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Marketing Strategy in Action: Negotiating a Distribution Center in Brazil

Cesar Gomes Bisetto
Fundação Getulio Vargas, Brazil

Murillo de Oliveira Dias
(DSc) Rennes School of Business, France
**Correspondence*: @agenda.murillo@gmail.com

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Abstract: *A distribution company in Brazil sought to acquire a property for its distribution center, aiming to convert rental costs into real estate assets and boost financial performance. After a lengthy negotiation with the property owners, the parties faced the challenge of the representative's controlling behavior and excessive demands. This case highlights the importance of understanding the underlying interests of all parties involved in a business negotiation and adapting marketing strategies accordingly. The case enabled us to identify potential issues and concerns, and the conclusions are helpful to decision-makers, scholars, and business negotiators, who can better complex deals and achieve mutually beneficial outcomes.*

Keywords: Marketing Strategy; Business Negotiation; Real Estate Acquisition; Distribution Center; Strategic Planning; Brazil.

INTRODUCTION

Negotiating is essential in the complicated world of business to help to shape the result of agreements (Fisher, Ury & Patton, 1981; Schell, 2006). In addition, a company's strategy to survive involves a delicate balance between exploration and exploitation, requiring parties to navigate complex dynamics and build trust (Andriopoulos & Lewis, 2009). Organizational ambidexterity, defined as the ability to simultaneously explore new opportunities and exploit existing resources (Tushman & O'Reilly, 1996), is crucial in negotiation. Ambidextrous organizations can adapt to changing circumstances, leveraging their existing strengths while exploring new possibilities (Eisenhardt & Martin, 2000).

In the case of a Brazilian distribution company seeking to acquire a property for its distribution center, the negotiation with the property owners ultimately fell through due to the controlling behavior of the

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representative and excessive demands. This scenario illustrates a Type IV negotiation (Dias, 2020). The distribution company's goal was to convert rental costs into real estate assets. At the same time, the property owners sought to maximize their gain, leading to a clash of interests and an unsuccessful outcome. The case highlights the importance of understanding the interests and motivations of all parties involved in a negotiation and adapting strategies accordingly to achieve a mutually beneficial outcome.

Businesses often prioritize exploitation over exploration, focusing on short-term financial gains without achieving organizational ambidexterity (Duncan, 1976; Gibson & Birkinshaw, 2004; Tushman & O'Reilly, 1996). This approach can lead to disconnection from the dynamic market environment, causing companies to replicate past ideas rather than innovate (Vial, 2021). However, organizational ambidexterity has been extensively researched in various contexts, including its connection to open innovation (Hwang et al., 2023), the balance between exploration and exploitation (Andriopoulos & Lewis, 2009), and its relationship to leadership, organizational culture (Lin & McDonough III, 2011), and performance (Dranev et al., 2020).

We followed Yin (2014) in describing the failed negotiation case between two parties, as outlined by a Type IV negotiation (Dias, 2020), where multiple parties discuss multiple issues. Shareholder issues or partnership problems can disrupt operations and threaten relationships. Negotiation offers a valuable solution, allowing parties to reach a consensual agreement without third-party intervention (Pruitt, 1981). By adopting a flexible and cooperative approach, businesses can resolve conflicts rapidly and cost-effectively (Fisher, Ury, & Patton, 1981). Effective negotiation is crucial in business, as it enables parties to find mutually beneficial solutions (Salacuse, 2003). This case study highlights the importance of negotiation in resolving business conflicts, promoting effective communication, and maintaining relationships. Negotiation has been extensively studied in various contexts, with recent scholarly attention focusing on business negotiations. This study examines a negotiation case involving financial compensation, highlighting the possibilities and challenges arising from interactions among individuals with diverse interests and expectations.

