



EUROPEAN COMMISSION  
Competition DG

## ***CASE AT.39780 – Envelopes***

(Only the English text is authentic)

### **CARTEL PROCEDURE**

**Council Regulation (EC) 1/2003  
Commission Regulation (EC) 773/2004**

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Article 7 Regulation (EC) 1/2003

Date: 10/12/2014

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Brussels, 10.12.2014  
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**COMMISSION DECISION**

**of 10.12.2014**

**relating to proceedings under Article 101 of the Treaty on the Functioning of the  
European Union and Article 53 of the EEA Agreement**

**(AT.39780 - Envelopes)**

(Only the English text is authentic)

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# COMMISSION DECISION

of 10 December 2014

**relating to proceedings under Article 101 of the Treaty on the Functioning of the European Union and Article 53 of the EEA Agreement**

**(AT.39780 - Envelopes)**

(Only the English text is authentic)

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to the Agreement on the European Economic Area,

Having regard to Council Regulation (EC) No 1/2003 of 16 December 2002 on the implementation of the rules on competition laid down in Articles 81 and 82 of the Treaty<sup>1</sup>, and in particular Article 7 and Article 23(2) thereof,

Having regard to Commission Regulation (EC) No 773/2004 of 7 April 2004 relating to the conduct of proceedings by the Commission pursuant to Articles 81 and 82 of the EC Treaty<sup>2</sup> and in particular Article 10a thereof,

Having regard to the Commission decision of 10 December 2013 to initiate proceedings in this case,

Having given the undertakings concerned the opportunity to make known their views on the objections raised by the Commission pursuant to Article 27(1) of Regulation (EC) No 1/2003 and Article 11(1) of Regulation (EC) No 773/2004,

After consulting the Advisory Committee on Restrictive Practices and Dominant Positions,

Having regard to the final report of the hearing officer in this case<sup>3</sup>,

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<sup>1</sup> OJ L 1, 4.1.2003, p.1. With effect from 1 December 2009, Articles 81 and 82 of the EC Treaty have become Articles 101 and 102, respectively, of the Treaty on the Functioning of the European Union ("TFEU"). The two sets of provisions are, in substance, identical. For the purposes of this Decision, references to Articles 101 and 102 TFEU should be understood as references to Articles 81 and 82, respectively, of the EC Treaty where appropriate. The TFEU also introduced certain changes in terminology, such as the replacement of "Community" by "Union" and "common market" by "internal market". The terminology of the TFEU will be used throughout this Decision.

<sup>2</sup> OJ L 123, 27.4.2004, p. 18, as amended by Commission Regulation (EC) No 622/2008 of 30 June 2008 as regards the conduct of settlement procedures in cartel cases (OJ L 171, 1.7.2008, p. 3).

Whereas:

## **1. INTRODUCTION**

- (1) This Decision relates to a single and continuous infringement of Article 101 of the Treaty and Article 53 of the EEA Agreement consisting of customer allocation, price coordination and exchanges of commercially sensitive information relating to stock/catalogue and special printed (transactional and/or bespoke) envelopes of all colours, shapes and sizes. The infringement lasted from 8 October 2003 (or, for one participant, from 5 November 2003) until 22 April 2008.
- (2) The Decision is addressed to the following legal entities:
- Bong AB, Bong Sverige AB, Bong Belgium S.A., Bong U.K. Ltd. and Bong GmbH (hereafter collectively referred to as "Bong");
  - GPV France SAS and Heritage Envelopes Ltd. (hereafter collectively referred to as "GPV");
  - HOLDHAM S.A. (hereafter referred to as "Hamelin");
  - Edlef Bartl Holding GmbH, mayer-network GmbH and Mayer-Kuvert-network GmbH (hereafter collectively referred to as "Mayer-Kuvert");
  - PRINTEOS, S.A., TOMPLA SOBRE EXPRES, S.L., TOMPLA SCANDINAVIA AB, TOMPLA FRANCE SARL and TOMPLA DRUCKERZEUGNISSE VERTRIEBS GMBH (hereafter collectively referred to as "Tompla").

## **2. THE INDUSTRY SUBJECT TO THE PROCEEDINGS**

### **2.1. The products**

- (3) The products concerned by the infringement are defined as stock/catalogue envelopes and special printed (transactional and/or bespoke) envelopes of all shapes, colours and sizes.
- (4) Standard/catalogue envelopes are envelopes of different sizes without print (branded/private label or no label), which are usually acquired in bulk on the basis of manufacturers' catalogues. They are stocked in large quantities and can be bought off-the-shelf.
- (5) Special printed (transactional and/or bespoke) envelopes are printed envelopes specifically designed and produced according to customers' specifications. They are used in the direct mail business and also for other purposes, such as sending utilities invoices or bank statements.

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<sup>3</sup>

Final report of the Hearing Officer of 8 December 2014.

## **2.2. Undertakings subject to the present proceedings**

### **2.2.1. *Bong***

(6) The relevant legal entities are:

- (1) Bong AB with its registered office at Box 516, S-29125 Kristianstad, Sweden;
- (2) Bong Sverige AB with its registered office at Box 516, S-29125 Kristianstad, Sweden;
- (3) Bong Belgium S.A. with its registered office at Zenneveld Business Park, Bergensesteenweg 793 bus 6, B-1600 St.-Pieters-Leeuw, Belgium.
- (4) Bong U.K. Ltd. with its registered office at Michigan Drive, Tongwell, GB-Milton Keynes MK15 8HQ, England;
- (5) Bong GmbH with its registered office at Piepersberg 30, D-42653 Solingen, Germany.

(7) Bong's 2013 worldwide turnover is EUR [...].

### **2.2.2. *GPV***

(8) The relevant legal entities are:

- (1) GPV France SAS with its registered office at Z.I. La Lombardiere, 07430 Davezieux, France;
- (2) Heritage Envelopes Ltd. with its registered office at Heritage House, Davyfield Road, Blackburn, Lancashire BB1 2LU, United Kingdom.

(9) GPV's relevant 2013 worldwide turnover is EUR [...].

### **2.2.3. *Hamelin***

(10) The relevant legal entity is:

- (1) HOLDHAM S.A. with its registered office at 9 rue Guyon de Guercheville, 14200 Hérouville Saint Clair, France.

(11) Hamelin's 2013 worldwide turnover is EUR [...].

