Resale Price Maintenance

TO FIND A GENERAL DESCRIPTION OF RESALE PRICE MAINTENANCE – CLICK 🔍

TO VIEW THE MAP AND FIND ASSESSMENTS FROM THE COUNTRIES OF THE ANTITRUST ALLIANCE – CLICK 🌍
General description of resale price maintenance (RPM)

What is RPM and how is it viewed by the European Commission?

RPM is the practice whereby a manufacturer, or a supplier, and its distributor(s) agree that the distributor will sell the manufacturer’s product at a certain fixed price, at or above a minimum price or below a maximum price. RPM can also be achieved through concerted practices or indirect means, for example through fixing the distributor’s price margin or making the distributor’s rebates conditional on the observance of a given recommended resale price. I.e. RPM is a form of vertical price fixing where the manufacturer tries to excess control over a down-stream market where it is not directly active, for example the retail market.

Why do manufacturers want to fix or control the resale or retail price of their products through RPM?:

• A manufacturer may want to build or maintain an image of high quality or luxury. If its products are being sold at a low or discounted price level, the products’ image may be damaged.

• A manufacturer may want to prevent free riding by its distributors, by inducing them to spend time and money on promoting the high quality, service or technical aspect of the product instead of competing with other distributors on price.

How is RPM being viewed by the European Commission?

According to the European Commission’s Guidelines on Vertical Restraints (2010/C 130/01) RPM may restrict competition in a number of ways:

• RPM may facilitate collusion between manufacturers by increasing price transparency by making it easier to detect when a manufacturer is deviating from a collusive price.

• RPM may facilitate collusion between the distributor by eliminating intra-brand competition, which is the competition between distributors of the same product.

• RPM can also be used by a manufacturer to foreclose smaller rivals from the market, as the increased margin that RPM may offer, could induce the distributor to favour the larger manufacturer’s products above the smaller manufacturer’s products.

Furthermore, the Commission states in the guidelines that an agreement including RPM is presumed to be to restrict competition and thus falls within the scope of Article 101(1) of the Treaty on the Function of the European Union (TFEU), which prohibits agreements or concerted practices that have as their object or effect to restraint competition.

In some situations, RPM can be beneficial to competition; for example when introducing a new product, RPM may give the distributors a better incentive to increase the sale efforts and the demand of the newly launched product, to the benefit of the of the consumer. Nonetheless, all means of restricting the distributor’s ability to set the (re)sale price, excluding maximum price provided it does not amount a fixed or minimum price, is considered as hard core restrictions of competition within the meaning of Article 4 in the Vertical Block Exemption (2010/330/EU). Hence, a vertical agreement which includes RPM will in most situations not benefit from the Vertical Block Exemption Regulation’s exemption to Article 101(1) TFEU. The agreement will then have to be assessed on an individual basis following Article 101(3) of the TFEU, where the undertakings and not the authorities must prove the procompetitive benefits of the RPM-restraint(s).
Antitrust Alliance Member Countries

- Belgium
- Denmark
- France
- Germany
- Hungary
- Italy
- Lithuania
- Poland
- Spain
- Sweden
- The Czech Republic
- The Netherlands
- The United Kingdom

Click on the map or the list above to see how RPM is assessed in the countries of the Antitrust Alliance.
Resale Price Maintenance (RPM) in Belgium

Belgian law does not include specific rules on RPM. Therefore, the Belgian Competition Authority (BCA) and the Belgian Courts rely on Article 101 of the Treaty on the Function of the European Union (TFEU) and its Belgian equivalent, Article IV.1 of the Code of Economic Law to deal with RPM matters, and analysed by the competition authorities on a case by case basis. Whereas in the past the BCA did only rarely investigate restrictions in vertical agreements, this has changed in 2017 with the imposition of a fine in the Yeast Producer Case and with the opening of several investigations in vertical agreements following dawn raids. Moreover, private enforcement before the regular courts of RPM issues, in particular, in the framework of general litigation between principals and their distributors, has also been more common in the past.

Belgian approach towards different types of RPM:

Fixed prices setting is prohibited, as shown in the following cases:

- **Mermans/VCR Case**: In its decision of 8 December 1998, the BCA found that vertical price fixing, whether it aims at fixing minimum prices, minimum margins or the prohibition or regulation of discounts on the resale price, are incompatible with Belgian Competition Law.

- **Laroy – Duvo**: On 25 March 1997, the BCA ordered the undertakings Laroy and Duvo to stop the imposition of RPM on their distributors, subject to daily penalty payments. The undertakings required their distributors to sell their goods at fixed prices and would cease to supply them if they would deviate from these.

Price recommendations are on the other hand allowed as long as the distributor genuinely remains free to determine his resale price. Over the years, the BCA has repeatedly taken decisions with regard to recommended prices by federations of liberal professions or other service providers; among the cases are:

- **Institute of Professional Real Estate Agents Case**: In its decision of 16 August 2010, the BCA concluded that the Professional Institute for Real Estate Agents had infringed the Belgian and European competition rules (Article 101 TFEU) by adopting and publishing recommended minimum fees between 1996 and 2004. The BCA did not impose a fine, but considered that any direct or indirect influence by an association on the freedom of its members to determine their prices was a serious infringement of competition law. The BCA argued that other means were available to offer guidance, such as historical prices.

- **Association of veterinaries**: In its decision of 15 April 2008, the BCA concluded that the recommended prices that the Association of veterinaries published did not impose a fixed price on its members, mainly because the prices were not incorporated in any ethical or deontological system to which the members had to adhere, subject to disciplinary sanctions.
Resale Price Maintenance (RPM) in Belgium

Maximum price setting is allowed. However, as stated by the BCA in the following case, it must not lead to indirect price fixing:

• Belgian Professional Association for University specialist in orthodontics and the Christian Health Insurance Fund ("CM"): In a decision of 10 January 2010, the BCA concluded that the additional insurance for orthodontics offered by the CM, whereby maximum prices were imposed, resulted in a prima facie impediment of competition on the Belgian market for orthodontics. In particular, in its contracts with orthodontists, the CM stipulated that clients would not receive additional coverage if the orthodontists would set their prices above a certain amount. This resulted in the imposition of a fixed price. Still, the BCA did not impose fines, as the cumulative grounds for imposing provisional measures were not proven.

