FREE CHAPTER

Chapter 1. What you are actually buying

Buying a Small Business in France

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A woman who ran a beauty and slimming salon sold it at the end of November 2022. The price was €60,283.70, and the new owner took over on December 1. The sale passed on several leasing contracts for the salon's machines, worth €6,500 in total, and €283.70 of products on the shelves. Of the price, €55,000 was held by a law firm as escrow holder.

On February 3, 2023, two months in, the salon's only employee quit. The new owner said the customers had left with her, the revenue had all but vanished, and furniture was missing. On March 28, 2023, the buyer sued the seller for the whole €60,283.70 back, plus €5,000.

The buyer lost the big claim, and lost it on paper.

The court found that the buyer had been told before signing that the employee was leaving, and had been given €5,000 off the price for it. The missing furniture was settled by a list. On the day of the sale, both sides had initialed, page by page, a list of the furniture and machines being sold, and attached it to the deed:

> «Ces listes paraphées […] ont pour objet d'éviter tout litige sur la consistance et la délivrance des matériels cédés.»
>
> *(These initialed lists are there to prevent any dispute over what equipment was sold and handed over.)*

Then the buyer won two smaller claims, also on paper. The deed said the leasing contract on one machine, an LPG, ended on April 26, 2023. It really ended on October 26, 2023, because payments had been deferred at some point. Six more monthly payments landed on the new owner, and the seller had to repay them: €2,581.30. Separately, the seller had broken her promise not to compete, which cost her €5,000 in damages and a court order backed by a penalty of €200 for each day she kept breaking it.

Everything in that case turned on one question: what exactly was sold, and where was it written down?

Cour d'appel de Limoges, economic and social chamber, October 23, 2025, case no. 24/00528.

What to check, and where

You are buying a bundle, not a company

The purchase this book is about is not the seller's company. You buy his *fonds de commerce*: the business as a going concern, meaning the name over the door, the right to stay in the premises, the customers, the equipment and the inventory. The seller's company, if he has one, stays with him.

No article of French law defines a *fonds de commerce* in one sentence, and no article says what a sale carries with it when the deed is vague. What the law does say is what happens to the seller's lien, the security he keeps for any part of the price you still owe him. Article L141-5:

> «Il ne porte que sur les éléments du fonds énumérés dans la vente et dans l'inscription, et à défaut de désignation précise, que sur l'enseigne et le nom commercial, le droit au bail, la clientèle et l'achalandage.»
>
> *(It bears only on the elements of the business listed in the sale and in the registration, and, failing a precise description, only on the sign and trade name, the right to the lease, the regular customers and the walk-in trade.)*

Read that twice. When a deed does not name things precisely, even the law's own fallback shrinks to four items: the sign and trade name, the lease, the regular customers and the walk-in trade. Everything beyond those four is in your deal only because the deed names it.

Nothing in that short list is a building, a supplier contract, money owed to the business, cash in the bank, or a debt either.

The law does give you one thing for free. Article 1615 of the Code civil says that handing over a thing includes its accessories and whatever was meant to be used with it for good. The stand under the coffee machine can follow the coffee machine. But look at when you would use that article: after the deed is signed, with the thing already gone, arguing over what counts as an accessory. That is not a place you want to be. Name it in the deed.

So the first check is the draft deed, the *acte de cession*, and whatever is attached to it. Go through it with three questions.

1. Is every item you care about named? The salon case was decided by an initialed list. "Everything in the store" is not a list. The machines, the inventory, the website, the phone number, the customer file: if you want it, it goes on paper, line by line.

2. Is the price split into three parts? Article L141-5 requires it:

> «Des prix distincts sont établis pour les éléments incorporels du fonds, le matériel et les marchandises.»
>
> *(Separate prices are set for the intangible elements of the business, the equipment and the goods.)*

A draft deed with one lump price is not finished. Chapter 13 shows how the registration duty uses the same split.

3. Which contracts are coming with the business, and have you read each one in full? The LPG machine never belonged to the seller. What the buyer took over was a leasing contract, and the contract said what it said, including a later end date than the deed. The deed's summary of a contract is not the contract. Ask for every contract that passes to you, with every amendment.

Reading the contract is half the check. The other half is whether it can pass to you at all. Article 1216 of the Code civil lets a party hand over its place in a contract «avec l'accord de son cocontractant» *(with the agreement of the other party)*, and «La cession doit être constatée par écrit» *(the transfer must be recorded in writing)*. For a leased machine, that other party is the leasing company. Get its written agreement before the deed, or the machine is not really part of what you are buying.

The walls are a separate purchase

What article L141-5 falls back on is *le droit au bail*, the right to the lease, and nothing about the building. If the seller rents, you are buying his place as a tenant, and the landlord's rules come with it. If the seller owns the walls, buying them is a second deal. Chapter 4 covers the lease.

The seller's debts, as a rule, stay with him

You will not find the sentence "debts do not pass to the buyer" anywhere in French law. The rule is built from three pieces.

The first is the article above: what the law attaches to a business, when nobody has listed anything, is a name, a lease and customers, not debts. The second is the publication procedure in chapter 5, which gives the seller's creditors a right to block the price, not a new debtor. The third is the Code civil, article 1327:

> «Un débiteur peut, avec l'accord du créancier, céder sa dette.»
>
> *(A debtor may, with the creditor's agreement, transfer his debt.)*

With the creditor's agreement. If your deed says you take over the seller's bill with a supplier, and the supplier never agreed, you have not become the supplier's debtor. But you have still promised the seller to pay that bill, and he can hold you to the promise. Do not sign a debt clause you do not mean to pay. Article 1327-2 adds that even when the creditor does agree, the original debtor is released only if the creditor says so expressly.

