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UNDER THE EC COMPETITION RULES

Professor Korah's short monographs on specific topics within EC Competition law are well known and widely used. In this work, with Denis O'Sullivan, she follows the pattern of her previous books on group exemptions for technology transfer and parallel imports. It examines the Regulation on vertical agreements, starting with a chapter on the economic background, before developing, in a series of chapters, a careful analysis of vertical agreements and all the relevant case law. A further chapter deals with agreements which do not come within the Regulation, again paying careful attention to the case law.

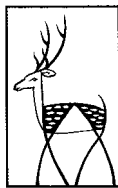
*Valentine Korah* is Professor Emeritus of Competition Law, University College, London; Visiting Professor, Fordham Law School and College of Europe, Bruges, and a Barrister.

*Denis O'Sullivan* is a barrister specialising in competition law matters at the Centre for European Integration Studies in Bonn, and a former associate with the law firm Coudert Brothers in Brussels.



# Distribution Agreements Under the EC Competition Rules

VALENTINE KORAH  
and  
DENIS O'SULLIVAN



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# Preface

Valentine started to write this book in 2000, but decided that she had insufficient opportunities to advise on Regulation 2790/99 to know what businessmen want to do. She, therefore, persuaded her old friend, Denis O’Sullivan, to contribute chapter seven on how to treat agreements outside the scope of the regulation. We started to write our chapters separately, but have each read and commented upon those of the other, and hope that we have made adequate cross references to integrate the two parts.

Several people have kindly read drafts of Valentine’s chapters. Margaret Booth of the UK’s Office of Fair Trading made many helpful comments, especially on the economics chapter. Pat Massey, then working for the Irish Competition Authority and now consulting at CompEcon Limited ([www.compecon.com](http://www.compecon.com)), made suggestions about the economics chapter. Cani Fernandez of Cuatrecasas’ Brussels office and Marissa Tierno Cantello of the Dutch Competition office read the whole some months ago and made helpful comments. None of these friends has seen the final version and none is responsible for remaining errors and infelicities.

When Valentine was teaching at Fordham University School of Law in the Spring of 2001, Mr. Christoph Huetteroth, then an LL.M. student, kindly acted as a research assistant and was extremely helpful. He has since graduated *magnum cum laude* and become a US attorney. Not only was he good at downloading material and meticulous in checking citations etc., but he was also able to check the German version of the regulation, when the French and English differed. He rejects the wide view given at 3.3.9.1 about the application of the regulation to pure trademark or copyright licences on the ground that article 2(3) is a *lex specialis* taking priority over the more general provisions in article 2(1).

As always, Valentine is indebted to Fordham University School of Law for encouraging her to write, providing a computer and, far more important, competent assistance from the help desk cheerfully and courteously given. Fordham always provides funds for her research assistant. The law library at Fordham is good and the help obtained from librarians far exceeds what can be offered in the UK.

She is also indebted to University College for providing a Professor Emeritus with students, an office, computer and help with it.

Valentine listened to a perceptive and careful speech by Andrzej Kmiecik of Van Bael and Bellis at a conference organised by IBC in Brussels in May 2000. She cannot tell how many of the ideas in this book were derived from that talk and the discussion thereafter. She also learned much from debates with Luc Peeperkorn She would like to think both gentlemen.

Denis would like to thank his friends and colleagues at Coudert Brothers ([www.coudert.com](http://www.coudert.com)) for their very generous support. Jean-Yves Art, Pierre-Manuel Louis and Stephen Spinks in particular shared their practical insights into effective

distribution agreements inside and outside Regulation 2790/99. Many of their helpful suggestions have found their way into this book.

We would like to thank all these people, without whom the book would never have been written. Naturally, the remaining errors, omissions and infelicities are our sole responsibility.

We are both indebted to Hart Publishing, which provided a splendid team to produce the book. This time Richard Hart copy-edited the script himself, demonstrating once again the kind of versatility and responsiveness which small publishers possess and which their larger rivals often appear to lack. The index was prepared by Debbie Harris and then revised and edited by Hannah Young, who also co-ordinated production of the book with her usual good cheer and helpfulness, and providing answers to a host of questions en route. The tables were compiled swiftly and very accurately by John Emory Corral, a former student who has now done this for Valentine several times and who is always thorough and meticulous. The typesetters, Hope Services, produced the page proofs very quickly, which enabled us to read proofs in-between other work commitments in the US and Germany.

*Valentine Korah,*  
University College London,  
Bentham House, Endsleigh Gardens,  
London, WC1H 0EG  
valentine.korah@ucl.ac.uk

*Denis O'Sullivan,*  
Centre for European Integration Studies,  
University of Bonn,  
Walter-Flex-Str. 3  
53113 Bonn.  
<http://www.zei.de>

