nysingh advocaten-notarissen

NEWSLETTER | JANUARY 2013 EUROPEAN COMPETITION LAW

With this European Competition Law Newsletter we will inform you of recent developments in competition law at European Union level. We hope that this newsletter contributes to your awareness of pitfalls in overseas business.

FINE OF € 20 MILLION FOR HAVING PUT A CONCENTRATION INTO EFFECT BEFORE NOTIFICATION

The General Court has uphold a fine of € 20 million imposed on Electrabel for having put a concentration into effect before notifying it. It essentially ruled that under EU law, even a minority shareholder may be considered to hold de facto sole control of an undertaking, for example, where the shareholder is virtually certain of obtaining a majority at the general meeting because the remaining shareholders are widely dispersed (case T-332/09).

The concentration

The Belgian company Electrabel is involved in the fields of electricity and natural gas. The Compagnie nationale de Rhône (CNR) is a French State-owned undertaking having as its mission the development and operation of the Rhône river. Until 2003, CNR's capital had been held solely by public bodies or undertakings which were wholly-owned by the State. On 23 December 2003, Electrabel, having previously acquired 17.86% of CNR's capital, acquired further shares, bringing its holding to 49.94% of CNR's capital and 47.92% of its voting rights.

Fined after declaration of compatibility

In 2007, Electrabel contacted the Commission, seeking its opinion as to whether it had acquired de facto sole control of CNR. As the Commission concluded that it had indeed acquired such control, Electrabel formally notified the concentration transaction. By decision of 29 April 2008, the Commission did not oppose the concentration and declared it compatible with the common market. However, it left open the question of the exact date of Electrabel's acquisition of de facto sole control over CNR. By decision of 10 June 2009, the Commission imposed a fine of € 20 million on Electrabel for having carried out a concentration transaction before having notified the Commission and before the concentration was declared compatible with the common market, for the period from 23 December 2003 to 9 August 2007. Electrabel challenged that decision before the General Court.

Existence of a concentration

In its judgment, the Court rejected all the arguments put forward by Electrabel. The Court firstly observed that a concentration takes place either when two or more independent undertakings merge to form a new undertaking, or through the acquisition of control of another undertaking, the concept of control covering the possibility of exercising decisive influence over the activity of an undertaking. It added that even a minority shareholder may be considered to hold de facto sole control of an undertaking, for example, where the shareholder is virtually certain of obtaining a majority at the general meeting because the remaining shareholders are widely dispersed. The presence of shareholders at shareholders' meetings in previous years forms the basis of the assessment of whether or not de facto sole control is being exercised.

Thus, the Court held that it is only if Electrabel had not been virtually certain, in December 2003, of obtaining control at future general meetings, that there would have been no concentration and, therefore, no infringement of the obligation not to put the transaction into effect as from that date. According to the Court, Electrabel has not, however, succeeded in demonstrating that, in December 2003, it was not virtually certain of obtaining a majority at CNR's general meetings, even without holding the majority of the voting rights.

Secondly, the Court endorsed the Commission's analysis to the effect that Electrabel held an absolute majority in CNR's Board of Directors as well as the means to retain that majority, rejecting arguments such as Electrabel's submission that, in 2003, CNR was still controlled by the French public authorities in their supervisory capacity. The Court held that neither the presence of government officials on the supervisory board and at CNR's general meetings nor the role of the State auditor preclude the existence of a situation of control for the purposes of the EU rules on concentrations.

Formal or procedural infringement?

The Court further held that the Commission did not err in applying a limitation period of five years for the infringement committed by Electrabel. The Court held that the EU rules provide for two different limitation periods, depending on the nature of the infringement: the first, three years, applies to formal or procedural infringements (applications or notifications of undertakings or associations of undertakings, requests for information, or the carrying out of investigations), whilst the second, five years, applies to all other infringements. According to the Court, advance putting into effect of a concentration, in violation of EU law, is an infringement liable to bring about significant changes in the competition situation and cannot be categorised as merely formal or procedural.

Courts judgment characterised by functional approach

This judgment of the Court clearly stresses the prevailing functional approach of EU law in regard to concentration control. Accordingly, the concept of "acquiring control" is not limited to situations where this control is acquired formally, for example through the acquisition of the absolute majority of shares or voting rights. According to the Court, control can also be acquired where in view of the general meeting the acquiring party is virtually certain that it will have the majority of votes due to the dispersed character of the remaining shareholders. Hence, before acquiring control, undertakings should meticulously assess whether or not decisive control is effectively acquired.

