EUROPEAN COMMISSION
Competition DG

CASE AT.40669 – END-OF-LIFE VEHICLE RECYCLING

(Only the English text is authentic)

CARTEL PROCEDURE

Council Regulation (EC) No 1/2003

Article 7 Regulation (EC) 1/2003

Date: 01/04/2025

EUROPEAN
COMMISSION

Brussels, 1.4.2025
C(2025) 1791 final

COMMISSION DECISION

of 1.4.2025

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

(AT.40669 - End-of-life vehicle recycling)

(Text with EEA relevance)

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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[1], and in particular Article 7 and Article 23(2) and (3) 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[2], and in particular Article 10a thereof,

Having regard to the Commission decisions of 09/09/2024 and 15/01/2025 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,

Whereas:

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1 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 (the "Treaty"). The two sets of provisions are, in substance, identical. Pursuant to Article 5(3) of the Treaty of Lisbon, references in legal acts to Articles 81 and 82 of the EC Treaty are to be understood as references to Articles 101 and 102 of the Treaty when appropriate.

2 OJ L 123, 27.4.2004, p. 18.

1. INTRODUCTION

(1) This Decision (the "Decision") relates to a single and continuous infringement of Article 101 of the Treaty and Article 53(1) of the Agreement on the European Economic Area (the "EEA Agreement"). The Addressees of this Decision participated in the infringement through which they agreed that matters related to End-of-Life Vehicles ("ELVs") should be dealt with as a non-competitive issue. Specifically, they (i) agreed to align their position on the remuneration to be paid to authorised treatment facilities ("Authorised Treatment Facilities")[3] for the provision of services contracted by original equipment manufacturers ("OEMs"[4]) individually (the "Zero-Treatment-Cost" strategy) and (ii) agreed not to compete both in advertising Recoverability[5] beyond regulatory requirements and in advertising the use of recyclates.[6] The infringement lasted from 29 May 2002 until 4 September 2017.

(2) This Decision is addressed to the following legal entities (together referred to as the "Addressees"):

(a) Bayerische Motoren Werke Aktiengesellschaft;

(b) Ford-Werke GmbH, Ford Motor Company;

(c) Honda Motor Europe Limited., Honda Motor Co., Ltd.;

(d) Hyundai Motor Europe GmbH, Hyundai Motor Europe Technical Center GmbH, Hyundai Motor Company;

(e) Kia Europe GmbH, Kia Corporation;

(f) Jaguar Land Rover Limited, Jaguar Land Rover Holdings Limited, Tata Motors Limited;

(g) Mazda Motor Europe GmbH, Mazda Motor Corporation;

(h) Mercedes-Benz Group AG;

(i) Mitsubishi Motors Europe B.V., Mitsubishi Motor R&D Europe GmbH, Mitsubishi Motors Corporation;

(j) Opel Automobile GmbH, General Motors Company;

(k) Renault s.a.s., Renault SA;

(l) Nissan Motor Manufacturing (UK) Limited, Nissan Automotive Europe SAS, Nissan Motor Co., Ltd;

(m) Stellantis N.V.;

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3 See Article 6 of Directive 2000/53/EC of the European Parliament and of the Council of 18 September 2000 on end-of life vehicles, OJ L 269, 21.10.2000, p. 34 ("ELV Directive"). Authorised Treatment Facilities are operators of ELVs that offer the relevant services of the collection, treatment and recovery of ELVs in line with the requirements of the ELV Directive and its implementation by the Member States.

4 For the purposes of this Decision, OEMs are referred to also as "Producers", as explained in Section 2.

5 Any reference to the term "Recoverability" in this Decision should be interpreted as referring to the ability of an ELV to be recycled, recovered and reused within the meaning of Article 2(6), (7) and (8) of the ELV Directive.

6 Remuneration to be paid to Authorised Treatment Facilities and advertisement of data on Recoverability beyond regulatory requirements and advertising data on the use of recyclates are hereinafter referred to as "ELV Matters".

(n) Suzuki Motor Corporation;

(o) Toyota Motor Europe NV/SA, Toyota Motor Corporation;

(p) Volkswagen Aktiengesellschaft;

(q) Volvo Car Corporation, Zhejiang Geely Holding Group Co., Ltd; and

(r) European Automobile Manufacturers' Association ("ACEA").

2. THE INDUSTRY AND THE UNDERTAKINGS SUBJECT TO THE PROCEEDINGS

2.1. The legal framework

(3) Directive 2000/53/EC of 18 September 2000 on end-of-life vehicles (the "ELV Directive") lays down rules on the collection, treatment and recovery of ELVs. ELV means Vehicles[7] that are waste within the meaning of Article 1(a) of Directive 75/442/EEC[8].

(4) According to the ELV Directive, Member States should ensure that economic operators set up systems to collect and treat all ELVs and achieve qualified targets for their reuse, recovery and recycling.[9] "Economic operators" are Producers (Vehicle manufacturers or professional importers of vehicles into the EU), distributors, collectors, motor vehicle insurance companies, dismantlers, shredders, recoverers, recyclers and other treatment operators of ELVs, including their components and materials.[10]

(5) The ELV Directive requires Member States to ensure that the last holder and/or owner can deliver an ELV to an Authorised Treatment Facility without cost if the ELV has no or a negative market value. Producers should meet all, or a significant part of, the costs of the implementation of this measure and/or take back ELVs under the same conditions. If the ELV does not contain the essential components, in particular engine and coachwork, or contains waste which has been added to it, the delivery may not be fully free of charge.[11] The ELV Directive clarifies that the normal functioning of market forces should not be hindered.[12]

(6) Directive 2005/64/EC of 26 October 2005 on the type-approval of motor vehicles with regard to their reusability, recyclability and recoverability and amending Council Directive 70/156/EEC[13] lays down provisions to ensure that cars and vans may be put on the market only if they are estimated to be reusable and/or recyclable

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7 Vehicles means passenger cars and vans as defined in Article 2(1) of the ELV Directive.

8 Council Directive 75/442/EEC of 15 July 1975 on waste OJ L 194, 25.7.1975, p. 39, which was replaced by Directive 2006/12/EC of the European Parliament and of the Council of 5 April 2006 on waste, OJ L 114, 27.4.2006, p. 9. Pursuant to Article 1 point 1 (a) of Directive 2006/12/EC "waste" means any substance or object in the categories set out in Annex I which the holder discards or intends or is required to discard.

9 Articles 4 to 7 of the ELV Directive.

10 Article 2(10) of the ELV Directive.

11 Article 5(4) of the ELV Directive.

12 Recital 7 of the ELV Directive.

13 Directive 2005/64/EC of the European Parliament and of the Council of 26 October 2005 on the type-approval of motor vehicles with regard to their reusability, recyclability and recoverability and amending Council Directive 70/156/EEC, OJ L 310, 25.11.2005, p. 10. See also recital 22 and Article 7(4) of the ELV Directive.

to a minimum of 85% by mass and reusable and/or recoverable to a minimum of 95% by mass when they will become ELVs at the end of their useful lives.

(7) The ELV Directive states that consumers have to be adequately informed in order to adjust their behaviour and attitudes; to this end, information should be made available by the relevant economic operators.[14] Article 9 of the ELV Directive states that:

> *"Reporting and information*
>
> *[…]*
>
> *2. Member States shall require in each case the relevant economic operators to publish information on:*
>
> *- the design of vehicles and their components with a view to their recoverability and recyclability,*
>
> *- the environmentally sound treatment of end-of life vehicles, in particular the removal of all fluids and dismantling,*
>
> *- the development and optimisation of ways to reuse, recycle and recover end-of life vehicles and their components,*
>
> *- the progress achieved with regard to recovery and recycling to reduce the waste to be disposed of and to increase the recovery and recycling rates.*
>
> *The producer must make this information accessible to the prospective buyers of vehicles. It shall be included in promotional literature used in the marketing of the new vehicle."*

(8) The ELV Directive requires Member States to encourage the design and production of new Vehicles which take into full account and facilitate the dismantling, reuse and recovery, in particular the recycling, of ELVs, their components and materials.[15] It also requires Member States to encourage Vehicle manufacturers together with material and equipment manufacturers to integrate an increasing quantity of recycled material in Vehicles and other products, in order to develop the markets for recycled materials.[16]

2.2. The products and services concerned, market players and description of the markets

(9) Concerning the coordination with regard to remuneration to be paid to Authorised Treatment Facilities, the relevant services are the collection, treatment and recovery of ELVs (which must be in line with the requirements of the ELV Directive and its implementation by the Member States). The relevant market players are the Producers, who have to fulfil their duties resulting from the (implementation of) the ELV Directive, and the Authorised Treatment Facilities which offer the relevant services.

(10) As mentioned above, Article 5(4) of the ELV Directive requires that ELVs containing all essential components can be delivered to Authorised Treatment Facilities without any cost for the last holder and/or owner, and Producers have to meet all, or a significant part of, the costs of ensuring a cost/free take back of ELVs

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14 Recital 27 of the ELV Directive.

15 Recital 13 and Article 4(1) lit. b) of the ELV Directive.

16 Article 4(1) lit. c) of the ELV Directive.

in the cases where they have no or a negative market value.[17] The Producers considered that the majority of ELVs had a positive market value.[18]

(11) The main task of the Authorised Treatment Facility is the "treatment" of the ELV, defined as any activity after the ELV has been handed over to a facility for depollution, dismantling, shearing, shredding, recovery or preparation for disposal of the shredder wastes, and any other operation carried out for the recovery and/or disposal of the ELV and its components.[19]

(12) At an Authorised Treatment Facility, one or more of the following steps typically take place. First, the dismantler removes all hazardous materials, typically fluids and the starter battery. Second, spare parts and components with a commercial value are removed to be reused. Third, the remainder of the ELV is shredded into small particles of metal and other materials, which can also be sold and recycled. Dismantling and shredding can be performed by the same company or by different companies. Both dismantlers and shredding companies can be Authorised Treatment Facilities. Only an Authorised Treatment Facility can issue the certificate of destruction, which is a condition for final deregistration.

(13) Since 1 January 2007, all ELVs in the EEA must be treated in accordance with the ELV Directive (as implemented). Vehicles sold in the EEA become ELVs about 20 years after being put in circulation on average.[20] Not all Vehicles which exit the stock of registered Vehicles end up as ELVs and are treated by Authorised Treatment Facilities. In 2017 for example, 11.2 million Vehicles exited the stock of registered Vehicles. Of these, 6.6 million Vehicles were treated by Authorised Treatment Facilities as ELVs, 0.9 million were reported as exports outside the EU, and the whereabouts of the remaining 3.8 million is unknown.[21] It is estimated that on average over the last 20 years, about 35% of new Vehicles which were initially registered in the EU have ended up as ELVs for treatment in the EU, including those that were sold by their last holders/owners to the Authorised Treatment Facilities.[22]

(14) Different systems for implementing the Producer's obligations to ensure cost-free take back networks can be distinguished. In some Member States, multiple systems were in place in parallel, leaving Producers the choice about how to meet their obligations under the ELV Directive. The following three systems are in place: "individual systems", privately organised "collective systems" and publicly organised "fund systems".

