

Retail Buyer Power

Enquiries and judgments uncovering retailers' unfair trading and anticompetitive practices in Europe (2014 - 2024)

N.B.: The following list of cases is not exhaustive and is provided for illustrative purposes only.

2024

October– Germany

The authority prohibits **EDEKA**, German grocery retailer, leader on the market, from *setting excessively long payment terms* for fresh milk and cream products **in violation of the European Unfair Trading Practices (UTP) directive** which stipulates that payment for the delivery of perishable products must be made within 30 days. Edeka paid the dairy company in 49 days. The authority requested Edeka to adapt its contractual clauses to the UTP Law requirements.

28 October 2024 [Press, case](#)

October – Sweden

The Swedish authority signalled that it has opened investigations in several UTPs of **grocery chain central purchasing organisation, for payment requirements for discounts, claim for compensation for deterioration and loss in violation of the European Unfair Trading Practices (UTP)**

[Dnr 711/2024](#); [Dnr 526/2024](#); [Dnr 870/2023](#)

September– Hungary

In the course of the investigation, which [ended in December 2020](#), the GVH revealed that **Spar** had engaged in **illegal purchasing practices and abused its significant market power**. The GVH found that Spar's bonus scheme **unjustifiably and unilaterally imposed fees on suppliers** to allow their products to be placed on the shelves of the retail chain. The Hungarian Competition Authority (GVH) is investigating the implementation of the commitments made in 2020, which seems not respected.

16 September 2024, GVH, [Press release](#)

August – Romania

Supermarket chain **Profi Rom Food (Ahold Delhaize)** was **raided** by Romanian regulators as part of an investigation into unfair trading practices, agreements between it and agricultural suppliers. The probe was triggered by information from a Romanian pastry seller. The competition **authority is looking into excessive payment delays and unilateral modification of contractual terms**.

23 August 2024, [Press release](#)

January – Croatia

AZTN fined retailer **PLODINE** EUR 30,000 for using its strong bargaining power and imposing unfair trading practices on one of its suppliers of agri and food products. PLODINE did business with its supplier on the basis of a purchase agreement that did not clearly and explicitly state the place of delivery of agri or food products and the deliveries were carried out in two different locations that were not agreed under the contract.

10 January 2024, AZTN, [Press release](#)

2023

December – Poland

The President of the Office for Competition and Consumer Protection, Tomasz Chróstny, has fined **Auchan Polska** more than PLN 87 million for actions to the detriment of agri-food suppliers. The company charged its contractors fees for transporting products from central warehouses to Auchan stores. The internal distribution of goods from the chain's central warehouses to individual stores is a fundamental element in the creation of a modern distribution channel and is in the interest of the retail chain; therefore, charging additional remuneration for this service constitutes an unfair use of a contractual advantage.

12 December 2023, UOKiK, [Press release](#)

December – Croatia

The Agency for the Protection of Market Competition has fined **Plodine** €30,000 after finding that it used significant bargaining power by imposing unfair commercial practices on its supplier of agricultural and food products. Plodine did business with this supplier on the basis of a contract that did not contain a clear and understandable provision on the place of delivery of the agricultural or food product delivered to the customer.

01 December 2023, AZTN, [Press release](#)

November – Sweden

Konkurrensverket found that **Magnihill** had violated the ban on late payments by paying growers of agricultural products more than 30 days after the date of delivery on several occasions and ordered the company to pay a penalty of two hundred and fifty thousand (250,000) SEK.

22 November 2023, Konkurrensverket, [Dnr 672/2022](#)

November – Austria

The Austrian Federal Competition Authority filed applications with the Cartel Court for the imposition of appropriate fines on **MPREIS** in relation to 16 cases in which the Fair Competitive Conditions Act (FWBG) was breached. MPREIS had submitted pro forma invoices to suppliers of agricultural and food products showing varying flat rate amounts and with no correlation to the products actually purchased. MPREIS had demanded these payments to support a transformation project. In accordance with the FWBG, if there is an economic imbalance between the two companies, a buyer may not demand payments from a supplier that are unrelated to the sale of that supplier's agricultural and food products.

10 November 2023, BWB, [Press release](#)

November – Spain

Carrefour, Lidl and six other supermarkets are the target of an antitrust complaint to the Spanish competition authority over suspicions of collusion in olive oil prices. According to the consumer organization Facua, supermarket chains have "identical" prices on their store-brand olive-oil products as a result of a price-fixing agreement. The price of olive oil in the country has increased significantly over the past few months, causing a public anger in the country.

08 November 2023, FACUA, [Press release](#)

October – Sweden

Konkurrensverket found that **Everfresh** had violated the ban on late payments by applying contractual terms and conditions that prescribe longer payment deadlines than allowed and ordered the company to pay a penalty of five million (5,000,0000) SEK.

26 October 2023, Konkurrensverket, [Dnr 774/2021](#)

September – Germany

The UTP authority, BLE, conducted two proceedings against **Kaufland** with regard to the so-called distribution fee that Kaufland. After an association made a complaint to the BLE about Kaufland's conduct on behalf of its members, the BLE initiated an investigation and made initial inquiries. On confidentiality grounds, it closed this investigation and then initiated proceedings ex officio to further pursue the suspicion of unfair trading practices in connection with the distribution fee. [BLE annual report](#), p.8

The Federal Cartel Office also examined the situation from the perspective of the prohibition on demanding unjustified benefits from suppliers ("Anzapfverbot") under competition law. As Kaufland did modify its distribution remuneration agreement in favor of suppliers, the case was stopped.