COURT OF JUSTICE UPHOLDS FINES IMPOSED ON ASTRAZENECA

The fines that have been imposed by the Commission on AstraZeneca for having abused its dominant position were upheld in appeal by the Court of Justice (case C-457/10 P).

Two abuses

AstraZeneca is a company that develops and distributes pharmaceutical products. Two undertakings belonging to the AstraZeneca group were fined by the Commission for having distorted the introduction of generic medicines for stomach- and intestinal complaints.
According to the Commission, AstraZeneca had abused its dominant position through the implementation of two distinct practices. In appeal AstraZeneca argued with regard to both practices that they did not actually constitute an abuse, but that instead, they had to be regarded as practices within the course of normal "competition on the basis of quality". Subsequently AstraZeneca argued that with regard to both alleged forms of abuse the effects on competition had not properly been established.

First abuse of dominant position

In order to obtain a Supplementary Protection Certificate (SPC) with the longest possible term for its medicines and in order to acquire an SPC within Germany and Denmark, AstraZeneca had deliberately not informed the relevant patent offices that it had received a technical authorisation in France at the date of 15 April 1987. Instead, upon the basis of an alternative interpretation of the concept of technical authorisation, AstraZeneca had provided the date of publication of the prices. AstraZeneca had also made several misleading representations to patent offices and to generic competitors in the course of court proceedings. According to the Court, this consistent and linear conduct, through which AstraZeneca tried to retain its monopolistic position on the market as long as possible, had nothing to do with competition on the basis of quality. Instead, AstraZeneca had willingly accepted the fact that the patent offices would grant it SPC's which would have been denied otherwise or would have turned out to be unlawful. Accepting AstraZeneca's argument would basically have as a consequence that whenever an undertaking with a dominant position considers itself entitled to a right, it may use any means to obtain that right and even have recourse to highly misleading representations with the aim of leading public authorities into error. The Court held that such an approach is manifestly not consistent with the specific responsibility of such an undertaking not to distort competition.

The argument that the General Court did err in law by judging that the conduct constitutes an abuse in itself, regardless any effects on competition, was also rejected. The General Court had explicitly established that the misleading representations could actually lead the authorities to grant the requested exclusive rights. Likewise, with regard to the countries in which no SPC's were granted, the Court established the abusive character of the conduct, because of the genuine possibility that the representations would lead to the unlawful grant of the SPC's.

The Court established the existence of an abuse regardless of the fact that the strategy of AstraZeneca, which aimed at distorting the market entry of generic products in an unlawful way, had not been successful in certain countries.

The second abuse

The second form of abuse consisted of requests made by AstraZeneca for the withdrawal of the technical authorisation of Losec capsules in Denmark, Sweden and Norway, without an objective justification and after the expiry of the granted exclusive right to exploit the results of the pharmalogical, toxicological and clinical experiments, for the purpose of hindering the introduction of generic products and parallel imports.

Once again the Court judged that this had nothing to do with competition on the basis of quality. After the expiry of the exclusive rights, such conduct no longer enjoys a justification based upon the legal protection of the investment in the product. Additionally, the fact that a right to request the revocation of an authorisation exists upon the basis of another set of laws, does not exclude the possibility that such behavior constitutes an abuse of a dominant position. In this particular case AstraZeneca had failed to substantiate that the revocation of the authorizations was justified because it imposed onerous pharmacovigilance obligations. The argument of AstraZeneca that its rights of property had been violated was rejected. According to the Court, the possibility to request the revocation of authorizations does not constitute a property right, but merely a possibility on the basis of the law of the Union. The limitation of such possibilities was not exceptional in the case of dominant undertakings. The distortion of parallel imports had been sufficiently substantiated by the General Court, as it was clear that the permits for parallel imports had been withdrawn because the technical authorizations had been revoked unlawfully.

Fines

The fines to AstraZeneca were upheld by the Court. The argument that the fines should have been reduced because the abuse was new and did not at all times achieve its objectives, was rejected. Through the abuse, AstraZeneca had willingly aimed at rejecting competitors from the market and was consequently aware that its conduct was strongly anticompetitive. AstraZeneca should have expected that its behavior would be declared incompatible with the competition rules, even though the Commission and the judicial institutions had not yet been able to judge over the abusive conduct. Also, according to the Court, AstraZeneca could not evidence the argument that the anticompetitive conduct did not at all times lead to the results that was aimed for.