Minimum price setting is strictly forbidden. Belgium Competition Law, in line with EU Competition Law, considers this practice as one of the most severe infringements. Even if a rebuttal is possible in theory, no undertaking succeeded yet in demonstrating the competitive advantages of such a behaviour. Examples of the BCA’s stance on minimum price setting can be seen in its decisions in the Associations of Veterinaries Case and the Yeast Producer Case:

• Association of veterinaries: On 21 August 2007, the BCA concluded that the Association of veterinaries had infringed Belgian and European Competition Law by imposing fixed minimum prices on its members, the veterinaries, under penalty of disciplinary sanctions. The BCA did not impose fines, but obliged the Association to give notice of the decision to all its members.

• The Yeast producer Case: In a decision of 22 March 2017, the BCA imposed a fine of € 5,489,000 on the leading yeast producer Algist Bruggeman ("AB") and its parent companies for several competition law infringements, amongst which RPM. In particular, AB imposed fixed minimum retail prices on its distributors for the sale of compressed fresh bakers’ yeast to artisanal and semi-artisanal bakeries. Deviation in the form of a discount to individual clients was only possible by AB’s prior approval. The infringement was considered a clear practice of fixing minimum resale prices reducing intra-brand competition.
Resale Price Maintenance (RPM) in Denmark

Since 2004 the Danish Competition Act have included a provision (section 6 (2) no. 1) prohibiting undertakings from entering into agreements made to:

- "[…] determine binding resale prices or in other ways seek to induce one or more trading partners not to deviate from recommended resale prices."

Following the aforementioned provision, binding resale prices are illegal together with recommended resale prices if they directly or indirectly lead to a fixed price. Minimum price settings are also considered illegal. However, maximum price setting is not considered illegal, if it does not induce the retailer to not deviate from it.

Before the 2004 revision of the Danish Competition Act, the regulation of RPM were based on case law. Whether the change to being an explicit part of the Danish Competition Act caused RPM to be a hot topic is hard to say, but the facts are that during the last decade (February 2008 to February 2018) more than 25 Danish cases have concerned RPM, making it one of the most “popular” topics among Danish competition law cases.

The fine issued in one of the latest cases concerning RPM illustrates how serious an infringement the Danish Competition and Consumer Authority (the DCCA) considers illegal RPM to be. The case concerned minimum price setting:

- **Decision by the DCCA of 7 November 2016, Opel Danmark A/S:** The case concerned an anti-competitive vertical agreement between Opel and its independent dealers. In the period from 2010 to 2014, Opel has set minimum retail prices for the dealers’ sale of used Opel leasing, rental and demo cars. In the determination of the fine it was considered a mitigating circumstance that Opel gave the authorities information about the infringement. However, the DCCA considered the duration and the gravity of the infringement and issued a fine of DKK 8.25 million – one of the largest fines ever issued by the DCCA.

Another relatively new case concerning minimum price setting also illustrates that RPM restricting competition is considered a grave infringement of competition law, which cannot be exempted through the de minimis rules in the Danish Competition Act (section 7):

- **Decision by the DCCA of 30 November 2014, the Stender Chain:** the Stender Chain was a chain of hairdressing salons, where some salons were owned by the founding family and others were independent salons connected to the founder through a franchise-like agreement. The agreement between the independent salons and the founders did not include provisions that explicitly required the salons to follow minimum prices set by the founder. However, correspondence between the founder and the independent salons showed that according to “sales policies” the independent salons were obliged to comply with minimum prices set by the founder. The DCCA became aware of the illegal conduct through the founders lawyer, when he contacted the DCCA to ask for a so called non-intervention declaration concerning the sales policy. The DCCA stated that the conduct constituted a restriction of competition by object, and that it could not be exempted through the de minimis rules in the Danish Competition Act.
Resale Price Maintenance (RPM) in Denmark

Most cases concerns binding resale prices are cases where the defendant plead guilty and accept the fine issued by the DCCA. Hence, most cases includes very little descriptions of the illegal conduct. Most of these cases also concerns an agreement setting a fixed price or a minimum price; cases where there is little room for debate on the illegality of the practice. However, a few cases concerns recommended resale prices, among these are:

• **Decision by the DCCA of 29 April 2009, OK a.m.b.a. and DK Benzin A/S**: OK is the parent company and DK Benzin its subsidiary. Both companies own a network of gas stations, but they also deliver gasoline through a network of independent stations under a franchise agreement. OK and DK Benzin entered into an agreement with some of the independent stations in its network, where it was stated that:

  - The distributors would not receive financial support from OK or DK Benzin if they sold gasoline below a certain price.
  - The stations would not receive financial support from OK or DK Benzin if they sold gasoline at a price of more than a certain per cent lower than the competitors closest to it.
  - OK and DK Benzin in case of a price war were entitled to set the retail prices.

The DCCA found the agreements to be anti-competitive and illegal RPM.

• **Decision by the DCCA of 22 March 2017, Olympus Danmark A/S**: In the period from 2011 to 2013 some of Olympus’ employees on behalf of Olympus entered into agreements with retailers including a kickback-system where the retailers’ profit depended on them complying with certain minimum prices. The DCCA found that Olympus’ kickback-system constituted an agreement that sought to induce retailers from not deviating from the recommended resale price. Olympus were fined DKK 3.6 million.
Resale Price Maintenance (RPM) in France

In the context of a business relationship whose object is the resale of products, the supplier cannot impose a resale price to the distributor. The distributor – which is independent – must be entirely free to set its prices.

Regarding the French commercial code, RPM is prohibited on the basis of articles L. 442-5 and L. 420-1-2°.

Article L. 442-5 of the commercial code:

- “If any person imposes, directly or indirectly, a minimum on the resale price of a product or good, on the price of a service provision or on a trading margin, this shall be punished by a fine of 15,000 Euros.”

In other words, whether or not free play of competition is affected, illegal RPM imposed by a manufacturer or a supplier on a distributor constitutes a restrictive practice.

Article L. 420-1-2° of the commercial code:

- “Common actions, agreements, express or tacit undertakings or coalitions, particularly when they are intended to: (…)

  2° Prevent price fixing by the free play of the market, by artificially encouraging the increase or reduction of prices; (…)

  shall be prohibited, even through the direct or indirect intermediation of a company in the group established outside France, when they have the aim or may have the effect of preventing, restricting or distorting the free play of competition in a market.