METHODS

This study employs a case study approach, following Yin (2014), to investigate a failed negotiation between a Brazilian distribution company and property owners. The case study design enables an in-depth examination of the negotiation process, allowing for the identification of key factors that contributed to the unsuccessful outcome. The case study is based on a real-world scenario, with all names and actual identities kept confidential for compliance and ethical reasons. The negotiation case is characterized as a Type IV negotiation (Dias, 2020) involving multiple parties discussing a single issue: financial compensation. Data collection involved a thorough analysis of the negotiation process, including the parties' interests, expectations, and communication dynamics. The study draws on existing literature on negotiation, organizational ambidexterity, and business management to provide context and insights into the case. The analysis employs a qualitative approach, focusing on understanding the complexities of the negotiation process and the challenges that arose during the discussions. By

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examining the negotiation dynamics and identifying potential areas of agreement, this study offers valuable insights into the strategic decisions that can help businesses navigate complex deals and achieve successful outcomes. This research contributes to the understanding of negotiation in business contexts, particularly in the Brazilian market. It highlights the importance of effective communication, flexibility, and cooperation in achieving mutually beneficial solutions.

BACKGROUND

The Distribution Company is a company specializing in the sale and distribution of synthetic articles and trims for the clothing industry and the general public, founded in São Paulo, southeastern Brazil. It has been in the market for more than 30 years. It maintains three business units in the city of Fortaleza, northeastern Brazil, where it has been operating for 13 years at various addresses, leasing from third parties. The Distribution company 's units in Fortaleza have different government numbers, addresses, and target audiences, but they all offer a significant range of the same products for sale. Currently, the company has 75 employees in Fortaleza and a monthly rental cost of approximately R$100,000.00 (nearly $17,858). Due to the economic retraction and limitation experienced in recent post-pandemic years, as well as the growing increase in competition, the performance of markets in other states in the region, direct sales from manufacturers to end customers, and a strict tax policy imposed by the State, the company carried out an economic and financial study. It concluded that the operating structure of the units in Fortaleza should be modified by acquiring a property for the implementation of a distribution center (DC), thereby consolidating logistics operations within its structure. In addition, it provided for the merger of the companies into a single administrative structure, retaining only one physical store in operation — still located in a rented property in the city center — thus establishing a configuration with headquarters (own DC) and a branch (store). Despite the investment, the new structure would convert part of the rent into real estate assets, allowing for an increase in financial performance and potentially even a reduction in sales prices due to improved costs. The new structure would also enable a reduction in the team and a restructuring in the form of sales, separation, and entry of goods, as well as tax improvements, making the entire operation much more effective. To identify the most cost-effective location, the Distribution company hired a real estate broker to assist in the search for a new distribution center, as it had defined a budget of R$4.5 million (approximately $804,000) for investment in the acquisition of the new property.

FIRST ROUND NEGOTIATION

Among the options made available by the broker, there was a property (mostly in disuse and deteriorated) in a more centralized region, with a plot of 3,500.00 m² and located at downtown, according to Law No. 236/2016), which means that it allows a use of 60% in construction area (allows just over 2,000 m² of built area, enough for the distribution company's needs), as well as presenting a future feasibility for residential construction with a PSV of more than R$ 13 million (nearly $2,322,000 – showing that the investment could go beyond the company's current business. The property is still outside the zone of restriction of circulation of trucks and heavy vehicles, with two entrance roads, one of them through a well-known and easily accessible avenue.

The initial request of the owners for the property was R$ 6.0 million ($1 million), being open to negotiation. Two years ago, they received an exchange proposal for R$ 5.0 million ($900,000) from a large construction company, which was refused due to the delay in making the payment, as it would depend on the launch, construction, and subsequent sale of the residential units. The property is the central part of a family estate that today represents the interest of ten family members and is represented by the eldest heir. Before the first meeting, the broker informed that, despite the initial request, the sellers would be willing to grant a discount of R$ 270 thousand ($48,214), leaving the final value at R$ 5.73 million ($950,000). Despite the amount higher than the initial budget and taking into account the need for a complementary investment of R$ 1.5 million ($267,857) to adapt the location, the distribution company decided to proceed with the negotiation after rigorous analysis, due to the property's long-term potential and excellent central location – almost all properties with shelter capacity for a distribution center, with at least 2,000m², they are located in industrial areas further away from the center and close to highways. Currently, the distribution company has increased the potential investment in the property purchase to up to R$ 5.5 million ($950,000).