# Contents

<i>Table of Cases</i>	xvi
<i>Table of Legislation</i>	xxxii

<b>1. Economic Considerations</b>	<b>1</b>
1.1 Business Considerations—Ways of Bringing Products to the Market	1
1.1.1 Markets and Hierarchies	3
1.1.2 Agency	5
1.1.3 Technology Licensing	5
1.1.4 Independent Distributors	6
1.1.5 Franchising	7
1.1.6 Selective Distribution	7
1.1.7 Internet Trading	8
1.1.8 Combination of Various Methods	8
1.2 Economic Considerations	9
1.2.1 Market Power—Substitutes and Entry Barriers	11
1.2.1.1 Substitutes	11
1.2.1.2 Entry conditions	11
1.2.1.2.1 Bain	11
1.2.1.2.2 Stigler and others	12
1.2.1.2.3 Network externalities	13
1.2.1.2.4 Time dimension	14
1.2.1.2.5 Objectives of competition law	15
1.2.1.2.6 Case law on market power	16
1.2.2 The Commission's Guidelines	17
1.2.2.1 Single branding group	18
1.2.2.2 Limited distribution group	19
1.2.2.3 Resale price maintenance group (RPM)	19
1.2.2.4 Market partitioning group	20
1.2.2.4 Justifications	21
1.2.3 Causes of Concern about Protection from Intra-Brand Competition	21
1.2.3.1 Concern for market integration	21
1.2.3.2 Output restricting effects of vertical restrictions	23
1.2.3.3 No need to intervene if considerable inter-brand competition	26
1.2.3.4 Importance of inter-type competition	26

1.2.4	Justifications for Restrictions of Intra-Brand Competition	27
1.2.4.1	Free rider justification	28
1.2.4.1.1	Sunk costs	29
1.2.4.1.2	Ways of avoiding the problem	31
1.2.4.1.3	Problem may be overcome by giving incentives to dealers to provide the services	33
1.2.4.1.4	Both the concerns and justifications apply also to customer restrictions	36
1.2.4.1.5	Certification free rider issue	36
1.2.4.2	Avoiding double marginalisation	37
1.2.4.3	Savings on transaction costs—fewer people with whom brand owner has to deal	37
1.2.5	Concerns about Single Branding	38
1.2.5.1	Foreclosure	38
1.2.5.1.1	Tying	39
1.2.5.2	Raising rivals' costs	40
1.2.5.3	Rigidity and facilitating actual or tacit collusion	40
1.2.5.4	The protection of smaller firms and freedom	42
1.2.6	Justifications for Single Branding	42
1.2.6.1	Counterpart to exclusive supply obligation	42
1.2.6.2	Counterpart to duty to supply dealer's full requirements	43
1.2.6.3	May prevent retailer from taking a ride on the manufacturer's advertising by switching to other brands	43
1.2.6.4	May help supplier to plan its activities	43
1.2.6.5	Free rider justifications	44
1.2.7	Cumulation of Restrictions may Reduce Problems	45
1.3	Buyer Power	45
1.3.1	Combinations of Small Firms to Match the Buying Power of their Competitors	46
1.3.2	Economic Dependence	46
1.3.3	Slotting Allowances	48
1.3.4	Category Management	51
1.3.5	Conclusion on Buyer Power	52
1.4	The Law May be Based on Broad Economic Principles or on Separate Codes for each Category of Contract	52
<b>2.</b>	<b>The Law Before 2000—Article 81</b>	<b>57</b>
2.1	Introduction to Article 81	57
2.2	Exclusive Distribution and <i>Consten &amp; Grundig</i>	59
2.3	Exhaustion of Intellectual Property Rights	63
2.4	The Wide Application of Article 81(1) by the Commission in the Early Years	64



2.4.1	The <i>De Minimis</i> Rule	65
2.4.1.1	Ceilings of market share	66
2.4.1.2	Relevant market	67
2.4.1.3	Hard core restraints	69
2.4.1.4	Small and medium-sized firms	69
2.4.1.5	No limit of turnover	70
2.4.1.6	Commission notices are not binding	70
2.4.2	Decisions Preparatory to Group Exemption for Franchising	70
2.5	Invalidity of Contractual Provisions and Uncertainty	71
2.5.1	The Notification Procedure had Virtually Broken Down	73
2.5.2	Interference with Bargains	76
2.6	The Commission's Former Views	78
2.7	The Views of the ECJ and CFI	80
2.7.1	Object of Restricting Competition	81
2.7.2	Ancillary Restraints	83
2.7.3	The Relevance of Market Considerations	84
2.8	Case Law on Marketing under Article 81	85
2.8.1	Selective Distribution	85
2.8.1.1	Not all restrictions of conduct have the object or effect of restricting competition	86
2.8.1.2	The meaning of selective distribution	89
2.8.1.2.1	The nature of the products	89
2.8.1.2.2	Qualitative criteria	89
2.8.1.2.3	Market factors	92
2.8.1.2.4	Proportionate	94
2.8.1.3	Exemption where the criteria do not relate to premises and staff	94
2.8.1.4	Selective distribution under Regulation 2790/99	96
2.8.1.5	Conclusion on selective distribution	96
2.8.1.6	Collective selective distribution systems	97
2.8.2	Franchising and <i>Pronuptia</i>	98
2.8.3	Information Technology Favours Franchising and Selective Distribution	99
2.8.4	Agency	100
2.8.5	Resale Price Maintenance (RPM)	104
2.8.5.1	Hostile attitude of the Commission and ECJ towards individual rpm	105
2.8.5.2	Collective rpm	108
2.8.5.3	The imposition of resale prices by state measures	109
2.8.5.4	Trade between Member States	110
2.9	Tying	111
2.10	The Adoption of Successive Regulations Exempting Distribution Agreements and the Green Paper	114