Meaning, illegal RPM achieved through an agreement or concerted practice between the supplier and its distributor constitutes an anti-competitive practice when free play of competition is affected in the market.
Resale Price Maintenance (RPM) in France

Thus, on the basis of article L. 442-5 of the commercial code, the direct or indirect imposition of resale price by the supplier to the distributor is prohibited and punished by the French courts. For example, has been condemned:

- The fact, for a supplier, to refuse to supply a distributor because of non-sufficient resale prices (Crim., 31 October 2000, n° 99-86.588);
- The fact, for a supplier, to impose a minimum resale price for its product to the distributor which partially applied it (CA Aix-en-Provence, 23rd janvier 2014, n° 13/04493);
- The fact, for a franchisor, to unilaterally determine resale prices and compel the franchisee to apply them (Com., 7th October 1997, n° 95-19.158).

Also, on the basis of article L. 420-1-2° of the commercial code, the supplier and the distributor can both be punished by the French Competition Authority as RPM constitutes an anti-competitive practice. For example, has been condemned:

- The fact, for a supplier and a distributor, to agree on resale prices in all the retail outlets, monitor the market and set retail pricing policies (Competition Council, 20th December 2007, 07-D-50);
- The fact, for a supplier, to set its distributors a "recommended retail price" for each of its products, and also indicate the maximum discount they were permitted to practice in order to level up the retail prices of the products concerned (Competition Council, 13th March 2006, 06-D-04 bis);
- The fact, for a supplier, to communicate "recommended" resale prices to wholesalers and retailers, and also to exercise controls and pressure over them to get them to apply those prices (Competition Council, 5th December 2005, 05-D-66).
Resale Price Maintenance (RPM) in Germany

RPM, also referred to as “vertical price fixing”, is prohibited under German law and can only be exempted from the prohibition of anti-competitive agreements in exceptional cases. In major proceedings in 2016, the German Federal Cartel Office (FCO) imposed fines on 27 food retailers amounting to more than EUR 260 million. Further fines were imposed in 2016 against furniture producers. Following the food retail case, the FCO published an extensive Guidance note on the prohibition of RPM in the brick-and-mortar food retail sector in July 2017. As the FCO explicitly states, the Guidance note is applicable to other industries as well. Overall, the FCO has taken measures against RPM measures repeatedly in recent years, so that the issue as such can be considered of high relevance.

Recent cases, where the FCO imposed fines, were in particular:

- Toys (LEGO) (2016): EUR 130,000.
- Cosmetics (2013): EUR 6.5 million.

Further details regarding these cases can be found on the FCO’s website at www.bundeskartellamt.de

In July 2017, the Bundeskartellamt published the aforementioned guidance note on the prohibition of RPM in the brick-and-mortar food retail sector, explaining RPM and the prohibition of vertical price fixing to the companies in the sector. An English version of the Guidance note can be found here.

The assessment of RPM or vertical price fixing under German law:

The prohibition of anti-competitive agreements in German law covers agreements on vertical price fixing and so-called concerted practices resulting in vertical price fixing. All cases in which the distributor is restricted in its freedom to set its own resale prices (e.g. retail prices), constitute illegal vertical price fixing or RPM. However, suppliers are generally allowed to set a maximum resale price not to be exceeded by distributors. Vertical price fixing measures are considered to be restrictions of competition by object. Hence, it is not necessary to examine their effect on the market. This also means that it is presumed to appreciably distort competition, even if the market shares of the parties to the practice are small.

Under German law, even the unilateral attempt of vertical price fixing is prohibited if it happens by threatening other companies and causing disadvantages or promising or granting advantages to other companies in order to induce them to engage in conduct which is prohibited under competition law. The prohibition also covers unilateral attempts to induce the addressee to agree on fixed prices with a third business.
Resale Price Maintenance (RPM) in Germany

Price recommendations and campaign pricing, as viewed by the German competition authorities:

Suppliers are free to issue non-binding price recommendations, as long as there is no doubt about the non-binding character of the recommendations, and it does not provide distributors with information which can induce them to not deviate from the recommended price - in particular information on the pricing strategies of their competitors. In the FCO’s investigations of illegal RPM in the food retail sector, all cases in which RPM could be established, concerned price recommendations. In these cases the differentiation to be made between legal and illegal practices was based on two aspects: The question of whether unilateral or bilateral practices (agreement, concerted practices) are involved, and whether the influence exercised over the retailer's decisions is to be classified as legal or anti-competitive.

When planning promotional campaigns, suppliers and distributors can have a mutual interest in exchanging information for the sake of efficient production planning. The supply quantities needed during a campaign are usually much larger than the quantities sold under the normal price. Agreeing on promotion periods ensures an efficient use of production facilities and does not violate competition law. However, the supplier must not prohibit the distributor from undertaking any further promotional activities at its own expense and at a date chosen by the distributor itself.

Margin effects calculation support, margin guarantees and compensation requests:

Suppliers are allowed to provide support in the calculation of hypothetical margin effects, provided this does not enable the distributor to draw conclusions on the pricing decisions of competing distributors. If suppliers act within this framework, distributors can follow their recommendation without this constituting an agreement on resale prices or a concerted practice.

Margin guarantees or compensation requests often deviate from the usual risk allocation between suppliers and distributors according to which the distributor determines the resale price autonomously and has to bear the consequences of its price decision, which includes the risk that its margin expectations cannot be realized in the market. Assuming that none of the companies involved is dominant or has relative market power, this deviation does in principle not violate competition law, but is the result of a free negotiation between supplier and retailer – unless, the agreement can be understood as an assurance by the distributor that the resale price will not undercut a certain level.

Data exchange and RPM:

Data regarding sales and resale prices and quantities may not be used to coordinate pricing strategies, either between the distributor and the supplier, or between distributors with the supplier acting as a mediator, or between suppliers with the distributor acting as a mediator. The provision of data relating to the future (such as a designated promotional price) is therefore subject to strict limitations.
Resale Price Maintenance (RPM) in Hungary

The Hungarian Competition Act (Section 11 (2)) provides for a non-exhaustive list of anti-competitive agreements/practices:

• “(2) This prohibition shall, in particular, apply to the following: (...) a) fixing the purchase or sales prices, and defining other business conditions directly or indirectly; (...)”

Following from this, RPM is prohibited. However, the Hungarian Competition Act provides two kinds of exemptions: aggregated or individual.

The aggregated exemption is set out by the general Hungarian block exemption regulation, which offers an exemption to certain vertical agreements. Besides the exemption, the regulation contains a “black list” of agreements which are considered to be restrictive even if the market share of the relevant parties remains below 30 per cent.

• The “black list” prohibits RPM → per se violation and is considered to be restrictive of competition by object
• Only minimum and certain/fix RPM are forbidden
• Recommended prices and maximum prices are allowed.