Specific responsibility

This judgment points to the specific responsibility of pharmaceutical undertakings with a dominant position on the market, not to distort competition. Pharmaceutical companies are not allowed to hinder the market entry of generic medicines after the expiry of their exclusive rights. Obviously, it is not acceptable to make misleading representations, but also less obvious cases may turn out to be abusive when the underlying strategy is to hinder generic competitors on the market. It is not allowed to conclude patent settlements or other agreements with competitors, when these agreements aim at distorting or delaying.

AGREEMENT INTENDED TO EXCLUDE A COMPETITOR CONTRARY TO COMPETITION LAW

Anticompetitive conduct is not allowed, even when such conduct aims at putting a halt to the illegal behavior of a competitor. The Court of Justice has ruled on this matter in a preliminary ruling concerning a cartel agreement concluded by a number of banks (case C-68/12). These banks concluded this agreement with the aim of hindering a competitor which failed to have the required authorizations in Slovakia to act on the market, in order to end this unlawful conduct.

Unlawful conduct of adversely affected competitor irrelevant

The first question was whether it is of legal relevance for the assessment of a restrictive agreement that a competitor adversely affected by an agreement between other competitors was allegedly operating illegally on the relevant market at the time that the agreement was concluded. The affected undertaking (Akcenta) had the required authorizations in the Czech Republic, but failed to have all required Slovakian permits. According to the Court, however, this fact was not relevant, because the agreement concluded between the banks aimed at limiting competition, whilst no bank had contested the legality of the activities of Akcenta, before proceedings were opened against them. For assessing a breach of competition rules the alleged legal position of Akcenta was of no importance. Additionally, according to the Court, private undertakings or associations of undertakings do not retain the competence to ensure compliance with statutory requirements.

Proof of personal conduct representative or mandate not required

The Court also assessed whether Article 101 (1) TFEU is to be interpreted as meaning that, in order to find that an agreement is restrictive of competition, it is necessary to demonstrate personal conduct on the part of a representative authorised under the undertaking's constitution or the personal assent, in the form of a mandate, of that representative, who has, or may have, taken part in that agreement, to the conduct of one of the undertaking's employees, when the undertaking has not distanced itself from the conduct of that employee and when, at the same time, the agreement has been implemented. One of the undertakings alleged that its employee, who had attended the meetings between banks, had not been given authority to that effect and that it had not been established that this employee had agreed with the results of the meeting.

In order to answer this question the Court reiterated that, for the cartel prohibition to apply, it is not necessary that there has been action by, or even knowledge on the part of, the partners or principal managers of the undertakings concerned. Action by a person who is authorized to act on behalf of the undertaking suffices. Furthermore, the Court agreed with the Commission that participation in cartels is often clandestine and not governed by any formal rules, and it is rarely the case that an undertaking's representative attends a meeting with a mandate to commit an infringement. When an undertaking has participated in anticompetitive meetings between competitors, the undertaking in question must put forward evidence to establish that its participation was in a different spirit. In order for its participation to not be regarded as tacit approval, the undertaking must publicly distance itself from the meeting in such a way that the other participants will think that it is putting an end to its participation, or report it to the administrative authorities. The question was therefore answered in the negative.

Illegal conduct justified upon the basis of 101 (3) TFEU?

The final question was as to whether anticompetitive conduct can be justified on the basis of Article 101 (3) TFEU when such conduct has the effect of excluding from the market a specific individual competitor which has subsequently been found to have been carrying out activities without holding the appropriate licences. One of the cartel members argued that the fact that the anticompetitive agreement aimed at hindering a competitor from practicing unlawful activities on the market, could be justified under 101 (3) TFEU, as such an agreement protects the conditions for healthy competition and, in the broader sense, thus seeks to promote economic progress. The Court considered that at least the third requirement of Article 101 (3) TFEU, whereby an agreement must not impose on the undertakings concerned restrictions which are not indispensable to the attainment of the objectives aimed at, had not been fulfilled. The banks should have complained with the competent authorities in order to establish compliance to the law and not take it upon themselves to eliminate the competitor from the market. Therefore Article 101(3) TFEU did not apply.