### **2.2.4. *Mayer-Kuvert***

(12) The relevant legal entities are:

- (1) Edlef Bartl Holding GmbH with its registered office at Wannenäckerstr. 65, 74078 Heilbronn, Germany;
- (2) mayer-network GmbH with its registered office at Wannenäckerstr. 65, 74078 Heilbronn, Germany;

- (3) Mayer-Kuvert-network GmbH with its registered office at Wannenäckerstr. 65, 74078 Heilbronn, Germany.
- (13) Mayer-Kuvert's 2013 worldwide turnover is EUR [...].
- 2.2.5. *Tompla*
- (14) The relevant entities are:
  - (1) PRINTEOS, S.A. with its registered office at C/ Honduras 29, 28806, Alcalá de Henares, Spain;
  - (2) TOMPLA SOBRE EXPRES, S.L. with its registered office at C/ Honduras 29, 28806, Alcalá de Henares, Spain;
  - (3) TOMPLA SCANDINAVIA AB with its registered office at Kattgränd 10, BV 11825 Stockholm, Sweden;
  - (4) TOMPLA FRANCE SARL with its registered office at 24, Rue Condorcet, F-91700 Fleury Mérogis, France;
  - (5) TOMPLA DRUCKERZEUGNISSE VERTRIEBS GMBH with its registered office at Römer Strasse, 75, D-71229 Leonberg, Germany.
- (15) Tompla's 2013 worldwide turnover is [...].

### 3. PROCEDURE

- (16) Having received information from an informant regarding specific possibly anticompetitive conduct in the envelopes sector, the Commission carried out inspections under Article 20(4) of Regulation (EC) No 1/2003<sup>4</sup> in particular at the premises of Bong, [non-addressee]<sup>5</sup>, Hamelin and Tompla in Spain, France, Sweden and Denmark on 14 September 2010. Further inspections took place at the premises of Mayer-Kuvert and [non-addressee] in Germany between 1 October 2010 and 31 January 2011.
- (17) Following the inspections, several undertakings applied for a reduction of the fine to be imposed on them pursuant to the Commission Notice on immunity from fines and reduction of fines in cartel cases ("the Leniency Notice"), including Tompla (22 October 2010), Hamelin (24 July 2013) and Mayer-Kuvert, also on behalf of GPV France SAS and Heritage Envelopes Ltd.<sup>6</sup> (7 November 2013).<sup>7</sup>

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<sup>4</sup> Council Regulation (EC) No 1/2003 of 16 December 2002 on the implementation of the rules on competition laid down in Articles 81 and 82 of the Treaty, OJ L 1, 4.1.2003, p. 1.

<sup>5</sup> [...]

<sup>6</sup> On 27 September 2011, Mayer-Kuvert-network GmbH acquired the entire share capital of Heritage Envelopes Ltd. and most of [non-addressee] and [non-addressee] envelopes production assets which were transferred to GPV France SAS, a Mayer-Kuvert subsidiary.

<sup>7</sup> The Commission informed three other undertakings that applied for leniency that it would not address to them any Statement of Objections with respect to the investigated anticompetitive conduct.



- (18) The Commission also sent several requests for information under Article 18 of Regulation (EC) No 1/2003.
- (19) On 10 December 2013, the Commission initiated proceedings pursuant to Article 11(6) of Regulation (EC) No 1/2003 against the addressees of this Decision (referred to as the "parties" or, for each undertaking separately, as "party") with a view to engaging in settlement discussions with them. After each party had confirmed its willingness to engage in settlement discussions, the discussions started between 21 and 23 January 2014.
- (20) Settlement meetings between each party and the Commission took place between January and October 2014. During those meetings, the Commission informed the parties of the objections it envisaged raising against them and disclosed the main pieces of evidence in the Commission file relied on to establish these potential objections. The parties were also given a copy of the relevant pieces of evidence in the file as well as a list of all the documents in the file. Further, the parties were given access to the leniency applicants' oral statements at the Commission premises. The Commission also provided the parties with an estimation of the range of fines likely to be imposed by the Commission.
- (21) Each party expressed its view on the objections which the Commission envisaged raising against it. The parties' comments were carefully considered by the Commission and, where appropriate, taken into account. At the end of the settlement discussions, all parties considered that there was a sufficient common understanding as regards the potential objections and the estimation of the range of likely fines to continue the settlement process.
- (22) Between [...] and [...], the parties submitted to the Commission their formal request to settle pursuant to Article 10a (2) of Regulation (EC) No 773/2004<sup>8</sup> (the "settlement submissions"). The settlement submission of each party contained:
- an acknowledgement in clear and unequivocal terms of the participant's liability for the infringement summarily described as regards its object, the main facts, their legal qualification, including the party's role and the duration of its participation in the infringement in accordance with the results of the settlement discussions;
  - an indication of the maximum amount of the fine the party expected to be imposed by the Commission and which it would accept in the framework of a settlement procedure;
  - the party's confirmation that it had been sufficiently informed of the objections the Commission envisages raising against it and that it had been given sufficient opportunity to make its views known to the Commission;
  - the party's confirmation that it did not envisage requesting access to the file or requesting to be heard again in an oral hearing, unless the Commission did not

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<sup>8</sup> Commission Regulation (EC) No 773/2004 of 7 April 2004 relating to the conduct of proceedings by the Commission pursuant to Articles 81 and 82 of the EC Treaty, OJ L 123, 27.4.2004, p. 18.

reflect its settlement submission in the statement of objections and the decision;

- the party's agreement to receive the statement of objections and the final decision pursuant to Articles 7 and 23 of Regulation (EC) No 1/2003 in English.

(23) Each of the parties made the above-mentioned submission conditional upon the imposition of a fine by the Commission which will not exceed the amount as specified in its settlement submission.

(24) On 18 November 2014, the Commission adopted a Statement of Objections addressed to Bong, GPV, Hamelin, Mayer-Kuvert and Tompla. All the parties replied to the Statement of Objections by confirming that it reflected the contents of their settlement submissions and that they remained committed to following the settlement procedure.

#### **4. DESCRIPTION OF THE CONDUCT**

##### **4.1. Nature and scope of the conduct**

(25) Bong, GPV group<sup>9</sup>, Hamelin, Mayer-Kuvert and Tompla participated in a cartel the overall aim of which was to allocate customers and coordinate prices in several Member States and Contracting Parties to the EEA Agreement. Through a series of collusive contacts, the participating undertakings:

- (1) Allocated customers and agreed on sales volumes.<sup>10</sup>
- (2) Agreed on customer specific and non-customer specific price increases and shared customer reactions following such increases. Non-customer specific increases often aimed at passing-on the rising cost of paper.<sup>11</sup>
- (3) Coordinated their responses to tenders launched by major pan-European customers. In this context, they aimed at fixing actual tender prices and protecting their existing supplies.<sup>12</sup>
- (4) Put in place mechanisms aimed at maintaining the *status quo* by compensating the cartel participants for the loss of sales volumes and/or individual customers to another cartel participant.<sup>13</sup>
- (5) Exchanged commercially-sensitive information, in particular on commercial strategies, customers and sales volumes<sup>14</sup>.

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<sup>9</sup> [Footnote added for publication purposes]: In the present Decision, the term "GPV group" refers to [non-addressee], [non-addressee] and Heritage Envelopes Ltd.

<sup>10</sup> See for example [...].

<sup>11</sup> See for example [...].

<sup>12</sup> See for example [...].

<sup>13</sup> See for example [...].

<sup>14</sup> See for example [...].