The individual exemption is specified in the Competition Act (Section 17):

• The prohibition defined in Section 11 shall not apply to an agreement if:

  a) it contains facilities to improve the efficiency of production or distribution, or to promote technical or economic development, or the improvement of means of environmental protection or competitiveness;
  b) a fair part of the benefits arising from the agreement is conveyed to trading parties who are not parties to the agreement;
  c) the concomitant restriction or exclusion of economic competition does not exceed the extent required for attaining the economically justified common goals;
  d) it does not contain facilities for the exclusion of competition in connection with a considerable part of the goods concerned.”

Some of the most recent decisions from the Hungarian authorities concerning RPM are:

• Two SMEs violated EU law (2017): The case concerned an anti-competitive agreement between two SMEs regarding the fixing of minimum internet resale prices of boiler filling units. HCA imposed a fine of some HUF 1.2 million. It was a mitigating circumstance that both operators had small market shares in the concerned market.
• The Pick Case (2016): From January 2009 to December 2014, Pick, which is one of the most important meat producers in Hungary determined minimum resale prices when distributing meat products during temporary sales in the framework of its marketing strategy. The Hungarian Competition Authority (the HCA) imposed a fine of HUF 44,000,000 (approx. EUR 142,000) on Pick.
Resale Price Maintenance (RPM) in Hungary

Other noteworthy cases are:

- **Restrictive agreements on the market of dental hand pieces (2014):** EU competition rules were breached through restrictive agreements fixing the minimum resale prices of dental hand pieces. HCA imposed a fine of HUF 16,100,000 (approx. EUR 53.5 thousand).
- **Restrictive agreements on the book market (2013):** The case concerned a restrictive agreements with book publishers. HCA imposed a fine of HUF 70,000,000 (approx. EUR 233 thousand).

The HCA annually publishes summaries of its most important decisions. From these, the HCA stance on specific issues related to RPM can be derived. For example:

- RPM does not need to be enforceable, it is sufficient if it is part of the parties’ agreement (VJ/37/2014).
- Consumer price and the RPM are exclusionary conducts, which are likely to restrict the competition by nature, as traders are deprived of determining the prices freely. The restriction is clear if the resale price is defined directly (See VJ/96/2009).
- RPM restricts directly the prices and the total sales volume, which are formed freely by the competition. In addition, RPM causes an inadequate allocation of resources and has a negative impact on social welfare. RPM withholds such quantities and services, which would create demand at a lower price (VJ/115/2010).

**General notices**

The president of the HCA has issued the following two notices in Hungarian law, which also applies to RPM:

- Notice on the method of setting fines.
- Notice on the application of leniency rules.

**Tendencies for the near future**

The Hungarian Competition Act was amended in the beginning for 2017, entailing the following changes concerning RPM:

- Leniency request is allowed also for vertical cartels.
- Reduction of fines → HCA was obliged to provide a 10 per cent reduction in any case if the settlement procedure was successful, while now the HCA may even provide a reduction up to 30 per cent.

It is expected that these changes could lead to an increase in investigations initiated by the HCA.
Resale Price Maintenance (RPM) in Italy

In the Italian antitrust system there are no specific provisions regulating each single type of possible vertical agreement related to prices (such as illegal RPM). Therefore, the Italian Antitrust Authority (the IAA) usually refers to the Block Exemption Regulation (BER) and the Guidelines on vertical agreements in its decisions concerning a violation of Article 101 TFEU (the Guidelines), as no guidelines on RPM has been published by the Italian competition authorities.

The illegal RPM practice has been comprised among the hard-core restrictions, namely restrictions of competition by vertical agreements which are seen as being particularly serious.

The imposition of a fixed or minimum resale price could be carried out not only directly but also indirectly, i.e. through agreements fixing the distributor’s margin or the maximum level of discounts the distributor can grant from a prescribed price level, and through threats, intimidation, suspension of deliveries in relation to observance of a given price level indicates indirect means of imposition of price.

Italian case law concerning RPM

A recent general trend in Italy adopted by the IAA in cases where the proceedings’ sole object is illegal RPM is to permit the company to ask and obtain if any the closure of the proceedings with the commitments.

The most recent Italian case on RPM, and one of the most noteworthy is:

• I/813 - Restrizioni alle Vendite On Line di Stufe" (April 18, 2018): This case concerned the online sale of heating equipment to distributors. The IAA deemed that the trading conditions applied by the suppliers may infringe Italian competition law insofar as they fix a minimum resale price to the distributors of their products, namely providing list prices which indicate the maximum applicable percentage of discount.
  
  • In this respect the IAA, referring to the relevant Guidelines, observed that “in the framework of a selective distribution system, the reseller should be able to freely provide for selling condition to the final customers, including internet sales”. Moreover, “with respect of the setting of a fixed or minimum price, this practice can be performed either directly or indirectly, as agreements fixing the maximum level of discount the distributor can grant from a prescribed price level, making the grant of rebates or reimbursement of promotional costs by the supplier subject to the observance of a given price level by the buyer”.
  
  • Facing the opening of the proceeding, the cartel participants offered to adopt commitments, aimed at avoiding to fix neither directly nor indirectly resale price for the distributor and to limit the online sale policy of the distributors. The IAA accepted these commitments.

There have only been a few cases concerning RPM in Italy. As seen in the aforementioned case, the IAA tends to start a dialogue with the company in order to evaluate the undertakings and to ask and obtain the closure of the proceedings with the commitments. In this manner the IAA appears to aim at eliminating the restrictive consequences of illegal RPM and to concentrate its works on cartels and abuse of dominant position.
Resale Price Maintenance (RPM) in Lithuania

In recent years RPM issues has not been a hot topic neither for the Lithuanian Competition Authority, nor for practitioners or academics in Lithuania. The reason behind this is lack of investigations by the Lithuanian Competition Councils not only in the area of RPM, but also in respect of vertical restrictive agreements. None of the investigations which are currently carried out by the Lithuanian Competition Council concerns vertical restrictions.

National competition rules correspond to EU competition rules and there are no specifics in Lithuanian competition rules. Therefore, in general it can be said that setting of maximum resale prices will be in line with competition rules if it does not lead to indirect price fixing, while agreements on minimum resale prices will be treated strictly by the Lithuanian Competition Council.