Action against illegal conduct of a competitor

This judgment shows that the mere fact that a competing undertaking conducts illegal activities on the market, does not affect the anticompetitive nature of a cartel aimed at preventing a competitor without the requisite licence from acting illegally on the market, nor does it form a justification for concluding a cartel agreement. Undertakings must therefore be aware that they are not allowed to hinder singlehandedly such a competitor, but that they must bring the illegal conduct to the competent authorities.

COMPANY FINED FOR PARTIAL PARTICIPATION IN CARTEL

The Court of Justice has set aside the judgment of the General Court concerning the cartel on the Belgian international removals market. Since Coppens was liable for its participation in an agreement for the submission of cover quotes to customers, it must be fined a total of € 35.000,-- (case C-441/11 P).

Complex cartel results in € 33 million fine

In 2008 the Commission imposed fines of € 33 million on ten undertakings, due to participation in a global cartel in the market for international removal services in Belgium, covering the timeframe from 1984 until 2003. The infringement consisted of price fixing, market sharing by submissions of procedure for fictitious offers, and a system of compensation between the participants of the cartel for the rejected offers. Some cartel members, including Coppens and the parent companies, appealed to the General Court. The General Court confirmed the existence of a cartel. However, Coppens' full participation to the cartel remained unproven except for the preparation of fictitious offers. Based on the evidence provided to the General Court it declared the contested decision and fines imposed on Coppens void in its entirety.

No direct participation in a cartel equals no participation

The Commissions' main argument concerned the annulment of the contested decision as a whole by the General Court. The Commission argued that partial annulment based on the principle of proportionality was the only right option. However, the Court of Justice held in its judgment that a measure can only be annulled if a partial annulment would result in an alteration in the substance of that measure. Furthermore, the Court stated that full liability of a company for all anti-competitive conducts can only be attributed when it is shown that the company concerned by its own conduct intended to bring about the common objectives of all cartel participants, and knew or should have known about the planned or realised conducts by all other cartel participants and therefore has accepted to risks of such a breach. On the other hand, if a company has directly taken part in one or more of the forms of anti-competitive conduct comprising a single and continuous infringement, but it has not been shown that that company intended, through its own conduct, to contribute to all the common objectives pursued by the other participants in the cartel and that it was aware of all the other offending conduct planned or put into effect by those other participants in pursuit of the same objectives, or that it could reasonably have foreseen all that conduct and was prepared to take the risk, the Commission is entitled to attribute to that company liability only for the conduct in which it had participated directly and for the conduct planned or put into effect by the other participants, in pursuit of the same objectives as those pursued by the company itself, where it has been shown that the company was aware of that conduct or was able reasonably to foresee it and prepared to take the risk. Therefore the administrative procedure should enable the company concerned, to understand that each conduct of the alleged infringement is being alleged so that an adequate defense can be provided there where the decision of the Commission is sufficiently clear.

Cause of infringement: single conduct

The Court of Justice followed with the assessment of the full liability of Coppens for the existence any anti-competitive behavior. It concluded that Coppens' knowledge and acceptance of the infringement risk had not been proven. However, this does not lead to the finding that no infringement by Coppens can be established since it was established that Coppens participated in offering fictitious offers. Therefore, Coppens could have understood that accusation of partial participation in anti-competitive conducts was at stake, and therefore was able to defend itself. The contested decision was sufficiently clear on the alleged infringements. The Court judged that a partial annulment could not alter the object of the contested Commission's decision.

The degree of involvement of Coppens in the (global) cartel was according to the Court an element that had to be taken into account in assessing the gravity of the infringement and had to be taken into account in determining the amount of the fine and therefore did not relate to the question whether Coppens had participated in a cartel or not.

Conclusion

The Court of Justice held that the judgment of the General Court is vitiated by an error of law in so far as it considered the contested decision to be completely void even though the General Court had rightly established Coppens participation in offering fictitious bids. The Court of Justice annulled the judgment of the General Court and found Coppens liable for its proven anti-competitive conduct of offering fictitious offers, which lead to a partial annulment of the contested decision.

APPEAL OF SUBSIDIARY HAS CONSEQUENCE FOR PARENT

Recently, the Court of Justice has given its judgment with regard to the participation of Pegler, a subsidiary undertaking of Tomkins, in a cartel (case C-286/11 P). The predominant question in this judgment concerns the liability of the mother company Tomkins for conduct of its (former) subsidiary Pegler.

