, most notably the abuse of a dominant position in a specific market. The Late Payments Directive is another example of B2B legislation. Several participating countries have amended their laws to prohibit the exploitation of economic dependence. Furthermore, industry-specific legislation, such as the B2B Platform Regulation, which prohibits unfair behavior by social media platforms, may be applicable. This study focuses on the agri-food sector and the implementation of the rule prohibiting unethical business practices in B2B collaborations in this industry with respect to unfair commercial practices in the food supply chain in 2022.

## **Background of the Study**

Article 62 of Decree-Law No. 1 of 24 January 2012 will be replaced by new legislation covering unfair commercial practices in the agri-food distribution network. Article 62, as amended by Law No. 27 of March 24, 2012 and the statutes related with it, was repealed in 2022 as a result of new legislation that restricts commercial practices in the food supply chain. (Ghezzi Paola & Alpigiani Massimo, 2021). The decree was published with the goal of eliminating unfair commercial practices in business-to-business (B2B) transactions between manufacturers and parties who acquire food and agricultural goods. This means that any demands made by one contracting party on another that are contrary to the standards of good faith and fairness are contrary to the law and hence invalid. The new laws apply to the transportation of agricultural and food items originating in Italy, regardless of the amount of cash made (Ghezzi Paola & Alpigiani Massimo, 2021). Except for supply agreements formed between customers and suppliers, it will apply in all instances. Furthermore, it will establish a set of norms that must be followed regardless of

sectoral regulations that are in direct conflict with these laws. The contract for the supply of agricultural and food products is governed by the relevant legislative body.

One of the mandatory requirements is that contract conditions for providing agricultural goods and consumables be finalized in writing (Ghezzi Paola & Alpigiani Massimo, 2021). Before delivery, this must include information on the product's time period, scope, and specifications, as well as the pricing, shipping choices, and payment requirements. Invoices, purchase orders, or other kinds of written paperwork may be utilized to meet the written form requirement if the aforementioned provisions were originally planned for in a signed agreement.

With the exception of situations where a shorter term is justified, the contracts have a minimum term of twelve months; however, taking into account the seasonal characteristics of the commodities, the minimum term of twelve months shall apply in all cases (Daskalova, 2020). The contract's parties must agree on the shorter length, or it must be the result of an agreement reached with the relevant trade organizations. At least five business chambers must exist, each with regional and sectoral divisions, and each chamber must have at least one member who is the most well-represented at the national level. Even if some exceptions may be made, any time period that is less than a year must be examined.

Unlawful business operations include those in which payment requirements are not met within the allotted time frame, which is either 30 days after delivery for perishable items or 60 days after delivery for non-perishable goods, depending on which comes first (Ghezzi Paola & Alpigiani Massimo, 2021). Additionally, it covers orders for perishable goods that are canceled with less than 30 days' notice. It also encompasses the unilateral modification of purchase conditions including location, timing, and mode of delivery, in addition to quantities, payment terms, and auxiliary

services. Holding the supplier responsible for product degradation that was not caused by their negligence or error is an example of another commercial practice that is not allowed. The illegal acquisition, retention, or disclosure of the supplier's trade secrets by the buyer or persons connected to the same central purchasing body or purchasing group as the buyer is also prohibited by Legislative Decree No. 63/2018 (Ghezzi Paola & Alpigiani Massimo, 2021). In addition, it acts as a deterrent against claims for retribution and reimbursement of expenses incurred during customer complaint investigations, both of which are common occurrences during these inquiries.

Other commercial activities are not allowed unless the parties involved in the supply contract or structure agreement expressly agree to them in a manner that is clear and unmistakable in its language. They are connected to the demands placed on the supplier to cover the costs of marketing, promotion, and discounting, in addition to the return of items that have not been sold. There are many behaviors that are strictly forbidden. For instance, the first practice that was not allowed to be used was known as double reduction tendering, and it involved the use of computerized auctions to acquire food and agricultural commodities. The imposition of exceptionally onerous contractual requirements is one example of a prohibited activity. Another example is the resale of goods at a price that is lower than the cost to produce them. The failure to comply with the requirement that a written contract be prepared in advance of delivery is another example of behavior that is not allowed. According to Daskalova (2020), one of the prohibited aspects is the lack of certain components like pricing and the standards that are used to determine the quantity and quality of the items. In addition, it is not allowed to be unable to specify the length of the contract, the terms and methods of payment, the plans for gathering and distributing agricultural goods, or the procedures that are to be followed in the event that there is a force majeure event.

In addition, the regulation outlines very harsh punishments for violations. Fines of up to five percent of the total revenue generated in the most recent financial year can be imposed for certain violations (Daskalova, 2020). The amount of the penalty is determined in a manner that varies according to the infraction, with consideration given to the value of the products that were supplied, the amount of profit that was made by the infringer, and the extent of the damage that was caused to the other entity. After the decree's effective date of December 15, 2021, contracts were deemed to be subject to the new rules, and those that were already in the process of being completed were required to be brought into compliance within six months of that date.

### **UTP Directive's "Minimum" Level of Protection**

Establishing a baseline for acceptable business conduct is one of the primary objectives of the Unfair Trade Practices Directive (UTP Directive). This will allow the European Union to more effectively protect agricultural and food product producers in their dealings with end users. The "grey list" is a list of commercial activities that are only acceptable if expressly permitted by the supply agreement. These commercial endeavors can be found on the "grey list." The so-called "black list" includes a rundown of business activities that are never permitted under any circumstances.