Only a few cases concerning RPM, which reached the Lithuanian Competition Council and where undertakings were found in breach of competition rules and fined respectively, can be found in Lithuanian case law, these are:

• **MAXIMA LT/Mantinga**: In 2014, the Lithuanian Competition Council found that the producer of various food products UAB “Mantinga” had entered into an illegal RPM agreement with the biggest Lithuanian retail chain – MAXIMA LT, UAB. Under this agreement minimum resale prices of bread products were established. The Lithuanian Competition Council imposed a fine of EUR 16.8 million to MAXIMA LT, UAB and a fine of EUR 4.3 million to UAB “Mantinga”. The Competition Council’s decision was challenged in courts and after appeal the Supreme Administrative Court of Lithuania reduced the fines imposed by Competition Council respectively from EUR 16.8 million to EUR 13.6 million for MAXIMA LT, UAB and from 4.3 million to EUR 2.1 million for UAB “Mantinga”.

• **UAB „Forum Cinemas Home Entertainment“ and others**: In 2010, the Lithuanian Competition Council found that several distributors of audiovisual works had concluded agreements, under which resale prices of movies, recorded on digital video discs (DVDs) and videotapes (VHS) were established. 10 undertakings were fined for breach of competition rules. The smallest fine amounted to EUR 350 and the highest fine imposed to UAB „Forum Cinemas Home Entertainment“ reached EUR 111,000. The Supreme Administrative Court of Lithuania slightly reduced fines imposed by the Lithuanian Competition Council.

Perhaps as a result of the lack of case law and academic interest in RPM, the Lithuanian Competition Council has not issued any official guidelines concerning RPM.
Resale Price Maintenance (RPM) in Poland

During the past decade, RPM has been the competition-restricting conduct that has been most frequently investigated and penalised by the Polish competition authority, the Competition and Consumer Protection Office Chairman (the PCA). In fact, this type of vertical agreement has been targeted by the PCA more frequently than all other types of agreements or concerted practices, including horizontal agreements. However, more recently the focus has seemed to move away from RPM, as the PCA has not issued decisions concerning RPM in all of 2017 and 2018 – the most recent decisions on RPM were on 30 December 2016.

As stated above, the cases concerning RPM in Poland are many. As seen from the following, cases varies from a few thousand Euros and up to several million Euros:

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<tr>
<th>Case Description</th>
<th>Date</th>
<th>Fine (PLN)</th>
<th>Approximate Fine (EUR)</th>
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<td>Intersport/Nordica</td>
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<td>Termet</td>
<td>19 Dec 2016</td>
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<td>Sport &amp; Freizeit</td>
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<td>Jubiler</td>
<td>31 Dec 2013</td>
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<td>Sfinks</td>
<td>25 June 2013</td>
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<td>Kronopol</td>
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<td>IMS Sofa</td>
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<td>Akzo Nobel</td>
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<td>Orlen/Kogut</td>
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<td>52,764,341.84</td>
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<td>Hajduki</td>
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<td>Kreisel</td>
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The PCA deems RPM, a vertical/hub-and-spoke agreement on setting prices, to be an agreement restricting competition by object. It also belongs to hard-core restrictions excluded from the Polish Block Exemption Regulation. Any possible pro-competitive effect of the conduct can be reviewed under the individual exemption rule.

The nearly per se approach is a settled standpoint, despite two Supreme Court judgements that seem to slightly undermine it by allowing analysis from the aspect of the public interest (as not every RPM agreement restricts competition). Nevertheless, the Supreme Court maintained the assessment that RPM was an obvious restriction on competition, regardless of the effect on the market.

The RPM agreements investigated by the PCA included fixed and minimum resale price fixing. The examples include (i) hub-and-spoke price-fixing agreements regarding paint and varnish (concluded and executed by producers having, at least, a co-initiative from distributors), (ii) imposition of a fixed resale price by a supplier of sports equipment to maintain a specific brand on the market, (iii) protection of resale prices from charging “dumping prices” by distributors to avoid additional requests from distributors for bonuses, (iv) control of resale prices to minimize the risk of distributor insolvency or shortage of liquidity.
Resale Price Maintenance (RPM) in Spain

Different commercial behaviours, such as price recommendations and maximum prices setting, despite being considered as restrictions to competition, are generally permitted under specific requirements. Others, such as fixed price setting and minimum price setting are normally considered serious infringements of Competition Law. Spanish Law, as a whole, does not contemplate specific rules on RPM, nor are there specific norms regulating distribution agreements. Thus, the Spanish competition authority (the CNMC) and the Spanish courts rely on the general provisions of the Spanish Competition Act and EU law in order to deal with RPM, which they normally analyse case by case.

Spanish competition law includes a de minimis threshold, exempting otherwise illegal RPM from the prohibition. Cases falling below the de minimis threshold are considered minor misconducts, as shown in the Mantra Case:

- **The Mantra Case, 17 July 2013**: In this case the CNMC stated that RPM, even if it is a restriction on competition by itself (i.e. a restriction by object), is not a practice necessarily contrary to Spanish competition law insofar as it does not significantly affect competition.

However, please note that the de minimis exemption only applies under restricted circumstances specified in the Spanish Competition Act.

The Spanish competition authorities view on RPM

The CNMC and the Spanish courts have provided manufacturers, suppliers and distributors with useful insight about how the different types of RPM:

**Fixed prices setting**: This behaviour restrict the freedom of the distributor and/or the retailer to set their own prices. This conduct is prohibited, as show in the following case:

- **Food Services Project Case, 10 March 2016**: In this case a franchiser fixed the franchisees’ retail prices of its products. The franchiser was not fined. However, the CNMC forced the franchiser to modify the contracts with its franchisees in order to clarify the pricing policy of its franchise systems and eliminate the risks of anti-competitive behaviours.

**Price recommendations**: Is allowed as long as such recommendation permits the manufacturer and/or the reseller to freely determinate the resale prices to distributors and/or consumers:

- **Pharmaceutical Cantabria Case, 30 December 2011**: In this case the CNMC stated that the competition rules sanction the establishment of a fixed or minimum resale price, but that the recommendation of resale prices is acceptable provided that the market share of each of the parties does not exceed 30 per cent and that the recommendation is not accompanied by pressure measures or incentives (threats, fines, suspension of deliveries) that *de facto* suppose the establishment of a fixed price.

A general description of RPM
Resale Price Maintenance (RPM) in Spain

Maximum price setting: Is allowed provided it does not lead to indirectly fixing prices. The Spanish Competition Authority has delivered with a rationale of this permission:

- The Westfalia Surge Ibérica Case, 19 October 2004: In this case, the CNMC stated that “[…]the fixing of maximum prices “can be justified by the fact that the manufacturer wants to prevent abuses by resellers that lead to the idea that it is an abnormally expensive product […]”.