- (26) The cartel functioned on the basis of complementary multilateral and bilateral contacts.
- (27) Multilateral contacts, to which at least one participant referred to internally as "golf" and/or "minigolf" meetings, were often held on the fringes of legitimate industry gatherings and took the form of physical meetings of members of the cartel participants' top management. At such meetings, the participants, from October 2003 onwards, agreed on the broad parameters of their collusion (preservation of existing volumes and customers, non-aggression, price fixing, exchanges of commercially-sensitive information, etc.) and on its overall functioning (for example, appointing country and/or customer leaders vested with the task of organising contacts in relation to a given territory and/or customer; establishing interlocutors for each participant).
- (28) Whenever a planned course of conduct so required, the participants also used the multilateral meetings in order to agree on further details, in particular on non-customer related price increases aimed at passing on the increased cost of paper and on sharing customer feedback in respect to such increases as well as on overall sales volumes and on the coordination of specific cross-border tenders.<sup>15</sup>
- (29) Multilateral meetings were complemented by a series of bilateral contacts. These took the form of physical meetings, email exchanges and phone calls between participants, and were aimed at fine-tuning the details of the broad multilateral collusive strategy. Bilateral meetings were usually customer- and/or country-specific. Participants also used such meetings to claim compensation from the other participants and to agree on the way such compensation could be organised.<sup>16</sup>
- (30) The interlink between multilateral and bilateral meetings and the awareness by all participants of the existence of a web of both multilateral and bilateral contacts is demonstrated by the fact that (i) some participants occasionally asked other participants to be informed about the outcome of meetings they could not attend<sup>17</sup>; (ii) they referred to previous multilateral and/or bilateral contacts with the other participants as well as to the broad multilateral framework<sup>18</sup>; and that (iii) they discussed the occasionally tense relations that existed between certain participants while attempting to diffuse those tensions so that they would not destabilise the cartel.<sup>19</sup>
- (31) In the course of the cartel period, certain participants entered into formal cooperation alliances aimed at jointly serving large-volume customers. Some of the alliance partners however reassured other participants, not party to the alliance, that the alliance would not be a threat to the overall collusion. Such reassurance was given by informing other participants about the non-belligerent character of the alliance and by reaffirming that it would not target customers "belonging" to other participants.<sup>20</sup>

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<sup>15</sup> See for example [...].

<sup>16</sup> See for example [...].

<sup>17</sup> See for example [...].

<sup>18</sup> See for example [...].

<sup>19</sup> See for example [...].

<sup>20</sup> See for example [...].

- (32) The individual degree of direct participation and involvement in the cartel differed between the participants. With regard to the intensity of participation, the evidence indicates that Hamelin's attendance of collusive contacts was at times sporadic. This lower frequency of participation was however primarily caused by personal animosities with some other participants and did not amount to any distancing from the cartel arrangements.<sup>21</sup> With regard to the individual degree of involvement, the evidence indicates that Mayer-Kuvert played a considerably different role than the other participants. Mayer-Kuvert's lesser involvement is notably reflected in its significantly lower participation in the coordination related to tenders throughout the cartel period and the fact that it was perceived by the other participants as a party with whom it was difficult to reach an agreement.<sup>22</sup>

#### **4.2. Geographic scope of the conduct**

- (33) The cartel arrangements covered Denmark<sup>23</sup>, France<sup>24</sup>, Germany<sup>25</sup>, Norway<sup>26</sup>, Sweden<sup>27</sup> and the United Kingdom<sup>28</sup>. The evidence indicates that all the participants were aware, or at least should have been aware, of the geographical scope of the cartel arrangement.

#### **4.3. Duration of the conduct**

- (34) The cartel arrangements started on 8 October 2003 on the fringe of an official industry meeting in Athens.<sup>29</sup> On that date, Bong, GPV group, Mayer-Kuvert and Tompla agreed on the broad framework of collusion aimed at customer sharing and price fixing in a number of EEA countries. This multilateral agreement constituted the basis for the subsequent collusive contacts. For Hamelin, which was invited but did not attend the meeting on 8 October 2003, the cartel activities started on 5 November 2003, when it participated in the following multilateral meeting in Frankfurt.<sup>30</sup> Based on the available evidence, the Commission considers that the cartel arrangements continued until 22 April 2008, when all participants met in Hofheim, Germany.<sup>31</sup>

### **5. LEGAL ASSESSMENT**

- (35) The legal assessment set out in this Section takes into account the evidence, the parties' clear and unequivocal acknowledgement of the facts as described in Section 4 and the legal qualification thereof, as well as the parties' replies to the Statement of Objections.

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<sup>21</sup> See for example [...].

<sup>22</sup> See for example [...].

<sup>23</sup> See for example [...].

<sup>24</sup> See for example [...].

<sup>25</sup> See for example [...].

<sup>26</sup> See for example [...].

<sup>27</sup> See for example [...].

<sup>28</sup> See for example [...].

<sup>29</sup> See for example [...].

<sup>30</sup> See for example [...].

<sup>31</sup> See for example [...].

## 5.1. Application of Article 101(1) of the Treaty and Article 53(1) of the EEA Agreement

### 5.1.1. Agreements and concerted practices

- (36) Article 101 of the Treaty and Article 53 of the EEA Agreement prohibit *agreements* between undertakings, decisions by associations of undertakings and *concerted practices* which may affect trade between Member States and which have as their object or effect the prevention, restriction or distortion of competition within the internal market.
- (37) An *agreement* may be said to exist when the parties adhere to a common plan which limits or is likely to limit their individual commercial conduct by determining the lines of their mutual action or abstention from action in the market. Although Article 101(1) of the Treaty and Article 53(1) of the EEA Agreement draw a distinction between the concept of *concerted practice* and that of *agreements between undertakings*, the object is to bring within the prohibition of those Articles a form of coordination between undertakings by which, without having reached the stage where an agreement properly so-called has been concluded, they knowingly substitute practical cooperation between them for the risks of competition. Thus, conduct may fall under Article 101 of the Treaty and Article 53 of the EEA Agreement as a *concerted practice* even where the parties have not explicitly subscribed to a common plan defining their action in the market but knowingly adopt or adhere to collusive devices which facilitate the coordination of their commercial behaviour.<sup>32</sup>
- (38) The concepts of *agreement* and *concerted practice* may overlap. Indeed, it may not even be possible to make such a distinction, as an infringement may present simultaneously the characteristics of each form of prohibited conduct, while when considered in isolation some of its manifestations could accurately be described as one rather than the other and could in themselves and taken in isolation constitute an infringement of Article 101(1) of the Treaty and Article 53 of the EEA Agreement.
- (39) It follows from the facts described in Section 4 that the participating undertakings were involved in arrangements consisting of customer allocation, price coordination and exchanges of commercially sensitive information, which can be classified as agreements and/or concerted practice, whereby competitors knowingly substituted practical co-operation between them for the risks of competition. The participants may be considered to have used the information exchanged with competitors in determining their own conduct on the market, all the more so because the concertation occurred on a regular basis and over a long period of time. The conduct covered by this Decision therefore qualifies as an agreement and/or concerted practice in the sense of Article 101(1) Treaty and Article 53(1) of the EEA Agreement.