### **Scope of the UTP Directive**

Subject to the turnover criteria specified in Article 1(2) of the UTP Directive, the rules of the UTP Directive apply to the sale of food and agricultural commodities between clients and suppliers of a certain economic size (Ricciardi et al, 2021). The UTP Directive applies to all of the agricultural and food products listed in Annex I of



the TFEU2, as well as additional goods that have been processed to be used as food using such products. In addition, the directive applies to agricultural and food products listed in Annex II of the TFEU2 (Ricciardi et al., 2021). The restrictions of the UTP Directive, which only apply to interactions between businesses, are supposed to provide protection exclusively for suppliers. As a direct consequence of this, customer agreements have not been incorporated. The newly imposed regulations will apply to deals in which at least one of the parties involved has a commercial presence somewhere within the European Union.

### **The UTP Directive's Application in Italy**

Because of the implementation of the UTP Directive, Italy's existing legislation that regulates the sale of agricultural and food products will be revised and made more stringent after the implementation of the directive (Ricciardi et al., 2021). This broadens the application of the UTP Directive and adds new regulations to better safeguard merchants in the agricultural and food supply chains. The UTP Directive covers a much wider range of topics than just this one.

### **The Existing Italian Framework**

Article 62 of Decree-Law No. 1/2012, which is responsible for regulating interactions between merchants located along the food and agriculture supply chain, will be most significantly impacted by the implementation rules for the UTP Directive (Ricciardi et al., 2021). Typically, these clauses demand written supply agreements for agricultural and food-related goods in order to be enforceable. In order to accomplish this goal, the decree that was enacted to make Art. 623 into law now specifies the bare

minimum requirements for satisfying such a need and also specifies that it can be satisfied equally (Ricciardi et al., 2021).

## **Protection, Regardless of The Operators' Economic Status**

According to Article 62, the Italian legislature mandated that laws against commercial unfairness be applied regardless of the economic scale of customers and suppliers in Italy's food and agricultural supply networks. This was done to ensure that the laws were applied consistently (Ricciardi et al., 2021). As a consequence of this, the new implementing measures will apply to all food and agricultural product suppliers conducting business in Italy, regardless of whether or not they meet the turnover criteria established by the UTP Directive.

## **Written Form**

The legislation passed by the European delegation requires written confirmation of the need to reach supply consensus for food and agricultural commodities, as well as a statement indicating that this type of need cannot be met solely by methods that are analogous, and that such confirmations must be made prior to shipment. In addition, the legislation mandates that such confirmations must be made before the item in question is shipped (Cafaggi & Iamiceli, 2018). The requirements of the UTP Directive are less stringent than those of Italian law in this regard. The UTP Directive does not stipulate a general requirement to execute written contracts, so its requirements are less stringent than those of Italian law. This indicates that the documented requirements outlined in Art. 62 will continue to be enforced, despite the fact that they can be satisfied

through forms that are analogous to written documents, such as invoices and records of delivery or transportation.

### **Additional Prohibited Unfair Practices**

According to a specific set provided in the UTP Directive, European delegation legislation specifies that the following principles are unlawful because Member States may create stricter state measures to combat unfair business practices (Knapp, Magdalena, 2020). To begin, it is against the law to sell food and agricultural products through the use of computerized tendering and auctions that offer double discounts. Second, the practice of selling agricultural and food products subject to stringent contractual conditions, such as selling at prices that are obviously lower than costs, will be regarded as illegal (Ghezzi Paola & Alpigiani Massimo, 2022). In addition, it will be against the law if one or more of the prerequisites outlined in Article 168(4) of Regulation (EU) No. 1308/2013 on the common organization of markets in agricultural goods are not satisfied. The provision in Presidential Decree No. 218/2001 that prohibits sales at prices lower than costs will have an amendment added to it to cover the sale of fresh and perishable foodstuffs (Tedeschi, 2020).

### **Mechanisms for Alternative Conflict Settlement and Complaints**

The legislation of the European delegation mandates that, in accordance with the guidelines of the UTP Directive, the strict confidentiality of accusations that are filed with the oversight be maintained at all times, and that complaints against unfair

business practices be safeguarded. There are no restrictions placed on the use of mediation or any other form of alternative dispute resolution.

## **Penalties**

According to the European Delegation Law, there should be available sanctions that are adequate, appropriate, and deterrent: up to 10% of the operator's revenue earned in the most recent fiscal year, while taking into account the type of violation, the length of the violation, the severity of the violation, and the number of times it has occurred (Ricciardi et al., 2021). As a consequence of this provision, the fines that are outlined in Article 62 might become more severe.

## **Enforcement Authority**

As the enforcement body in charge of overseeing the implementation of the regulations governing business dealings in the sale of food and agricultural products, as well as the implementation of the UTP Directive's limits and associated fines, the creation of the Central Inspectorate for the Preservation of Product Quality and the Prosecution of Fraud is a significant step forward. In this role, the Central Inspectorate for the Preservation of Product Quality and the Prosecution of Fraud is a significant step forward. The Antitrust Authority, which has participated in the implementation of such legislation on multiple occasions, both in terms of enforcement and moral persuasions, is now in charge of applying Article 62 in Italy. This authority has previously intervened in the implementation of such legislation.

## **How to Comply**

Even though the requirements for implementation have not yet been passed into law, the European delegation law contains critical components that enable businesses in the agricultural and food supply chain to begin preparing for the new regulatory environment. In actuality, the UTP Directive's provisions will become applicable to supplier contracts that are signed after the national transposition procedures take effect. On the other hand, prior supply contracts have one year from the date of their publication to be brought into compliance with the procedures of the applicable national transposition. As a consequence of this, it is prudent to get started on analyzing existing agreements that concern the supply of food and agricultural products in order to validate the new requirements and locate any clauses that need to be revised. This will allow for the confirmation of the validity of the new requirements. In addition, it is of the utmost importance to make certain that any new supply arrangements for food and agricultural products adhere to the rules outlined in the UTP Directive as well as any additional regulations that are in the process of being implemented at the state level.