- The Mahou Case, 30 November 1998: In this case, the CNMC stated that “[…] Neither can the same seriousness be considered in the setting of maximum prices as in the setting of minimum prices, since the former may find its justification in the fact that the manufacturer wants to prevent abuses by resellers that lead to generating the idea that it is an abnormally expensive product, while in the setting of a minimum price it always has a negative impact on the consumer”.

Minimum price setting: It is strictly forbidden. In Spain, a minimum price setting is considered one of the most serious misconducts within competition law:

- Suzuki-Honda Case, Resolution of the Spanish Competition Authority of 19 January 2012, in which a fine of EUR 2,098,280 was imposed on MONTESA HONDA and SUZUKI MOTOR ESPAÑA a penalty of EUR 1,881,570 for an agreement to set minimum prices and commercial margins with the concessionaires.

- ACEITES 2 Case. Resolution of the Spanish Competition Authority of June 22, 2007, in which Koipe and eight distribution chains are sanctioned for setting the minimum sale prices to the public of oils of this brand (fines ranging from EUR 85,900 to EUR 413,800).

Reports and Guidance papers concerning RPM in Spain

Up to the moment, reports and guidance on RPM papers issued by CNMC are sectorial in their scope, and are only of limited interest for participants outside the specific sectors:

- CNMC: Report on the proposed agreement on the code of good commercial practices in food markets [2015].
- CNMC: Study on the market of retail distribution of medicines in Spain [2015].
- National Competition Commission (CNC): Report on the relationships between manufacturers and distributors in the food sector [2011].
Resale Price Maintenance (RPM) in Sweden

RPM is not a hot topic for the Swedish Competition Authority (the SCA). Only a few cases concerning RPM have been opened since the 1990s and most cases never reach the Swedish Market Court as the SCA often decides to accept commitments from the investigated company, often under penalty of a fine. Furthermore, the SCA has not issued any guidance or report on this topic since 2001, when it issued a report on RPM on recommended prices (SCA report series 2001:6).

Maximum price setting is allowed provided it does not lead to indirectly fixing prices. Minimum price setting, however, is strictly forbidden.

Recommended/approximate pricing: Most Swedish case law on RPM concerns recommended pricing. It is not forbidden to set recommended or approximate prices per se, provided it does not result in adherence to a large extent. For example, there have been cases where the producer were allowed pre-printed prices on products, shelf labels etc. As seen in the following cases, a decisive factor is whether the recommended prices are in fact adhered to or if changing the prices involve too much effort:

- **Decision by the SCA, 402/2010 (The Make Up Store Case):** Make Up Store offered its franchisees to use a certain checkout system, which many of the franchisees accepted. The checkout system contained i.a. central information on products, order processing, purchase prices, and resale prices. Resale prices in the checkout system could only be changed by Make Up Store and could not be adjusted to single franchise stores. By changing prices on products of its choice, Make Up Store arranged sales twice a year. Make Up Store also supplied its franchisees with shelf labels and product lists, which contained preprinted prices. Although the franchisees were free to set other prices than those set by Make Up Store in the checkout system or on shelf labels, most franchisees were found to follow Make Up Store’s directions. Make Up Store committed to change its routines for the checkout system and shelf labels as well as clarify that its prices were not more than recommendations. Make Up Store’s commitments were accepted under penalty of a fine of SEK 750,000.

- **Decision by the SCA, 994/2004 (Reitan):** A case similar to the aforementioned Make Up Store Case. Reitan applied a checkout system for its franchisees that contained recommended maximum prices. Only Reitan had access to change prices in the system. The franchisees were allowed to freely change prices on the products, but deviating from Reitan’s pricing meant not being able to use scanning or short commands when selling the products. The franchisees were noted to adhere to Reitan’s pricing. Also, the prices set by Reitan were basis for the franchise fee, thus less incentive to lower the prices. Reitan made a commitment to the SCA to make several changes regarding its checkout system and demands on its franchisees.

- **Swedish Market Court, MD 2002:5 (The Månadens Bok Case):** A trade organization for resellers of books etc. brought an action against the publisher Månadens Bok (eng. Book of the Month) for issuing paperbacks on which an approx. price was printed on the back of each book. Månadens Bok argued that the approx. price was not binding for resellers of the books and had as its purpose to keep prices low on the books concerned. The Market Court found that although the preprinted prices were not binding, a reseller who wanted to sell the books to another price had to put new price marks on each book, which involved more work. Also, the preprinted approx. prices were found to result in price rigidity at the resell level. The Market Court concluded that the approx. prices meant a control of both resellers’ sales margins and their pricing of the books. Under penalty of a fine of SEK 500,000, Månadens Bok was required not to preprint prices of any kind on its books.
Resale Price Maintenance (RPM) in The Czech Republic

RPM have attracted some attention in The Czech Republic, but it has never been a hot topic within academia or among practitioners. However, The Czech Office for the Protection of Competition (the Competition Office) announced in 2007 that RPM would become an area of focus.

RPM is explicitly prohibited under Section 3(4) of the Czech Competition Act. To help suppliers and distributors to understand the rules concerning RPM, the Competition Office published a detailed guidance paper in 2009 on RPM.

In the Czech Republic, the setting of fixed resale prices or minimum resale prices is prohibited. Maximum price setting on the other hand is not prohibited. Recommended resale prices are also not prohibited, provided that no mechanism has been put in place to either enforce such prices or encourage the parties to adhere to such prices. This includes tying bonuses or rebates to adhering to a given “pricing policy”; delaying or suspending deliveries, or early termination unless a prescribed price level is adhered to; threats, penalties and other sanctions; or making rebates or refunds of marketing costs subject to advertising specific prices. However, fixing the distributor’s margin, fixing the maximum level of discount from a prescribed resale price, imposing a price range, or linking imposed prices to competitors’ pricing are also prohibited.

Even in the absence of an explicit agreement on RPM, the Office for the Protection of Competition may still find that the supplier has been enforcing RPM against distributors. The Office will take into account the circumstances of the case including: whether or not the supplier has introduced measures to monitor resale prices; measures to ensure that distributors report other members of its distribution network who do not adhere to a specific price level; has printed a recommended price on its packaging; or has imposed most favoured nation clauses on its distributors.