14 September 2023, BLE, [Case report](#)

September – Poland

Retailer **Carrefour**'s Polish arm has been accused of abusing its bargaining power to the detriment of agri-food suppliers. The Polish competition authority's probe found that the retailer had unfairly made its suppliers bear the cost of transporting goods from warehouses to retail premises. Carrefour could be fined up to 3 percent of its revenue for unfairly exploiting its contractual advantage.

11 September 2023, UOKiK, [Press release](#)

September - Sweden

The Swedish competition authority signalled that it has opened an investigation into **ICA**'s "central purchasing organisation" **EPIC Partners** based on allegations that ICA would "demand payments from a supplier for things that are not connected to the supplier's sales" and engage in "commercial reprisals in connection with international purchasing alliances".

September 2023, Konkurrensverket, [Dnr 593/2023](#)

August – Croatia

AZTN fined **Plodine** EUR 15,000 for using its strong bargaining power and imposing unfair trading practices on one of its fresh meat suppliers by making payments to its supplier of beef halves exceeding the statutory deadline of 30 days for fresh agri and food products.

31 August 2023, AZTN, [Press release](#)

June – France

The Cour d'Appel de Paris dismissed **Intermarché**'s appeal of DGCCRF's finding that it attempted to subject five of its suppliers (Colgate, Henkel, Mondelez, Johnson and Aoste) to obligations creating a significant imbalance in the parties' rights and obligations in view of the size of the rebates requested and the non-existent or derisory consideration artificially offered, and moreover belatedly, as well as the precariousness of the relationship generated by its conduct.

28 June 2023, Cour d'Appel de Paris, n°[21/16174](#)

May – Spain

Supermarkets **Lidl**, **Mercadona** and **Bonpreu** are the target of an antitrust complaint in Spain over allegedly fixing the retail price of milk further to a complaint brought by the farmers' association Unió de Pagesos according to which these three supermarkets had "identical" prices in their retailer-brand milk products for three years.

03 May 2023, CNMC, [Unió de Pagesos press release](#)

March – Czech Republic

MAKRO Cash & Carry (METRO) to modify the contractual terms in relation to payments, terms which are considered as abusive towards the retailers suppliers as per the authority

27 March 2023, UOHS, [Press release](#)

March – France

In two separate rulings, the Cour d'Appel de Paris nearly all of the claims brought by several retailers and retail alliances (**Intermarché, Casino, INCA, AMC, Franprix, Leader Price** and **Monoprix**) against DGCCRF's finding that they attempted to subject their providers to obligations creating a significant imbalance in the parties' rights and obligations in view of the total absence of any real reciprocity in obligations not justified by the nature of the contract or activity in question, new requests for investment accompanied by no expressed or real consideration (fictitious or imprecise and unquantifiable when mentioned) and the possibility for retailers to modify annually negotiated agreements unilaterally for no reason other than the search for a financial advantage without objective justification and without regard for the idea of commercial cooperation.

15 March 2023, Cour d'Appel de Paris, n° [21/13227](#) and [21/13481](#)

March – Switzerland

Following its [investigation](#) into competition law concerns regarding the processing of Coop payments through Markant (retail members would force suppliers to pay the retail alliance to access the stores of the retail alliances members by threatening suppliers to stop ordering and delivering their products to the stores) after agri-cooperatives [raised](#) the concern that the complex invoicing process increases the costs of supply and thereby reduces the prices paid to farmers, COMCO has closed its preliminary investigation after Coop undertook to terminate its contract with Markant by the end of 2023.

01 March 2023, COMCO, [Press release](#)

February – Poland

UOKiK has pressed charges of unfair use of contractual advantage over suppliers of agricultural products and foodstuff for **Auchan Polska** and **SCA PR Polska (Intermarché)**. The charges against Intermarché concern the establishment of the conditions of cooperation during its term and obtaining discounts despite failure to meet the conditions on which they were originally conditional. The charges against Auchan concern the unjustified collection of fees from counterparties.

09 February 2023, UOKiK, [Press release](#)

January – Croatia

AZTN fined **Trgocentar** HRK 100,000 (EUR 13,272.28) for using its strong bargaining power and imposing unfair practices on one of its suppliers of fresh eggs by repeatedly paying for perishable agricultural and food products more than 30 days late.

31 January 2023, AZTN, [Press release](#)

AZTN fined **Setovia voće** HRK 120,000 for using its strong bargaining power and imposing unfair practices on four suppliers of watermelons. Setovia voće concluded sales and purchase agreements that did not contain provisions on delivery deadlines with four of its suppliers. In addition, the SPAs with two suppliers did not specify the quality and the type of the agreed products. With respect to two suppliers, the buyer concerned made payments that exceeded the period of 30 days set by the UTPs Act for the fresh agricultural products while the SPA with one supplier did not specify the place of delivery.