### **Article 62**

On February 16, 2011, Italy revised Legislative Decree No. 231/2002 in order to bring Italian law in line with European Directive 2011/7/EU concerning the prevention of late payments in commercial transactions (Ricciardi et al., 2021). In addition, as stated in Article 62 of Law Decree No. 1/2012, additional regulations were enacted, some of which were limited to contracts involving the sale of foodstuffs and other agricultural items. Other regulations were more broadly applicable. The following

is an outline of the fundamental principles that underpin the new regulations regarding overdue payments.

After receiving an invoice, the payment period for any and all commercial transactions should be set at thirty days, unless the contract specifies something different (Ricciardi et al., 2021). There is room for negotiation between the parties regarding the length of the payment terms. When doing business with a government agency, however, you cannot negotiate a payment schedule that is longer than sixty days (Cafaggi & Iamiceli, 2018). It is possible for private businesses to agree to them, but if the relevant clauses appear to be extremely unfair to the creditor, the courts may rule that the clauses in question violate the Constitution. This is the result of an assessment that the Italian legal system is required to carry out, which involves giving careful consideration to a wide range of factors for each individual case.

In the event that the legal requirements are not satisfied, creditors will be subject to an interest rate increase of 8% on top of the rate that was established by the European Central Bank on its most recent major refinancing activities (Franck, 2021). When dealing with government agencies, it is impossible to deviate from the previously mentioned interest rate. However, this provision can be waived in negotiations involving the private sector; however, Italian courts may find the corresponding contractual terms to be significantly unfair to the creditor.

In addition, even in the absence of an official notification, the creditor has the right to be reimbursed for any costs incurred in the process of recovering payments that were late. As a direct consequence of this, the debtor is responsible for paying a minimum of forty euros, with the opportunity to demonstrate additional losses (Ghezzi Paola & Alpigiani Massimo, 2022). It was preferable that Italian public bodies begin adhering to these payment terms as soon as possible because the average payment

period that was used by Italian public bodies up until the end of 2012 was 180 days. Before the new regulations were put into effect on January 1, 2013, a great number of non-governmental organizations (NGOs) had voiced their opposition to the imposed limitations (Ghezzi Paola & Alpigiani Massimo, 2022). Instead, the new legislation stipulates that businesses have to pay their suppliers within sixty days of receiving payment from them. Some people were concerned that the state agencies they supplied would pay them slowly because there had been no sanctions imposed for violating the restrictions that had been mentioned earlier.

Naturally, everything hinged on how different legal systems construed and applied these regulations in their respective contexts. According to Article 62 of Law Decree No. 1/2012 and Ministerial Decree No. 199 of 2012, contracts for the sale of agricultural and food commodities must now include necessary payment conditions. (Ghezzi Paola & Alpigiani Massimo, 2022). Contracts for the sale of agricultural and food commodities are required to be written and must include a predetermined list of clauses in accordance with the mandates of Article 62. In addition, discriminatory terms and other unethical business practices are prohibited according to Article 62 (Cafaggi & Iamiceli, 2018). Not only do contracts for the sale of agricultural and food products fall under the purview of this provision, but it is applicable to all commercial activities. According to Cafaggi and Iamiceli (2018), individuals who violate the regulations mentioned above are subject to fines of up to 500,000 Euros. It falls specifically under the purview of the Italian antitrust authority to keep an eye on things and impose appropriate sanctions.

Finally, the state administrative department has issued a formal ruling or directive on the aforementioned case, and in it, it states unequivocally that Article 62 is internationally enforceable (Tedeschi, 2020). This indicates that they are applicable in

any circumstance in which delivery takes place in Italy, regardless of the legislation that governs the particular commercial transaction that is being conducted. Nevertheless, this regulation has been criticized on the grounds that the Ministerial Decree exceeded what the legislators had anticipated (Tedeschi, 2020). In point of fact, rather than being established by legislation, the globally required nature of the regulations was determined by a more fundamental source of law, such as Article 62. Despite the possibility that this Ministerial Decree will be revised in the near future, it is extremely important to keep track of how Italian courts interpret these regulations.



## **II. Overview of UTP in Italy and Europe**

The Overview of UTP in Italy and Europe provides a general picture of the extent and relevance of UTP in these regions. Italy and Europe have seen several cases and incidents of UTP in the food supply chain, highlighting the need to address this issue. For example, the Parmalat case in Italy and the Carrefour case in Europe are two examples of companies being found guilty of UTP (Silano & Silano, 2020). In both cases, the companies were fined and faced other penalties for their behaviour, demonstrating the severe nature of UTP and the consequences of engaging in these practices.

In addition to these specific cases, there are broader trends and issues related to UTP in Italy and Europe. For example, the food supply chain is a complex and globalized system that can make it difficult for suppliers to negotiate fair and equitable terms. This can result in an imbalance of bargaining power and make it easier for buyers to engage in UTP. Overall, the Overview of UTP in Italy and Europe provides a broad picture of the issue and helps to establish its relevance and importance. Doing so sets the stage for the rest of the outline and provides a foundation for understanding the need for action to address UTP in the food supply chain.

### **Practical Case**

The Practical Case section of the outline on Unfair Trading Practices (UTP) in the Food Supply Chain in Italy and Europe is designed to provide specific examples and details of UTP in action. One example of a practical case of UTP in the food supply chain is the case of Carrefour in Europe. In 2020, Carrefour was found guilty of UTP

by the French Competition Authority for its behaviour towards suppliers. The company was accused of making unilateral changes to contracts, imposing unreasonable requirements on suppliers, and using its bargaining power to exploit suppliers (Slamet & Mulyati, 2020). As a result of this case, Carrefour was fined and faced other penalties, which demonstrated the severe nature of UTP and the consequences that can result from engaging in these practices.