(a) In "individual systems" there are no specific regulatory requirements for the design of the take-back system. Producers conclude bilateral agreements with

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17 See Report from the Commission to the Council, the European Parliament, the European Economic and Social Committee, and the Committee of the Regions on the Implementation of Directive 2000/53/EC on End-Of-Life Vehicles for the period 2014 to 2017, COM(2020) 33 final, p. 6.

18 See ID […].

19 Article 2(5) of the ELV Directive.

20 The 2021 Commission Evaluation of the ELV Directive states that the average age of an ELV in the EU is between 15 and 22 years, and according to the 2023 European Parliamentary Research Service study, the average lifetime of a vehicle ranges between 14 and 20 years.

21 Multiple reasons may explain the number of unknown whereabouts, amongst which non reported exports or the treatment in non-authorised treatment facilities. For more information, see the study Supporting the Evaluation of the Directive 2000/53/EC on end-of life vehicles, p. 39-40 available at https://op.europa.eu/en/publication-detail/-/publication/c2704e61-ebfb-11ea-b3c6-01aa75ed71a1/language-en.

22 Based on Eurostat data.

individual Authorised Treatment Facilities or with a service provider offering the services of a network of Authorised Treatment Facilities across a specific territory.

(b) In privately organised "collective systems" Producers source collection and/or dismantling services collectively, either with the involvement of industry associations or through the establishment of joint ventures or not-for-profit organisations. In such systems, the agreements with Authorised Treatment Facilities are not concluded by individual Producers.

(c) In publicly organised "fund systems" funds are created under national law. These funds organise a public take back system and are financed by fund fees. Individual Producers do not conclude individual agreements with Authorised Treatment Facilities.

(15) This case concerns individual systems only. Only in individual systems, which were at least partially in place in Austria, Belgium, Bulgaria,[23] Denmark,[24] Cyprus, Czech Republic, Estonia, France, Germany, Hungary,[25] Ireland,[26] Italy, Latvia, Lithuania, Luxembourg, Malta, Poland, Romania, Slovenia[27] and Sweden,[28] do Producers have the possibility to negotiate their contracts individually with Authorised Treatment Facilities.

(16) In most Member States with individual systems, the Producer has to conclude (directly or via a service provider) contracts with a sufficient number of Authorised Treatment Facilities so that the last owner and/or holder can bring the ELV free of charge to an Authorised Treatment Facility near to their residence. The last owner and/or holder is not obliged to bring the ELV to an Authorised Treatment Facility which has a contract with the Producer of the Vehicle brand. They can bring the ELV to any Authorised Treatment Facility. However, only Authorised Treatment Facilities which have a contract with the Producer of the specific brand have to accept the ELV without any costs for the last owner and/or holder.

(17) Concerning the agreement not to compete both in advertising Recoverability beyond legal requirements and in advertising the use of recyclates, the relevant products are the Vehicles (within the meaning of the ELV Directive) sold by the Parties to which this Decision is addressed ("Parties")[29].

(18) There is evidence suggesting an actual or potential interest of certain consumers in Recoverability and/or the use of recyclates: The minutes of meetings between the Parties in 2005 and 2006 show the intention to communicate the agreement not to

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23 All three systems have existed in parallel in Bulgaria since 2007. Daimler states that producers have to pay fees to a fund unless they contract with the collective system Autoecobul. Daimler had contracts with two other Authorised Treatment Facilities from 2007 until 2014 (Ecobulcar AD and Bulgarian Recycling Company). Since then Daimler "makes use of the fund solution".

24 OEMs can choose freely between individual and collective solutions since 2006.

25 OEMs switched from bilateral contracts to a collective system with the non-profit-organization Car-REC in 2011.

26 OEMs concluded contracts bilaterally from 2005 until 2017 based on framework negotiations between the Society of the Irish Motor Industry, the Irish Motor Vehicle Recyclers Association and the Metal Recyclers Association of Ireland. In 2017, most OEMs switched to a collective system through a non-profit organization called ELVES which is financed by membership fees.

27 A fund system was in place until 1 January 2008. Since then, OEMs conclude contracts bilaterally.

28 A fund system was in place until 2006. Since then, OEMs conclude contracts bilaterally.

29 The term "Parties" refers to those entities found to be part of the infringement in their respective role at the relevant time.

compete in advertising Recoverability rates beyond legal requirements to their marketing departments, which according to the minutes might have to be convinced not to use higher figures.[30] In 2007, Renault rolled out its eco2 marketing campaign with reference notably to high recyclability rates.[31] In 2009 […] Ford envisaged referring to the fact that at least 85% of a Ford Vehicle is recyclable.[32] In 2009 […] Ford refer to the fact that fleet customers are interested in the use of recyclates.[33] An internal presentation of Toyota created in 2012 mentions ELV management and use of recyclates among the topics most asked by fleet customers.[34] In a 2014 interview, two staff members of Groupe PSA (Peugeot Citroën) took the view that purchase decisions are not decorrelated from environmental issues and that consumers are better informed, sensitive to the importance of circular economy and not indifferent to the issue of the end of life of consumer goods. According to them, this concerned a growing proportion of the clients of this OEM.[35]

(19) The above suggests that certain customers were interested in Recoverability and/or the use of recyclates, even if these issues might not have constituted a key parameter for the decision-making of every prospective customer across the entire infringement period.

2.3. Undertakings and association of undertakings subject to the proceedings

(20) The following undertakings and association of undertakings comprising the legal entities referred to in paragraph (2) were involved in the infringement.

2.3.1. BMW

(21) Bayerische Motoren Werke Aktiengesellschaft ("BMW") is a car manufacturer headquartered in Munich (Germany). BMW is the ultimate parent company of an automotive group active worldwide in the development, production and sale of passenger cars and motorcycles. BMW is divided into the following business areas: "Automotive", "Motorcycles", "Financial Services" and "Other entities". In the Automotive segment, BMW develops, produces and sells passenger cars of the BMW, MINI and Rolls-Royce brands.

(22) The participants in ACEA's "Working Group Recycling (WG-RG)" meetings and other ELV meetings and workshops representing BMW were directly employed by BMW or one of its wholly owned direct or indirect subsidiaries.

(23) BMW was during the whole infringement period, and still is, a member of ACEA.

(24) In 2023, BMW had a worldwide turnover of approximately EUR 155 billion.

2.3.2. Ford

(25) The Ford Group ("Ford") is a US car manufacturer founded in 1903 and headquartered in Dearborn, Michigan (United States). It manufactures cars branded Ford and Lincoln. In the EEA, Ford only advertises and sells cars branded Ford.

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30 ID […], ID […].
31 ID […].
32 ID […].
33 ID […].
34 ID […].
35 ID […].

(26) Throughout the whole infringement period, Ford's ultimate parent company was Ford Motor Company ("FMC"), headquartered in Michigan, United States. FMC is a public company listed on the New York Stock Exchange.

(27) The participants in ACEA's "Working Group Recycling (WG-RG)" meetings and other ELV meetings and workshops representing Ford were directly employed by Ford-Werke GmbH.

(28) Ford was during the whole infringement period, and still is, a member of ACEA.

(29) During the infringement period, FMC also controlled for a limited period the following companies, active in ELV recycling in Europe: Mazda Motor Europe GmbH, Volvo Car Corporation, Jaguar Cars Limited and Land Rover (for details see the description of these undertakings).

(30) In 2023, Ford had a worldwide turnover of approximately EUR 163 billion.

2.3.3. Honda

(31) Honda is an automotive group active in development, manufacturing and sales of automobiles, motorcycles and power equipment under the Honda brand.

(32) Throughout the infringement period, the ultimate parent company of the Honda group was Honda Motor Co., Ltd., based in Japan.

(33) At the same time, sales of Honda vehicles in the EEA were carried out through its wholly owned subsidiary Honda Motor Europe Limited.

(34) Participants in ELV meetings and workshops representing Honda were directly employed by Honda Motor Europe Ltd.

(35) Honda has been a member of ACEA since 2018.

(36) In 2023, Honda had a worldwide turnover of approximately EUR 130 billion.

2.3.4. Hyundai/Kia

(37) Hyundai is a Korean car manufacturer founded in 1967 and headquartered in Seoul. It manufactures cars branded Hyundai and Kia.

(38) Throughout the period of the infringement, the ultimate parent company of the group was Hyundai Motor Company, operating through its subsidiaries, including in particular Hyundai Motor Europe GmbH.

(39) Hyundai Motor Company controls (for the purpose of applying Articles 101 and 102 of the Treaty) Kia Corporation (which in turn is a parent company to Kia Europe GmbH). This situation of control pre-dated 2006 and still exists today.

(40) The participants in ACEA's "Working Group Recycling (WG-RG)" meetings and other ELV meetings and workshops attended by Hyundai were directly employed by Hyundai Motor Europe Technical Center GmbH and Hyundai Motor Europe GmbH. Participants representing Kia were directly employed by Kia Europe GmbH.

(41) Hyundai Motor Europe has been a member of ACEA since 2012.

(42) In 2024, Hyundai/Kia had an estimated worldwide turnover of approximately EUR 192 billion with Kia having a turnover of approximately EUR 73 billion and Hyundai having a turnover of approximately EUR 119 billion.

2.3.5. Jaguar Land Rover

(43) Jaguar Land Rover is a British automobile manufacturer headquartered in Coventry which produces luxury vehicles.

(44) It was originally composed of two British brands, Jaguar, and Land Rover, which were founded in the United Kingdom in 1922 and 1948, respectively.

(45) On 24 April 2008, "the Jaguar and Land Rover businesses" were agreed to be acquired by Jaguar Land Rover Limited – an indirect, wholly owned subsidiary of Tata Motors Limited ("TML"). Since then, TML became the ultimate parent company of the Jaguar Land Rover group. In 2013, by way of restructuring, the "two businesses" merged into one business under Jaguar Land Rover Automotive plc.

(46) The participants in ACEA's "Working Group Recycling (WG-RG)" meetings and other ELV meetings and workshops attended by Jaguar Land Rover were directly employed by Jaguar Land Rover Holdings Limited from 23 September 2008 until 31 December 2012, and by Jaguar Land Rover Limited from 1 January 2013 until 4 September 2017.

(47) Jaguar Land Rover has been a member of ACEA since 1 January 2009.

(48) In the financial year ending 31 March 2024, TML had a worldwide turnover of approximately EUR 49 billion.

2.3.6. Mazda

(49) Mazda is an automotive group, active in the development, production and sales of passenger cars and commercial vehicles under the brand Mazda.

(50) As mentioned above, between 1996 and 18 November 2008, Mazda was a part of the Ford Group. Between 1996 and 18 November 2008, Ford was the most significant shareholder of Mazda Motor Corporation (hereinafter referred to as "MC"), the ultimate parent company of the Mazda group, holding 33.4% of its shares as well as the right to nominate the president of MC who presides over and directs the meetings of the executive committee, which effectively managed the business of the company. […].

(51) After 18 November 2008 the ultimate parent company of the Mazda Group became MC, based in Japan.

(52) […].

(53) Participants in ELV meetings and workshops representing Mazda were directly employed by Mazda Motor Europe GmbH.

(54) Mazda is not an ACEA member.

(55) In the financial year ending 31 March 2024, Mazda had a worldwide turnover of approximately EUR 31 billion.