25 January 2023, AZTN, [Press release](#)

AZTN fined **Fermopromet** HRK 60,000 for using its strong bargaining power and imposing unfair trading practices on its grains and oilseeds suppliers. The investigation found that Fermopromet made payments to its suppliers of grains and oilseeds outside the mandatory payment deadline under the UTPs Act, i.e., later than 60 days from the receipt of the invoice of the supplier of the agri or food product.

19 January 2023, AZTN, [Press release](#)

2022

December - Poland

UOKiK has imposed over PLN 210 million in penalties on **Allegro**, notably for unlawfully abusing its market position by favouring its own online store at the expense of its competitors operating on the allegro.pl platform.

29 December 2022, UOKiK, [Press release](#)

November – Croatia

AZTN fined **PIK Rijeka** HRK 100,000 for using its strong bargaining power and imposing several unfair practices on its raw milk suppliers. PIK Rijeka purchased raw milk from its suppliers based on a standard purchase agreement that did not clearly define the terms and deadlines of the delivery of agri or food products concerned. PIK Rijeka made business deals with its suppliers without any written agreement and some of the suppliers did not get receipts for made deliveries. PIK Rijeka calculated the premium according to the volumes specified in kilos of raw milk instead of litres, which lead to the reduction of payment to the prejudice of the suppliers and caused a non-transparent fall in the value of the delivered raw milk. PIK Rijeka made payments to some of its suppliers over the period exceeding 30 days from the date of the receipt of the invoice i.e., outside the mandatory payment deadline under the UTPs Act.

16 November, AZTN, [Press release](#)

November – France

The DGCCRF, having identified abusive practices on the part of certain distributors that are expressly prohibited by the "EGAlim 2" law, has issued administrative orders requiring **four supermarket chains** to comply with the law or face fines of several million euros. The DGCCRF has identified four types of practices in relation to logistics sanctions: 1/ A large number of penalties are imposed automatically by distributors, with no physical contact for suppliers to contest them beyond a generic email address; 2/ Penalties are imposed even though the supplier has not breached its contractual obligations or informed the distributor of its inability to fulfil certain orders within a reasonable period of time; 3/ No document from the distributor justifying the breach that led to the penalty. On the contrary, it was up to the supplier to prove that the penalty was unjustified; and 4/ Penalties are automatically deducted from suppliers' invoices, even if they dispute the validity of the penalty. It can take several months before a supplier is reimbursed for an unjustified penalty.

04 November 2022, DGCCRF, [Press release](#)

June – France

The Tribunal administratif de Paris rejected retail alliance **EURELEC's** claim for annulment of DGCCRF's administrative fine of €6.340.000 for 21 breaches of its obligation to sign agreements with its French suppliers no later than 1 March of the year in which they were to be applied, whereas the suppliers concerned had complied with their obligation to send their general terms and conditions of sale to the distributor by December 1 at the latest. The Tribunal noted the "deliberate nature of these violations" and "willingness to evade the application of French law".

23 June 2022, Tribunal administratif de Paris, case [N° 2108979/2-1](#)

September 2020, DGCCRF, [2020 Activity Report](#)

March – France

The Conseil Constitutionnel rejected **Eurelec/ITM**'s claim to have declared administrative sanction accumulation as unconstitutional.

25 March 2022, Conseil Constitutionnel, [Decision](#)

April – Greece

The Hellenic Competition Commission investigated and sent an SO to buying alliance group **ELOMAS**, which proposed commitments to alleviate concerns after the authority found evidence of communication between certain members of ELOMAS not to open a shop in a geographical area operated by another member, which may be interpreted as leading to the geographical allocation of markets.

15 April 2022, Hellenic Competition Commission, [Press release](#)

March – Croatia

The High Administrative Court of the Republic of Croatia dismissed the appeal of **Kaufland** and upheld the ruling of the Administrative Court in Zagreb of 7 October 2021 rejecting the claim for cancellation of the decision of the Croatian Competition Agency of 29 May 2020 and upholding the infringement decision in the unfair trading practices case.

09 March 2022, AZTN, [Press release](#)

February – Croatia

In its decision of 26 July 2019, AZTN found that the re-seller **Lidl** used its strong bargaining power and imposed unfair trading practices on three suppliers. Lidl was fined HRK 807,500. Acting fully in compliance with an order of the Zagreb Administrative Court, AZTN adopted a new decision on 25 November 2021, specifying that Lidl used its strong bargaining power and imposed unfair trading practices on three suppliers.

08 February 2022, AZTN, [Press release](#)

AZTN fined mandarin oranges buyer **Filip** HRK 60.000 for using its strong bargaining power and imposing unfair trading practices on its suppliers. AZTN found that Filip made payments to 24 suppliers over the period exceeding 30 days from the date of the receipt of the mandarin oranges. At the same time, the payment to one supplier has not been made at all. Filip made business deals with 29 suppliers based on standard purchase agreements that did not clearly define the price and/or provide the method for calculation or correction of the price. In business transactions with 2 suppliers, when calculating the price of mandarin oranges that had been identified in the pricelist, Filip subsequently reduced the value of the agricultural product of a standard quality in a non-transparent manner in 26 purchase orders in a defined purchase period. Finally, Filip provided transportation services from the field to the place of purchase that were not agreed under the SPAs with 2 suppliers. Filip failed to issue invoice for these services, which constitutes the infringement of tax rules and the UTPs Act.