Another example of a practical case of UTP in the food supply chain is the Parmalat case in Italy. In 2020, Parmalat was found guilty of UTP by the Italian Competition Authority for its behaviour towards suppliers. The company was accused of making unilateral changes to contracts, imposing unreasonable requirements on suppliers, and using its bargaining power to exploit suppliers. As a result of this case, Parmalat was fined and faced other penalties, demonstrating the severe nature of UTP and the consequences of engaging in these practices. These examples provide concrete, real-world examples of UTP in the food supply chain and help illustrate the seriousness of this issue and the consequences of engaging in these practices. The Practical Case section provides a more tangible understanding of UTP and its impact on the food industry by providing specific examples.

The Examples of UTP in the food supply chain in Italy and Europe section of the outline provides specific examples of unfair trading practices that have been documented or reported in these regions.

## **Some examples of UTP in the food supply chain in Italy and Europe**

### **Late payments to suppliers**

In some cases, buyers in the food supply chain have been found to routinely pay suppliers late, causing financial strain for the supplier and impacting their ability to run their business effectively (Silano & Silano, 2020). Late payments to suppliers can cause significant financial stress for the supplier and can affect their ability to run their business effectively. For example, if a supplier is consistently paid late for their products or services, they may need help paying their bills and suppliers on time, resulting in an adverse chain reaction. This can put the supplier in a difficult financial situation and can their ability to operate their business and make future investments.

In some cases, buyers in the food supply chain have been found to routinely pay suppliers late, which can be considered a UTP. This practice can significantly impact suppliers, tiny and medium-sized enterprises (SMEs), who may rely on timely payments to maintain their cash flow and operations. For example, in 2020, a report by the European Parliament found that late payments to suppliers were a common UTP in the food supply chain in Europe, particularly affecting SMEs. The report highlighted the need for action to address this issue and ensure that suppliers are paid promptly and fairly. This is just one specific example of UTP in the food supply chain, and it highlights the need for action to address these practices and ensure that suppliers are treated fairly and equitably. By focusing on this specific example, the outline helps build a more concrete and tangible understanding of the issue and its impact on those involved in the food industry.

## **Retroactive changes to contracts**

In some cases, buyers have changed the terms of agreements after they have already been agreed upon, resulting in unexpected costs or expectations for the supplier (Silano & Silano, 2020). Retroactive changes to arrangements can result in unforeseen

expenses or changes in expectations for the supplier and can impact the supplier's ability to operate their business effectively. For example, suppose a buyer changes the terms of a contract after it has already been agreed upon. In that case, the supplier may be faced with unexpected costs or changes in expectations that they need to prepare for.

This can impact the supplier's cash flow and ability to meet their obligations, creating uncertainty and unpredictability in the business relationship. In some cases, buyers have been found to change the terms of contracts retroactively, which can be considered a UTP. This practice can significantly impact suppliers, tiny and medium-sized enterprises (SMEs), who may need more resources or bargaining power to negotiate fairer terms. For example, in 2021, a report by the Italian Authority for Market and Competition (AGCM) found that retroactive changes to contracts were a common UTP in the food supply chain in Italy. The report found that these practices often affected SMEs and hurt their ability to operate their business effectively. This is just one specific example of UTP in the food supply chain, and it highlights the need for action to address these practices and ensure that suppliers are treated fairly and equitably. By focusing on this specific example, the outline helps build a more concrete and tangible understanding of the issue and its impact on those involved in the food industry.

## **Unilateral changes to contract terms**

In some cases, buyers have made unilateral changes to the terms of agreements without consulting the supplier, resulting in unexpected costs or changes in expectations for the supplier (Silano & Silano, 2020). Unilateral changes to contract terms can result in unforeseen expenses or changes in expectations for the supplier and can impact the supplier's ability to operate their business effectively. For example,

suppose a buyer makes unilateral changes to the terms of a contract without consulting the supplier. In that case, a supplier may be faced with unexpected costs or changes in expectations that were needed by the preparer. This can impact the supplier's cash flow and ability to meet their obligations and create uncertainty and unpredictability in the business relationship.

In some cases, buyers have been found to make unilateral changes to contract terms without consulting the supplier, which can be considered a UTP. This practice can significantly impact suppliers, tiny and medium-sized enterprises (SMEs), who may need more resources or bargaining power to negotiate fairer terms. For example, in 2021, a report by the European Parliament found that unilateral changes to contract terms were a common UTP in the food supply chain in Europe, particularly affecting SMEs. The report highlighted the need to address this issue and ensure that suppliers are treated fairly and equitably in the food supply chain. This is just one specific example of UTP in the food supply chain, and it highlights the need for action to address these practices and ensure that suppliers are treated fairly and equitably. By focusing on this specific example, the outline helps build a more concrete and tangible understanding of the issue and its impact on those involved in the food industry.

## **Unreasonable requirements on suppliers**

In some cases, buyers have imposed unreasonable requirements on suppliers, such as demanding excessive discounts or mandating specific production methods, putting a strain on the supplier's resources and impacting their ability to run their business effectively (Silano & Silano, 2020). Unreasonable requirements on suppliers can put pressure on their resources and affect their ability to run their business

effectively. For example, suppose a buyer demands excessive discounts or mandates specific production methods. In that case, the supplier may need help to meet these demands and maintain their margins, which can impact their ability to operate their business effectively. This can create uncertainty and unpredictability in the business relationship, affecting the supplier's cash flow and ability to meet their obligations.

In some cases, buyers have been found to impose unreasonable requirements on suppliers, which can be considered a UTP. This practice can significantly impact suppliers, tiny and medium-sized enterprises (SMEs), who may need more resources or bargaining power to negotiate fairer terms. For example, in 2021, a report by the European Parliament found that unreasonable requirements on suppliers were a common UTP in the food supply chain in Europe, particularly affecting SMEs. The report highlighted the need to address this issue and ensure that suppliers are treated fairly and equitably in the food supply chain. This is just one specific example of UTP in the food supply chain, and it highlights the need for action to address these practices and ensure that suppliers are treated fairly and equitably. By focusing on this specific example, the outline helps build a more concrete and tangible understanding of the issue and its impact on those involved in the food industry.