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<sup>32</sup> See Case T-7/89 *Hercules v Commission* [1991] ECR II-1711, at paragraph 256. See also Case 48/69, *Imperial Chemical Industries v Commission* [1972] ECR 619, at paragraph 64, and Joined Cases 40-48/73, etc. *Suiker Unie and Others v Commission* [1975] ECR 1663, at paragraphs 173-174.

### 5.1.2. *Single and continuous infringement*

- (40) A complex cartel may properly be viewed as a single and continuous infringement for the timeframe in which it existed. The concept of “single agreement” or “single infringement” presupposes a complex of practices adopted by various parties in pursuit of a single anticompetitive economic aim.<sup>33</sup> The cartel may well be varied from time to time, or its mechanisms adapted or strengthened to take account of new developments. It would be artificial to split up such continuous conduct, characterised by a single purpose, by treating it as consisting of several separate infringements, when what was involved was a single infringement which progressively would manifest itself in both agreements and concerted practices.
- (41) The mere fact that each participant in a cartel may play the role which is appropriate to its own specific circumstances does not exclude its responsibility for the infringement as a whole, including acts committed by other participants but which share the same anticompetitive object or effect. An undertaking which takes part in the common unlawful enterprise by actions which contribute to the realisation of the shared objective is equally responsible, for the whole period of its adherence to the common scheme, for the acts of the other participants pursuant to the same infringement, where it is established that the undertaking in question was aware of the unlawful behaviour of the other participants or could reasonably have foreseen it and was prepared to take the risk.<sup>34</sup>
- (42) The conduct described in Section 4 constitutes a single and continuous infringement of Article 101(1) of the Treaty and Article 53(1) of the EEA Agreement. The participants engaged in multilateral and bilateral contacts as a means to pursue a single anti-competitive object and a single economic aim, namely that of customer allocation and price coordination with respect to stock/catalogue and special printed (transactional and/or bespoke) envelopes of all colours, shapes and sizes. Besides attending the multilateral meetings, each participant also had collusive bilateral contacts with other participants and was aware, or at least should have been aware, of the fact that the other participants had similar bilateral contacts, which supported the overarching multilateral collusive agreement.
- (43) The existence of a single and continuous infringement is supported by the fact that the cartel followed the same pattern throughout the infringement period, that the individuals involved in the anticompetitive contacts were essentially the same and that these contacts concerned the same products. During the infringement period, there were some occasional tensions between the participants, as a result of which the anticompetitive contacts, or individual participation therein, were at times less frequent. Still, the anticompetitive contacts were clearly not isolated or sporadic events but part of an on-going collusion in pursuit of a single anti-competitive object. All participants were aware of the conduct planned or put into effect by the other

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<sup>33</sup> Joined Cases T-25/95 etc *Cimenteries CBR and Others* [2000] ECR II-491, paragraph 369.

<sup>34</sup> Case 49/92 P *Commission v Anic Partecipazioni* [1999] ECR I-4125, paragraph 83.

participants and should therefore be held liable for all aspects of the single and continuous infringement.<sup>35</sup>

#### 5.1.3. *Restriction of competition*

- (44) Article 101(1) of the Treaty and Article 53 of the EEA Agreement expressly prohibit as incompatible with the internal market such agreements and concerted practices which have as their object or effect the restriction of competition by directly or indirectly fixing prices or any other trading conditions. It is settled case-law that, for the purpose of the application of Article 101 of the Treaty and Article 53 of the EEA Agreement, there is no need to take into account the actual effects of an agreement when it has as its object the prevention, restriction or distortion of competition within the internal market.<sup>36</sup> The same applies to concerted practices.<sup>37</sup>
- (45) The participants' anti-competitive arrangements described in Section 4 above formed part of an overall scheme guiding the competitors' action in the market and pursuing an identical anti-competitive object and single anti-competitive aim. Within this overall scheme, the participants engaged in price coordination with a view to allocating customers and sales volumes, price fixing (including passing-on of the rising cost of paper), bid-rigging of cross-border tenders and exchanging commercially-sensitive information on customers, sales volumes and commercial strategies. The **object** of such behaviour by its very nature was to restrict competition within the meaning of Article 101(1) of the Treaty and Article 53(1) of the EEA Agreement.

#### 5.1.4. *Effect upon trade between Member States and between EEA Contracting Parties*

- (46) Article 101(1) of the Treaty is aimed at agreements and concerted practices which might harm the attainment of a single market between the Member States, whether by partitioning national markets or by affecting the structure of competition within the internal market. Similarly, Article 53 (1) of the EEA Agreement is directed at agreements that undermine the achievement of a homogenous EEA.
- (47) The application of Article 101 of the Treaty and Article 53 of the EEA Agreement to a cartel is not, however, limited to that part of the cartel members' sales that actually involve the transfer of goods from one Member State or Contracting Party to another. Nor is it necessary, in order for those provisions to apply, to show that the individual conduct of each participant, as opposed to the cartel as a whole, affected trade between Member States or between Contracting Parties to the EEA Agreement.
- (48) During the infringement period, the participants with production facilities in certain Member States sold significant quantities of stock/catalogue envelopes and special printed (transactional and/or bespoke) envelopes to wholesalers and end users in

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<sup>35</sup> Case T-99/04 *AC-Treuhand v Commission* [2008], ECR II-1501, paragraph 131; Case T-303/02 *Westfalen Gasssen Nederland v Commission* [2006] ECR I-4567, paragraph 103 and 124; and Case T-83/08 *Denki Kagaku Kogyo Kabushiki Kaisha and Denka Chemicals v Commission* [2012] not yet reported, paragraphs 52-65.

<sup>36</sup> See, for example, Case T-62/98 *Volkswagen v Commission* [2000] ECR II-2707, paragraph 178 and case-law cited therein.

<sup>37</sup> Case C-199/92 *P Hüls v Commission* [1999] ECR I-4287, paragraphs 158-166.

various other Member States and Contracting Parties to the EEA Agreement. During that period, several large customers sourced their envelopes on a multi-country basis. Therefore, the market for stock/catalogue and special printed (transactional and/or bespoke) envelopes was characterised by a substantial volume of trade within the EU/EEA. The cartel arrangements covered Denmark, France, Germany, Norway, Sweden and the United Kingdom. Therefore, the infringement was capable by its very nature of having an appreciable effect upon trade between EU Member States and between Contracting Parties to the EEA Agreement.

*5.1.5. Non-applicability of Article 101(3) of the Treaty and Article 53(3) of the EEA Agreement*

- (49) The provisions of Article 101 of the Treaty and Article 53 of the EEA Agreement may be declared inapplicable pursuant to Article 101(3) of the Treaty and Article 53(3) of the EEA Agreement.
- (50) On the basis of the facts before the Commission, there are **no indications** that the conditions of Article 101(3) of the Treaty and Article 53(3) of the EEA Agreement could be fulfilled with regard to the present cartel.