07 February 2022, AZTN, [Press release](#)

February – France

DGCCRF fined **Intermarché** €19.20 million for failing to include in the annual agreements concluded with its suppliers details of the commercial cooperation services invoiced by its international centres AgeCore (Switzerland) and ITM Belgique (Belgium), even though these services are provided in France.

22 February 2022, DGCCRF, [Press release](#)

January – Poland

UOKiK imposed penalties of nearly PLN 124 million penalties on **Kaufland Polska Markety** for unfair use of the contractual advantage by way of two practices. The first practice consisted in increasing existing discounts or adding new discounts that suppliers were obliged to pay if contract negotiations were prolonged or initiated late. The second practice consisted in charging suppliers with additional discounts not foreseen in their contract.

05 January 2022, UOKiK, [Press release](#)

2021

December – Spain

The Spanish Supreme Court confirmed the fine of €6.8 million imposed by AICA in 2018 on **DIA** and **Eroski** further to the establishment of their now discontinued buying alliance, having found that, in the absence of express consent from a supplier, the disclosure of its sensitive information to third parties cannot go beyond what is strictly necessary for the purpose of obtaining technical assistance in the negotiation or execution of the food supply contract itself (and not for the establishment of the buying alliance).

20 December 2021, Tribunal Supremo, case [STS 4899/2021](#)

December – Poland

UOKiK ordered **SCA PR Polska (Intermarché)** to change practices that could constitute an unfair use of contractual advantage and to settle any late payments towards its suppliers of agri-food products, along with interest, as well as to change the way of settling disputed invoices and eliminate the provisions requiring the submission of a duly issued invoice as a condition to receive payment of the entire amount due.

23 December 2021, UOKiK, [Press release](#)

UOKiK also imposed a fine of more than PLN 76 mln on **Eurocash** for unfair use of contractual advantage. Suppliers delivering food and agricultural products to Eurocash-owned stores were forced to pay numerous additional and unreasonable fees, which were aimed at reducing the amount of remuneration due from Eurocash to its counterparties.

01 December 2021, UOKiK, [Press release](#)

November – Croatia

AZTN imposed a fine of HRK 1.3 million on **SPAR** for serious infringement of the Croatian Act on the prohibition of unfair trading practices in the business-to-business food supply chain. AZTN found that SPAR used its strong bargaining power and imposed unfair trading practices by selling a food product, in this concrete case flour, to the final consumer at a price that was lower than any purchase price in the food supply chain and thereby committed a serious infringement of the UTPs Act.

09 November 2021, AZTN, [Press release](#)

Zagreb Administrative Court upheld AZTN's decision to sanction **Kaufland** HRK 1.1 mil for imposition of unfair trading practices.

02 November 2021, AZTN, [Press release](#)

September – Croatia

AZTN fined **AGRO GOLD** HRK 75,000 for using its strong bargaining power and imposing on its watermelon suppliers a number of unfair trading practices within the meaning of the UTPs Act.

13 September 2021, AZTN, [Press release](#)

July – Croatia

AZTN fined **Koka** HRK 100,000 for using its strong bargaining power and imposing unfair trading practices on its suppliers. AZTN found that Koka made payments to its suppliers outside the deadline prescribed by the UTPs Act; concretely, the payment exceeded the statutory 60 days.

23 July 2021, AZTN, [Press release](#)

April – Belgium

After inspecting the buying alliance set up by **Carrefour** and **Provera (Louis Delhaize)** upon suspicions of anti-competitive and unfair practices, including anticompetitive sharing of information between competitors, the non-respect of suppliers' trade secrets during negotiations, as well as a reduction of choice by requesting that Provera aligns its assortment at 60% on Carrefour's, the Belgian competition authority closed its investigation after the supermarkets offered commitments, which include an agreement to transfer Carrefour's entire purchasing department to a separate legal entity, the stricter supervision of the exchange of information, and limits on the extent of the joint purchasing.

28 April 2021, Autorité belge de la Concurrence, [Decision](#)

March – Croatia

On 10 February 2021, the Administrative Court in Osijek completely rejected the statement of claim of the re-seller **Iločki podrumi** in the administrative dispute against AZTN requesting annulment of its infringement decision in the case concerned. Namely, on 6 December 2019, AZTN adopted a decision establishing that the winemaker Iločki podrumi used its superior bargaining position by imposing unfair trading practices on its grapes suppliers and imposed the fine for the infringement concerned in the amount of HRK 250,000.

24 March 2021, AZTN, [Press release](#)

March – France

The *Tribunal de Commerce de Paris* confirmed DGCCRF's fine on **Carrefour** for imposing on its suppliers payments not related to the sales of their products and out of the scope of the existing supply agreements.

12 March 2021, DGCCRF, [Press release](#)

March – Germany

The Federal Cartel Office is investigating retail giants **Edeka** and **Kaufland** on the suspicion that they may have abused their buying power vis-à-vis suppliers and violated the so-called "tapping ban" in the ongoing takeover of Real (**Metro**, Horizon retail alliance member) stores by Edeka, Kaufland and other chains. They would have requested suppliers to pay for discounts in violation of antitrust law.