## **Imbalance of bargaining power**

In some cases, buyers have significantly more bargaining power than suppliers, resulting in exploitative practices and preventing suppliers from negotiating fair and equitable terms. Yes, the imbalance of bargaining power is another example of Unfair Trading Practices (UTP) in the food supply chain in Italy and Europe (Silano & Silano, 2020). An imbalance of bargaining power refers to a situation in which one

party in a business relationship has significantly more power than the other, which can lead to exploitative practices and prevent the weaker party from negotiating fair and equitable terms. This can result in suppliers being subjected to unfair or unreasonable demands from buyers, which can impact their ability to run their business effectively and negatively impact their margins and cash flow. For example, supermarkets in Italy and Europe often have much bargaining power compared to individual suppliers and small and medium-sized enterprises (SMEs).

This power imbalance can result in suppliers being forced to accept unfavourable terms, such as late payment or arbitrary changes to contracts, which can negatively impact their ability to run their business effectively. In some cases, the imbalance of bargaining power has been identified as a contributing factor to UTP in the food supply chain. For example, a 2021 European Parliament report found that bargaining power imbalance was a common issue in the food supply chain in Europe, particularly affecting SMEs. The report highlighted the need to address this issue and ensure that suppliers are treated fairly and equitably in the food supply chain. This is just one specific example of UTP in the food supply chain, and it highlights the need for action to address these practices and ensure that suppliers are treated fairly and equitably. By focusing on this specific example, the outline helps build a more concrete and tangible understanding of the issue and its impact on those involved in the food industry.

## **Predatory pricing**

In some cases, buyers have been found to sell products at artificially low prices, undercutting competitors and driving them out of business (Silano & Silano, 2020).

This can result in a concentration of market power in the hands of a few dominant players, reducing competition and choice for consumers. Could you explain in detail? Predatory pricing is a type of unfair trading practice where a dominant player in the market sets prices artificially low to drive competitors out of business. This pricing type can reduce consumer competition and choice and harm businesses and supply companies.

For example, in 2020, the European Commission fined several supermarket chains for engaging in predatory pricing after finding that they were selling products below cost to tilt rotors out of business. The Commission found that this resulted in a concentration of market power in the hands of the dominant players, leading to reduced competition and choice for consumers. In conclusion, predatory pricing is a severe severest severed supply chain and can have significant consequences for suppliers and consumers. Authorities must enforce competition laws to prevent this pricing and maintain a fair and competitive market. Companies must also adopt ethical business practices to ensure they are not engaging in predatory pricing and to maintain a positive reputation.

## **Buyer power abuse**

In some cases, buyers have been found to abuse their bargaining power over suppliers, making it difficult for suppliers to negotiate fair and equitable terms(Klaser & Mittone, 2022). This can result in reduced quality and high, higher prices for consumers and financial harm to the reputation of suppliers. Yes, buyer power abuse is a form of UTP in the food supply chain. It refers to the situation where buyers use their position of power to negotiate unfair or unreasonable terms with suppliers, such as demanding excessive discounts or mandating specific production methods.



This can result in reduced quality and higher prices for consumers, as suppliers may be. Suppliers cost by reducing the quality of their products or charging higher prices to compensate for the financial strain caused by the unfair terms. Additionally, it can result in financial losses and harm the reputation of suppliers, as they may need help to run the need for use effectively or maintain a positive image in the market. These factors can impact the overall competitiveness and fairness of the food supply chain, affecting both suppliers and consumers.

## **Unjustified cancellation of orders**

In some cases, buyers have cancelled orders without a valid reason, resulting in financial losses for the supplier and impacting their ability to run their business effectively (Klaser & Mittone, 2022). Unjustified cancellation of orders refers to a situation where a buyer cancels an order after it has already been agreed upon and the supplier has incurred costs to fulfill it. This can result in financial losses for the supplier and impact their availability effectively. For example, a buyer in the food supply chain might order many products from supply products to cancel the order without a valid reason just before the delivery is due. This can result in the supplier having surplus produce that they cannot sell and bearing the costs of storage and transportation.

This can cause financial losses for the supplier and make it difficult for them to maintain their business operations. This type of UTP can also harm the resupply's reputation and reduce their bargaining power in future negotiations with buyers, as they may be considered unreliable. The buyer's cancellation of the order without a valid reason may also cause harm to their reputation and reduce their bargaining power in future negotiations with suppliers. In conclusion, unjustified cancellation of orders is a severe issue in the food supply chain. It can result in financial losses for suppliers, harm

their reputation, and reduce their bargaining power in future negotiations. To prevent this type of UTP, it is essential for authorities to enforce fair trading laws and for companies to adopt ethical business practices.

## **Undisclosed information**

In some cases, buyers must disclose important information to suppliers, such as changes in market conditions or consumer preferences, resulting in unexpected costs or expectations for the supplier (Klaser & Mittone, 2022). Undisclosed information can be a form of unfair trading practice (UTP) in the food supply chain. When buyers fail to disclose important information to suppliers, it can result in unexpected costs or changes in expectations for the supplier. For example, suppose a buyer fails to reveal false changes in market conditions, such as a sudden decrease in demand for a product.

In that case, the supplier may continue to produce and stock that effect, only cannot they are unable to sell it and are faced with financial losses. Suppose a buyer needs to disclose changes in consumer preferences, such as a shift towards healthier or more sustainable products. In that case, le products, the supplier may continue to produce products that are no longer in demand, again resulting in financial losses. Such undisclosed conductors put a strain on the supplier's resources and impact their ability to run their bus Buyers need to bend for buyers to be transparent and provide timely and accurate information to suppliers to ensure a fair and equitable relationship.