**6. DURATION OF THE PARTICIPATION IN THE INFRINGEMENT**

- (51) In view of the facts described in Section 4, the duration of each undertaking's participation in the infringement is as follows:
- Bong: from 8 October 2003 to 22 April 2008;
  - GPV group: from 8 October 2003 to 22 April 2008;
  - Hamelin: from 5 November 2003 to 22 April 2008;
  - Mayer-Kuvert: from 8 October 2003 to 22 April 2008;
  - Tompla: from 8 October 2003 to 22 April 2008.

**7. LIABILITY**

- (52) Article 101 of the Treaty applies to undertakings and associations of undertakings.<sup>38</sup> The term “*undertaking*” must be understood as designating an economic unit even if in law that economic unit consists of several natural or legal persons.<sup>39</sup> In order to determine whether separate legal entities form part of the same undertaking, regard must be had especially to the economic, organisational and legal links between those

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<sup>38</sup> Joined Cases C-204/00 P, C-205/00 P, C-211/00 P, C-213/00 P, C-217/00 P and C-219/00 P *Aalborg Portland and Others v Commission* [2004] ECR I-123, paragraph 59.

<sup>39</sup> Joined Cases C-201/09 P and C-216/09 P *ArcelorMittal Luxembourg v Commission and Others* [2011] ECR I-2239, paragraph 95.



entities.<sup>40</sup> In the specific case where a parent company has a 100% (or almost 100%) shareholding in a subsidiary that was directly involved in the infringement, there is a rebuttable presumption that the parent company in fact exercises decisive influence over the conduct of its subsidiary<sup>41</sup>.

- (53) Where several legal entities may be held liable for the participation in an infringement of one and the same undertaking, they must be regarded as jointly and severally liable for that infringement.<sup>42</sup>
- (54) Having regard to the body of evidence and the facts described in Section 4, the parties' clear and unequivocal acknowledgements of the facts and the legal qualification thereof, this Decision is addressed to the legal entities listed below in Sections 7.1 to 7.5.

## **7.1. Bong**

- (55) For the infringement committed by Bong, it is appropriate to hold the following legal entities jointly and severally liable:
  - (1) Bong AB;
  - (2) Bong Sverige AB;
  - (3) Bong Belgium S.A.;
  - (4) Bong U.K. Ltd.;
  - (5) Bong GmbH.
- (56) Bong AB should also be held jointly and severally liable as the parent company holding, directly or indirectly, 100% of the shares in Bong Sverige AB, Bong Belgium S.A., Bong U.K. Ltd. and Bong GmbH.

## **7.2. GPV**

- (57) For the infringement committed by GPV group, the following legal entities should be held jointly and severally liable:
  - (1) GPV France SAS as the economic successor of [non-addressee] and [non-addressee];<sup>43</sup>

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<sup>40</sup> See Case C-97/08 P *Akzo Nobel and Others v Commission* [2009] ECR I-8237, paragraph 58 and the case-law cited.

<sup>41</sup> See Case C-97/08 P *Akzo Nobel and Others v Commission* [2009] ECR I-08237, paragraph 60.

<sup>42</sup> See to that effect, Joined Cases 6/73 and 7/73 *ICI and Commercial Solvents v Commission* [1974] ECR I-223, paragraph 41.

<sup>43</sup> Case C-49/92 *Commission v Anic* [1999] ECR I-4125, paragraph 145; Case C-279/98 *Cascades v Commission* [2000] ECR I-9693, paragraphs 78-79; Case T-134/94 *NMH Stahlwerke v Commission* ECR II-239, paragraph 127; Joined Cases T-122/07 to T-124/07 *Siemens AG Österreich and Otherd v Commission* [2011] ECR II-793, paragraph 139. On 27 September 2011, pursuant to a transfer of assets sanctioned by the Commercial Tribunal in Aubenas, France, GPV France SAS acquired most of the envelopes production assets of [non-addressee] and [non-addressee], taking over in particular their 328

- (2) Heritage Envelopes Ltd.<sup>44</sup> for its direct involvement in the single and continuous infringement.

### **7.3. Hamelin**

- (58) For the infringement committed by Hamelin, HOLDHAM S.A. should be held liable for its direct involvement in the infringement.

### **7.4. Mayer-Kuvert**

- (59) For the infringement committed by Mayer-Kuvert, the following legal entities should be held jointly and severally liable for their direct involvement in the infringement:

- (1) mayer-network GmbH;
- (2) Mayer-Kuvert-network GmbH.

- (60) For that infringement, the following legal entities should also be held jointly and severally liable:

- (1) Mayer-Kuvert-network GmbH as the parent company holding 100% of the shares in mayer-network GmbH.
- (2) Edlef Bartl Holding GmbH as the parent company holding, directly or indirectly, 93.28%<sup>45</sup> of the shares in Mayer-Kuvert-network GmbH and mayer-network GmbH.

### **7.5. Tompla**

- (61) For the infringement committed by Tompla, the following legal entities should be held jointly and severally liable for their direct involvement in the infringement:

- (1) PRINTEOS, S.A.;
- (2) TOMPLA SOBRE EXPRES, S.L.;
- (3) TOMPLA SCANDINAVIA AB;
- (4) TOMPLA FRANCE SARL;
- (5) TOMPLA DRUCKERZEUGNISSE VERTRIEBS GMBH.

- (62) PRINTEOS, S.A. should also be held jointly and severally liable as the parent company holding at the time of the infringement, directly or indirectly, almost 100%

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employees, envelopes manufacturing equipment and know-how. GPV France SAS is currently wholly owned by Mayer-Kuvert network GmbH

<sup>44</sup> Heritages Envelopes was at the time of the infringement a direct subsidiary of [non-addressee]. On 27 September 2011, pursuant to a transfer of assets sanctioned by the Commercial Tribunal in Aubenas, France, Mayer-Kuvert-network GmbH acquired the entire share capital in Heritage Envelopes Ltd. Heritage Envelopes Ltd. is currently wholly-owned by Mayer-Kuvert-network GmbH.

<sup>45</sup> The remaining 6.72% is held by two private individuals [...].

of the shares in TOMPLA SOBRE EXPRES, S.L., TOMPLA SCANDINAVIA AB, TOMPLA FRANCE SARL and TOMPLA DRUCKERZEUGNISSE VERTRIEBS GMBH. [...].

## **8. REMEDIES**

### **8.1. Article 7 of Regulation (EC) No 1/2003**

- (63) Where the Commission finds that there is an infringement of Article 101 of the Treaty and Article 53 of the EEA Agreement it may by decision require the undertakings concerned to bring such infringement to an end in accordance with Article 7 of Regulation (EC) No 1/2003.
- (64) Given the secrecy in which the cartel arrangements were carried out, in this case it is not possible to declare with absolute certainty that the infringement has ceased. It is therefore necessary for the Commission to require the addressees of this Decision to bring the infringement to an end, if they have not already done so, and to refrain from any agreement or concerted practice which may have the same or a similar object or effect.