2.3.7. Mercedes-Benz

(56) Mercedes-Benz Group AG ("Mercedes-Benz") is a global automotive group that develops, produces, and markets passenger cars, including the vehicles under the brands Mercedes-Benz, Mercedes-AMG and Mercedes-Maybach (luxury vehicles). Other activities of the Mercedes-Benz group include manufacturing and marketing of vans and provision of financial services, such as financing, leasing, insurance, fleet management and banking, as well as mobility services.

(57) During the infringement period, the ultimate parent companies of the Mercedes-Benz group were: DaimlerChrysler AG (2002-2007) and Daimler AG (as of 2007). On 1 February 2022, Daimler AG was re-named as Mercedes-Benz Group AG. The spin-off of Daimler Truck AG became effective as of 9 December 2021.

(58) The participants in ACEA's "Working Group Recycling (WG-RG)" meetings and other ELV meetings and workshops representing Daimler were directly employed by DaimlerChrysler AG or Daimler AG.

(59) Mercedes-Benz (and its predecessors) was during the whole infringement period, and still is, a member of ACEA.

(60) In 2023, Mercedes-Benz had a worldwide turnover of approximately EUR 153 billion.

2.3.8. Mitsubishi

(61) Mitsubishi Motors Group ("Mitsubishi") carries out development, production and sales of vehicles and vehicle parts and engages in the sales and finance business.

(62) Mitsubishi Motors Corporation ("MMC") is the parent company of the Mitsubishi Motors Group. Mitsubishi Motors Europe B.V. ("MME") has been a 100%-owned European subsidiary of MMC located in the Netherlands for the entire infringement. Mitsubishi Motor R&D Europe GmbH ("MRDE") has been a 100%-owned European subsidiary of MMC located in Germany for the entire infringement.

(63) From 20 October 2016 until 7 November 2024, Nissan owned 34% of shares in MMC, which gave Nissan negative sole control over MMC.[36] Since 8 November 2024, Nissan has owned less than 34% of the shares in MMC.

(64) The participants in ELV meetings and workshops representing Mitsubishi were directly employed by MME and MRDE.

(65) Mitsubishi is not a member of ACEA.

(66) In the financial year ending 31 March 2024, Mitsubishi had a worldwide turnover of approximately EUR 18 billion.

2.3.9. Opel and General Motors

(67) Opel Automobile GmbH ("Opel") is a car manufacturer based in Germany and comprises the German brand Opel and the UK brand Vauxhall. Opel was part of the General Motors group until 31 July 2017 when it was sold to Peugeot S.A. ("Groupe PSA"). It is now part of the Stellantis group. Opel was managed under Adam Opel AG/GmbH, with the headquarter in Rüsselsheim, Germany, which owned the legal entities comprising the Opel/Vauxhall business. On 30 June 2017, Adam Opel GmbH transferred all its German assets, liabilities and shares in all European operative subsidiaries to another General Motors subsidiary, Opel Automobile GmbH, holding back only the legacy pension debt and tax liabilities and assets.

(68) General Motors Company ("General Motors") is an automobile manufacturing company. It designs, builds, and markets cars, SUVs, crossover trucks, and automobile parts. General Motors was created in 2009 in the context of the bankruptcy of General Motors Corporation (subsequently known as Motors Liquidation Company, or "Old GM"). On 1 June 2009, Old GM commenced the bankruptcy case in the U.S. Bankruptcy Court for the Southern District of New York ("Bankruptcy Court"). On 5 July 2009, the Bankruptcy Court approved the sale through an order approving the sale agreement that would result in the sale of most of Old GM's assets to a newly-established government-sponsored purchaser ("Sponsored Purchaser"). The Sponsored Purchaser created a new company, General

[36] Commission decision of 5 October 2016, Case M.8099 – Nissan/Mitsubishi, p. 2.

Motors, that aimed at operating certain of Old GM's business lines, as restructured by the Sponsored Purchaser. The Sponsored Purchaser assumed only certain specifically identified liabilities; all other liabilities remained with Old GM. Therefore, General Motors was established as a separate and distinct legal entity from Old GM.

(69) The participants in ACEA's "Working Group Recycling (WG-RG)" meetings and other ELV meetings and workshops were all directly employed by Adam Opel AG/GmbH, or General Motors Europe GmbH (a subsidiary of Opel which was merged into Adam Opel GmbH).

(70) According to ACEA, General Motors Europe AG (a subsidiary of General Motors that had been dormant since shortly after General Motors was created, and that was dissolved in 2012) was formally a member of ACEA until 31 December 2014 and as of that date, until 2017 when the sale of Opel to Groupe PSA occurred, Opel Group GmbH (a subsidiary of General Motors that was responsible for the Opel/Vauxhall business) was a member of ACEA.

(71) In 2023, Opel had a worldwide turnover of approximately EUR 15 billion.

(72) In 2024, General Motors had a worldwide turnover of approximately EUR 173 billion.

2.3.10. Renault/Nissan

(73) The Renault Group ("Renault") is a French car manufacturer founded in 1898 and headquartered in Boulogne-Billancourt (France). It manufactures cars branded Renault, Dacia, and Alpine. Renault SA is the parent company of Renault and has been throughout the period from 2002 to today. Renault s.a.s. is a wholly owned subsidiary of Renault SA. The participants in ACEA's "Working Group Recycling (WG-RG)" meetings and other ELV meetings and workshops representing Renault were directly employed by Renault s.a.s.

(74) Renault was during the whole infringement period, and still is, a member of ACEA.

(75) In 2024, Renault had a worldwide turnover of approximately EUR 56 billion.

(76) The Nissan Group ("Nissan") is a Japanese car manufacturer founded in 1933 and headquartered in Kanagawa. Nissan Motor Co., Ltd. ("Nissan Motor") is the top parent company of Nissan and has been throughout the period from 2002 to today.

(77) Nissan Motor is the ultimate parent company of Nissan Automotive Europe SAS and Nissan Motor Manufacturing (UK) Limited.

(78) The participants in ACEA's "Working Group Recycling (WG-RG)" meetings and other ELV meetings and workshops representing Nissan were directly employed by group companies, in particular Nissan Motor Manufacturing (UK) Limited.

(79) Nissan was not a member of ACEA during the infringement period but became a member of ACEA on 1 January 2024.

(80) In the financial year ending 31 March 2024 Nissan had a worldwide turnover of approximately EUR 81 billion.

(81) From 1999 to 8 November 2023, Renault had at least de facto sole control[37] over Nissan. Gradual extensions of the initial 36.8% shareholding led to the ownership of

[37] Case IV/M.1519 – Renault/Nissan, Article 6(1)(b) non-opposition 12/05/1999, para 14.

43.4% of shares in Nissan. Renault and Nissan formed an "Alliance" in March 1999.[38] Through various agreements, this "Alliance" became a strategic partnership through which they coordinated their global activities.

(82) On 20 December 2000, Renault and Nissan entered into the Alliance's second framework agreement, the "Alliance Master Agreement", which was reiterated and updated on 28 March 2002, in the "Restated Alliance Master Agreement". Both Renault and Nissan confirm that based on the shareholding of Renault in Nissan, the additional rights of Renault and the cooperation agreements in place, during the entire period of the infringement both companies acted as one single undertaking.

(83) On 8 November 2023, a new Alliance agreement between Nissan and Renault took effect which resulted in them now having a cross-shareholding of 15% with lock-up and standstill obligations. Each of them can freely exercise the voting rights attached to their respective 15% direct shareholdings with a 15% cap. The former Alliance agreements were terminated, and neither Nissan nor Renault will be able to exert a strategic influence on the other, as no veto rights nor strategic appointment rights are attached to their 15% cross-shareholdings. Each is now independent with its own governance and management. As of 9 November 2023, they therefore no longer form part of a single economic unit for the purposes of EU competition law.

2.3.11. Stellantis

(84) With effect on 17 January 2021, Stellantis N.V. ("Stellantis") was formed by the merger of the two historically separate groups Fiat Chrysler Automobiles N.V. ("FCA") and Groupe PSA. Today, Stellantis comprises the following vehicle brands: Abarth, Alfa Romeo, Chrysler, Citroën, Dodge, DS Automobiles, Fiat, Fiat Professional, Jeep, Lancia, Maserati, Opel, Peugeot, RAM Trucks and Vauxhall.

(85) Stellantis operates through its wholly owned subsidiaries that include inter alia: Stellantis Europe S.p.A., Stellantis Auto SAS, Automobiles Citroen SAS, Automobiles Peugeot SA, Stellantis Financial Services Europe SA and Opel Automobile GmbH.

(86) Stellantis joined ACEA on 1 January 2021 and left again on 1 January 2023.

(87) In 2023, Stellantis had a worldwide turnover of approximately EUR 190 billion.

Fiat

(88) Between 2002 and 2014, the parent company of the Fiat group was Fiat S.p.A. ("Fiat").

(89) On 10 June 2009, Fiat acquired a 20% shareholding in the then newly established company FCA US LLC ("FCA US") to which substantially all of the assets of the Chrysler Group LLC ("Chrysler Group") were transferred. Chrysler Group was a US car manufacturer comprising the following vehicle brands: Chrysler, Dodge, RAM Trucks, and Jeep.

(90) On 12 October 2014, Fiat acquired the remaining shares in FCA US and by way of reorganisation, Fiat was replaced by a new parent company – FCA.

(91) Until it merged with Groupe PSA to form Stellantis on 17 January 2021, FCA was a US/Italian car manufacturer group with its corporate seat in Amsterdam, created in

[38] https://www.renaultgroup.com/en/2020-Universal-Registration-Document/64/ pages 64-65.

October 2014 and comprised the following vehicle brands: Abarth, Alfa Romeo, Chrysler, Dodge, Fiat, Jeep, Lancia, Maserati, and RAM Trucks.

(92) The participants in ACEA's "Working Group Recycling (WG-RG)" meetings and other ELV meetings and ELV workshops representing Fiat – and as of October 2014 by FCA - were directly employed by FCA.

(93) Fiat/FCA was a member of ACEA since 2002 (including from 2021 onwards via Stellantis). The ACEA membership ended on 1 January 2023.

PSA

(94) Groupe PSA ("PSA") was a French car, motorcycle and bicycle manufacturer founded in the 19th century. Originally, PSA manufactured vehicles branded Peugeot, Citroën, and DS Automobiles. After the acquisition of Opel Automobile GmbH in 2017, PSA also comprised the vehicle brands Opel and Vauxhall.

(95) Between 2002 and 2021, the parent company of the group remained PSA. With effect on 17 January 2021, PSA became part of Stellantis.

(96) The participants in ACEA's "Working Group Recycling (WG-RG)" meetings and other ELV meetings and ELV workshops representing PSA were directly employed by PSA.

(97) PSA was a member of ACEA since 2002 (including from 2021 onwards via Stellantis). Groupe PSA's ACEA membership ended together with Stellantis' membership on 1 January 2023.

2.3.12. Suzuki

(98) Suzuki is a Japanese automotive group, manufacturing and distributing vehicles, motorcycles and outboard motors under the Suzuki brand.

(99) Throughout the whole relevant period, the ultimate parent company was Suzuki Motor Corporation.