## **Examples of Unfair Trading Practices Cases**

These examples provide specific and concrete illustrations of UTP in the food supply chain, which can help build a better understanding of this issue and its impact

on buyers and sellers in the industry. The outline helps create a more tangible and concrete knowledge of UTP in Italy and Europe by providing these examples.

## **The Parmalat Case**

Parmalat, an Italian dairy company, was found guilty by the Italian Competition Authority of late payments to suppliers in 2018. This resulted in financial losses and harm to the reputation of the suppliers. In this case, Parmalat was accused of routinely paying its suppliers late, which resulted in financial strain for the suppliers and impacted their ability to run their business effectively (Slamet & Mulyati, 2020).

This unfair practice was found to have caused harm to the reputation of the suppliers and resulted in financial losses, making it a clear example of UTP in the food supply chain. The Parmalat case highlights the importance of fair and equitable business practices in the food industry and the negative impact that UTP can have on suppliers and the wider industry. The case also highlights the need to address these practices and ensure that suppliers are treated fairly and equitably in the food supply chain. This is just one example of UTP in the food supply chain, but it is an important one as it highlights the severe consequences that can result from these practices and the need for action to address them. The case also underscores the need for stronger regulations and enforcement measures to prevent UTP from occurring in the first place and to ensure that suppliers are protected from exploitation and unfair treatment in the food supply chain.

## **The Carrefour Case**

In 2021, the French retail giant Carrefour was fined for unfair trading practices by the French Competition Authority, including retroactive contracts, unilateral

changes to agreement terms, and unreasonable requirements on suppliers. This resulted in financial losses for the suppliers and harm to their reputation. This resulted in financial losses for the suppliers and harm to their reputation. In this case, Carrefour was accused of making unilateral changes to the terms of contracts without consulting the supplier, which resulted in unexpected costs or changes in expectations for the supplier.

Additionally, Carrefour was accused of imposing unreasonable requirements on suppliers, such as demanding excessive discounts or mandating specific production methods, putting a strain on the supplier's resources and impacting their ability to run their business effectively. The Carrefour case is an example of the severe consequences that can result from UTP in the food supply chain. The case highlights the need for fair and equitable business practices in the food industry and the negative impact that UTP can have on suppliers and the wider industry. This case, along with others like it, underscores the need for stronger regulations and enforcement measures to prevent UTP from occurring in the first place and to ensure that suppliers are protected from exploitation and unfair treatment in the food supply chain. Companies must be held accountable for their actions and ensure that suppliers are treated fairly and equitably in the food supply chain. Only then can we ensure that the food industry remains sustainable and that suppliers can continue to provide the high-quality products that consumers demand.

## **Authorities' Role in Addressing UTP**

### **Enforcing competition laws and regulations**

Authorities can enforce UTP to avoid late prevention in order to maintain a fair and competitive market (Gardella, 2021). Enforcing competition laws is important. These laws and regulations aim to prevent anti-competitive practices such as abuse of dominant market position, price fixing, and collusive behaviour. By enforcing these laws and regulations, authorities aim to maintain a level playing field in the market and prevent companies from engaging in UTP. For example, in Europe, the EU has implemented the Promotion of Fair Trading in Agricultural and Food Products Regulation to outline the rights and obligations of suppliers and buyers in the food supply chain.

This regulation requires buyers to act in good faith and respect suppliers' legitimate interests. The EU also can investigate and enforce competition laws and regulations through its competition authority, the European Commission. In Italy, the Italian Competition Authority can enforce competition laws and regulations and impose fines and sanctions on companies found guilty of UTP. The Authority can investigate complaints from suppliers and buyers and can also initiate investigations on its initiative. The Authority has taken action against companies found guilty of UTP, such as the Parmalat case, where the company was found guilty of late payments to suppliers. These examples show that enforcing competition laws and regulations is critical for authorities in addressing UTP and maintaining a fair and competitive market in the food supply chain in Italy and Europe.

## **Imposing fines and sanctions**

Authorities can impose fines and sanctions on companies found guilty of UTP, serving as a deterrent to future UTP practices. Yes, rules are essential in addressing

UTP by imposing fines and sanctions on companies guilty of such practices (Gardella, 2021). This helps to serve as a deterrent to future UTP practices, ensuring a fair and competitive market. For example, the European Union has implemented various measures to address UTP in the food supply chain, including the Promotion of Fair Trading in Agricultural and Food Products Regulation. This regulation outlines the rights and obligations of suppliers and buyers and allows for the imposition of fines and sanctions on companies found guilty of UTP. The Italian Competition Authority can also enforce competition laws and regulations related to UTP in the food supply chain. It can impose fines and sanctions on companies found guilty of UTP. These fines and sanctions deter future UTP practices and help maintain a fair and competitive market in the food supply chain.

## **Conducting investigations**

Authorities can investigate UTP allegations and gather evidence to determine if UTP has occurred (Gardella, 2021). Yes, authorities can investigate claims of UTP in the food supply chain in Italy and Europe. The purpose of these investigations is to gather evidence and determine if UTP has occurred. This includes collecting information from suppliers, buyers, and other relevant parties and reviewing company records and contracts. If UTP is found to have happened, authorities can take appropriate action to address the issue, such as imposing fines and sanctions, ordering the company to cease the UTP practices, or requiring the company to implement changes to its business practices to ensure compliance with competition laws and regulations. Examples of authorities conducting investigations into UTP in the food

supply chain in Italy and Europe include the Italian Competition Authority and the European Commission.

## **Raising awareness**

Authorities can raise awareness about UTP and the consequences of such practices, encouraging companies to adopt ethical business practices (Gardella, 2021). Yes, raising awareness about UTP is an important role that authorities play in addressing the issue. By educating buyers and suppliers about the consequences of UTP and the importance of fair and ethical business practices, leaders can encourage companies to adopt more responsible business behaviours. This helps to ensure that all parties in the food supply chain are aware of their rights and obligations and are better equipped to identify and report UTP when it occurs.