05 March 2021, Bundeskartellamt, [LZ.de](#) / [NW.de](#)

February – France

French authority brought **Intermarché** to court, asking for a fine of 150 million € (1% of the retailer's turnover in France) after an investigation of retail abusive practices towards 93 suppliers through the operation of European retail alliance **AgeCore**. The retailer cancelled orders without notice and changed contract terms unilaterally to pressure suppliers to pay for the advertising and marketing of their products by the retailer.

19 February 2021, DGCCRF, [Press release](#)

February – Spain

The Supreme Court confirmed the decision of the Appeal court on **DIA's** repeated violation of the Food Law through its retail alliances with Eroski, requesting unjustified payment to 40 suppliers and unilaterally changing the supply agreements.

12 February 2021, Tribunal Supremo, case [ATS 1168/2021](#)

February – Croatia

AZTN fined **Jasenska** HRK 350,000 for using its strong bargaining power and imposing a number of unfair trading practices on its mandarin oranges suppliers. First, Jasenska's general terms of purchase did not contain provisions on the terms of payment and the time and place of delivery of mandarin oranges. Second, Jasenska's purchase agreements did not clearly define the price and/or provide the method for calculation or correction of the price, nor the terms and the time of delivery in the orange mandarin season of 2018, which made the terms and the time of delivery vague and ambiguous. Third, Jasenska concluded and implemented the storage and preservation agreements about the delivery of the unsorted and unripe orange mandarins for further market placement, despite the fact that this had not been regulated by the storage and preservation agreements or the production and delivery agreements, which de facto postponed the actual time of delivery of mandarin oranges and consequently transferred all the operational risk related to the agricultural products concerned to the suppliers. Finally, Jasenska refused to take over the delivery of mandarin oranges during 8 days of the mandarin season of 2018 without justified reasons established by virtue of the relevant agreements

06 February 2021, AZTN, [Press release](#)

February – Bulgaria

The Commission for the Protection of Competition fined retail chain **Kaufland Bulgaria** Lev343,417 (approximately €175,000) for abuse of a superior bargaining position, as requested by alcohol producer Keti-94, amounting to 7% of Kaufland's net revenues from the sale of the products subject to the violation for 2019. The CPC found that Keti-94 was heavily dependent on Kaufland, since most of its revenues were generated through Kaufland's store but did not cover production and sales costs and made a loss. In fact, Keti-94 was forced to sell its products to Kaufland below cost price.

04 February 2021, CPC, [Schönherr](#)

January – Croatia

On 16 December 2020, the Administrative Court in Zagreb completely rejected the statement of claim of the re-seller Fragaria in the administrative dispute against AZTN requesting annulment of its infringement decision in the case concerned. Namely, on 26 July 2019, AZTN adopted a decision establishing that Fragaria used its superior bargaining position by imposing unfair trading practices on its suppliers of watermelons and imposed the fine for the infringement concerned in the amount of HRK 350,000.

05 January 2021, AZTN, [Press release](#)

2020**December – Italy**

The AGCM opened fourteen investigations into as many **dairies** for alleged unfair practices to the detriment of the contributing farmers. Several alleged unfair practices are under investigation, including in particular: the total absence of written contracts, the failure to indicate certain essential elements such as the price or the quantity of the milk to be delivered, the duration of the contracts less than one year, payment delays, and the imposition of a unilateral and retroactive reduction in the price of the milk contractually supplied.

30 December 2020, AGCM, [Press release](#)

December – Portugal

The competition authority imposed a total fine of €304 million on six large retail food chains **Modelo Continente (Sonae), Pingo Doce (Jeronimo Martins), Auchan, Intermarché, Lidl and Cooplecnorte (E. Leclerc)** for the practice of concerting prices for various consumer products.

21 December 2020, Autoridade da Concorrência, [Press release](#)

December – Croatia

The Administrative Court in Zagreb completely rejected the statement of claim of **Narodni trgovački lanac** in the administrative dispute against AZTN. On 21 May 2019, AZTN adopted a decision establishing that the retailer used its superior bargaining position by imposing unfair trading practices on one of its suppliers and imposed the fine for the infringement concerned in the amount of HRK 450,000.

21 December 2020, AZTN, [Press release](#)

December – France

The competition authority concluded that the joint purchasing by retail alliance **Carrefour/Tesco** impacts competition negatively by presenting unfavourable terms to suppliers, especially SMEs. By reducing the suppliers' margin, the agreements could reduce their ability to invest and innovate, and even reduce their incentive to stay in the market which may affect the welfare of consumers in the retail market. The authority [requested](#) the alliance to exclude from the agreement agricultural products as well as a set of product categories.

17 December 2020, Autorité de la Concurrence, [Press release](#)

December – Norway

The Norwegian Competition Authority published a statement of objection against the three grocery chains, **Norgesgruppen, Coop** and **Rema 1000** for having cooperated in their pricing policy. The information gathered during the inspections provided the Authority with insights into communication between the grocery chains and their behaviour in relation to price changes. The authority is considering imposing fines totalling 21 billion NOK (nearly € 2 billion).

15 December 2020, Norwegian Competition Authority, [Press release](#)

December – Poland

Polish supermarket chain Biedronka, owned by **Jerónimo Martins**, was fined 723 million zlotys (€ 161.7M) for unfair trading practices on over 200 suppliers while approximately 80% of the instances pertained to fruit and vegetable supplies. The retailer did not respect the contractual terms but requested additional, unjustified, money from suppliers, which the retailer automatically deducted from the suppliers' invoices without their agreement. The investigation demonstrated that the money taken by the retailer was not passed on to consumers in the form of lower retail prices. " *This is an absolutely unacceptable use of market power*" stated the authority " *which deprived suppliers of hundred of million of revenues*".