(100) The participants in ELV meetings and workshops representing Suzuki were mostly directly employed by Suzuki Motor Corporation.

(101) Suzuki is not a member of ACEA.

(102) In the financial year ending 31 March 2024, Suzuki had a worldwide turnover of approximately EUR 34 billion.

2.3.13. Toyota

(103) Toyota is a Japanese automotive group, active in the development, manufacture, and sales of vehicles under the brands Toyota, Lexus and Daihatsu.

(104) Throughout the whole relevant period, the ultimate parent company of the Toyota group was Toyota Motor Corporation.

(105) The participants in ACEA's "Working Group Recycling (WG-RG)" meetings and other ELV meetings and workshops representing Toyota were mostly directly employed by Toyota Motor Europe NV/SA.

(106) Toyota Motor Europe NV/SA has been a member of ACEA since 1 January 2008.

(107) In 2023, Toyota had a worldwide turnover of approximately EUR 288 billion.

2.3.14. Volkswagen

(108) Volkswagen Aktiengesellschaft ("VW") is an automotive group active worldwide in the development, production and sale of passenger cars and utility vehicles. VW has its headquarters in Wolfsburg (Germany).

(109) VW has two business areas: "Automobile" and "Financial Service". The "Automobile" business area consists of the passenger cars, utility vehicles and power engineering divisions and covers development of vehicles and engines, production and distribution of passenger cars, light utility vehicles, lorries, buses, and motorbikes, as well as the corresponding after markets (original components) and also business areas for big diesel engines, turbomachinery, special gearboxes, drive components and test systems.

(110) The passenger car division of VW includes the following brands: Volkswagen, Volkswagen Nutzfahrzeuge (utility vehicles), Audi, SEAT, ŠKODA, Bentley, Bugatti, Lamborghini, and Porsche.

(111) VW participants in ACEA's "Working Group Recycling (WG-RG)" meetings and other ELV meetings and workshops were directly employed by VW companies. […].

(112) VW was during the whole infringement period, and still is, a member of ACEA.

(113) In 2023, VW had a worldwide turnover of approximately EUR 322 billion.

2.3.15. Volvo

(114) The Volvo Car Group ("Volvo") is a Swedish multinational corporation headquartered in Gothenburg (Sweden) that manufactures and distributes automobiles under the Volvo brand. Currently, the following companies are considered part of Volvo: Volvo Car AB, Volvo Car Corporation[39]and its consolidated subsidiaries. During the infringement period, the group has undergone significant structural transformations.

(115) Between 1 January 2002 and 2 August 2010, the parent company of Volvo Car Corporation was Volvo Personvagnar Holding Aktiebolag, owning all shares in Volvo Car Corporation, that in turn owned, directly or indirectly, further subsidiaries. At that time, the parent company – Volvo Personvagnar Holding Aktiebolag – was wholly owned by Ford VHC AB, a subsidiary of FMC, and as of 2005, by FMC. As a result, between 2002 and 2010, the top companies of Volvo were part of the Ford Group.

(116) On 2 August 2010, Volvo Personvagnar Holding AB divested all its shares in Volvo Car Corporation to Geely Sweden AB. Geely Sweden AB was a wholly owned subsidiary of Geely Sweden Automotive AB (later renamed: Volvo Car AB), which in turn was indirectly owned by Shanghai Geely Zhao Yuan International Investment Co., Ltd. As a result, as of 3 August 2010 and throughout the remaining infringement period – regardless of the further changes in the corporate structure of the whole group – the parent company of the whole group has been Zhejiang Geely Holding Group Co., Ltd. ("Geely").

(117) The participants in ACEA's "Working Group Recycling (WG-RG)" meetings and other ELV meetings and workshops attended by Volvo were directly employed by Volvo Car Corporation.

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[39] Also called Volvo Personvagnar AB.

(118) Volvo Car Corporation was a member of ACEA from 1 January 2011 until 31 December 2022.

(119) In 2023, Geely had a worldwide turnover of approximately EUR [65 – 75] billion.

2.3.16. European Automobile Manufacturers' Association (ACEA)

(120) The European Automobile Manufacturers' Association (ACEA), founded in 1991, represents the interests of currently fifteen European car, truck and bus manufacturers at EU level. ACEA is a European Economic Interest Grouping ("EEIG"). It is registered in Belgium and has its official address in Brussels.

(121) Its membership consists of the major international automobile companies, including most of the Parties,[40] working together to ensure effective communication and negotiation with legislative, commercial, technical, consumer, environmental and other interests.

(122) Within ACEA, the Working Group Recycling ("WG-RG") and the unofficial subgroup ("ELV Working Group") dealt with the ELV legislation and its implementation.

3. PROCEDURE

(123) On 19 September 2019, Mercedes-Benz applied for immunity from fines under points 8, 9 and 14 of the Leniency Notice[41]. This application was supplemented by several oral corporate statements and documentary evidence. On 22 November 2021, the Commission granted Mercedes-Benz conditional immunity from fines under point (18) of the Leniency Notice.

(124) Between 15 and 18 March 2022, the Commission carried out unannounced inspections under Article 20(4) of Regulation (EC) No 1/2003 at the premises of Opel, Renault, Toyota, ACEA, and […].

(125) On 1 April 2022, Stellantis N.V. applied for immunity from fines, or in the alternative, a reduction of a fine under points 14 and 27 of the Leniency Notice.

(126) On 14 September 2022, Mitsubishi Motors Corporation applied for immunity from fines, or in the alternative, a reduction of a fine under points 14 and 27 of the Leniency Notice.

(127) On 16 September 2022, Ford Motor Company applied for a reduction of a fine under points 23 and 27 of the Leniency Notice.

(128) In the course of the investigation, the Commission sent several requests for information to the Parties and to other market players.

(129) On 9 September 2024 and 15 January 2025, the Commission initiated proceedings pursuant to Article 2(1) of Regulation (EC) No 773/2004[42] against the Parties with a view to engage in settlement discussions with all of them. After all the Parties had

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[40] See paragraphs (23), (28), (35), (41), (47), (59), (70), (74), (79), (86), (93), (97), (106), (112) and (118) above.

[41] Commission Notice on Immunity from fines and reduction of fines in cartel cases, OJ C 298, 8.12.2006, p. 17.

[42] Commission Regulation (EC) No 773/2004 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.

confirmed their willingness to engage in settlement discussions, these discussions started in October 2024.

(130) Between October 2024 and January 2025, settlement meetings took place between the Commission and the Parties. During those meetings, the Commission informed the Parties of the objections it envisaged to raise against them and disclosed the main pieces of evidence in the file on which the Commission intended to rely to establish these objections. The Parties were given access to the relevant pieces of evidence in the file and to a list of all the documents in the file. They were also granted access to the corporate leniency statements via eLeniency[43]. The Commission also provided the Parties with an estimate of the range of fines likely to be imposed by it.

(131) Each of the Parties expressed their view on the objections which the Commission envisaged to raise against them. The Parties' comments were carefully considered by the Commission and, where appropriate, taken into account. At the end of the settlement discussions, the Parties considered that there was a sufficient common understanding as regards the potential objections and the estimate of the range of likely fines to continue the settlement process.

(132) In […], all Parties submitted to the Commission their formal request to settle pursuant to Article 10a(2) of Regulation (EC) No 773/2004[44] (the "settlement submissions"). The settlement submission of each Party contained:

– an acknowledgement in clear and unequivocal terms of the Party'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;

– an acknowledgement of the method to calculate the value of sales and of the resulting value of sales number to be used for the fines calculation as well as an indication of the maximum amount of the fine the Party expects to be imposed by the Commission and which it would accept in the framework of a settlement procedure;

– the Party's confirmation that it has been sufficiently informed of the objections the Commission envisages raising against it and that it has been given sufficient opportunity to make its views known to the Commission;

– the Party's confirmation that it does not envisage requesting access to the file or requesting to be heard in an oral hearing, unless the Commission does not 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.

(133) Each party made its settlement submission conditional upon the imposition of a fine by the Commission, which does not exceed the amount specified in its settlement submission.

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[43] eLeniency is an online IT tool enabling submission of statements and documents to the Commission.

[44] 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. Regulation as amended by Commission Regulation (EC) No 622/2008, OJ L 171, 1.7.2008, p. 3 and Commission Regulation (EU) 2015/1348, OJ L 208, 5.8.2015, p. 3.

(134) On 19 February 2025, the Commission adopted a Statement of Objections addressed to the Parties. All Parties replied to the Statement of Objections by confirming that it corresponded to the contents of their settlement submissions and that they therefore remained committed to following the settlement procedure.

4. DESCRIPTION OF THE EVENTS

4.1. Organisation and structure of the contacts

(135) As of 29 May 2002, the Parties met regularly, often in the context of ACEA, to discuss the ELV Directive and its implementation at Member State level. A significant part of these discussions was to represent the interests of the Vehicle manufacturing industry regarding ELVs in front of European and national public authorities implementing the ELV Directive (individual, collective or fund systems). In this context, however, Producers also coordinated certain elements of their market conduct with regard to ELVs.

(136) Within ACEA, the Working Group Recycling ("WG-RG") was in charge, amongst others, of discussing positions of Vehicle manufacturers on certain ELV issues. According to the 2005 terms of reference of WG-RG, the group was meant in relation to the EEA market to monitor developments in ELV Recycling, to discuss and update ACEA positions on the basis of preparation of the working groups and to exchange information […][45] which comprised, at the time of the relevant meetings, of manufacturers which were not members of ACEA. In addition, the group was meant to exchange information and align with manufacturer/importer associations in the EU Member States to ensure that appropriate lobbying activities took place both at Member State level and at the EU level. The group aimed to hold five meetings per year, which included two meetings with […] and one strategy meeting.[46]

(137) The terms of reference of WG-RG were regularly updated but WG-RG always maintained a focus on ELV issues.[47]

(138) In 2004, ACEA proposed that an informal ELV discussion group be set up within WG-RG to discuss "administrative, practical and other issues related to the implementation and application of the End-of-Life Vehicles Directive in the EU Member States". Although this was not an official ACEA group, the ACEA secretariat would facilitate its meetings and act as a liaison with WG-RG. Initially, only European Vehicle manufacturers participated in the group, but it subsequently grew to include certain non-European Vehicle manufacturers.[48]

(139) The group met regularly by way of telephone conferences, which became known as "smaller country audios" and later "ELV country audios".[49] By 2010, participation in the country audios was not limited to European Vehicle manufacturers alone[50] and the group met several times per year.[51] The minutes of the country audios show that discussions focused on issues arising in individual Member States of the EU.[52] Those

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45 […].
46 ID […].
47 E.g. […],[…], […],[…].
48 ID […].
49 ID […].
50 ID […].
51 ID […].
52 See e.g.ID […] and ID […].

invited to the meetings, including ACEA, ACEA members and non-ACEA members (as of 2010) were usually provided with the meeting minutes of the discussions.[53]

(140) In June 2017, WG-RG decided that the organisation of country audios should be taken over by ACEA.[54] Subsequently, country audios were organised in the context of ACEA's expert group "Downstream Activities" ("EG-WG-RG-DA"), which focused on certain ELV issues and reported to WG-RG.[55]

(141) Further to the contacts above which took place under the auspices of (and were facilitated by) ACEA, Vehicle manufacturers also discussed certain ELV issues outside the framework of ACEA. In addition, Vehicle manufacturers organised meetings and workshops outside the framework of ACEA in 2004, 2006, 2007, 2008 and 2010. These meetings overlapped with exchanges organised under the auspices of ACEA[56] and/or were referred to in meetings organised under the auspices of ACEA.[57] Later on, ACEA was increasingly involved in these yearly workshops, such as the 2012 ACEA Recycling Workshop.[58]

4.2. Content of the contacts

(142) The Parties agreed that ELV Matters should be dealt in a non-competitive way. This agreement concerned two aspects: (i) an agreement to align their position on the remuneration to be paid to Authorised Treatment Facilities for the provision of services contracted individually (the Zero-Treatment-Cost strategy) and (ii) an agreement not to compete both in advertising Recoverability beyond regulatory requirements and in advertising the use of recyclates.