2.11	Retrospective Exemption—Regulation 1216/99	118
2.12	The White Paper on Modernisation	119
2.13	Few Vertical Agreements Infringe Article 81(1)	121
<b>3.</b>	<b>The Group Exemption</b>	<b>123</b>
3.1	Introduction	123
3.2	Status of Recitals and Guidelines	124
3.3	Joint Dominant Position	128
3.4	Regulation 2790/99	129
3.4.1	Agreements or Concerted Practices Between Two or More “Undertakings”	130
3.4.2	“Each Operating for the Purpose of the Agreement, at a Different Level of the Production or Distribution Chain”	131
3.4.3	“Relating to Conditions Under Which the Parties may Purchase, Sell or Resell Certain Goods or Services	131
3.4.4	“Vertical Agreements”	133
3.4.5	Goods and Services for Sale or Incorporation	136
3.4.6	Two or More Undertakings	136
3.4.7	Retailer Associations	137
3.4.8	Other Group Exemptions	139
3.4.9	Intellectual Property Rights	141
3.4.9.1	Permissive view	142
3.4.9.2	Narrower view	143
3.4.9.2.1	Contract to purchase or distribute goods or services	143
3.4.9.2.2	IPRs for use of buyer	144
3.4.9.2.3	Primary object	145
3.4.9.2.4	Directly related to use or sale	146
3.4.9.2.5	Hard core restraints and conditions	147
3.4.10	Other Guidelines Relating to IPRs	147
3.4.10.1	Copyright	147
3.4.10.2	Franchising	149
3.4.11	Conclusion on Article 2	153
3.4.12	No White List	153
3.4.13	30% Ceiling of Market Share	154
3.4.13.1	Problems of defining markets	156
3.4.13.2	Whose market share?	159
3.4.13.3	Which level of trade?	159
3.4.13.4	Original and replacement equipment	161
3.4.13.5	Franchisors’ market shares	162
3.4.13.6	Calculation of market share	163
3.4.13.7	Conclusion on the market share cap	163

<b>4. Hard Core Restraints</b>	<b>167</b>
4.1 Introduction	167
4.1.1 Not Severable	168
4.1.2 Hard Core Restraints may not Affect Trade Between Member States	169
4.1.3 Broad Definition of Restraints	169
4.1.4 Agreement or Concerted Practice	170
4.2 Resale Price Maintenance (RPM)	173
4.2.1 Minimum and Fixed RPM	173
4.2.2 Maximum RPM	174
4.2.3 Indirectly Affecting Resale Prices	174
4.2.4 National Legislation Imposing RPM	176
4.2.5 Policy and RPM	176
4.2.6 Conclusion on RPM	176
4.3 Territorial and Customer Protection	177
4.3.1 First Exception—Exclusive Territory or Customer Group	179
4.3.1.1 Protection between distributors and technology licensees	184
4.3.1.2 Permitted protection narrowly construed	184
4.3.2 Second Exception—Protection of Dealers from Wholesalers	185
4.3.3 Third Exception—Selective Distribution	185
4.3.4 Fourth Exception—Protection of Component Suppliers	187
4.4 Selective Distribution	187
4.5 Components	189
4.6 Conclusion on Article 4	190
4.6.1 All Hard Core Restraints Affect only Intra-Brand Competition	190
4.6.2 Tying and Quantitative Criteria for Selective Distribution Allowed	191
4.6.3 RPM	191
4.6.4 Territorial and Customer Restrictions	192
<b>5. Single Branding</b>	<b>193</b>
5.1 Introduction—Objections to Single Branding	193
5.1.1 “Non-Compete Obligations” for More than Five Years not Exempt	194
5.1.1.1 “Direct or indirect obligation”	195
5.1.1.1.1 Guidelines on indirect foreclosure	195
5.1.1.1.2 Commission’s earlier decisions on foreclosure under Article 81	197
5.1.1.1.3 Judgments under Article 81	198
5.1.1.1.4 The ice cream cases	200
5.1.1.1.5 Judgments under Article 82	203