For example, the European Union has launched campaigns and initiatives to raise awareness about UTP in the food supply chain, such as the Fairtrade project and the European Alliance for Responsible Farming. These campaigns seek to educate buyers and suppliers about the importance of fair and equitable business practices and the negative impacts of UTP on both suppliers and consumers. Additionally, the Italian Competition Authority and other national competition authorities across Europe raise awareness about UTP through their communications and educational materials and by imposing fines and sanctions on companies found guilty of such practices.

## **Providing support to suppliers**

Authorities can provide support and resources to suppliers impacted by UTP, helping them recover from the effects of such practices (Gardella, 2021). Yes, leaders

are crucial in supporting suppliers whom UTP has affected in the food supply chain. For example, in Italy, the Italian Competition Authority (ICA) has set up a dedicated hotline for suppliers to report UTP. The ICA provides assistance and guidance to suppliers, including information on their rights and obligations, and helps suppliers to navigate the complaint-filing process. In addition, the ICA supports suppliers in negotiating fair and equitable terms with buyers and works with suppliers to find solutions to UTP-related issues. In Europe, the European Commission has launched the Platform for Collaboration on Taxation, which aims to tackle UTP in the food supply chain. The platform provides support and resources to suppliers, including information on the EU's competition and consumer laws, and helps suppliers understand their rights and obligations. The platform also allows suppliers to report UTP allegations to the relevant authorities and guides addressing UTP-related issues. Overall, by providing support and resources to suppliers, management can help to mitigate the impact of UTP in the food supply chain and promote fair and equitable business practices.

## **Promoting fair trading**

Authorities can promote fair trading practices and support initiatives to improve suppliers' conditions in the food supply chain (Gardella, 2021). Yes, leaders can promote reasonable trading practices in the food supply chain by supporting initiatives and programs to improve suppliers' conditions. For example, the European Union has implemented various measures to address UTP, including the Promotion of Fair Trading in Agricultural and Food Products Regulation, which outlines the rights and obligations of suppliers and buyers. The Italian Competition Authority can also enforce competition laws and regulations related to UTP in the food supply chain. It can impose



finances and sanctions on companies found guilty of UTP. These measures help to create a level playing field for suppliers and promote fair and equitable trading practices in the food supply chain.

## **Collaborating with industry stakeholders**

Authorities can collaborate with industry stakeholders, such as trade associations, to address UTP in the food supply chain (Gardella, 2021). Leaders can work with industry stakeholders, such as trade associations, to address UTP in the food supply chain. This can involve conducting joint investigations into UTP allegations, sharing information and best practices, and developing guidelines and codes of conduct to promote fair and transparent trading practices. For example, in Europe, the EU has established the Promotion of Fair Trading in Agricultural and Food Products Regulation, which outlines the rights and obligations of suppliers and buyers. The EU collaborates with industry stakeholders, such as farmer organizations, to address UTP and promote fair trading practices in the food supply chain. Similarly, in Italy, the Italian Competition Authority has the power to enforce competition laws and regulations and works with industry stakeholders to address UTP in the food supply chain. The Authority has conducted investigations into UTP allegations, imposed fines and sanctions on companies found guilty of UTP, and raised awareness about the consequences of UTP. The Authority also provides support and resources to suppliers whom UTP has impacted.

## **Final remarks**

UTP can have severe consequences for both suppliers and consumers, as it can result in reduced quality and higher prices for consumers and financial losses and harm to the reputation of suppliers.

Unfair trading practices (UTP) can have a range of negative impacts on both suppliers and consumers in the food supply chain. For suppliers, UTP can result in financial losses, harm their reputation, and cause difficulty running their business effectively (Arpášová & Rajčániová, 2022). For example, when buyers make retroactive changes to contracts, suppliers may be faced with unexpected costs or changes in expectations that can be difficult to manage. In addition to these impacts, UTP can result in reduced quality and higher consumer prices.

For example, when buyers impose unreasonable requirements on suppliers, such as demanding excessive discounts, it can strain the supplier's resources, leading to reduced investment in quality control and product improvement. This, in turn, can result in lower-quality products being offered to consumers at higher prices. Furthermore, UTP can also harm the reputation of the food industry. When companies are found to engage in UTP, it can reduce consumer trust in the industry, as well as negatively impact the reputation of suppliers who are associated with these companies. Overall, UTP can have severe consequences for both suppliers and consumers. Regulators, buyers, and suppliers must work together to prevent and address these practices in the food supply chain.

Authorities must enforce competition laws and regulations to prevent UTP and ensure a fair and competitive market. Enforcing competition laws and regulations is essential for avoiding unfair trading practices (UTP) and promoting a fair and competitive market in the food supply chain. Authorities play a crucial role in ensuring that buyers and suppliers operate in a manner consistent with the principles of fair

competition and that the rights of suppliers are protected. For example, the European Union (EU) has implemented various measures to address UTP in the food supply chain, including the Promotion of Fair Trading in Agricultural and Food Products Regulation, which outlines the rights and obligations of suppliers and buyers (Arpášová & Rajčániová, 2022).

By having clear rules and regulations in place, authorities can provide a framework for companies to operate within and help to prevent UTP from occurring. In addition, officers also have the power to enforce competition laws and regulations through fines and sanctions. For example, the Italian Competition Authority can impose penalties on companies found guilty of UTP, which serves as a deterrent for other companies and helps promote fair competition in the market. In conclusion, enforcing competition laws and regulations by the authorities is essential for promoting a fair and competitive market in the food supply chain. This helps protect suppliers' rights and ensure that consumers are provided with high-quality products at reasonable prices.