### **8.2. Article 23(2) of Regulation (EC) No 1/2003 – Fines**

- (65) Under Article 23(2) of Regulation (EC) No 1/2003<sup>46</sup>, the Commission may by decision impose fines on undertakings and associations of undertakings where, either intentionally or negligently, they infringe Article 101 of the Treaty or Article 53 of the EEA Agreement. For each undertaking participating in the infringement, the fine must not exceed 10% of its total turnover in the preceding business year.
- (66) Based on the facts described in Section 4 of this Decision, the Commission considers that the infringement was committed intentionally.
- (67) The Commission should therefore impose fines on the undertakings to which this Decision is addressed.
- (68) Pursuant to Article 23(3) of Regulation (EC) No 1/2003, the Commission must, in fixing the amount of the fine to be imposed, have regard to all relevant circumstances and particularly the gravity and duration of the infringement, which are the two criteria explicitly referred to in that Regulation. In doing so, the Commission sets the fines at a level sufficient to ensure deterrence. Moreover, the role played by each undertaking party to an infringement is assessed on an individual basis. The fine imposed must reflect any aggravating and attenuating circumstances pertaining to each undertaking.

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<sup>46</sup> Under Article 5 of Council Regulation (EC) No 2894/94 of 28 November 1994 concerning arrangements of implementing the Agreement on the European Economic Area (OJ L 305, 30.11.1994, p. 6) “the Community rules giving effect to the principles set out in Articles 85 and 86 of the EC Treaty [now Articles 101 and 102 TFEU] [...] shall apply *mutatis mutandis*”.

- (69) In setting the fines to be imposed, the Commission will refer to the principles laid down in its Guidelines on the method of setting fines.<sup>47</sup> Finally, the Commission will apply, as appropriate, the provisions of the Leniency Notice and the Commission Notice on the conduct of settlement procedures in view of the adoption of Decisions pursuant to Article 7 and Article 23 of Council Regulation (EC) No 1/2003 in cartel cases (hereinafter “the Settlement Notice”).<sup>48</sup>

### **8.3. Calculation of the fines**

- (70) In accordance with the Guidelines on fines, a basic amount is to be determined for each undertaking's fine, which results from the addition of a variable amount and an additional amount. The variable amount results from a percentage of up to 30% of the value of sales of goods or services to which the infringement relates in a given year (normally, the last full business year of the infringement) multiplied with the number of years of the undertaking's participation in the infringement. The additional amount (“entry fee”) is calculated as a percentage between 15% and 25% of the value of sales, irrespective of the duration of the infringement. The resulting basic amount can then be increased or reduced for each company if either aggravating or mitigating circumstances are found to be applicable. The Commission may depart from the methodology set out in the Guidelines on fines where this is justified by the particularities of a given case or the need to achieve deterrence in a particular case (point 37 of the Guidelines on fines).

#### *8.3.1. The value of sales*

- (71) The basic amount of the fine to be imposed on the undertakings concerned is to be set by reference to the value of sales,<sup>49</sup> that is to say, the value of the undertakings' sales of goods or services to which the infringement directly or indirectly related in the relevant geographic area in the EEA.
- (72) In this case the relevant value of sales is the parties' sales of stock/catalogue and special printed (transactional and/or bespoke) envelopes (as defined in Section 2 above) in the territories covered by the infringement.
- (73) The Commission normally takes the sales made by the undertakings during the last full business year of their participation in the infringement<sup>50</sup>. If the last year is not sufficiently representative, the Commission may take into account another year and/or other years for the determination of the value of sales. Based on the foregoing and on the information provided by the parties, the Commission will, for all participating undertakings, use their sales in the last full business year of their participation in the infringement, which is 2007.
- (74) Each party has in its settlement submission confirmed the relevant value of sales for the calculation of the fines.

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<sup>47</sup> Guidelines on the method of setting fines imposed pursuant to Article 23(2) (a) of Regulation No 1/2003, OJ C 210, 1.09.2006, p. 2.

<sup>48</sup> OJ C 167, 2.7.2008, p. 1–6.

<sup>49</sup> Point 12 of the Guidelines on fines.

<sup>50</sup> Point 13 of the Guidelines on fines.

- (75) Accordingly, the value of sales for each participating undertaking is as set out in Table 1:

**Table 1: Value of Sales**

Undertaking	Value of Sales (EUR)
Bong	140 000 000
GPV group	125 086 629
Hamelin	185 521 000
Mayer-Kuvert	70 023 181
Tompla	143 316 000

8.3.2. *Determination of the basic amount of the fines*

- (76) As set out above, the basic amount of the fine consists of a variable amount, depending on the degree of gravity of the infringement and multiplied by the number of years of the undertaking's participation in the infringement, and an additional amount.

8.3.2.1. Gravity

- (77) The gravity of the infringement determines the percentage of the value of sales taken into account in setting the fine. In assessing the gravity of the infringement, the Commission has regard to a number of factors, such as the nature of the infringement, the combined market share of all the undertakings concerned, the geographic scope of the infringement and/or whether or not the infringement has been implemented.<sup>51</sup>
- (78) In this case, the Commission takes into account that the infringement, which included price coordination, is, by its very nature, among the most harmful restrictions of competition. Therefore, the proportion of the value of sales taken into account for the infringement is set at the higher end of the scale of the value of sales.
- (79) Therefore, the proportion of the value of sales to be taken into account is 15%.

8.3.2.2. Duration

- (80) In calculating the fine to be imposed on each undertaking, the Commission also takes into consideration the duration of each undertaking's participation in the infringement as set out in Section 6.
- (81) The time periods taken into account for the purposes of calculating the fine and the increase of the fines corresponding to those periods ("multiplier") are set out in Table 2.

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<sup>51</sup> Points 21 and 22 of the Guidelines on fines.

**Table 2. Duration**

Undertaking	Period of participation	Multiplier
Bong	8 October 2003-22 April 2008	4.5
GPV group	8 October 2003-22 April 2008	4.5
Hamelin	5 November 2003- 22 April 2008	4.416
Mayer-Kuvert	8 October 2003-22 April 2008	4.5
Tompla	8 October 2003-22 April 2008	4.5

### 8.3.2.3. Additional amount

- (82) The infringement committed by the addressees concerns a price coordination cartel. Therefore, the Commission includes in the basic amount of each fine a sum of between 15% and 25% of the value of sales to deter the undertakings from entering into such illegal practices, which is determined on the basis of the criteria listed in recitals (77) to (79) with respect to the variable amount.<sup>52</sup>
- (83) In this case, taking into account the nature of the infringement, the proportion of the value of sales to be taken into account for the purposes of calculating this additional amount is 15%.

### 8.3.2.4. Calculation of the basic amount

- (84) The application of the criteria set out in recitals (71) to (83) leads to the basic amounts of the fine for each undertaking as set out in Table 3.

**Table 3. Basic amounts of the fine**

Undertaking	Basic amount in EUR
Bong	115 500 000
GPV group	103 196 000
Hamelin	150 717 000
Mayer-Kuvert	57 769 000
Tompla	118 235 000

### 8.3.3. *Adjustments to the basic amounts: aggravating or mitigating factors*

- (85) The Commission may increase the basic amount of the fine in case of the existence of aggravating circumstances. These circumstances are listed in a non-exhaustive

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<sup>52</sup> Point 25 of the Guidelines on fines.

way in point 28 of the Guidelines on fines. The Commission may also consider mitigating circumstances that result in a reduction of the basic amount. These circumstances are listed in a non-exhaustive way in point 29 of the Guidelines on fines.