To everyone's surprise, including the distribution company's board of directors – who had traveled from São Paulo (SP) for the first meeting between the parties – the representative of the estate informed that there was a mistake on the part of the broker and that the amount presented had never been considered, with the correct amount being R$ 6.5 million ($1,760,000), to be added to R$ 270 thousand ($48,214) – expenses that he had personally had with the payment of taxes and fees of the property over the last few years and that had been agreed with the other heirs so that he would receive them in an eventual sale. Presenting himself completely intransigent in listening to any counterproposal from the distribution company, the representative considered the meeting a waste of time and ended it. From this point on, it became known to the distribution company that a considerable part of the heirs was in an unfavorable financial situation, which is why only the representative was bearing the costs of the property. There was a certain tension between the family and a real pressure to sell on the part of the majority.

THE NEGOTIATION UNFOLDS

After new rounds of negotiation, including the participation of other heir members, the distribution company made a final offer of R$ 5.0 million ($900,000 - the same amount they had received in the past), but practically in cash, with partial payments in the form of a down payment (R$ 500 thousand – $90,000), use of contemplated letters from a real estate consortium (R$ 2.0 million - $357,142) and balance (R$ 2.5 million - $446,428) via bank transfer at the end of the ownership transfer process, respecting the legal procedures and validation of exemption from locks and impediments to the transaction (as usual). After a formal evaluation, considering the estate's circumstances and the need for a formal agreement among all heirs, the sellers accepted the proposal, giving consent for the representative to finalize the negotiation at the proposed amount on their behalf. As part of the ritualistic, the distribution company formalized the intention to purchase through an appropriate legal instrument, in which it listed the form of payment offered and the documents necessary to formalize the negotiation, including the stipulation of a minimum period of 60 days for the completion of the process — both due to the use of letters of credit, and to carry out a specific study (due diligence) with public agencies, in order to ensure that there was no conflict between the property and a preservation area with a vein of running water that surrounds the property. From this point in the negotiation, new impositions began to be demanded by sellers, such as:

(a) 70% down payment at the signing of the contract;
(b) Balance in two equal installments and intervals of 30 days each with correction by the IPCA[1];
(c) Payment of fine and interest in case the release of letters of credit exceeds the sixty days provided;
(d) Surety bond for installments after the down payment;
(e) Exemption from any responsibility for any problem that may be found in the study that was being carried out by the distribution company with public agencies, with any regularization or limitation of use of the area being the responsibility of the buyer.

With each new round of adjustment and negotiation, the representative was more intransigent and, as he gave in to a new demand, he created another, often showing dissatisfaction with the sale and imposing control on the rest of the family, even when some of them expressed a willingness to validate the proposal and finalize the negotiation. After more than 30 days of various negotiations, the distribution company sent a revised purchase proposal that improved and accelerated specific payment steps and assumed the commitment to expedite and reduce the due diligence process regarding the property's situation with public agencies and local neighborhoods.

CLOSING THE DEAL

After four more months of conversations, meetings, and other rounds of negotiation, including submissions of new counterproposals by both parties and the involvement of lawyers, the maintenance of the negotiation proved to be unfeasible for the distribution company, given the inconsistencies and excessive demands, including deadlines, by the sellers. Thus, after the deadline for accepting its last formal proposal expired, the company chose not to renew its interest. Although a significant portion of the heirs were interested in accepting, they were unable to get the entire group to sign and validate the buyer's final proposal. Throughout the outcome, it was also identified that the sellers' representative did not want to have the resources to pay their lawyers, proposing that they enter as part of the competition for the commission of the sale of the property, which worsened the communication and the relationship with the broker involved and the legal body itself, which, Without certainty of any gain, he did not make much of a point of favoring the realization of the business without first receiving a solid guarantee of payment.

[1] IPCA, or *Indice Nacional de Preços ao Consumidor Amplo* (Extended National Consumer Price Index), is a primary inflation gauge for Brazil. Covering 10 metropolitan districts and several additional towns, it measures the inflation rate for families with incomes ranging from one to forty minimum salaries.