Subsidiary company drags parent company along in a cartel

The Commission fined Pegler for its infringements of the cartel prohibition by participating over various periods between 1988 and 2004, in a single, complex and continuous infringement taking the form of a complex of anti-competitive agreements and concerted practices in the market for copper and copper alloy fittings. The infringement consisted in fixing prices, agreeing on price lists, agreeing on discounts and rebates, agreeing on implementation mechanisms for introducing price increases, allocating national markets, allocating customers and exchanging other commercial information and also in participating in regular meetings and in maintaining other contacts intended to facilitate the infringement.

Among the addressees of the contested decision was the applicant Tomkins. In its decision the Commission held Tomkins liable for the infringement solely as parent company of Pegler. In other words, the Commission imputed Pegler's infringement to Tomkins, by whom Pegler was wholly owned, and ordered Tomkins, jointly and severally, to pay the fine imposed on its subsidiary. That imputation was based on the fact that Tomkins exercised decisive influence on Pegler during the period of the infringement. Both Tomkins and Pegler appealed to the General Court, which reduced the fine imposed on Pegler based on evidence about the duration of the conduct. As to Tomkins, the General Court reduced the imposed fine since Tomkins liability could not exceed that of Pegler. The Commission lodged an appeal before the Court of Justice.

Court of Justice

The Commission argued that, whatever the liability of the undertaking constituted by those two companies of the same group in the light of the infringement confirmed in the contested decision, Tomkins was not entitled to benefit from the reduction in the duration of the infringement upheld by the General Court, in the proceedings initiated by the separate action brought before the General Court by Pegler, on the basis of arguments which Tomkins did not raise in its own action.

The Court of Justice stated that in order to impute liability to any entity within a group, it is necessary to prove that one entity at least committed an infringement and that this fact has been noted in a decision which has become definitive. In this case no evidence of such infringement with regard to the period 1988 – 1993 has been delivered, which lead to the partial annulment of the contested decision by the General Court. Therefore the General Court was correct to rely on the premises that the liability of Tomkins as parent company was purely derivative and secondary and thus depended on that of its subsidiary, Pegler, those two companies having been ordered jointly and severally to pay the fine in respect of which the reduction was sought.

The Commission also claimed that, in reducing the duration of the infringement also for Tomkins, without any express claim to that end having been made by that company, the General Court ruled *ultra petita,* thereby infringing the Court's case-law expressed in particular by the judgments in *Commission* v *AssiDomän Kraft Products and Others* and in *ArcelorMittal Luxembourg* v *Commission* and *Commission* v *ArcelorMittal Luxembourg and Others*. The Court of Justice however judged that with regard to the notion of "same object" of both Tomkins and Pegler's separate appeals, it is not required that the scope of the appeals of both companies and the arguments on which they relied on are identical, since the liability of the mother company is wholly derived from that of its subsidiary. Consequently, in so far as it is common ground that both Pegler and Tomkins disputed the duration of the infringement and that a part of that period was identical, the General Court did not err in law in reaching its findings. Thus, in actions for annulment brought separately by a parent company and by its subsidiary, it is not ruling *ultra petita* if it takes account of the outcome of the action brought by the subsidiary, if the form of order sought in that action has the same object as that in the action brought by the parent company.

The Court of Justice pointed out that the difference between the current case and the judgment in AssiDoman Kraft Products and Others and the recently provided judgment in the case of ArcelorMittal Luxembourg v. Commission, is: 1) that in the first judgment the companies concerned had not brought action against the Commission's decision, and 2) the Commission's decision in the ArcelorMittal-case was directed exclusively against one of the companies.

Parent company follows subsidiary

In a situation where the liability of the parent company is derived exclusively from that of its subsidiary and where both companies have brought parallel actions having the same object, it is correct to take account of the outcome of the action brought by the subsidiary company in the final decision for the mother company. This does not result in a ruling *ultra petita*.

FINES & INVESTIGATIONS EUROPEAN COMMISSION

Legally binding commitments for sale of e-books

The Commission has recently adopted a decision that renders legally binding commitments offered by Apple and four international publishers - Simon & Schuster (CBS Corp., USA), Harper Collins (News Corp., USA), Hachette Livre (Lagardère Publishing, France), Verlagsgruppe Georg von Holtzbrinck (Germany; owner of inter alia Macmillan). The Commission had concerns that these companies may have contrived to limit retail price competition for e-books in the European Economic Area (EEA), in breach of EU antitrust rules. To address these concerns, the companies offered in particular to terminate on-going agency agreements and to exclude certain clauses in their agency agreements during the next five years. The publishers have also offered to give retailers freedom to discount e-books, subject to certain conditions, during a two-year period. After a market test the Commission is satisfied that the final commitments remedy the competition concerns it had identified.

