Between competitors

Competitors must determine their prices and all of its components independently.

Competitors must compete for customers everywhere within the EU.

Competitors must decide on volume and market introduction independently.

Competitors must decide on the participation in tenders and the conditions offered independently.

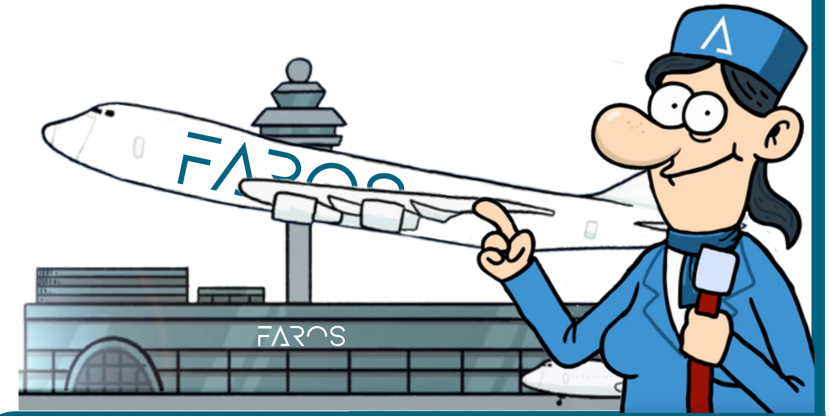
Competitors must seek legal advice before exchanging commercially sensitive information.

Between suppliers and distributors

Distributors must be free to determine their resale prices.

In principle, distributors must be free to sell where they want.

In principle, distributors must be free to sell to whom they want.



SAFETY BRIEFING CARD

Between Competitors

NO PRICE AGREEMENTS

- Competitors cannot make agreements on final prices, but also not on all price-related elements, such as price increases or reductions, promotions, recommended prices, minimum prices, rebates/discounts, etc.

NO MARKET SHARING

- Competitors cannot make agreements on the allocation of territories (e.g., a non-aggression pact) or on the allocation of customers (e.g., an agreement not to approach each other's top 10 customers) within the EU.

NO OUTPUT LIMITATIONS

- Competitors cannot align on (the timing of) product launches.
- Competitors cannot make agreements on the volumes they will make available in the market.

NO BID RIGGING

- The prohibition concerns both participation in public and private tenders.
- Competitors cannot make agreements on tenders, both when they are public, and when they are private tenders.

INFORMATION EXCHANGE: WATCH OUT!

- Competitors cannot directly or indirectly (e.g., via customers or suppliers) exchange commercially sensitive information.
- Commercially sensitive = any information that may influence a company's commercial strategy or business decision (prices, volumes, investments, promotions, etc.).
- Not commercially sensitive = historic information, genuinely public information, aggregated and/or anonymized information.
- Do not act as a hub for exchanging information between third parties or do not use a third party as a hub to exchange information with a competitor.

Between Supliers and distributers

NO VERTICAL PRICE FIXING

- Suppliers cannot impose a fixed resale price or a minimum price.
- Suppliers can impose a maximum price (when there is an agreement with the distributor) or recommend a resale price.

NO TERRITORIAL RESTRICTIONS

- Suppliers cannot restrict their distributors as to the territory in which they may operate.
- Suppliers can undertake not to sell directly to certain territories (in other words, impose territorial restrictions on themselves).
- Limited exceptions to the general prohibition on territorial restrictions apply. Always consult Legal to evaluate whether your company can make use of these.

NO CUSTOMER RESTRICTIONS

- Suppliers cannot restrict their distributors as to the customers/customer groups they may sell to.
- Suppliers can undertake not to sell directly to certain customers (in other words, impose customer restrictions on itself).
- Limited exceptions to the general prohibition on customer restrictions apply. Always consult Legal to evaluate whether your company can make use of these.

IN GENERAL – BE AWARE THAT:

- Competition law applies between independent companies. The above rules do not apply between companies belonging to the same group.
- 'Agreement' is a broad notion: it covers not only written, but also oral and gentlemen's agreements.
- 'Competitors' is a broad notion: it covers actual competitors (companies currently active in the same market) and potential competitors (companies currently not active in the same market, but who can - with a rather limited investment - become active in the same market in 1-3 years).