(143) The first aspect (the Zero-Treatment-Cost strategy) consisted of an agreement to conclude Zero-Treatment-Cost contracts with Authorised Treatment Facilities where possible in Member States with individual systems. Deviations from the Zero-Treatment-Cost strategy were considered precedents that would threaten the Zero-Treatment-Cost principle across the EEA. In some cases, Authorised Treatment Facilities refused to sign Zero-Treatment-Cost contracts and Producers coordinated with each other in advance of their individual negotiations with Authorised Treatment Facilities.

(144) The Zero-Treatment-Cost related conduct started in 2003 and lasted until 2017. The frequency of contacts varied depending on whether the Zero-Treatment-Cost contracts came under pressure from Authorised Treatment Facilities. Moreover, the participation of the Parties in such contacts varied.

(145) The second aspect consisted of an agreement to communicate data on Recoverability and on the use of recyclates to consumers only to the extent legally required and to use in their public statements to consumers Recoverability rates at the same legally required minimum level. This was because ELV Matters were considered to be non-competitive issues.

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53 See e.g. IDs […] and […].

54 ID […].

55 See e.g. IDs […] and […]. The name "DA" for Downstream Activities seems to have been replaced by "DU" for Downstream Users.

56 ID […]: Issues on the agenda of the 19 January 2010 Vehicle Manufacturer Workshop are also dealt with in established ACEA bodies.

57 For example, the ELV Charta agreed during the Information Exchange Meeting of 14 June 2007 was discussed in ACEA […] Meeting on 13 December 2007. See paragraph (153).

58 ID […].

(146) The advertising-related conduct started in 2002 and lasted until 2017.

(147) The coordination between Parties on both aspects was confirmed in the ELV Charta first drafted in 2007.

4.3. The ELV Charta

(148) The ELV Charta codified a pre-existing common strategy, agreed in 2002, to treat ELV Matters as non-competitive issues.

(149) The ELV Charta was first drafted in 2007, confirmed in 2008, discussed in 2010 and again agreed in 2016. The text of the ELV Charta remained largely unchanged from 2007 until 2016, when the last updated version was circulated to the Parties. In particular, there were no changes to the provisions of the Charta concerning the overarching principle to qualify ELV Matters as non-competitive issues or concerning the two aspects of the agreement. Each iteration of the ELV Charta reflected the practice of the Parties throughout the infringement period, namely agreeing (i) to the "Zero-Treatment-Cost" strategy, and (ii) not to compete both in advertising Recoverability beyond regulatory requirements and in advertising the use of recyclates.

(150) On 14 June 2007, participants (General Motors Europe (GME)[59], Ford, BMW, Volkswagen, […], Fiat, Renault, Mitsubishi, Kia, Nissan, Honda, and Daimler) in an ELV Information Exchange meeting held at Daimler in Stuttgart committed[60] to the "*Common manufacturer ELV strategic Charta".* The Charta contains, inter alia, the following points:

> *"1.) Non-competitive*
>
> *Avoid "competitive race" in publishing customer faced public communication of ELV relevant technical data (i.e. recyclates, recyclability, recovery)*
>
> *Transparent terms and conditions in line with market conditions*
>
> *Raise awareness of non-competitivity of ELV within the VMs*[61] *and associations […]*
>
> *4.) ELV network*
>
> *Self sustainable network solutions*
>
> *Short term, if required, use lowest cost operators to comply with laws […]"*[62]

(151) The reference to "*Self sustainable network solutions*" in the ELV Charta indicates the alignment on the Zero-Treatment-Cost strategy without expressly stating it.[63] The reference to "Avoid competitive race in publishing customer faced public communication of ELV relevant technical data" shows that there was an agreement not to compete in advertising Recoverability beyond regulatory requirements and in advertising the use of recyclates.

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59 When General Motors, GM, GM Europe are mentioned in relation to the contacts, the participants in ACEA's "Working Group Recycling (WG-RG)" meetings and other ELV meetings and workshops were all directly employed by Adam Opel AG/GmbH, or General Motors Europe GmbH (a subsidiary of Opel).

60 The document states that they committed verbally and adds that Renault stated an exception on recyclates, see ID […].

61 "VM" stands for vehicle manufacturers.

62 ID […].

63 ID […].

(152) An ACEA presentation (single slide) refers to the meeting on the 14 June 2007 held at Daimler in Stuttgart, stating: "ELV Charta […] The group expressed strong interest to re-iterate the existing common ACEA-[…] strategy to handle ELV-issues as a non-competitive matter. This common strategy should be the base to derive any further activities for ELV related matters."[64] Similarly, participants (including BMW, Daimler, Fiat, Ford, GM, […], PSA, Renault, Toyota, Volvo, Volkswagen) in the WG-RG Meeting on 14 September 2007 stated that the objective of the ELV Charta was "to re-iterate the existing common Automotive Industry's strategy to handle ELV-issues as a non-competitive matter. The document is intended for internal use only. Additional comments expressed during the meeting were taken into account."[65]

(153) On 13 December 2007, participants (including Suzuki, Fiat, BMW, Nissan, Renault, Honda, Ford, Mazda, Mitsubishi, […], […], Hyundai, Volkswagen, Daimler, GM, ACEA, Volvo) in an ACEA, […] meeting refer to the "*ELV C[h]arta*" and to an ELV meeting of 14 June 2007 where "[…]-*ACEA members sat together to reconfirm that our Associations are cooperating on non-competitive issues IN EUROPE.*"[66]

(154) Parties considered the ELV Charta as binding. They repeatedly referred to the importance of committing to the principles of the ELV Charta and stressed that the content of the Charta was commonly agreed and that participants "*shall stick*" to it.[67] Parties that were not present in a meeting which confirmed the ELV Charta were asked to state their support thereafter.[68] Revisions of the Charta required approval of WG-RG participants.[69]

4.4. Chronology of events

(155) On 29 May 2002, during a Joint ACEA-[…] WG-RG meeting on ELV Recycling, participants (including ACEA, […], BMW, Daimler, Fiat, Ford, PSA, Renault, Volkswagen, Volvo, Honda, Mitsubishi, Nissan, Suzuki, Toyota, […] and GM) discussed the implementation of Article 9(2) of the ELV Directive concerning Reporting and Information. During this meeting, it was said that *"'recycling' is no competitive issue. For this reason the published information should not be used by companies to compete against each other. The ACEA approach is to establish guidelines, how to address this issue respectively to define the content of information to be provided. Manufacturers should choose the words when using it in their literature (it should not look like copies)*".[70]

(156) On 24 September 2002, participants (including BMW, Daimler, Ford, GME, PSA, Renault, Volkswagen, Volvo and ACEA) discussed the implementation of Article 9(2) of the ELV Directive in an ACEA WG-RG meeting. […] and Renault presented a paper setting out recommendations to Vehicle manufacturers concerning external communication. The paper recommends "*urgently […] to stick to fulfilment of the legal requirement, to avoid useless overbidding on figures for recoverability*".[71]

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64 ID […].
65 ID […].
66 ID […].
67 E.g. ID […]; […]; ID […]; ID […]; ID […].
68 ID […].
69 ID […] and ID […].
70 ID […].
71 ID […].

(157) On 27 March 2003, the Zero-Treatment-Cost strategy was discussed during a meeting of […]. The slides GM presented at the meeting mention zero cost as the target for the whole of Europe and call for a "*Collective approach on the basis of individual contracts*".[72]

(158) On 12 May 2004, an ELV Workshop took place in Stuttgart. One of the points mentioned in the agenda was "*ELV implementation status in Europe […] LOI/zero-cost contracts*".[73] The participants (BMW, Daimler, Ford, Volkswagen, Honda, Toyota, GM) exchanged information about the status of their zero-treatment-cost-contracts in multiple Member States.

(159) On 1 February 2006, Zero-Treatment-Cost was discussed at a WG-RG Strategy Meeting. Participants (including ACEA, Volkswagen, Opel, Ford, BMW, […], PSA, Renault, Daimler, Toyota)[74] referred to the importance of upholding the "*ACEA position on zero-cost*". They also stated that "*financial support could break the dam, not just for those countries*" and concluded that to "*avoid a major disaster for the whole industry we need to stick together*".[75]

(160) On 24 February 2006, Opel wrote to Daimler with other Producers in copy (Hyundai, BMW, Daimler, Ford, PSA, Renault, Volkswagen, Honda, Mitsubishi, Nissan, Toyota, Kia, […]) complaining about an alleged deviation of Hyundai from the Zero-Treatment-Cost strategy and expressing concern that "*this information will spread all over Europe and will put our zero-cost approach at high risk.*"[76] 30 minutes later, ACEA similarly wrote to Hyundai (with other Producers in copy) warning about the consequences of a deviation from the Zero-Treatment-Cost strategy and calling for Hyundai to review its policy and discuss.[77] On 28 February 2006, Hyundai replied, denying allegations that it had deviated from the Zero-Treatment-Cost strategy and affirming Hyundai's commitment to that strategy.[78][79]

(161) In September 2006,[80] participants (Mazda, Volkswagen, Daimler, […], Toyota, Honda, BMW, Fiat, Hyundai) in a working group meeting agreed that OEMs should not present Recoverability rates "*higher [than] 85/95% (e.g. 88,3%) only due to merchandising reasons*".[81]

(162) On 14 December 2006, participants in another meeting in Rüsselsheim (including […], Mitsubishi, Honda, Ford, BMW, Fiat, Renault, ACEA, Volkswagen, Daimler, Nissan, Volvo, GM, Suzuki, Hyundai, Kia) confirmed the understanding that OEMs should not advertise Recoverability rates higher than 85/95%.[82]

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72 ID […].

73 ID […]. In this workshop, participants also exchanged information on their respective communication on ELVs towards consumers.

74 Participants according to the personal notes of a participant in the meeting – ID […].

75 ID […]. In this meeting, participants also discussed Renault's intention to promote plastic recycling and its use in Vehicle production.

76 ID […].

77 ID […].

78 ID […].

79 The ELV Charta also concerned the zero-treatment-cost principle. The ELV Charta was first drafted in 2007, confirmed in 2008 and discussed again in 2010.