14 December 2020, UOKiK, [Press release](#)

November – Croatia

AZTN fined **Jadranka** for imposing unfair trading practices on three suppliers, regarding particularly the content and the implementation of the concluded contracts concerned, by paying several invoices outside the deadline prescribed by the UTPs Act.

23 November 2020, AZTN, [Press release](#)

AZTN fined **Ribola** HRK 65,000 for using its strong bargaining power and imposing unfair trading practices on its supplier in the contract and the implementation of that contract with its supplier. AZTN found that Ribola repeatedly paid its supplier outside the deadline prescribed by the UTPs Act.

02 November 2020, AZTN, [Press release](#)

October – France

During its investigation of retail alliance **Horizon (Auchan, Casino, Metro, Schiever)**, the competition authority found that the joint purchasing agreement could be detrimental both to suppliers and consumers, acknowledging in particular that the retail alliance was exercising pressure on suppliers by cutting down their order prior to negotiations. The retail alliance proposed a settlement under which its joint purchasing agreements will no longer include a number of agricultural products, including milk, eggs, cider and certain types of meat. For 12 types of products, including potatoes, flour, sugar and vegetables, the retailers committed to limit their cooperation to 15 percent of the market volume.

22 October 2020, AdIC, [Decision](#)

July – Croatia

AZTN fined **Kaufland** HRK 1.1 million for a serious breach of the provisions of the Act on the prohibition of unfair trading practices in the business-to-business food supply chain by making use of its superior bargaining position and imposing unfair trading practices relating to the content and the implementation of the agreement that it concluded with its supplier, which did not contain a provision defining the term (i.e. the duration) of the agreement in a clear and unambiguous manner.

17 July 2020, AZTN, [Press release](#)

June – Lithuania

The Lithuanian competition authority fined **UAB Palink**, one of the major retail companies in Lithuania, for infringing the Law on the Prohibition of Unfair Practices of Retailers when it required from seven food and drink suppliers to spend all of their preliminary budget intended for sales promotion activities. Although the sales promotion budget established in the agreements was described as preliminary, Palink pushed its suppliers to use all of it by the end of the year.

18 June 2020, Konkurencijos taryba, [Press release](#)

April – Spain

The General Council of the Judiciary confirmed AICA's fine on **DIA** and **Eroski** for 86 serious violations of the Food Chain Law on over 40 suppliers carried out in the frame of a joint purchase agreement between both retail distribution groups, which created a retail alliance late 2015. AICA's decision established three groups of infractions committed against their suppliers: 1) disclosure of sensitive commercial information from their respective suppliers, 2) imposition of additional payments not foreseen in supply agreements by means of threats of stopping orders 3) unilateral changes to agreements terms. The Tax authority also [opened](#) a file in June 2020 to investigate the revenues generated by the Dia/Eroski alliance.

15 April 2020, Audiencia Nacional, case [559/2017](#)

April – Croatia

AZTN fined the milk processor and buyer **Vindija** HRK 284,000 for making use of its superior bargaining position relative to its suppliers by agreeing to deadlines for payment that exceeded 30 days.

09 April 2020, AZTN, [Press release](#)

2019**Romania**

The competition authority sanctioned the retailers Auchan, Carrefour and Cora with fines totaling about 87.713 million lei (EUR 18.8 million) for fixing shelf prices during retailers' promotions.

[Press release](#)

October – Lithuania

Konkurencijos taryba found that the company Maxima LT infringed the Law on the Prohibition of Unfair Practices of Retailers by setting requirement for food and drink suppliers to pay fees for sales promotion, and by envisaging fines or compensation for failure to comply with the set obligations.

22 October 2019, Konkurencijos taryba, [Press release](#)

September – Lithuania

Konkurencijos taryba found that Norfos mažmena and Rivona infringed the Law on the Prohibition of Unfair Practices of Retailers by obliging their food and drink suppliers to pay particular fees for sales promotion set for each of the product categories, as well as pay for the retailer any unspent sums.

12 September 2019, Konkurencijos taryba, [Press release](#)

September – France

The Tribunal de Commerce de Paris upheld the findings of DGCCRF's investigation by declaring **Amazon's** trading with third parties resellers on its marketplace unfair on seven accounts. It requested changes in behaviour and in a set of terms and conditions (general terms, Amazon Services terms, Amazon Fulfilment terms, policies relating to performance evaluation). It ruled against Amazon's unilateral decisions with regards to sellers' accounts. Some of the practices were considered as anticompetitive because resellers are Amazon Retail's competitors.

2 September 2019, Tribunal de Commerce de Paris, case [RG2017050625](#)

August – Czech Republic

Ahold Delhaize banner Albert has been condemned by Czech authorities to change contract terms for the upcoming negotiations, as they were considered unfair because unilateral and not balanced by obligations on retail side (e.g., terms related to penalties imposed by retailer unilaterally for so-called "suppliers not having met performance criteria", pay for no services...). The authority also pointed out issues with retail mechanism of changes in purchase prices and setting of discounts imposed on suppliers.