NEGOTIATION STRUCTURE AND ANALYSIS

Making use of the structure of the "Negotiation Canvas" (Dias, 2020) to structure the problem, we have as a starting point the identification of the interests of the parties, as illustrated in Table 1:

Table 1 Parties' interests

MAPPING THE INTERESTS	
Distribution company	**Vendor**
Material Interest: Purchase of a shed for the installation of the new Distribution Center.	Material Interest: Sale of idle property with recurring expenses (part of the family with immediate financial needs) The representative – Material and Psychological Interests: **Material** – sale of real estate, with recovery of amounts invested and elimination of recurring expenses. **Psychological** – maintaining a sense of control over all parties and gain in the process – dictator of rules and conditions.

If it had been identified correctly in time, it would have been possible to understand that the "representative factor" sought individual satisfaction, which, in the process, directed the negotiation to a zero-sum situation where there could only be one winner: him. The representative needed to have the feeling that all aspects of the negotiation had been controlled, stipulated, and conquered by him, both with the distribution company and about the rest of the estate. The early understanding of this issue by the distribution company would enable the generation of options for composing an acceptable package, where variables would be treated at different levels, allowing a resolution that, on average, would meet all interests. As options for gain and ways to increase the representative's feeling of power and control, the distribution company could have negotiated by making use of situations such as: (a) Offer an immediate guarantee so that he would receive in advance the amount related to the accumulated expenses of the property, regardless of the amount agreed as a deposit; (b) Prior presentation of any interferences with the existing preservation area in order to give the impression that the chosen path was suggested/resolved by the representative; (c) Presentation of a more extended deadline for completion and payment of the entire process, but leaving it up to the representative to define a shorter and more convenient deadline; (d) Initially offer a slightly lower value as a way to allow an increase under the influence of the representative – this move could even reduce the effect of financial loss caused by the eventual cost of hiring lawyers by the sellers; (e) Removing the broker from the front line would give the most incredible sense of control with the distribution company, as there are no intermediaries. Specifically, in this case, the use of a mediator or third party would not be viable, as it would introduce another competitor to the psychological interest presented. Once the psychological factor was minimized, the negotiation itself presented a ZOPA (Zone of Possible Agreement) with overlapping areas of interest, indicating that the price issue had been overcome. Figure 1 illustrates the ZOPA:

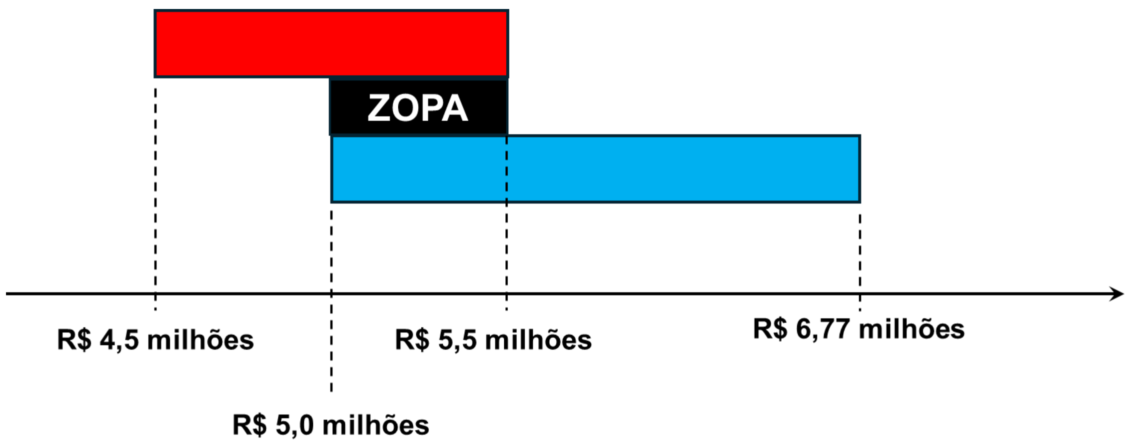

Figure 1 Zone of Possible Agreement. Source: elaborated by the authors

Regarding the Best Alternative to a Negotiated Agreement (BATNA), we have the following scenario that proved to be valid in the case in question: (a) the distribution company: Look for another property / shed for purchase, even if in areas further away from the center and close to the highways. (b) Seller: Wait for a new individual or company interested party to accept the sale or consider exchanging it for investors or builders in the real estate market.