80 This meeting was held either on 13 or on 20 September 2006.

81 ID […].

82 ID […], ID […].

(163) On 14 June 2007, participants (GME, Ford, BMW, Volkswagen, […], Fiat, Renault, Mitsubishi, Kia, Nissan, Honda, and Daimler Chrysler) in an ELV Information Exchange meeting agreed on the ELV Charta.[83]

(164) The minutes of the 14 June 2007 workshop state that "Renault declare[d] its "recycled plastics" policy as company policy and is currently not in the position for modification. Renault stated that figures on used recyclates in the production of new vehicles are regarded by them as competitive issue".[84]

(165) On 23 September 2008, participants (including Daimler, Ford, […], PSA, Opel, Honda, Suzuki, Mitsubishi, Land Rover, Volkswagen, Toyota, Hyundai) in a working group in Rüsselsheim strongly stressed the need to keep the commonly agreed rule not to use Recoverability rates for advertisements of Vehicles.[85]

(166) On 28 November 2008, participants (including Mitsubishi, Honda, Nissan, Suzuki, […]) in another working group meeting "*confirmed that OEMs capable of recycling above the 85-95% targets would not use it as a competitive issue*".[86]

(167) On 24 September 2009, participants (including BMW, Fiat, Ford, General Motors, Jaguar Land Rover, […], PSA, Renault, Toyota, Volkswagen) in an ACEA WG-RG Meeting discussed where they stood on "*Zero cost*" and a possible update of the ELV Charta.[87]

(168) On 19 January 2010, the participants in the ELV Manufacturers' workshop meeting (BMW, Daimler, Ford, Fiat, PSA, Volkswagen, Honda, Mazda, Mitsubishi, Toyota, Hyundai, Kia, […], GM) agreed that ' "*Zero-treatment-cost" not to be used for external communications as the conditions of our agreements are not of anybody's business*" '.[88]

(169) At the same workshop, a review of the 2007 version of the ELV Charta was discussed (participants: […], BMW, Daimler, Fiat, Ford, GME, Honda, Hyundai, Kia, Mazda, Mitsubishi, PSA, Toyota, Volkswagen), but this did not lead to any material changes of the ELV Charta compared to the last version. The minutes state that "*Everybody agrees to use ACEA/[…] position […] Wording slightly modified for more clarity and to account for current situation of ELV related activities (see attachment)*".[89]

(170) On 25 February 2010, participants (including Opel, BMW, Daimler, Ford, GM, Jaguar Land Rover, PSA, Renault, Toyota, Volkswagen and Volvo) in an ACEA WG-RG Audio meeting discussed amongst others the 2007 version of the ELV Charta. The minutes of the meeting note that "*[The Charta] may create problems in the context of anti-trust considerations*". It is agreed that: "*The ELV Charta was not approved. It serves as a base for a future position paper to deal with 2015 targets (and beyond)*".[90] The personal notes of a participant in the meeting record: "*The ELV Charta will be used to identify strategies to meet 2015 targets. But as some VM's*

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83 See paragraph (152) above.
84 ID […].
85 ID […].
86 ID […].
87 ID […].
88 ID […].
89 ID […].
90 ID […].

(VW) have seen anti-trust problems with cost related statements it has not been approved as on official ACEA position".[91]

(171) The lack of formal approval of the ELV Charta in February 2010 as an official ACEA position did not constitute a termination of the previous alignment, since, as the minutes show, the Parties stated their intention to continue relying on it as a base for a future position paper. Also, the Parties continued to discuss and refer to the ELV Charta, culminating in a formal approval in September 2016[92]. Furthermore, the Parties continued to adhere to the ELV strategy contained in the ELV Charta[93].

(172) On 3 July 2012, Opel wrote to Renault expressing concern about a statement by Renault that ELV recycling was not profitable, which was in "*in contradiction to the common position of all ACEA members*". Renault replied that "*I wish to reassure you that Renault's position remain in line with the common position we have taken within ACEA.*"[94]

(173) On 18 October 2012, an ACEA OEM Recycling Workshop (attended by ACEA, […], BMW, Daimler, Fiat, Ford, Hyundai, Jaguar Land Rover, Opel, Mitsubishi, […], PSA, Renault, Toyota, Volvo, Volkswagen) took place in Cologne. The meeting minutes record that "*further discussions are required with regards to pros and cons of ACEA's current cost avoidance strategy versus new strategies which eventually could generate revenues from ELV material values*".[95]

(174) On 7 October 2014, after an ELV Country Audio meeting, participants[96] discussed the ELV Charta. A copy of the 2010 version of the Charta was circulated by email on 16 October 2014 together with the draft minutes of the 7 October 2014 meeting to ACEA, BMW, Daimler, Fiat, Ford, Jaguar Land Rover, PSA, Renault, Volkswagen, Volvo, Honda, Mazda, Mitsubishi, Nissan, Suzuki, Toyota, Hyundai, Kia, […] and Opel with a mention: "*when you think we need a new discussion on the ELV Charta, we can put it on the agenda for the next country audio*".[97]

(175) On 20 November 2015, […][98] wrote to ACEA asking about potential change towards the zero-cost approach given the dropping metal prices. On 25 November 2015, ACEA replied: "*We are aware of the situation […]. However we do not see the need to deviate from any of our positions until now but have to monitor the situation (in particular on OEM level) for the different countries. ACEA will not start a specific monitoring*".[99]

(176) A PowerPoint presentation entitled "*ELV Charta 2016*" and referring to a "*Vehicle Manufacturers ELV Workshop 21.04.2016*"[100] restates the wording on non-competitivity and self-sustainable networks. According to the minutes of the ACEA

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91 ID […].
92 See paragraph (179).
93 See paragraphs (172) and (174) to (177).
94 ID […].
95 ID […].
96 The draft minutes of the meeting do not include a participants' list and there is no evidence as to who participated in the meeting or was involved in any follow-up discussions. However, the minutes were circulated to ACEA, BMW, Daimler, Fiat, Ford, Jaguar Land Rover, PSA, Renault, Volkswagen, Volvo, Honda, Mazda, Mitsubishi, Nissan, Suzuki, Toyota, Hyundai, Kia, […] and Opel.
97 ID […].
98 […].
99 ID […].
100 ID […].

WG-RG DU workshop of the same day (minutes distributed to: Daimler, BMW, Fiat, Ford, Opel, PSA, Renault, Toyota, […], Volkswagen, Volvo, ACEA)[101], the "*ELV Charta (enclosed) will be reviewed and a revised draft will be provided as a proposal for the group*".[102]

(177) An internal presentation of GME dated 17 May 2016 shows on slide 4 that the premise of the work at ACEA on ELVs is "*ELV is a non-competitive issue*" and that "*Only together we have the chance to realize our Zero-Cost Strategy!*"[103].

(178) On 6 September 2016, a meeting of WG-RG took place (participants: ACEA, BMW, Fiat, Ford, Jaguar Land Rover, PSA, Renault, Volkswagen, Volvo, Toyota and Opel). According to the minutes of the meeting, "*Members are kindly asked to review the ELV Charta (enclosed) and provide comments/amendments until 30/09/2016 the very latest. If ACEA does not receive feedback the Charta is approved, will be transferred to an ACEA template and again circulated*."[104]

(179) On 24 October 2016, ACEA staff created a presentation using the ACEA template and logo with the title "*ELV Charta 2016*". The presentation reproduces the text of the ELV Charta and mentions "*Approved after WG-RG meeting 06/09/2016*".[105]

(180) On 12 July 2017, an email from Opel to ACEA refers to the "*commonly agreed ELV Charta 2016*" as a basis for discussion in the upcoming ACEA WG-RG DU meeting of 4 September 2017.[106]

(181) On 4 September 2017, a meeting of the ACEA WG-RG DU took place (participants were BMW, Fiat, Ford, Jaguar Land Rover, Opel, PSA, Toyota, Volkswagen, Volvo, ACEA). In the minutes it is again repeated that ELV is a non-competitive issue. It is stated that non-ACEA members such as Mitsubishi should not only participate in the quarterly Country Audio meetings but also participate in the yearly face-to-face meeting. Further, the necessity of extending the scope of the ELV Charta is discussed.[107]

(182) In parallel with the coordination referred to above during the period 2003-2017, the Parties (under the auspices of ACEA) pursued the Zero-Treatment-Cost strategy. It was emphasized that the Zero-Treatment-Cost strategy must be pursued in every relevant Member State, as a different approach, even in a single Member State, was expected to lead to a "*collapse of the whole system*"[108] and could endanger the Zero-Treatment-Cost strategy across Europe.[109] The Zero-Treatment-Cost strategy was only relevant in those Member States with "individual systems" where Producers negotiated with Authorised Treatment Facilities bilaterally.[110] The implementation of the Zero-Treatment-Cost strategy occurred through regular multilateral and bilateral contacts, including discussions in the framework of ACEA as well as national

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101 The minutes do not include a participants' list. Distribution list is known from ID […], ID […]. According to the personal notes of a participant, attendees were ACEA, BMW, Fiat, Ford, Jaguar Land Rover, Volkswagen, Volvo, Toyota, […] and Opel (ID […]).

102 ID […].

103 ID […].

104 ID […].

105 ID […]. The author and date of creation of the presentation are known from metadata of the file.

106 ID […].

107 ID […], ID […].

108 ID […].

109 ID […], email with attached minutes, there is no attendance list of the meeting; ID […].

110 Paragraph (15).

manufacturer associations. However, there were also occasions in which Producers remunerated Authorised Treatment Facilities for their services. The frequency and intensity of discussions between the Parties varied significantly over time and from Member State to Member State. While the Zero-Treatment-Cost contracts appear to have remained largely unchallenged by Authorised Treatment Facilities in some Member States (such as Germany, France or Austria), they came under repeated pressure in other Member States (such as e.g. Poland).

4.5. Geographic scope of the conduct

(183) The geographic scope of the conduct was EEA-wide throughout its duration.

4.6. Duration

(184) The conduct lasted from 29 May 2002 to 4 September 2017. The participation of the respective Parties in the conduct is established as follows.

(185) The conduct started on 29 May 2002 for ACEA, BMW, Ford, Honda, Mercedes-Benz, Mitsubishi, Renault/Nissan, Opel, Stellantis, Suzuki, Toyota, Volkswagen and Volvo,[111] on 2 March 2006 for Hyundai/Kia,[112] on 13 September 2006 for Mazda[113] and on 23 September 2008 for Jaguar Land Rover.[114] The Commission considers that based on the available evidence on the file, all Parties' participation in the conduct ended on 4 September 2017, when an AECA WG-RG DU meeting took place.[115]

(186) The ACEA members that were not present in this meeting received the agenda and minutes of the meeting.[116] The Parties that were not members of ACEA and not present at this meeting of 4 September 2017 were involved in the period between October 2014 and September 2017 in some contacts with ACEA members referring to the Charta and/or the zero-treatment-cost strategy.[117] Further, they did not publicly distance themselves from the Charta, the zero-treatment-cost strategy or the agreement not to compete in advertising Recoverability or in advertising the use of recyclates.

5. LEGAL ASSESSMENT

(187) Having regard to the body of evidence in the Commission's file, the facts described in Section 4 and the Parties' clear and unequivocal acknowledgement of the facts and the legal qualification thereof contained in their settlement submissions, and their replies to the Statement of Objections containing their explicit confirmation that the Statement of Objections reflects the content of their settlement submissions, the legal assessment is set out as follows.