Three exceptions reach the buyer anyway, and each can cost real money:

- **the seller's taxes** on the profits of the year of the sale, which the tax office may claim from you, capped at the price of the business (chapter 7 shows which taxes and for how long);
- **the employees**, who move to you with their contracts and with what they are owed (chapter 8);
- **the price paid too early.** Pay the seller before his creditors' waiting period is over, and they can make you pay again (chapter 5). The part of the price that answers for his taxes waits longer still (chapter 7).

A fourth trap is not a debt of the seller but is attached to the business itself: a registered pledge over the *fonds* stays with it after the sale. Chapter 6 shows how to find one.

What these bundles cost, and who buys them

In 2025, 34,325 purchase notices for a *fonds de commerce* were published in France. Of the 33,836 that stated a price, the middle price was €105,000: half sold for less, half for more. A quarter went for €50,000 or less, and a quarter for €250,000 or more.

The buyer named in the notice was a company in 31,460 of those purchases (91.7%) and a person in 2,865 (8.3%). Where a price was stated, the middle price was €53,000 when a person bought and €110,850 when a company bought. “Company” here means the legal form on the paperwork, not the size: a one-person company set up for this one purchase counts as a company.

(Source: BODACC sale notices, 2025.)

Whether you buy in your own name or through a company is a question for an accountant or a lawyer who knows your situation. Settle it before you sign the preliminary contract.

Chapter 2 sets these prices out for twenty trades and every region.

What to say to the seller

At the first serious meeting, before price comes up again:

> «Pouvez-vous me donner la liste de tout ce qui est vendu, élément par élément, avec un prix séparé pour les éléments incorporels, le matériel et les marchandises ?»
>
> *(Can you give me the list of everything being sold, item by item, with a separate price for the intangible elements, the equipment and the goods?)*

Then:

> «Quels contrats sont repris avec le fonds ? Je voudrais chaque contrat en entier, avec tous ses avenants, et l’accord écrit de chaque cocontractant.»

> *(Which contracts come with the business? I would like each contract in full, with all its amendments, and the written agreement of each other party.)*

And, once there is a draft:

> «La liste du matériel sera-t-elle annexée à l'acte et paraphée page par page ?»
>
> *(Will the equipment list be attached to the deed and initialed page by page?)*

Listen for two kinds of reply. The first names a document and a day: *"mon notaire la prépare"* (my notary is drawing it up), *"je vous l'envoie cette semaine"* (I'll send it this week). That is a seller who expects to be held to a list.

The second is general and friendly: *"tout ce que vous voyez"* (everything you see), *"on verra ça chez le notaire"* (we'll see about that at the notary's office). Nothing is wrong with it yet. But no document and no date were named, and you should notice that.

If the answer is bad

No list, or "everything you see." Do not discuss price until there is a list. You cannot price a bundle whose contents are undecided. Ask for the list to be attached to the preliminary contract, not only to the final deed, so the seller is bound to it from the first signature.

"Make me an offer first, then you'll see the papers." A seller may not want to open his contracts and records to a stranger. Be careful with the way out. Under article 1589 of the Code civil, a promise of sale «vaut vente» *(counts as a sale)* once both sides agree on the thing and the price. A written figure the seller accepts can bind you before you have seen anything. Have your notary or lawyer word any written offer, with the documents you need as a condition, and offer to keep what you are shown confidential.

One lump price. Ask for the three-part split in writing. If the seller's adviser will not provide it, the deed is not ready to sign.

A contract you cannot see, or a leasing company that has not agreed. Treat the item as not bought. Either the seller produces the full contract with its amendments and the other party's written agreement, or you take the item out of the deal and out of the price. The salon buyer paid six extra monthly installments because one date in a summary was wrong. One exception is worth knowing: some contracts give that agreement in advance, in their own text. Where yours does, ask for the clause and for proof that the transfer was notified (article 1216 of the Code civil).

A refusal to initial the list page by page. Write it into the preliminary contract as a condition of signing the final deed. A seller who will not initial a list of what he is selling is leaving room to argue later about what was sold.

An offer to sell you the company's shares instead of the *fonds*. That is a different purchase, with different rules, and this book does not cover it. Stop and take it to a lawyer before you go further.

When to bring in a notary or lawyer. The deed and its lists are drafted by someone, and you want that person working from your list, not the seller's. When you choose one, ask: *who will draft the list of items, and will it be attached to the preliminary contract as well as the deed?* A drafter who says the list can wait until the final signing is leaving you exposed for the whole time in between.

When to walk away. When the seller will not say, in writing, what he is selling. Without that, none of the other checks in this book has anything to hold on to.

Checklist

1. Ask for the full list of items being sold, line by line, in writing.
2. Check that the draft deed sets three separate prices: intangible elements, equipment, goods.
3. Get every contract that passes to you, in full, with all amendments, and the other party's written agreement or, where the contract gave it in advance, the proof that the transfer was notified; compare its dates with the deed.
4. Have the list attached to the deed and initialed page by page by both sides.
5. Before you put any figure in writing, decide with an accountant or lawyer whether you or a company will be the buyer, and have the offer worded by your notary or lawyer.

The whole book — every chapter, every source with its address — is on Amazon.

https://www.amazon.fr/dp/B0HKG5RC4D