- (86) The Commission does not apply any aggravating circumstances in this case.
- (87) The Commission considers that Mayer-Kuvert played a considerably different role than the other cartel participants. As set out in Section 4.1, Mayer-Kuvert's lesser involvement is notably reflected in its significantly lower participation in the coordination related to tenders throughout the infringement period and the fact that it was perceived by the other cartel participants as a party with whom it was difficult to reach an agreement.<sup>53</sup> Mayer-Kuvert is therefore granted a reduction of 10% for its limited involvement in the infringement.

#### 8.3.4. *Adaptation of the basic amounts*

- (88) The present case is exceptional in the sense that most parties' sales were generated mainly on a single market where they participated in a cartel for several years. This means in practice that all fines could reach the legal maximum of 10% of total turnover and the application of this limit would be rather the rule than the exception.
- (89) As already observed by the General Court, this could raise possible concerns in view of the principle that penalties must be specific to the offence and the offender, because it could lead in certain circumstances to a situation where any distinction on the basis of gravity or mitigating circumstances would have no impact on the fines anymore.<sup>54</sup>
- (90) In view of the specific circumstances of the present case, the Commission deems it appropriate to exercise its discretion and to apply point 37 of the Guidelines on fines which allows departure from the methodology of the Guidelines.
- (91) In this case, the basic amount is adapted in a way that takes into account the proportion that the value of sales of the cartelised product represent of the total turnover, as well as differences between the parties in view of their individual participation in the infringement. Overall, the fines will be set at a level that is proportionate to the infringement and achieves a sufficiently deterrent effect.
- (92) As a result, a reduction will be applied to the calculated fine of all parties. In the specific circumstances of the case, and in view of the fact that all parties were dealing to a different but important extent in stock/catalogue and special printed envelopes, it is proposed to apply a decrease of [...] of the fine to be imposed for the infringement of GPV group, of [...] for Tompla, of [...] for Bong and Mayer-Kuvert and of [...] for Hamelin.

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<sup>53</sup> See for example: [...].

<sup>54</sup> Case T-211/08 *Putters International v Commission* [2011] ECR II-3729, paragraph 75.

- (93) The resulting adjusted and adapted basic amounts are set out in Table 4.

**Table 4. Basic amounts after the adjustment and adaptation**

Undertaking	Amount in EUR
Bong	[...]
GPV group	[...]
Hamelin	[...]
Mayer-Kuvert	[...]
Tompla	[...]

- (94) The Commission pays particular attention to the need to ensure that fines have a sufficiently deterrent effect. To that end, it may increase the fines to be imposed on undertakings that have a particularly large turnover beyond the sales of goods or services to which the infringement relates.<sup>55</sup>
- (95) In this particular case, the Commission does not apply any increase for deterrence.

#### **8.4. Application of the 10% turnover limit**

- (96) Article 23(2) of Regulation (EC) No 1/2003 provides that the fine imposed on each undertaking participating in the infringement must not exceed 10% of its total turnover in the preceding business year.
- (97) In this case, none of the fines exceed 10% of an undertaking's total turnover for 2013.

#### **8.5. Application of the Leniency Notice**

- (98) On 22 October 2010, 24 July 2013 and 7 November 2013, Tompla, Hamelin and Mayer-Kuvert (also on behalf of GPV France SAS and Heritage Envelopes), respectively, applied under the Leniency Notice for a reduction of any fine that would be imposed on them.
- (99) Tompla was the first undertaking to meet the requirements of points 24 and 25 of the Leniency Notice. On 10 December 2013, the Commission notified Tompla the decision by which it announced its intention to grant it a reduction of the fine within the range of 30-50%. Tompla provided detailed information on the set-up and the functioning of the cartel, including details on the majority of the cartel meetings and contacts. This information not only corroborated and complemented the evidence available to the Commission but was also very useful in clarifying the overall scheme of the infringement. Tompla is therefore granted a 50% reduction of the fine that would otherwise have been imposed in this Decision.

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<sup>55</sup> Point 30 of the Guidelines on fines.



- (100) Hamelin was the second undertaking to meet the requirements of points 24 and 25 of the Leniency Notice. On 10 December 2013, the Commission notified Hamelin the decision by which it announced its intention to grant it a reduction of the fine within the range of 20-30%. Hamelin submitted detailed information on several cartel meetings and contacts which shed further light on the organisation of the cartel. Given the fact that its leniency application came late and at an advanced stage of the Commission's investigation, Hamelin is granted a 25% reduction of the fine that would otherwise have been imposed in this Decision.
- (101) Mayer-Kuvert (together with GPV France SAS and Heritage Envelopes Ltd.) was the third undertaking to meet the requirements of points 24 and 25 of the Leniency Notice. On 11 December 2013, the Commission notified Mayer-Kuvert the decision by which it announced its intention to grant it a reduction of up to 20%. Mayer-Kuvert submitted detailed information on its own involvement in the cartel and the involvement of GPV group from which it acquired Heritage Envelopes Ltd. and most of the envelopes production assets in 2011. Given the fact that its leniency application came late and at an advanced stage of the Commission's investigation, Mayer-Kuvert is granted a 10% reduction of the fines that would otherwise have been imposed for its infringement and the infringement committed by GPV group.

#### **8.6. Application of the Settlement Notice**

- (102) In accordance with point 32 of the Settlement Notice, the reward for settlement is a reduction of 10% of the amount of the fine to be imposed on an undertaking after the 10% turnover limit has been applied having regard to the Guidelines on Fines. Pursuant to point 33 of the Settlement Notice, when settled cases involve leniency applicants, that reduction is added to their leniency reward.
- (103) Consequently, the amount of the fines to be imposed on Bong, GPV, Hamelin, Mayer-Kuvert and Tompla is further reduced by 10%.

#### **8.7. Ability to pay**

- (104) According to point 35 of the Guidelines on fines, the Commission may, in exceptional cases, upon request, take account of an undertaking's inability to pay the fine in a specific social and economic context. Such reduction is granted solely on the basis of objective evidence that the imposition of the envisaged fine would irretrievably jeopardise the economic viability of the undertaking concerned and cause its assets to lose all their value. In exercising its discretion under point 35 of the Guidelines on fines, the Commission carries out an overall assessment of the undertaking's financial situation, with the primary focus on the undertaking's capacity to pay the fine in the specific social and economic context of the case.
- (105) Both [...] and [...] invoked their 'inability to pay' under point 35 of the Guidelines on fines.
- (106) [...]s and [...]s inability to pay claims should be accepted because they have shown that the imposition of the individual fines in the full amount would irretrievably jeopardise their individual economic viability and cause their assets to lose their value. In addition, both [...] and [...] demonstrated that the fine in the full amount would frustrate the ongoing financial restructuring of their groups, and hence would very likely lead to their insolvency.