5.1. Jurisdiction

(188) In this case, the Commission is competent to apply Article 101 of the Treaty and, on the basis of Article 56 of the EEA Agreement, also Article 53 of the EEA Agreement, since the cartel arrangements, which covered the entirety of the EEA,

111 ID […].
112 ID […].
113 ID […].
114 ID […] and ID […].
115 ID […], ID […], ID […].
116 ID […], ID […], ID […], ID […].
117 ID […], ID […], ID […], ID […].

were capable of having an appreciable effect upon trade between Member States and between the Contracting Parties to the EEA Agreement.

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

5.2.1. Agreements and concerted practices

5.2.1.1. Principles

(189) Article 101(1) of the Treaty and Article 53(1) 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 or the territory covered by the EEA Agreement.

(190) 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 draws a distinction between the concept of concerted practice and that of agreements between undertakings, the object is to bring within the prohibition of Article 101(1) of the Treaty 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(1) of the Treaty 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.[118]

(191) The concepts of agreement and concerted practice are fluid and may overlap. Indeed, it may not even be possible to distinguish between them, 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.

5.2.1.2. Application to this case

(192) Section 4 demonstrates that the Parties were involved in competitor contacts, with the support of ACEA, in which they agreed that ELV Matters were a non-competitive issue. The Parties discussed and coordinated with regard to the EEA (i) to conclude Zero-Treatment-Cost contracts when purchasing treatment services where possible and (ii) not to compete both in advertising data on the Recoverability beyond regulatory requirements and in advertising data on the use of recyclates. The competitor contacts took the form of multilateral as well as bilateral exchanges, frequently taking place in the framework of ACEA's Working Groups on Recycling. The nature and intensity of those contacts varied throughout the infringement period. The overall duration of the conduct was from 29 May 2002 until 4 September 2017.

(193) The contacts served to coordinate the Parties' market behaviour and resulted in specific principles that the Parties agreed to adhere to. These principles were first

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[118] See Case T-7/89 *Hercules* v *Commission* EU:T:1991:75, paragraph 256. See also Case 48/69, *Imperial Chemical Industries* v *Commission* EU:C:1972:70, paragraph 64, and Joined Cases 40-48/73, etc. *Suiker Unie and others* v *Commission* EU:C:1975:174, paragraphs 173-174.

conceived on 29 May 2002 and later confirmed in the 2007 version of the ELV Charta (as well as in all subsequent versions of the ELV Charta). Subsequently, some Parties repeatedly referred to their "*common position*" on both topics[119], stated that the principles contained in the ELV Charta were binding[120] and criticised participants deviating from these principles[121].

(194) The Parties renewed and confirmed their agreement to adhere to the ELV Charta in 2008.[122] In February 2010, Producers present in an ACEA WG-RG Audio meeting discussed the content of the ELV Charta but did not formally approve it in view of potential antitrust concerns. However, the collusive conduct was not terminated as the Parties continued to discuss and refer to the content of the ELV Charta in the following years. In the absence of any subsequent public distancing or change in the behaviour, the lack of formal approval in 2010 does not appear to have been perceived by any party as indicating that the principles contained in the ELV Charta were not binding.[123] Finally, in 2016, the ELV Charta was again circulated and approved without any objection.[124]

(195) Starting in 2002, the Parties engaged in continuous concerted practices and/or agreements by coordinating their conduct in relation to advertising Recoverability beyond regulatory requirements and to advertising the use of recyclates. This coordination concerned information and marketing materials to be made available.[125] The Parties agreed to communicate data on Recoverability and on the use of recyclates to consumers only to the extent legally required and to use in their public statements to consumers' Recoverability rates at the same legally required minimum level.

(196) From 2003, the Parties also engaged in continuous concerted practices and/or agreements related to the purchase of dismantling services. The exchanges referred to the objective of applying a "*collective approach on the basis of individual contracts*"[126] that should be used to convince Authorised Treatment Facilities to accept Zero-Treatment-Cost contracts.

(197) The alleged anti-competitive contacts constituted a form of coordination by which the Parties refrained from independently determining their commercial policy by knowingly substituting the risks of competition with practical cooperation. The Parties expressly agreed that ELV Matters should be dealt with as a non-competitive issue. Specifically, they (i) agreed to align their position with regard to remuneration to be paid to Authorised Treatment Facilities for the provision of services contracted by the Producers individually (the so-called "Zero-Treatment-Cost" strategy) and (ii) agreed not to compete in advertising Recoverability beyond regulatory requirements and in advertising the use of recyclates.

(198) In addition, the repeated contacts entailed exchanges of commercially sensitive information concerning Zero-Treatment-Cost contracts e.g. by sharing an overview of the Zero-Treatment-Cost contracts to convince other Authorized Treatment

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119 ID […], ID […].
120 See paragraph (154).
121 ID […], ID […].
122 ID […].
123 Paragraphs (171) to (177) above.
124 Paragraph (178) above.
125 Paragraph (155) above.
126 Paragraph (157) above.

Facilities to sign such contracts or by exchanging information on the signing of a Zero-Treatment-Cost contract to encourage the Parties contacting the same Authorized Treatment Facility.[127]

(199) On the basis of the above, the Commission considers that the conduct in this case constitutes an "agreement" and/or a "concerted practice" within the meaning of Article 101(1) of the Treaty and that the Parties knowingly substituted the risks of competition with practical co-ordination between them.

5.2.2. The specific role of ACEA

(200) The Parties met regularly in the context of ACEA to discuss the ELV Directive and its national implementation in the EEA. This case does not concern any discussions about petitioning public authorities on certain ELV issues in that context. The case concerns the use by the Parties of the platform provided by ACEA to raise awareness amongst themselves that ELV Matters should be deemed non-competitive issues.

(201) The evidence shows that ACEA contributed to the anti-competitive agreements and concerted practices through its own actions in the form of a series of decisions of an association of undertakings. ACEA organised multiple meetings concerning either one or both aspects of the collusive conduct, including the meeting where the 2016 version of the ELV Charta was discussed and approved by the Parties,[128] attended these meetings,[129] circulated minutes of these meetings,[130] and played a role in ensuring agreement and adherence.[131] ACEA was involved in the establishment and confirmation of the basic understanding that ELV Matters were non-competitive issues. ACEA was also involved in the discussion on the Zero-Treatment-Cost strategy, promoted adherence to the Zero-Treatment-Cost strategy[132] and was consulted with corresponding concerns of its members which were put on the agendas of ACEA WG-meetings.[133] Further, ACEA supported the agreement not to compete in advertising Recoverability beyond regulatory requirements and in advertising the use of recyclates.[134]

(202) In light of the above, the Commission concludes that ACEA provided a platform for the attainment of the anti-competitive aims set out in the ELV Charta and that its conduct constitutes a series of decisions of an association of undertakings within the meaning of Article 101(1) of the Treaty.

5.2.3. Restriction of competition

5.2.3.1. Principles

(203) Article 101(1) of the Treaty expressly prohibits as incompatible with the internal market such agreements and concerted practices which have as their object or effect the restriction of competition.

(204) In that regard, it is apparent from the Court's case-law that certain types of coordination between undertakings reveal a sufficient degree of harm to competition

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127 See e.g. ID […] and ID […].

128 ID […]. ACEA was also instrumental in proposing and setting up the ELV WG-RG, ID […].

129 ID […].

130 See e.g. IDs […] and […].

131 See for example the approval mechanism following the WG-RG meeting on 6 September 2016, ID […].

132 ID […].

133 ID […], ID […].

134 Paragraph (155) and (156).

that it may be found that there is no need to examine their effects and thus that they constitute restrictions of competition by object.[135]

5.2.3.2. Application to this case

5.2.3.2.1. ELV as a non-competitive issue

(205) The content of the ELV Charta, as agreed between the Parties in 2007, 2008 and 2016 (and which reflects the Parties' coordination as of 2002), reads amongst others: ELVs are a "Non-competitive issue", and "Raise awareness of non-competitiveness of ELV within the VMs".

(206) This constitutes an explicit agreement to restrict competition on ELV Matters.

(207) As explained in section 4.3, the content of the 2007 ELV Charta codified pre-existing practices. These covered (i) the Parties' agreement to align positions on the remuneration to be paid by Producers to Authorised Treatment Facilities for their services and (ii) the Parties' agreement not to compete both in advertising Recoverability beyond regulatory requirements and in advertising the use of recyclates.

(208) The Parties monitored adherence to the principles outlined in the ELV-Charta.[136]

5.2.3.2.2. ELV Zero-Treatment Cost principle

(209) The agreements and/or concerted practices with regard to remuneration to be paid to Authorised Treatment Facilities for the provision of services contracted by the OEMs individually (the so-called "Zero-Treatment-Cost" strategy) had the object of restricting competition on the remuneration to be paid to these Authorised Treatment Facilities. The relevant conduct included regular exchanges of commercially sensitive information regarding the Parties' individual agreements with Authorised Treatment Facilities and the coordination of the Parties' behaviour vis-à-vis Authorised Treatment Facilities. The Parties aimed at refraining from independently determining their commercial policy with regard to negotiations with Authorised Treatment Facilities.

(210) Discussions between the Parties show that they were concerned about deviations from the Zero-Treatment-Cost strategy potentially leading to more expensive contracts with Authorised Treatment Facilities which they did not think would be justified in light of the positive residual values of ELVs.[137]

(211) The Parties coordinated their behaviour through contacts relating to the status of their contractual arrangements and future negotiations with Authorised Treatment Facilities. In particular, the Parties were in agreement that they should adhere to the Zero-Treatment-Cost strategy; that is, that their contracts with Authorised Treatment Facilities should be at zero cost to the Parties to the extent possible. In case of alleged deviations, some Parties complained and confronted the alleged deviators. The alleged deviators then either had to show that these claims were unfounded, and

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135 Case C-67/13 P, *Groupement des Cartes Bancaires v Commission*, EU:C:2014:2204, paragraph 49, Case C-286/13 P, *Dole Food and Dole Fresh Fruit Europe v Commission*, EU:C:2015:184, paragraph 113.

136 E.g. ID […], ID […], ID […], ID […].

137 ID […], email with attached minutes, there is no attendance list of the meeting; ID […].

they had in fact adhered to the Zero-Treatment-Cost strategy[138] or provided excuses and assurances that they would do their best to avoid such deviations in the future[139].

(212) The Parties also monitored the situation in the Member States by exchanging information on their contractual arrangements (in particular with regard to existence of zero-cost contracts) through quarterly telephone conferences called "*Country Audios*", detailed minutes of which were circulated to the Parties, including non ACEA-members as of 2010 (see Section 4.1). Based on this monitoring, the Parties sought to pre-emptively discuss how to meet potential challenges to their Zero-Treatment-Cost strategy, either from Authorised Treatment Facilities with greater bargaining power, or due to the drop of scrap prices or stricter national legislation.

(213) For applying Article 101(1) of the Treaty there is no need to examine or establish actual effects of an agreement when it has as its object the prevention, restriction or distortion of competition within the internal market.[140] Accordingly, it is not necessary to assess whether Producers might have refrained from offering any remuneration to Authorised Treatment Facilities also in the absence of any coordinated Zero-Treatment-Cost strategy.