5.1.1.1.6	Agreements to take a fixed quantity likely to amount to most of requirements	205
5.1.1.1.7	Other ways of foreclosing	206
5.1.1.2	Not to handle competing goods etc.	206
5.1.1.3	Basis of calculation	208
5.1.2	Provisions Severable	208
5.2	Obligation in Vertical Agreements that are Not Exempt	208
5.2.1	Article 5(a) Non-Compete Obligations for Over 5 years	208
5.2.1.1	Duration	209
5.2.1.2	Non-compete clauses excepted while buyer occupies seller's premises	210
5.2.2	Article 5(b) Obligation not to Compete After the Term of Agreement	211
5.2.3	Article 5(c) Boycott Through Parallel Selective Distribution Systems	212
5.2.4	Conclusion on Article 5	213
<b>6.</b>	<b>Miscellaneous Provisions</b>	<b>215</b>
6.1	Withdrawal of Exemption	215
6.1.1	Withdrawal by the Commission	217
6.1.2	Withdrawal by National Authorities	219
6.1.3	Withdrawal by Regulation	221
6.2	Calculating Market Share and Turnover	224
6.3	"Connected Undertakings"	225
6.4	Transitional Provisions	226
6.5	Entry into Force	226
<b>7.</b>	<b>Distribution Agreements Outside the Block Exemption</b>	<b>227</b>
7.1	Introduction	227
7.2	Distribution Arrangements Which Fall Outside Regulation 2790/99	228
7.2.1	Agreements Between Actual or Potential Competitors	229
7.2.1.1	Competing undertakings	229
7.2.1.2	Retailers' associations	229
7.2.1.3	Horizontal agreements	229
7.2.2	Agreements Containing "Hardcore" Restrictions of Competition	230
7.2.3	Non-Compete Obligations of Long Duration	233
7.2.3.1	Supplier boycotts	235
7.2.3.2	Premises owned or leased by the supplier	236
7.2.4	Agreements Falling Outside the Definition of Vertical Agreements	236
7.2.4.1	IPR agreements	237

7.2.4.2	Franchising with territorial restraints where the brand is “ <i>répandu</i> ”	237
7.2.4.3	Industrial franchising and technology transfer	239
7.2.5	Agreements Where the Relevant Market Share Exceeds the 30 per cent Ceiling.	239
7.2.5.1	Marginal relief under Article 10	240
7.2.5.2	Take no action	240
7.2.5.3	Shedding market share through divestitures	241
7.2.5.4	Agreements where there is uneven market share across several Member States	242
7.2.6	Agreements Affected by Withdrawal of the Exemption	243
7.2.6.1	Pre-withdrawal contacts with officials	244
7.2.6.2	Notice periods for withdrawals	245
7.2.6.3	Withdrawal procedure	245
7.2.6.4	Withdrawal by national authorities	246
7.2.6.5	Withdrawal on “cumulative effects” grounds	247
7.2.6.5.1	Defences where cumulative effects are claimed— <i>Delimitis, Nestlé &amp; Roberts</i>	248
7.3	General Options for Parties to Agreements Outside the BER	251
7.3.1	Avoiding the Prohibition in Article 81(1)	252
7.3.1.1	Integrated Distribution	253
7.3.1.2	Agency agreements	254
7.3.1.3	Concentrative joint ventures and horizontal co-operation agreements	255
7.3.2	A “Wait and See” Approach	256
7.3.3	Bringing the Agreement into Conformity with Regulation 2790/99	257
7.3.4	Enforcement Actions under the Brussels and Lugano Conventions	257
7.4	Self Assessment and the Guidelines on Vertical Restraints	258
7.4.1	The Commission’s new Approach	258
7.4.2	Assesment of Restraints under the Guidelines	258
7.4.3	Methodology of Analysis	259
7.4.4	Justifications for Vertical Restraints	260
7.4.4.1	Absolute territorial protection	261
7.4.4.2	Export bans and measures restricting parallel trade	262
7.4.4.3	Non-absolute territorial protection	265
7.4.4.3.1	Exclusive distribution agreements	265
7.4.4.3.2	Selective distribution agreements	267
7.4.4.4	Tying	268
7.4.5	Burden of Proof	268
7.5	Notification	271
7.5.1	Provision for Retroactive Notification	271
7.5.2	Notification Procedure	271

7.5.3	Effect of Modernisation on Notification	272
7.5.4	Commission Attitude to Notification	273
7.5.5	Immunity from Fines	274
7.6	Distribution of Motor Vehicles	274
7.6.1	Regulation 1475/95—Overview	274
7.6.1.1	Regulation 1475/95—scope	275
7.6.1.2	Regulation 1475/95—exclusivity and selectivity	276
7.6.1.3	Regulation 1475/95—obligations imposed on the parties by the Commission	276
7.6.1.4	Regulation 1475/95—forbidden obligations	278
7.6.1.5	Regulation 1475/95—withdrawal of the exemption	278
7.6.2	Review of Regulation 1475/95	279
7.6.2.1	Commissioner Monti in the drivers' seat	279
7.6.2.2	Reports evaluating Regulation 1475/95	279
7.6.2.2.1	New draft Regulation	281
7.6.3	Cases Concerning Motor Vehicle Distribution	282
7.6.3.1	CFI reduces record fine on Volkswagen, but upholds finding of infringement	283
7.6.3.2	Commission fines VW again in May 2001	285
7.6.3.3	Commission fines Opel Netherlands €43 million	285
7.6.3.4	Commission intervenes to end Triumph motorcycle export ban	286
7.6.3.5	VW <i>Passat</i> —€30.96 million fine	287
7.6.3.6	DaimlerChrysler fined €71.8 million	287
7.7	Beer Supply Agreements	288
<b>8.</b>	<b>Conclusion on the Regulation and Guidelines</b>	<b>293</b>
8.1	Wide coverage	294
8.2	Ceiling of Market Share	294
8.2.1	Geographic Markets	295
8.3	No Limiting White List	295
8.4	List of Hard Core Restraints Inappropriate	295
8.5	Withdrawal of Benefit by Regulation	296
8.6	A Rule of Reason?	297
8.7	Conclusion	297
Appendices – I	Regulation 2790/99	299
	II Regulation 19/65 (as amended by Regulation 1215/99)	311
	III Regulation 1215/99	316
	IV Regulation 1216/99	322