LESSONS LEARNED

The case in question is a classic example of how the knowledge and application of negotiation techniques could have positively influenced and altered the outcome. The stages of preparation and planning for any important situation are indispensable for obtaining negotiation scenarios based on mutual gain and the construction of values for all parties involved. Attention to the negotiation process as a whole, taking into account the construction and distribution of values, could promote a result closer to what was expected. Additionally, if well aligned with the preparatory stage, it would ensure fewer adjustments during the process – more assertive negotiation. The case presented also serves as an important lesson, demonstrating that the obvious is not always so. The simple alignment between those who want or need to sell and someone willing to buy within a range that makes sense for the parties is not always synonymous with a closed deal. Understanding the real interests behind negotiation and creating and building options that make sense and generate value are as important as the negotiation itself.

DISCUSSION AND IMPLICATIONS

It is notorious that, despite the efforts of the majority to finalize the negotiation, it did not respond as expected, making it clear that important details were either ignored or did not receive due attention. Considering the findings presented, it is possible to conduct a technical analysis of the situation, aiming to understand what could have been done differently and what measures could have been taken. Initially, the negotiation was presented as a classic case of distributive negotiation; that is, it had the structure of a single subject to be negotiated between two parties, specifically the price for the acquisition of the property. During the negotiation, an important and decisive factor was not identified and, consequently, overlooked: the vanity of the representative of the estate and the most significant influencer on that side of the negotiation. While the negotiation moved towards adjustments that involved the price (substantially), his form of payment (which, in practice, was never a problem) and standard requirements of this type of business (e.g., list of documents and documentary research to be carried out), behind the obviousness was the dominant, vain and controlling character of the representative, which later turned out to be as relevant as the price treated. This aspect raises psychological interest, which, if properly considered in time, could have altered the outcome.

The case study's findings have implications for various fields of research, including buyer-seller negotiations (Dantas & Dias, 2025; Vidaletti & Dias, 2025), business acquisitions (Valle et al., 2025; Soliva & Dias, 2025; Scheuer & Dias, 2025; Oliveira, Souza & Dias, 2025; Delgado & Dias, 2025; Moura & Dias, 2025; Vidaletti, Ferreira & Dias, 2025; Gasparini, Vieira & Dias, 2025), private equity negotiations (Correa et al., 2025), legal claim negotiations (Barros & Dias, 2025), real estate acquisitions (Lago et al., 2025), court of auditors and strategy (Panzarini & Dias, 2025), and judicial agreements (Rico & Dias, 2025; Teodoro & Dias, 2025; Bairros et al., 2025).

RESEARCH LIMITATIONS

This study is limited to the case study methodology, which raises questions about the generalizability of the findings to other contexts and industries. Additionally, focusing on a single negotiation case may not capture the complexities and nuances of negotiations in various settings. Furthermore, the study's reliance on a specific negotiation context, namely real estate acquisition, may not be directly applicable to other areas, such as buyer-seller negotiations (Dantas & Dias, 2025; Vidaletti & Dias, 2025), business acquisitions (Valle et al., 2025), or private equity negotiations (Correa et al., 2025). Moreover, the study's qualitative approach may not provide quantitative insights into the negotiation process, and future research could benefit from a mixed-methods approach. Ultimately, the rapidly evolving business environment may render some findings less relevant over time, underscoring the need for ongoing research in this area.

FUTURE RESEARCH

Future research could explore comparative analysis of negotiation strategies across contexts, such as business acquisitions and private equity negotiations, as well as the impact of cultural differences, technology, and emerging markets on negotiation outcomes. Future studies should investigate negotiation practices in Brazil, examine the role of cultural intelligence, or assess the effectiveness of virtual negotiation platforms. Longitudinal studies could also analyze the long-term outcomes of negotiations, providing insights into the impact on relationships and business success. Research questions could include: How do negotiation strategies differ across contexts? Can technology improve negotiation efficiency? What are the unique challenges in emerging markets?

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