26 August 2019, UOHS, [Press release](#)

July – France

The French government fined **Leclerc** and some of its companies for unfair trading practices organised through its Belgian-based retail alliance **Eurelec** (a joint venture with the German retailer **Rewe**). The French inquiry established that the retail alliance had forced suppliers to pay for no/fake services, in violation of French law. To achieve their goal, they threatened suppliers with delistings.

22 July 2019, DGCCRF, [Press release](#)

July – Germany and Austria

Competition authorities found that **Amazon** engaged in unfair and anticompetitive conduct by removing access to the Amazon marketplace for third-party resellers competing with Amazon's own retailing activities. A settlement was reached in part: Amazon was requested to change practices and to adopt a set of contractual terms.

17 July 2019, BundesKartellamt, Case [B2-88-18](#)

17 July 2019, BWB, [Press release](#)

June – Croatia

AZTN fined **NLT** HRK 800,000 based on the content and the implementation of the contracts this re-seller had concluded with its suppliers – Zdenka mlječni proizvodi and Gavrilović, finding that the re-seller concerned imposed unfair trading practices on its suppliers. The contracts investigated by AZTN did not contain the place or places of delivery as a mandatory provision of the contracts as specified under the Act on the prohibition of unfair trading practices in the business-to-business food supply chain. Instead, NTL defined that the place/s of delivery of food products would be specified in the order.

14 June 2019, AZTN, [Press release](#)

April – Croatia

AZTN fined **Plodine** HRK 1.008 million after finding that the company used its strong bargaining power and imposed unfair trading practices on the supplier of fresh meat EKRO from the Netherlands, doing business with the supplier without any written contract whatsoever.

16 April 2019, AZTN, [Press release](#)

March – UK

The Groceries Code Adjudicator found that the **Co-operative Group (Co-op)** had not respected the Groceries Supply Code of Practice as *“a significant number of suppliers have been affected by de-listing without reasonable notice. This includes suppliers of various sizes and across different categories”*. The GCA found that the short notice given of significant reductions in orders or removal of a product resulted in suppliers *“incurring significant costs”* and for some *“resulted in wastage of packaging and products”*. Further, this created *“adverse effects on the efficiency of suppliers’ businesses, the resources used by suppliers trying to obtain information from Co-op and uncertainty about the stock suppliers would be required to provide to Co-op at any given time”*.

25 March 2019, Groceries Code Adjudicator, [Press release](#)

February – Czech Republic

The Office for the Protection of Competition fined the German retail group **Rewe** CZK 164 million (c.€6.4 million) because its **Billa and Penny** chains demanded payments from suppliers for no consideration, a practice contrary to Czech law.

22 February 2019, UOHS, [Press release](#)

2018**September – Italy**

The Italian Competition Authority launched an investigation into five retail chains - **Coop Italia, Conad, Esselunga, Eurospin, Auchan** and **Carrefour** - for their unfair trading practices with bakery companies. The retailers demanded that suppliers of fresh bread withdraw, and dispose of at their own expense, all unsold product at the end of the day – an undue transfer of retail commercial risk to weaker suppliers (craftsmen with few employees).

27 September 2018, AGCM, [Press release](#)

September – France

The Supreme Court confirmed that **Systeme U**, member of **Envergure** retail alliance with Carrefour, must pay back €77 million fine to its suppliers. These amounts represent the unilateral unjustified payments the retailer requested its suppliers to pay and a fine for such practices.

26 September 2018, Cour de Cassation, [LSA](#)

September – Czech Republic

The Office for the Protection of Competition decided that the German retailer **Kaufland** and its retail alliance **Markant** should repay, or compensate, their suppliers for payments requested by Markant. The Office noted that *“participation in the Markant system is not a condition for the supply of food to the Kaufland chain and suppliers may terminate their participation in the Markant system without prejudice to existing or future business relations between them and Kaufland”*. *“Food suppliers who paid monetary compensation in connection with their participation in the Markant system (...) will have this monetary compensation returned, or otherwise compensated by mutual agreement. In the future, Kaufland will refrain from conduct that would objectively lead (...) to believe that participation in the Markant system is a condition for being able to supply food to that chain.”*

6 September 2018, UOHS, [Press release](#)

May – France

The Cour d'Appel de Paris found that **Système U** engaged in unfair trading practices towards its suppliers Bonduelle and Ferrero. The court found that the price reduction on references without any consideration, the fact of imposing promotional codes on products without any negotiation, the ban on supplier access to its shops, requests for general compensation on a percentage of the supplier's turnover and the threats to delist products in order to obtain additional discounts characterised the absence of any real negotiation between the parties, and therefore Système U's abusive submission of its suppliers.

16 May 2018, CA Paris, case n° [17-11187](#)

January – Germany

The Federal Court of Justice upheld the German Competition Authority's decision against **EDEKA** for requesting over 500 suppliers to pay a “wedding rebate” when it acquired **Plus** in 2008. The Court agreed with the Bundeskartellamt that EDEKA's demands for an “alignment of conditions”, an “adjustment of payment terms” and a “partnership reimbursement” (to share the costs for refurbishing outlets) amounted to illegal unfair trading practices whereby a powerful retailer shifts an excessive amount of its entrepreneurial risk to manufacturers.