V Guidelines on Vertical Restraints	325
VI Notice on Agreements of Minor Importance	407

<i>Index</i>	413
--------------	-----

# Table of Cases

## EUROPEAN

<i>ACF Chemiefarma NV v. Commission</i> , Case 41/69, 15 July 1970, [1970] ECR 661, CMR 8083.....	4.1.4
<i>Adalat — Commission v. Bayer AG</i> (96/478/EEC), 10 January 1996, OJ 1996 L201/1, [1996] 5 CMLR 416, [1996] CEC 2421 .....	2.1
<i>Adorno v. EC Commission</i> , Case 107/80, 3 June 1981, [1981] ECR 1469, [1983] 2 CMLR 310 .....	3.2
<i>AEG — Allgemeine Elektrizitäts-Gesellschaft AEG-Telefunken AG v. Commission</i> , Case 107/82, 25 October 1983, [1983] ECR 3151, [1984] 3 CMLR 325, CMR 14018 .....	2.1, 2.8.1.2, 2.8.1.2.2, 2.8.5.1, 4.1.4
<i>Ahmed Saeed Flugreisen and Silver Line Reisebüro GmbH v. Zentrale zur Bekämpfung Unlauteren Wettbewerbs eV</i> , Case 66/86, 11 April 1989, [1989] ECR 803, [1990] 4 CMLR 102, [1989] 2 CEC 654.....	1.2.1.2.6
<i>AKZO Chemie BV v. Commission</i> , Case 62/86, 3 July 1991, [1991] ECR I-3359, [1993] 5 CMLR 215, [1993] 2 CEC 115 .....	1.2.1.2.6, 3.4.13.7, 7.2.5.2
<i>Alsattel v. Novasam</i> , Case 247/86, 5 October 1988, [1988] ECR 5987, [1990] 4 CMLR 434, [1990] 1 CEC 248 .....	1.2.1.2.6
<i>ARD — Re Film Purchases by German TV Stations</i> (89/536/EEC), 15 September 1989, OJ 1989, L284/36, [1990] 4 CMLR 841, [1989] 2 CEC 2109.....	1.2.5.1, 2.5.2, 6.1, 7.2.6.1
<i>Association de Pharmacistes Belges</i> , OJ 1990, L18/35, [1990] 4 CMLR 619 .....	2.8.1.6
<i>Association des Centres Distributeurs Edouard Leclerc v. Au Blé Vert Sàrl</i> , Case 229/83, 10 January 1985, [1985] ECR I, [1985] 2 CMLR 286.....	2.8.5.3
<i>Bayer v. Commission</i> , Case T-41/96, 26 October 2000, [2000] ECR II-3387, [2001] 4 CMLR 126 appeal from Adalat, OJ 1996, L201/1, [1996] 5 CMLR 416. Appeal by Commission, Cases C-02 and C-01, OJ 2001, C79/14.....	2.1, 2.8.1, 4.1.4, 4.2.3, 4.3, 5.2.3, 7.2.2, 7.6.3.1
<i>Bayer Dental</i> , OJ 1990, L351/46, 28 November 1990, [1991] CEC 2003.....	2.8.1.3
<i>Béguelin Import Co. v. GL Import Export SA</i> , Case 22/71, 25 November 1971, [1971] ECR 949, [1972] CMLR 81, CMR 8149 .....	3.2, 7.4.4.3.1
<i>Belgian Travel Agents— A.S.B.L. Vereniging van Vlaamse Reisbureaus v. A.S.B.L. Sociale Dienst van de Plaatselijke en Gewestelijke Overheidsdiensten</i> , Case 311/85, 1 October 1987, [1987] ECR 3801, [1989] 4 CMLR 213, CMR 14499.....	2.8.4, 7.3.1.2