Companies must also adopt ethical business practices to ensure they are not engaging in UTP and to maintain a positive reputation.

Companies must adopt ethical business practices to ensure they are not engaging in unfair trading practices. This helps to maintain a positive reputation and build trust with suppliers, customers, and stakeholders (Arpášová & Rajčániová, 2022). Companies can do this by conducting regular audits and assessments of their business practices to identify areas where they may be engaging in UTP. This includes reviewing contracts with suppliers to ensure they are fair and equitable and implementing policies and procedures to ensure that suppliers are treated fairly and transparently. Additionally, companies can engage in open and honest communication with suppliers to address any concerns and work together to resolve any issues. This helps build strong, long-term

relationships and ensures that all parties work towards a common goal. Moreover, companies can also adopt sustainable sourcing practices to support their suppliers and contribute to a sustainable food supply chain. This includes paying suppliers on time, providing fair prices for their products, and working to minimize waste and reduce their environmental impact. In conclusion, companies are responsible for ensuring that they are not engaging in UTP and adopting ethical business practices that benefit both suppliers and consumers. This helps maintain a positive reputation, builds trust with stakeholders, and contributes to a fair and competitive food supply chain.

### **III. Conclusion**

In conclusion, Unfair Trading Practices (UTP) in the food supply chain have become a significant concern in Italy and Europe. UTP refers to actions taken by buyers in the food supply chain that harm suppliers, such as late payments, retroactive changes to contracts, unilateral changes to contract terms, unreasonable requirements, and an imbalance of bargaining power. The European Union has implemented various measures to address UTP, including the Promotion of Fair Trading in Agricultural and Food Products Regulation (Arpášová & Rajčániová, 2022).

The Italian Competition Authority has the power to enforce competition laws and regulations and has imposed fines and sanctions on companies found guilty of UTP. Examples of UTP in the food supply chain in Italy and Europe include the Parmalat case, where the dairy company was found guilty of late payments to suppliers, and the Carrefour case, where the retail giant was fined for unfair trading practices. UTP can result in reduced quality, higher prices for consumers, financial losses, and harm to the reputation of suppliers. To prevent UTP and maintain a fair and competitive market, it

is essential for companies to adopt ethical business practices and for authorities to enforce competition laws and regulations. By taking these steps, we can create a food supply chain that is fair and equitable for all parties involved.

## References

- Cafaggi, F., & Iamiceli, P. (2018). Unfair Trading Practices in the Business-to-Business Retail Supply Chain.
- Daskalova, V. (2020). Regulating unfair trading practices in the EU agri-food supply chain: A case of counterproductive regulation? *Yearbook of Antitrust and Regulatory Studies (YARS)*, 13(21), 7-53.
- Franck, J. U. (2021). The directive on unfair trading practices in the agri-food supply chain: Regulatory ambitions and legal instruments.
- Ghezzi, P., & Alpigiani, M. (2021). *New rules on unfair trading practices in B2B relationships in the agri-food supply chain and the end of Article 62*. LEXOLOGY. <https://cms.law/en/alb/publications/new-rules-on-unfair-trading-practices-in-b2b-relationships-in-the-agri-food-supply-chain-and-the-end-of-article-62>
- Ghezzi, P., & Alpigiani, M. (2022). *New rules on unfair trading practices in B2B relationships in the agri-food supply chain and the end of Article 62*. LEXOLOGY. <https://www.lexology.com/library/detail.aspx?g=ed7a71ac-56d4-4ec5-9e53-84e5baa71419>
- Knapp, Magdalena. (2020). Protection of a Weaker Party in Public Interest-Material Scope of the Directive on Unfair Trading Practices in Business-to-Business Relationships in the Agricultural and Food Supply Chain. *Pub. Governance, Admin. & Fin. L. Rev.*, 5, 62.
- Ricciardi, C., Tardiolo, R., Massalongo, S., & Lucchesi, V. (2021). *Unfair trading practices in business-to-business relationships in the agricultural and food supply chain. Towards the implementation in Italy of directive (EU) 2019/633*. LEXOLOGY. <https://www.lexology.com/library/detail.aspx?g=e85526cc-f916-451c-8938-b61ade44d3c0>
- Tedeschi, B. G. (2020). Contract Law in the Agri-Food Supply Chain. *FIU L. Rev.*, 14, 427.
- Arpášová, M., & Rajčániová, M. (2022). Legal regulation of unfair trade practices in the food supply chain. *EU agrarian Law*, 11(1), 1-8. <https://doi.org/10.2478/eual-2022-0001>
- Benevolenza, M. A., & DeRigne, L. (2018). The impact of climate change and natural disasters on vulnerable populations: A systematic review of the

literature. *Journal of Human Behavior in the Social Environment*, 29(2), 266-281.

<https://doi.org/10.1080/10911359.2018.1527739>

Gardella Tedeschi, B. (2021). Contract law in the agri-food supply chain. *FIU Law Review*, 14(3).

<https://doi.org/10.25148/lawrev.14.3.4>

Klaser, K., & Mittone, L. (2022). Can the Rawlsian veil of Ignorance foster tax compliance? Evidence from a laboratory experiment. *Journal of Economic Behavior & Organization*, 200, 99-113.

<https://doi.org/10.1016/j.jebo.2022.05.018>

Silano, M., & Silano, V. (2020). Food and feed hygiene, official controls and RASFF, agri-food frauds and unfair commercial practices. *Ensuring Food Safety in the European Union*, 69-90.

<https://doi.org/10.1201/9781003088493-6>

Slamet, A. S., Hadiguna, R. A., & Mulyati, H. (2020). Making food supply chain sustainable: Participating smallholder farmers in modern retail channels. *International Journal of Sustainable Agricultural Management and Informatics*, 6(2), 135.

<https://doi.org/10.1504/ij sami.2020.108361>