29 January 2018, BundesKartellamt, [Press release](#)

2017**December – France**

The French Ministry of Economy conducted an inquiry into e-commerce platforms, including **Rue du Commerce (Carrefour)**, **Cdiscount (Casino)** and **Amazon**. It found that Amazon employed practices prohibited by French law, including the imposition of contractual terms on its suppliers allowing for the unilateral modification of commercial terms and the suspension/cessation of commercial relationships, and referred this case to court. Further to an injunction, Casino and Carrefour removed their contractual terms that had required pricing alignment.

18 December 2017, DGCCRF, [Press release](#)

September – UK

The Groceries Code Adjudicator published a case study about **Asda's** “Project Renewal”. This practice, mainly designed by external consultants to deliver cost price savings and range reduction to the retailer, included requests to suppliers “*for significant financial contributions to keep their business with Asda. In some cases, this was as much as 25% of the annual turnover of the stock keeping unit (SKU). If they were not successful in negotiating terms on which to remain listed, some reported being given non-negotiable periods of notice of de-listing, with periods of between four and eight weeks being reported to the GCA. Changes to terms of supply, including cost price reductions and routes to de-listing were presented to suppliers during the course of their existing agreements with Asda, as variations to agreed terms. Suppliers reported being given very little time to agree to any proposed changes, sometimes as little as 24 hours; in one case, overnight.*” The GCA found Asda to be in violation of the Groceries Supply Code of Practice.

04 September 2017, Groceries Code Adjudicator, [Case study](#)

April – France

The French Ministry of Economy fined **Intermarché, Casino** and their retail alliance **INCA Achats** for unfair trading practices, following an investigation by the Competition Authority. These practices, contrary to French law, included unjustified additional financial demands after the conclusion of the framework contract with retaliatory measures for non-payment.

13 April 2017, DGCCRF, [Press release](#)

January – France

The Supreme Court upheld the 2015 decision of the lower Court of Appeal, which found that **Galec**, the retailer **Leclerc**'s buying alliance, had illegally forced 46 suppliers to pay an end-of-year additional fee. Leclerc was fined and requested to reimburse the suppliers (€61 million).

25 January 2017, Cour de cassation, Case [15-23.547](#)

2016**November – France**

The French Ministry of Economy brought a case against **Carrefour** for requesting significant additional non-contractual payments, or “supplementary distribution discounts”, from its suppliers for no consideration. Such practices are contrary to French law.

09 November 2016, DGCCRF, [Press release](#)

October – Spain

The Spanish Food Authority initiated proceedings PSC/2016/900 concerning the 2015 joint purchasing agreement between **Dia** and **Eroski**. The Authority found unfair trading practices, 88 by Dia and 90 by Eroski, including unilateral contractual modifications, demands for additional payments over the contract price and demands for/ revelation of sensitive commercial information.

10 October 2016, AICA, [El País Economía](#)

June – UK

The Groceries Code Adjudicator published a case study about **Wm Morrison Supermarkets'** 2014-15 requests that suppliers pay lump sums (“*figures of around £2m for each half year were mentioned by a number of suppliers*”), without negotiation, outside of their supply agreements and with indications of retaliatory measures for non-payment. The retailer accepted that 19 of these requests were in breach of the Groceries Supply Code of Practice.

20 June 2016, Groceries Code Adjudicator, [Case study](#)

January – UK

The Groceries Code Adjudicator confirmed that **Tesco** had seriously breached the Groceries Supply Code of Practice in making unilateral deductions from suppliers, accounting errors and delaying payments to suppliers – sometimes intentionally. The false accounting practices were considered as fraud leading to fines under a Deferred Prosecution Agreement in 2017.

26 January 2016, Groceries Code Adjudicator, [Decision](#), [Press release](#)

10 April 2017, Serious Fraud Office, [Decision](#)

2015**December – Italy**

After investigating **Coop Italia** and **Centrale Adriatica** for abuses of commercial power in the agri-food sector, the AGCM fined the companies for requesting suppliers to give “*a number of discounts and overly burdensome financial contributions*” that did not appear to be “*proportionate to the current relationship between the parties*”.

22 December 2015, AGCM, [Press release](#) and [Decision](#)

March – Hungary

The Hungarian Competition Authority imposed a fine of over HUF 1 billion (€3.6 million) on **Auchan** for unilaterally demanding after-sale price discounts from its suppliers in order for the suppliers' products to be stocked or continue to be stocked.

23 March 2015, GVH, Case Vj/60/2012, [Press release](#)

2014

September – Italy

AGCM has made binding a set of commitments offered by **Centrale Italiana**, an alliance of rival food retail chains, and **Coop, Despar, Il Gigante, Disco Verde** and **Sigma** in an antitrust probe that looked into the effects of coordination of purchase policies. The entities have agreed to end any form of commercial cooperation.

17 September 2014, AGCM, [Decision](#)

January – Lithuania

The Competition Council found that the provisions of **Norfos mažmena's** and **Rivona's** wholesale purchase and sale contracts with suppliers of food and beverages established the obligation for suppliers to compensate for losses incurred by the retailers through the unilateral reduction of the prices of certain goods and included provisions on the return of unsold goods.

24 January 2014, Konkurencijos taryba, [Press release](#)