RPM viewed through Czech case law:

- **Husky (2008):** This manufacturer of outdoor gear agreed in meetings with distributors that they would adhere to the recommended presale prices in price lists, the supplier distributed by e-mail. The supplier imposed and enforced sanctions including a termination of the agreement.
- **Estée Lauder (2008):** In its distribution contracts the supplier imposed specific prices on its distributors and distributors indeed adhered to these prices.
- **Kofola (2008):** A major manufacturer of soft drinks, included RPM clauses in its agreements with key distributors. This agreement had countrywide anti-competitive effects. However, the case was settled and the NCA lowered the fine to approx. EUR 500,000.
- **Albatros – Harry Potter books (2008):** Fixed as well as minimum resale prices were determined by the distributor of the series of Harry Potter books in its distribution agreements.
- **Association of Graphic Designers (2009):** Fixed resale prices were agreed for certain services.
- **Tupperware (2010):** Fixed resale prices were imposed on independent sales persons in Tupperware's distribution system.
- **Candy (2013):** This manufacturer of pet food imposed fixed or minimum prices.
- **Gorenje (2016):** This manufacturer of household appliances agreed fixed or minimum prices with its distributors by e-mail and was fined approx. EUR 500,000.
Resale Price Maintenance (RPM) in The Netherlands

At the moment, RPM is not considered a hot topic in the Netherlands, in the sense that it has not led to a lot of Dutch case law, nor investigations by the Dutch competition authority (‘ACM’) over the last few years. RPM is not mentioned specifically on ACM’s agenda for 2018 and 2019. The agenda contains four ‘sectors’ which are key priorities these two years, which are the digital economy, green energy, prescription drug prices and ports. It is therefore possible that ACM intervenes if it suspects any infringement of competition law, such as RPM, in these sectors.

Notwithstanding the fact that RPM may not be high on ACM’s agenda, suppliers should nevertheless be aware not to impose fixed or minimum resale prices on their distributors, as RPM is strictly prohibited under the Dutch cartel prohibition (art. 6, par. 1 of the Dutch Competition Act). Distribution agreements which contain illegal RPM clauses are void. Undertakings can invoke or rely on the cartel prohibition vis-à-vis or in in civil proceedings. A peculiar situation with regard to RPM is that of the fixed book prices in the Netherlands, which is required by the Act on the fixed book price ("Wet op de vaste boekenprijs"). This act was introduced in 2005 as replacement of the Dutch ‘book cartel’ and is still in force.

The most important case law concerning RPM – incl. fines.

Public enforcement:

- **G-Star/Secon Group**: ACM decision 12 January 2000, decision on objection 21 December 2001, and CBb ruling 7 December 2005. ACM’s predecessor fined fashion house Secon, as it imposed RPM on its distributors. The fine amounted to 500,000 Dutch Guilder (+/- EUR 227,000), but was reversed as the CBb ruled that RPM had been established, but that ACM had insufficiently taken into account the factual context, so that it was unable to establish whether there was an appreciable restriction of competition.

- **Sector scan on indications concerning online sales, 2009**: ACM analyzed 131 indications of infringements in the household appliance sector and watches sector. These indications amongst others related to RPM, but in the end there were insufficient grounds to launch an investigation.

Private enforcement:

- **Albert Heijn/Peijnenburg**: District Court ’s-Hertogenbosch 10 February 2005. Supermarket Albert Heijn (AH) reduced the price of a particular Peijnenburg shortbread. Peijnenburg responded with a refusal to supply, because AH would have ‘ruined’ the product. According to the Court, Peijnenburg’s refusal to supply was not unlawful nor contrary to competition law, as the reduced price would not be reasonable and fair. ACM seemed not to agree and publicly clarified that it considers that RPM is not allowed under competition law.

- **Batavus/Vriend’s**: Court of Appeal Leeuwarden 9 October 2009, Supreme Court 16 September 2011, Court of Appeal Arnhem-Leeuwarden 22 March 2013. Bicycle manufacturer Batavus was not allowed to unilaterally terminate the distribution agreement with retailer Vriend’s, as the Supreme Court found that there was indirect RPM as the termination was connected to the price level used by Vriend’s. The termination constituted an appreciable restriction of competition.
Resale Price Maintenance (RPM) in The Netherlands

ACM's policy regarding vertical agreements

In 2015, ACM published the policy document ‘ACM’s strategy and enforcement priorities with regard to vertical agreements’. In this document, ACM underpins that competition may be restricted by vertical agreements, causing harm to consumers. ACM could possibly intervene in such a case. According to ACM’s strategy and enforcement priorities with regard to vertical restraints, ACM selects cases “in which ACM believes the harm to consumer welfare is the highest.”

With regard to vertical agreements, ACM concludes that i) the effects of vertical agreements on consumer welfare can be both positive and negative, differing from case-to-case, and ii) that vertical agreements, generally speaking and especially in the absence of market power, more often than not benefit consumer welfare. Generally speaking, ACM will thus have to decide on a case-by-case basis whether a vertical agreement has either positive or negative effects, where it is particularly relevant if one of the parties (supplier and/or distributor) has market power.

A short assessment of what would be viewed as illegal RPM and how it is likely to be assessed by ACM in the near future

The Dutch cartel prohibition is interpreted and applied in accordance with the European cartel prohibition, case law of the ECJ and GC and EC’s decisions and guidance documents (such as the EC guidelines on vertical restraints). The Dutch Competition Act also declares the Vertical Block Exemption Regulation applicable to situations where there is no effect on trade between Member States. In its 2015 policy document, ACM outlines how it would assess (alleged illegal) RPM situations:

“First of all, ACM estimates the level to which the market is susceptible to collusion, both at a manufacturer level and a retailer level. Generally speaking, the possibilities of effective collusion are greater if fewer companies are involved, homogeneity of products is greater, and buyer bargaining power is smaller. With regard to the second theory of harm, in addition to the abovementioned factors, the level to which retailers are able to force RPM onto manufacturers is relevant. The reason is that supporting a cartel between retailers is not automatically in the interests of an individual manufacturer. A cartel among retailers increases the product’s end price, reducing demand for the product. If the wholesale price remains constant, the manufacturer’s profit will therefore decrease because of a dealer cartel.