<i>Binon et Cie SA v. SA Agence et Messageries de la Presse</i> , Case 243/83, 3 July 1985, [1985] ECR 2015, [1985] 3 CMLR 800, CMR 14218 .....	2.8.1.2.1
<i>BMW</i> , OJ 1975, L29/1, 13 December 1974, [1975] 1 CMLR D44 .....	7.4.4.3.2, 7.6.3
<i>BMW v. ALD-Bayerische Motorenwerke AG and VAG v. ALD Autoleasing D GmbH</i> , Case C-70/93, 8 June 1995, [1995] ECR I-3439, [1996] 5 CMLR 478 .....	3.1, 4.1.4, 6.1.2, 7.6.3.1
<i>BMW Belgium SA v. Commission</i> , Cases 32/78, 36/78 to 82/78, 12 July 1979, [1979] ECR 2435, [1980] 1 CMLR 370, CMR 8548 .....	4.1.4, 7.6.3
<i>Bodson v. Pompes Funèbres des Régions Libérées SA</i> , Case 30/87, 4 May 1988, [1988] ECR 2479, [1989] 4 CMLR 984, [1990] 1 CEC 3.....	7.3.1.1
<i>Bond van de Fegarbel-Beroepsverenigingen</i> , Case T-58/00, OJ 2000, C149/20 and 37, [2000] 5 CMLR 270.....	3.4
<i>BP Kemi — Atka A/S v. BP Kemi A/S and A/S de Danske Spritfabrikker (79/934/EEC)</i> , 5 September 1979, OJ 1979, L286/32, [1979] 3 CMLR 684, CMR 10165 .....	3.4.4, 4.1, 5.1.1.1.6, 5.1.1.2
<i>Brasserie de Haecht SA v. Wilkin (No. 1)</i> , Case 23/67, 12 December 1967, [1967] ECR 407, [1968] CMLR 26, CMR 8053.....	2.7.3, 2.8.1.2.3, 5.1.1.1.3, 7.2.6.5, 7.4.4.3.1
<i>Brasserie de Haecht SA v. Wilkin (No. 2)</i> , Case 48/72, 6 February 1973, [1973] ECR 77, [1973] CMLR 287, CMR 8170.....	2.5, 7.7
<i>Bristol-Myers Squibb &amp; Ors v. Paranova A/S</i> , Cases C-427, 429 & 436/93, 11 July 1996, [1996] ECR I-3457, [1997] 1 CMLR 1151, [1996] 1 CEC 716.....	2.3
<i>Britannia Alloys and Chemicals Ltd and others</i> , IP/01/1799.....	2.4.1.4
<i>Brooke Bond Liebig Limited</i> , OJ 1978, L53/20, 21 December 1977, [1978] 2 CMLR 116 .....	2.8.5.1, 5.1.1.1.2, 5.1.1.2
<i>Bundeskartellamt v. Volkswagen</i> , Case C-266/93, 24 October 1995, [1995] ECR I-3477.....	7.3.1.2
<i>Cabour and Nord Distribution Automobile v. Arnor ‘Soco’ SARL</i> , Case C-230/96, 30 April 1998, [1998] ECR I-2055, [1998] 5 CMLR 679 .....	7.2.1.3, 7.6.1.2
<i>Cadillon v. Höss</i> , Case 1/71, 6 May 1971, [1971] ECR 351, [1971] CMLR 420, CMR 8135.....	3.2
<i>Camera Care v. Victor Hasselblad AB</i> , OJ 1982, L161/18, 2 December 1981, [1982] 2 CMLR 233 .....	2.8.1.2.2, 2.8.1.3, 2.8.5.1
<i>Campari — Re the Agreement of Davide Campari Milano SpA (78/253/EEC)</i> , 23 December 1977, OJ 1978, L70/69, [1978] 2 CMLR 397, CMR 10035, EEC Competition Law Reporter, volume 5, page 661 .....	2.9
<i>Centrafarm BV and de Peijper v. Sterling Drug Inc.</i> , Case 15/74, 31 October 1974, [1974] ECR 1147, [1974] 2 CMLR 480, CMR 8246 .....	1.1.1, 2.3, 7.3.1.1, 7.4.4.1

<i>Centrafarm BV and de Peijper v. Winthrop</i> , Case 16/74, 31 October 1974, [1974] ECR 1183, [1974] 2 CMLR 480, CMR. 8247.....	2.3
<i>Charles Jourdan</i> , OJ 1989, L35/31, 2 December 1988, [1989] 4 CMLR 591, [1989] 1 CEC 2119.....	7.2.4.2
<i>Cimenteries — Re Noordwijks Cement Accoord: Cimenteries CBR Cementbedrijven NV v. EEC Commission</i> , Cases 8-11/66, 15 March 1967, [1967] ECR 75, [1967] CMLR 77, CMR 8052.....	6.1.2
<i>CIRFS — Comité International de la Rayonne et des Fibres Synthétiques and Others v. Commission</i> , Case C- 313/90, 24 March 1993, [1993] ECR I-1125.....	3.2
<i>CNSD</i> , 30 June 1993, OJ 1993, L203/27, [1995] 5 CMLR 495, [1993] 2 CEC 2173, confirmed in <i>Commission v. Italy</i> , Case C-35/96, 18 June 1998, [1998] ECR I-3851, [1998] 5 CMLR 889 .....	7.2
<i>Coberco — H.G. Oude Luttikhuis and others v. Verenigde Cooperatiëve Melkindustrie Coberco</i> , Case C-399/93, 12 December 1995, [1995] ECR I-4515, [1996] 5 CMLR 178.....	1.3.1
<i>Coca-Cola Company and Coca-Cola Enterprises Inc. v. Commission</i> , 22 March 2000, T-125 & 127/97, [2000] ECR II-1733, [2000] 5 CMLR 467 .....	2.12, 3.4.7, 5.1.1.1.5
<i>Coca-Cola/Amalgamated Beverages GB</i> (Case IV/M.794), 22 January 1997, OJ 1997, L218/15, [1997] 4 CMLR 368, [1997] CEC 2226 .....	5.1.1.1.5
<i>Coditel (SA Compagnie Générale pour la Diffusion de la Télévision) v. Ciné-Vog Films</i> , Case 62/79, 18 March 1980, [1980] ECR 881, [1981] 2 CMLR 362, CMR 8662.....	2.3, 3.4.10.1
<i>Coditel II — Coditel SA v. Ciné-Vog Films SA (No. 2)</i> , Case 262/81, 6 October 1982, [1982] ECR 3381, [1983] 1 CMLR 49, CMR 8865 .....	2.7.1, 2.7.2, 3.4.10.1, 7.4.4
<i>Commercial Solvents — see Istituto Chemioterapico Italiano SpA and Commercial Solvents Corp. v. Commission</i>	
<i>Commission v. Italy</i> , Case C-35/96, (customs agents) — <i>see CNSD</i>	
<i>Compagnie Maritime Belge Transports SA v. Commission</i> , Joined Cases C-395/96P and C-396/96P, [2000] ECR I-1375, [2000] 4 CMLR 1076 .....	1.3.2, 3.3, 3.4.13.7
<i>Computerland (Re Franchise Agreements)</i> , OJ 1987, L222/12, 13 July 1987, [1989] 4 CMLR 259, CMR 10906.....	7.2.4.2
<i>Conseil National des Professions de l'Automobile (CNPA) and Others v. Commission</i> , Case T-45/00.....	3.4
<i>Consten &amp; Grundig — Re the Agreement of Grundig Verkaufs-GmbH (64/566/EEC)</i> , 23 September 1964, OJ 2545/64, [1964] CMLR 489, EEC Competition Law Reporter, volume 1, page 23. On appeal - <i>Etablissements Consten SA and Grundig-Verkaufs-GmbH v. Commission</i> , Cases 56 & 58/64, 13 July 1966, [1966] ECR 299, [1966] CMLR 418, CMR 8046 .....	1.2.3.1, 1.2.4.1.3, 2.2, 2.8.2, 7.4.4.1, 7.4.4.2, 7.4.4.3.1, 7.4.5, 8