- (107) On the basis of the financial data and information provided by [...] and [...] and in order to avoid the imposition of fines which are very likely to irretrievably jeopardise the economic viability of [...] and [...], the final amount of the fine imposed on [...] is reduced to EUR [...]; whereas the final amount of the fine imposed on [...] is reduced to EUR [...].

#### **8.8. Conclusion: Final amount of individual fines to be imposed in this Decision**

- (108) The fines to be imposed pursuant to Article 23(2) of Regulation (EC) No 1/2003 are set out in Table 5.

**Table 5. Fines**

<b>Undertaking</b>	<b>Fines (in EUR)</b>
Bong	3 118 000
GPV	1 651 000
Hamelin	4 996 000
Mayer-Kuvert	4 991 000
Tompla	4 729 000

HAS ADOPTED THIS DECISION:

*Article 1*

The following undertakings infringed Article 101 of the Treaty and Article 53 of the EEA Agreement by participating, during the periods indicated, in a single and continuous infringement covering Denmark, France, Germany, Norway, Sweden and the United Kingdom in the sector of standard/catalogue envelopes and special printed (transactional and/or bespoke) envelopes, which consisted of price coordination, customer allocation and exchanges of commercially sensitive information:

1. *Bong:*

- (a) Bong AB, from 8 October 2003 until 22 April 2008;
- (b) Bong Sverige AB, from 8 October 2003 until 22 April 2008;
- (c) Bong Belgium S.A., from 8 October 2003 until 22 April 2008;
- (d) Bong U.K. Ltd., from 8 October 2003 until 22 April 2008;
- (e) Bong GmbH, from 8 October 2003 until 22 April 2008.

2. *GPV:*

- (a) GPV France SAS, from 8 October 2003 until 22 April 2008;
- (b) Heritage Envelopes Ltd., from 8 October 2003 until 22 April 2008.

3. *Hamelin:*

- (a) HOLDHAM S.A., from 5 November 2003 until 22 April 2008.

4. *Mayer-Kuvert*

- (a) Edlef Bartl Holding GmbH, from 8 October 2003 until 22 April 2008;
- (b) mayer-network GmbH, from 8 October 2003 until 22 April 2008;
- (c) Mayer-Kuvert-network GmbH, from 8 October 2003 until 22 April 2008.

5. *Tompla:*

- (a) PRINTEOS, S.A., from 8 October 2003 until 22 April 2008;
- (b) TOMPLA SOBRE EXPRES, S.L., from 8 October 2003 until 22 April 2008;
- (c) TOMPLA SCANDINAVIA AB, from 8 October 2003 until 22 April 2008;
- (d) TOMPLA FRANCE SARL, from 8 October 2003 until 22 April 2008;

- (e) TOMPLA DRUCKERZEUGNISSE VERTRIEBS GMBH, from 8 October 2003 until 22 April 2008.

## *Article 2*

1. For the infringement referred to in Article 1, the following fines are imposed:

- (a) Bong AB, Bong Sverige AB, Bong Belgium S.A., Bong U.K. Ltd., and Bong GmbH, jointly and severally liable: EUR 3 118 000;
- (b) HOLDHAM S.A.: EUR 4 996 000;
- (c) Edlef Bartl Holding GmbH, mayer-network GmbH, and Mayer-Kuvert-network GmbH, jointly and severally liable: EUR 4 991 000;
- (d) GPV France SAS and Heritage Envelopes Ltd., jointly and severally liable: EUR 1 651 000;
- (e) PRINTEOS, S.A, TOMPLA SOBRE EXPRES, S.L., TOMPLA SCANDINAVIA AB, TOMPLA FRANCE SARL, and TOMPLA DRUCKERZEUGNISSE VERTRIEBS GMBH, jointly and severally liable: EUR 4 729 000.

2. The fines shall be paid in euros within a period of three months from the date of notification of this Decision to the following bank account held in the name of the European Commission:

BANQUE ET CAISSE D'EPARGNE DE L'ETAT  
1–2, Place de Metz  
L-1930 Luxembourg

IBAN: LU02 0019 3155 9887 1000  
BIC: BCEELULL  
Ref.: European Commission – BUFI /AT.39780

3. After the expiry of that period, interest will automatically be payable at the interest rate applied by the European Central Bank to its main refinancing operations on the first day of the month in which this Decision is adopted, plus 3.5 percentage points.

Where an undertaking referred to in Article 1 lodges an appeal, that undertaking shall cover the fine by the due date by either providing an acceptable financial guarantee or making a provisional payment of the fine in accordance with Article 90 of Commission Delegated Regulation (EU) No 1268/2012.<sup>56</sup>

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<sup>56</sup> Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union (OJ L 362, 31.12.2012, p. 1).

### *Article 3*

The undertakings listed in Article 1 shall immediately bring to an end the infringement referred to in that Article insofar as they have not already done so.

They shall refrain from repeating any act or conduct described in Article 1, and from any act or conduct having the same or similar object or effect.

### *Article 4*

This Decision is addressed to:

Bong AB, Box 516, S-29125 Kristianstad, Sweden;

Bong Sverige AB, Box 516, S-29125 Kristianstad, Sweden;

Bong Belgium S.A., Zenneveld Business Park, Bergensesteenweg 793 bus 6, B-1600 St.-Pieters-Leeuw, Belgium;

Bong U.K. Ltd., Michigan Drive, Tongwell, GB-Milton Keynes MK15 8HQ, England;

Bong GmbH, Piepersberg 30, D-42653 Solingen, Germany;

GPV France SAS, Z.I. La Lombardiere, 07430 Davezieux, France;

Heritage Envelopes Ltd., Heritage House, Davyfield Road, Blackburn, Lancashire BB1 2LU, United Kingdom;

HOLDHAM S.A., 9 rue Guyon de Guercheville, 14200 Hérouville Saint Clair, France;

Edlef Bartl Holding GmbH, Wannenäckerstr. 65, 74078 Heilbronn, Germany;

mayer-network GmbH, Wannenäckerstr. 65, 74078 Heilbronn, Germany;

Mayer-Kuvert-network GmbH, Wannenäckerstr. 65, 74078 Heilbronn, Germany;

PRINTEOS, S.A., C/ Honduras 29, 28806, Alcalá de Henares, Spain;

TOMPLA SOBRE EXPRES, S.L., C/ Honduras 29, 28806, Alcalá de Henares, Spain;

TOMPLA SCANDINAVIA AB, Kattgränd 10, BV 11825 Stockholm, Sweden;

TOMPLA FRANCE SARL, 24, Rue Condorcet, F-91700 Fleury Mérogis, France;

TOMPLA DRUCKERZEUGNISSE VERTRIEBS GMBH, Römer Strasse, 75, D-71229 Leonberg, Germany.

This Decision shall be enforceable pursuant to Article 299 of the Treaty and Article 110 of the EEA Agreement.

Done at Brussels,

*For the Commission*

*Margrethe VESTAGER*  
*Member of the Commission*