ACM will also estimate the potential efficiency improvements. What is important is that, if RPM produces an efficiency improvement, it can be expected that RPM is applied market-wide. Moreover, these efficiency improvements can also be passed on to consumers. Therefore, the impact of the effect of market-wide RPM (pro-competitive or anti-competitive) can be as ambiguous as the impact of the effect of a single RPM. Nevertheless, it is generally the case that if RPM has a harmful effect in a concrete case, market-wide application thereof amplifies the harm of the RPM.”
Resale Price Maintenance (RPM) in the United Kingdom

RPM is closely monitored and regularly investigated by the UK's Competition and Markets Authority (particularly immediately following the introduction of the Competition Act 1998).

RPM is prohibited primarily pursuant to Chapter I of the CA98; but also under Chapter II if resale prices are imposed or effectively enforced by a dominant supplier. RPM can take both direct (i.e. the setting of specific minimum resale prices) and indirect form (e.g. fixing the distributor’s margin, fixing the maximum level of discount from a prescribed resale price, making rebates or refund of marketing costs subject to observing a given price level, linking resale price to those charged by competitors and threats, intimidation, warnings, penalties, delay or suspension of deliveries or early termination unless a prescribed price level is adhered to). Maximum prices or RRPs are permitted provided they do not amount to a minimum price by virtue of pressure or incentives from either party.

Major case law:

- **Replica football kits (2003)** – Ten companies were fined a total of £18.6 million for price fixing: RPM on retailers by manufacturer, Umbro, as well as horizontal price fixing between retailers
- **Tobacco retail pricing (2010)** – Retailers entered into price-matching arrangements (agreeing parity and differentials requirements with manufacturers as between competing brands), restricting the retailers’ ability to determine their retail selling prices
- **Online hotel room sales (2012–)** – Booking.com and Expedia arrangements with InterContinental Hotels Group (indirect RPM through online room rate parity/’most favoured nation’ clauses). Sector is still under review by network of European Competition Authorities to monitor true levels of freedom to discount room rates (e.g. it may be constrained by reference to commissions agreed with the online travel agents)
- **Mobility Scooters (2014)** – Pride Mobility Products and eight retailers agreed to an arrangement preventing retailers from advertising online prices for certain models of mobility scooters below their RRPs. Similar finding also made against TGA for agreements with three online retailers, who then had their immunity from fines withdrawn (the first time this had ever happened at an early stage of an investigation). Pride case led to first ever collective follow-on damages action in the UK (under s. 47B of the Competition Act)
- **Sports bras (2013)** – Statement of objections sent to a manufacturer and three retailers for setting fixed or minimum resale prices (case subsequently closed in June 2014)
- **Bathroom fittings (2016)** – Following complaints about online discounting, Ultra Finishing introduced online trading policy limiting discount to 20 per cent of RRP (punishable by reduction in wholesale terms and withdrawal permission to use copyrighted images on their resale websites). Later withdrawn to be replaced by “Guidelines” with a “recommended” price which was in fact effectively enforced through close monitoring and threats to withdraw copyright licenses for use of images online and preventing promotions in relation to its products – CMA particularly noted in this case, the effect the policy/guidelines had in chilling the otherwise downward effect of the internet as a driver of price competition
- **Commercial Refrigeration sector (2016)** – Fine of £2.3m on ITW for RPM in Foster commercial fridges 2012-14 (max. discount creating online and offline minimum advertised price), enforced through threats to reduce wholesale terms, temporarily or permanently cease supply or threaten to do so, or even permanently discontinue a reseller’s account
- **Domestic Light Fittings** – Most recent, high-profile case seeing a settlement with domestic suppliers and their parent companies, with fines totalling £2.7m. For example, major suppliers, Saxby and Endon had agreed with resellers that they would not discount more than 20 per cent of the trade price/RRP for their products, enforcing observance of the minimum pricing level through an Internet Licence Agreement and threatening penalties, including account suspension, revocation of the ILA and ability to use copyrighted images online

A general description of RPM

To the map of Europe
Resale Price Maintenance (RPM) in the United Kingdom

Guidance Papers

The CMA notably issued Guidance for businesses on RPM in 2016, reminding readers that RPM can take indirect as well as direct forms and including the following “Don’ts” for retailers:

- Don’t agree with your suppliers to fixed or minimum retail prices
- Don’t exercise pressure on the supplier and other retailers to adhere to recommended resale prices.”

Prompted particularly by the Domestic Light Fittings case, the CMA also published an open three-page letter to suppliers and retailers on RPM, which notably highlighted the following key points for parties on either side of resale pricing arrangements:

- If you are a supplier:
  - You must not dictate the price at which your products are sold, either online or through other sales channels.
  - Policies that set a minimum advertised price for online sales can equate to RPM and are usually illegal.
  - You must not use threats, financial incentives or take any other action, such as withholding supply or offering less favourable terms, to make resellers stick to recommended resale prices.
  - You cannot hide RPM agreements - restrictive pricing policies in business-to-business arrangements are illegal whether verbal or written. Equally you cannot try to use apparently legitimate policies (e.g. image licensing) to conceal RPM practices.
  - If you receive a CMA warning letter, take it seriously and seek independent legal advice to ensure your business is compliant with competition law.

- If you are a reseller:
  - You are entitled to set the price of the products you sell, whether online or through other sales channels.
  - Suppliers are not usually allowed to dictate the prices at which you sell or at which you advertise their products online.
  - If you have agreed to sell at fixed or minimum prices with your supplier, you may both be found to be breaking competition law.
  - If a supplier asks you to comply with a restrictive pricing policy you should report this to the CMA.”

The CMA can apply an uplift of up to 25 per cent in the level of fines imposed in the event a party fails to respond promptly to a CMA warning letter – e.g. Endon in Light Fittings (after May 2012 warning letter they acknowledged misconduct internally, but did not cease it and sought to conceal continued practice of RPM, its policy even being formally reintroduced in 2013).
Antitrust Alliance

The Antitrust Alliance is an EU-wide network of law firms specialised in both national competition law and EU competition law. The alliance brings together the knowledge and resources of independent antitrust teams across the EU member states to provide clients with complete competition law counselling.

The overview shows some similar tendencies and competition law issues in relation to RPM. However, the national case law also shows that the antitrust issues, focus and assessments vary between the member states. This calls for in-depth knowledge of the case law and developments in the national jurisdictions as well as with EU developments.

The Antitrust Alliance’s cross-border proficiency and close working relationship ensure that each national law firm has convenient access to local expertise in most of the European jurisdictions.

This relationship enables us to handle our clients’ antitrust needs effectively across jurisdictions, providing an efficient and flexible response.

For more information on the Antitrust Alliance and contact information, please visit the website: [www.antitrust-alliance.org](http://www.antitrust-alliance.org).