<i>Continental Can</i> — see <i>Europemballage Corporation and Continental Can Co. Inc. v. Commission</i>	
<i>Courage Ltd. v. Bernhard Crehan</i> , Case C-453/99, 20 September 2001, [2001] ECR I-6297, [2001] 5 CMLR 28, [2001] CEC 297.....	2.5, 4.1.1, 7.2.3.2, 7.4.5
<i>Criminal proceedings against Gunnery Nilsson and others</i> , Case C-162/97, 19 November 1988, [1988] ECR I-7477 .....	3.2
<i>Cullet and Another v. Centre Leclerc, Toulouse (SA Sodinord)</i> , Case 231/83, 29 January 1985, [1985] ECR 305, [1985] 2 CMLR 524, CMR 14139 .....	2.8.5, 4.2.4
<i>Daimler/Chrysler</i> — <i>DaimlerChrysler/ABB Daimler Benz Transportation</i> , 15 March 1999, EC Merger Control Reporter B902, page 5313 .....	2.8.4
<i>De Geus</i> — <i>Kledingverkoopbedrijf De Geus en Uitdenbogerd v. Robert Bosch GmbH</i> , Case 13/61, 6 April 1962, [1962] ECR 45, [1962] CMLR 1, CMR 8003 .....	2.5
<i>De Laval/Stork VOF (Re) (No. 2) (88/110/EEC)</i> , 22 December 1987, OJ 1988, L59/32, [1988] 4 CMLR 715, CMR 10954 .....	4.1.1
<i>Delimitis (Stergios) v. Henninger Bräu</i> , Case C-234/89, 28 February 1991, [1991] ECR I-935, [1992] 5 CMLR 210, [1992] 2 CEC 530.....	1.2.5.1, 1.2.6.4, 1.3.3, 2.4.1.1, 2.4.1.3, 2.5, 2.5.1, 2.7.3, 3.2, 4.3.1.2, 5.1.1.1.1, 5.1.1.1.3, 5.1.1.1.4, 5.2.1, 5.2.3, 5.2.4, 6.1.1, 6.1.2, 7.2.3, 7.2.6.5, 7.2.6.5.1, 7.4.4.3.1, 7.7, 8.4
<i>De Norre v. NV Brouwerji Concordia</i> , Case 47/76, 1 February 1977, [1977] ECR 65, [1977] 1 CMLR 378.....	1.2.6.1, 3.2
<i>Deutsche Grammophon Gesellschaft mbH v. Metro-SB-Großmarkte GmbH &amp; Co. KG</i> , Case 78/70, 8 June 1971, [1971] ECR 487, [1971] CMLR 631, CMR 8106 .....	2.3
<i>Digital</i> , <i>Commission's Annual Report (1977)</i> , page 153.....	2.9
<i>Dijkstra</i> — <i>Hendrik Evert Dijkstra and others v. Friesland (Frico Domo) Coöperatie BA and others</i> , Cases C-319/93, C-40/94 & C-224/94, 12 December 1995, [1995] ECR I-4471, [1996] 5 CMLR 178.....	3.2, 7.2.1.3
<i>Distillers Co. Ltd (76/163/EEC)</i> , OJ 1978, L50/16, 20 December 1977, [1978] 1 CMLR 400 .....	1.2.4.1.3, 4.3
<i>Distillers Co. Ltd. v. Commission</i> , Case 30/78, 10 July 1980, [1980] ECR 2229, [1980] 3 CMLR 121, CMR 8613.....	1.2.4.1.3, 4.3, 7.4.4.2
<i>Dunlop Slazenger v. Commission</i> , Case T-43/92, 7 July 1994, [1994] ECR II-441, [1994] 2 CEC 340.....	4.1.4
<i>Échirrolles Distribution SA v. Association du Dauphiné</i> , Case C-9/99, 3 October 2000, [2000] ECR I-8207 .....	2.8.5.3, 2.8.5.4, 4.2.4, 7.2.2
<i>Effer v. Kantner</i> , Case 38/81, 4 March 1982, [1982] ECR 825, [1984] 2 CMLR 667, CMR 8820 .....	3.2
<i>Erauw-Jacquery (Louis) Sprl v. La Hesbignonne Société Coopérative</i> , Case 27/87, 19 April 1988, [1988] ECR 1919, [1988] 4 CMLR 576, [1989] 2 CEC 637.....	2.7.1, 2.7.2, 2.8.5.1, 4.1.2