Legally binding commitments from Rio Tinto Alcan

Recently, the Commission has adopted a decision that renders legally binding the commitments offered by Rio Tinto Alcan to address concerns raised by the Commission about competition on markets for aluminum smelting equipment. The Commission was concerned that the company may have infringed EU antitrust rules by contractually tying the licensing of its leading Aluminum Pechiney ("AP") smelting technology to the purchase of handling equipment (namely, pot tending assemblies or "PTAs") from its subsidiary Electrification Charpente Levage ("ECL"). PTAs are specialty cranes used in aluminum reduction plants (smelters) where primary aluminum is produced.

To address these concerns, Rio Tinto Alcan offered commitments. The commitments introduce an objective and non-discriminatory process for selecting qualified suppliers of PTAs. Users of Rio Tinto Alcan's technology will then be able to choose among the recommended suppliers. Rio Tinto Alcan will provide competing PTA suppliers with the necessary technical specifications to ensure that their PTAs are capable of operating in smelters using AP technologies. Compliance with these commitments will be monitored by an independent expert. After market testing an initial commitments' proposal in August 2012, the Commission concluded that the final commitments offered by Rio Tinto Alcan (which introduced several improvements in response to some requests raised during the market test) are suitable to address its competition concerns.

Potential misuse of mobile phone standard-essential patents

The Commission has informed Samsung of its preliminary view that Samsung's seeking of injunctions against Apple in various Member

States on the basis of its mobile phone standard-essential patents ("SEPs") amounts to an abuse of a dominant position prohibited by EU antitrust rules. While recourse to injunctions is a possible remedy for patent infringements, such conduct may be abusive where SEPs are concerned and the potential licensee is willing to negotiate a licence on fair, reasonable and non-discriminatory (so-called "FRAND") terms.

Fine of € 79 million for illegal non-compete contract clause

Recently, the Commission has imposed fines of € 66.894.000,-- on Telefónica and of € 12.290.000,-- on Portugal Telecom for agreeing not to compete with each other on the Iberian telecommunications markets. In July 2010, in the context of the acquisition by Telefónica of the Brazilian mobile operator Vivo, which was until then jointly owned by both parties, the parties inserted a clause in the contract indicating they would not compete with each other in Spain and Portugal as from the end of September 2010.

Delayed entry of generic pain-killer

The Commission has also informed the pharmaceutical companies Johnson & Johnson (J&J, of the USA) and Novartis (of Switzerland) of its objections regarding an agreement concluded between their respective Dutch subsidiaries on fentanyl, a strong pain-killer. The Commission takes the preliminary view that the agreement delayed the market entry of a cheaper generic medicine in the Netherlands, in breach of EU antitrust rules.

Janssen-Cilag, the J&J subsidiary supplying the pain-killer fentanyl in the Netherlands, concluded a so-called "co-promotion agreement" with its close generic competitor Sandoz, a Novartis subsidiary, in July 2005. At the time there were no regulatory barriers to develop and market generic versions of the fentanyl patches and therefore for Sandoz to enter the Dutch market. The agreement foresaw monthly payments from Janssen-Cilag to Sandoz for as long as no generic product was launched in the Dutch market. Consequently, Sandoz abstained from entering the market with generic fentanyl patches for the duration of the agreement from July 2005 until December 2006. This may have delayed the entry of a cheaper generic medicine for seventeen months and kept prices for fentanyl in the Netherlands artificially high.

NYSINGH EUROPEAN COMPETITION AND PUBLIC PROCUREMENT LAW TEAM

Nysingh 3 partner and 6 associates dedicated European competition and public procurement law team has many years of experience in competition law – in European competition law and, since the Dutch Competition Act took effect in 1998, in Dutch competition law as well. We advise companies and national and international trade associations in many sectors of the economy, such as the agro, chemical, cleaning, bicycle, fishing, care, transport, insurance, building and installation industries on competition law and regulatory matters. We advise on the application of competition law to a wide range of trade practices and agreements. In recent years we defended companies and trade associations in over 25 investigations by the Netherlands Competition Authority and the European Commission and defended clients before both national and EU Courts. The competition law team has got high rankings by Chambers during the last 4 years.

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