<i>ETA Fabriques d'ébauches v. SA DK Investment and others</i> , Case 31/85, 10 December 1985, [1985] ECR 3933, CMR 14276.....	7.4.4.2
<i>European Night Services (ENS) and others v. Commission</i> , Cases T-374, 375, 384 & 388/94, 15 September 1998, [1998] ECR II-3141, [1998] 5 CMLR 718, [1998] CEC 955. Appeal from Commission decision, 21 September 1994, OJ 1994, L259/20, [1995] 5 CMLR 76 .....	1.2.4.1.1, 2.6, 2.7.2, 2.13, 3.2, 3.4.13.7, 7.3, 8
<i>Europemballage Corporation and Continental Can Co. Inc. v. Commission</i> , Case 6/72, 21 February 1973, [1973] ECR 215, [1973] CMLR 199, CMR 8171 .....	1.2.1.2.6, 8.2.1
<i>Evelyne Delauche v. Commission</i> , Case 111/86, 16 December 1987, [1987] ECR 5345, [1989] 2 CMLR 565.....	3.2
<i>FEDETAB — GB-Inno-BM SA v. Fédération Belgo-Luxembourgeoise des Industries du Tabac (78/670/EEC)</i> , 20 July 1978, OJ 1978, L224/29, [1978] 3 CMLR 524, CMR 10070. On appeal— <i>Heintz van Landewyck Sarl, Fédération Belgo-Luxembourgeoise des Industries du Tabac Asbl v. Commission</i> , Cases 209-215 & 218/78, 29 October 1980, [1980] ECR 3125, [1981] 3 CMLR 134, CMR 8687.....	2.8.1.6, 2.8.5.2
<i>Fiatagri UK Ltd. and New Holland Ford. Ltd. v. Commission</i> , Case T-34/92, 27 October 1994, [1994] ECR II-905.....	3.4.13.1
<i>Finnpap — Finnish Paper Mills</i> , Article 19(3) Notice, OJ 1989, C45/4, 24 February 1989, [1989] 4 CMLR 413, CMR 95072 .....	2.4.1.2
<i>Fonderies Roubaix — Wattrelos S.A. v. Société Nouvelle des Fonderies Roux J.O.T.</i> , Case 63/75, 3 February 1976, [1976] ECR 111, [1976] 1 CMLR 538, CMR 8341 .....	3.2
<i>Ford Service Outlet Agreement, Commission's Twenty-Seventh Report on Competition Policy</i> , page 147.....	7.6.1.1
<i>Ford-Werke AG and Ford of Europe Inc. v. Commission</i> , Joined Cases 25 and 26/84, 17 September 1985, [1985] ECR 2725, [1985] 3 CMLR 528 .....	2.1, 4.1.4, 7.6.3, 7.6.3.1
<i>France v. Commission</i> , Cases C-68/94 and 30/95 — <i>see Kali und Salz GEC—Siemens/Plessey</i> , 1 September 1990, OJ 1990, C239/2, [1992] 4 CMLR 471 .....	2.4.1.2
<i>Gencor Ltd. v. Commission</i> , Case T-102/96, 25 March 1999, [1999] ECR II-753, [1999] 4 CMLR 971, [1999] CEC 395 .....	3.4.13.7
<i>Givenchy Parfums</i> , OJ 1991, C262/2.....	2.8.1.2.2, 2.8.1.2.3
<i>Givenchy, Parfums</i> , 12 August 1992, OJ 1992, L236/11, [1993] 5 CMLR 579, [1992] 2 CEC 2193.....	2.8.1.3, 4.4, 5.2.3, 7.2.3
<i>Glaxo Wellcome plc v. Commission</i> , Case T-168/01, <i>see Commission Decision</i> , 8 May 2001, OJ 2001, L302/1, [2002] 4 CMLR 335 .....	2.7.1, 4.1.3, 4.1.4, 4.3, 7.2.2, 7.5.5
<i>Gosmé/Martel — Vincent Gosmé SA v. Distribution Martell Piper SA (91/335/EEC)</i> , 15 May 1991, OJ 1991, L185/23, [1992] 5 CMLR 586, [1991] 2 CEC 2110.....	7.4.4.2