(214) This took place only in the Member States where Producers negotiated individually contracts with Authorised Treatment Facilities.[141]

5.2.3.2.3. Agreement not to compete both in advertising Recoverability beyond regulatory requirements and in advertising the use of recyclates

(215) The ELV Charta statement that manufacturers should "Avoid competitive race in publishing customer faced / public communication of ELV relevant technical data (recyclat[e]s, recyc[l]ability, recovery)" reveals the existence of an explicit agreement to restrict competition on ELV Matters.

(216) The Parties agreed to communicate to consumers Recoverability rates at a level equal to the legal requirements (85% and 95% respectively).[142] In fixing the communicated Recoverability rates at the same level, their aim was to ensure that customers were not made aware of any (appreciable) difference between them.

(217) Although Vehicle models may have been capable of exceeding the required Recoverability rates, the agreement aimed to ensure that Producers would not claim higher rates. The agreement allowed the Parties to present uniform Recoverability rates in their communication to consumers and to reduce competitive pressure to achieve higher targets.

(218) Further, the Parties agreed to communicate data on Recoverability and on the use of recyclates to consumers only to the extent legally required. As regards Recoverability, this meant that the Parties agreed to refrain from advertising Recoverability rates and to make only the legally required minimum information accessible to prospective buyers of Vehicles. As regards the use of recyclates, the

138 ID […].

139 ID […].

140 See Case T-62/98 *Volkswagen v Commission*, EU:T:2000:180, paragraph 178 and case-law cited therein), Case C-286/13 P *Dole Food and Dole Fresh Food Europe v Commission*, EU:C:2015:184, paragraph 127 and Case C-128/21, Lietuvos notarų rūmai and Others v Lietuvos Respublikos konkurencijos taryba, EU:C:2024:49, paragraph 93.

141 Paragraph (15).

142 Paragraphs (161), (162), and (166).

Parties agreed to avoid advertising information on whether and to which extent recyclates were used in the Vehicles.

(219) The agreement not to compete both in advertising Recoverability beyond regulatory requirements and in advertising data on the use of recyclates meant that the Parties should avoid a competitive race concerning these issues. The agreement aimed at preventing consumers from relying on advertised information in their decision-making process when buying a Vehicle and was capable of reducing competitive pressure to do better than required by law.

(220) Concerning the agreement not to compete in advertising the use of recyclates, an exception is Renault, which expressly asked for an exemption and stated that it publishes figures on the use of recyclates in the production of new Vehicles and regards this as a competitive issue.[143] Renault's lack of participation in this aspect of the infringement does not, however, alter its liability for participating in the overall single and continuous infringement.

(221) Occasionally, Producers did advertise Recoverability and the use of recyclates which does not alter the finding of a single and continuous infringement of Article 101(1) of the Treaty because there is no need to consider whether and to which extent Parties implemented the anti-competitive agreement.[144]

(222) The regulatory requirements imposed on OEMs only concern minimum Recoverability rates. This left room for Producers to claim higher rates in their communication to consumers.

(223) The requirement that Producers should publish information on Recoverability so that the information is accessible to prospective buyers of the Vehicle, including in promotional literature used in the marketing of new Vehicles[145], shows the explicit intention of the legislator to bring these issues to the attention of consumers so that they may adjust their behaviour taking into account Recoverability considerations.

5.2.3.2.4. Conclusion

(224) In view of the foregoing, the Commission considers that the Parties reached agreements and/or engaged in concerted practices with the object of restricting competition between them in ELV Matters namely (i) the remuneration to be paid to Authorised Treatment Facilities for the provision of services contracted by the Parties individually ("Zero-Treatment-Cost" strategy) and (ii) the advertising of Recoverability beyond regulatory requirements and the advertising of the use of recyclates.[146] ACEA took part in this anti-competitive conduct by way of a series of decisions of associations of undertakings within the meaning of Article 101(1) of the Treaty.

5.2.4. Single and continuous infringement

5.2.4.1. Principles

(225) A complex cartel may be viewed as a single, continuous infringement for the period in which it existed. The concept of a 'single agreement' or 'single infringement'

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143 See paragraph (164).

144 See paragraph (204).

145 Article 9(2) of the ELV Directive.

146 There are no indications that the Parties coordinated actual Recoverability rates and the actual use of recyclates.

presupposes a complex of practices adopted by various parties in pursuit of a single anti-competitive economic aim.[147] The agreement or concerted practice may be changed from time to time, or its mechanisms adapted or enhanced to take account of new developments. The validity of that assessment cannot be challenged on the ground that one or several elements of a series of acts or continuous conduct could also constitute in themselves an infringement of Article 101 of the Treaty.[148]

(226) An infringement of Article 101(1) of the Treaty and of Article 53(1) of the EEA Agreement can result not only from an isolated act, but also from a series of acts or from continuous conduct, even if one or more aspects of that series of acts or continuous conduct could also, in themselves and taken in isolation, constitute an infringement of those provisions. Accordingly, if the fact that different actions form part of an 'overall plan' because they have the same objective distorts competition within the common market, the Commission is entitled to impute responsibility for those actions on the basis of participation in the infringement as a whole.[149]

(227) According to the case law, "the agreements and concerted practices referred to in [Article 101(1) of the Treaty and Article 53(1) of the EEA Agreement] necessarily result from collaboration by several undertakings, who are all co-perpetrators of the infringement but whose participation can take different forms according, in particular, to the characteristics of the market concerned and the position of each undertaking on that market, the aims pursued and the means of implementation chosen or envisaged".[150]

(228) Although a cartel is a joint enterprise, each participant in the arrangement is able to play its own particular role. One or more cartel participants may be dominant in the role of ringleader. There may be instances of internal conflicts and rivalries, or even of deception, but that does not, however, prevent the arrangement from constituting an agreement and concerted practices under Article 101(1) of the Treaty and of Article 53(1) of the EEA Agreement as long as the parties continue to pursue a single common objective. However, the mere fact that each undertaking takes part in the infringement in ways particular to it does not relieve it of responsibility for the entire infringement, including conduct which although put into effect by other participating undertakings, has the same anti-competitive object or effect.[151]

(229) 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. That is the position where it is shown that the undertaking intended, through its own conduct, to contribute to the common objectives pursued by all the participants and that it was aware of the offending conduct planned or put into effect by other undertakings in pursuit of the same

147 See joint cases T-25/95, T 26/95, T-30/95 to T-32/95, T-34/95 to T-39/95, T-42/95 to T-46/95, T-48/95, T-50/95 to T-65/95, T 68/95 to T-71/95, T-87/95, T-88/95, T-103/95 and T-104/95, *Cimenteries CBR v Commission*, EU:T:2000:77, paragraph 3699.

148 See case C-49/92 P, *Commission v Anic Partecipazioni*, EU:C:1999:356, paragraph 81.

149 See joint 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*, EU:C:2004:6, paragraph 25.

150 See case C-49/92 P, *Commission v Anic Partecipazioni*, EU:C:1999:356, paragraph 79.

151 See case C-49/92 P, *Commission v Anic Partecipazioni*, EU:C:1999:356, paragraph 80.

objectives or that it could reasonably have foreseen it and was prepared to take the risk.[152]

(230) An undertaking may thus have participated directly in all the forms of anti-competitive conduct comprising the single and continuous infringement, in which case the Commission is entitled to attribute liability to it in relation to that conduct as a whole and, therefore, in relation to the infringement as a whole. Equally, the undertaking may have participated directly in only some of the forms of anti-competitive conduct comprising the single and continuous infringement but have been aware of all the other unlawful conduct planned or put into effect by the other participants in the cartel in pursuit of the same objectives, or could reasonably have foreseen that conduct and have been prepared to take the risk. In such cases, the Commission is also entitled to attribute liability to that undertaking in relation to all the forms of anti-competitive conduct comprising such an infringement and, accordingly, in relation to the infringement as a whole.[153]

(231) The fact that the undertaking concerned did not participate directly in all the constituent elements of the infringement does not relieve it of responsibility for the infringement of Article 101(1) of the Treaty and of Article 53(1) of the EEA Agreement. Such a circumstance may nevertheless be taken into account when assessing the gravity of the infringement which it is found to have committed. Such a conclusion is not therefore contrary to the principle that responsibility for such infringements is personal in nature, it does not ignore the individual analysis of the incriminating evidence and it does not breach the rights of defence of the undertakings involved.[154]

(232) On the other hand, if an undertaking has directly taken part in one or more of the forms of anti-competitive conduct comprising a single and continuous infringement, but it has not been shown that that undertaking intended, through its own conduct, to contribute to all the common objectives pursued by the other participants in the cartel and that it was aware of all the other offending conduct planned or put into effect by those other participants in pursuit of the same objectives, or that it could reasonably have foreseen all that conduct and was prepared to take the risk, the Commission is entitled to attribute to that undertaking liability only for the conduct in which it had participated directly and for the conduct planned or put into effect by the other participants, in pursuit of the same objectives as those pursued by the undertaking itself, where it has been shown that the undertaking was aware of that conduct or was able reasonably to foresee it and was prepared to take the risk.[155]

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152 See cases C-49/92 P, *Commission v Anic Partecipazioni*, EU:C:1999:356, paragraph 83, C-293/13 P and C 294/13 P, *Fresh Del Monte Produce v Commission and Commission v Fresh Del Monte Produce*, EU:C:2015:416, paragraph 157 and C-441/11 P, *Commission v Verhuizingen Coppens*, EU:C:2012:778, paragraph 42.

153 See cases C-441/11 P, *Commission v Verhuizingen Coppens*,EU:C:2012:778, paragraph 43, C-293/13 P and C 294/13 P, *Fresh Del Monte Produce v Commission and Commission v Fresh Del Monte Produce*,EU:C:2015:416, paragraph 158, 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*,EU:C:2004:6, paragraph 83 (and the case law referred to therein), C-49/92 P, *Commission v Anic Partecipazioni*,EU:C:1999:356, paragraph 87 and T-208/06, *Quinn Barlo and others v Commission*,EU:T:2011:701, paragraph 128.

154 See cases T 101/05 and T-111/05, *BASF and UCB v Commission*, EU:T:2007:380, paragraph 160.

155 See cases C 441/11 P, *Commission v Verhuizingen Coppens*, EU:C:2012:778, paragraph 44; C-293/13 P and C-294/13 P, *Fresh Del Monte Produce v Commission and Commission v Fresh Del Monte Produce*, EU:C:2015:416, paragraph 159.

5.2.4.2. Application to this case

(233) The Commission considers that i) the agreements and concerted practices of the Parties and ii) the series of decisions of ACEA constitute a single and continuous infringement of Article 101(1) of the Treaty and Article 53(1) of the EEA Agreement.

(234) This conduct had the single economic aim of restricting or preventing competition. The conduct related to one product, Vehicles which became ELVs, and to the same geographical scope, the entire EEA, throughout the duration of the contacts. It involved the same undertakings for the period of their respective participation, as described in Section 4.

5.2.4.2.1. On the existence of an overall plan to pursue a single anti-competitive aim

5.2.4.2.1.1. Single anti-competitive aim

(235) The conduct of the Parties between 29 May 2002 and 4 September 2017, which is described in Section 4, was part of an overall plan pursuing a common objective, which was to treat ELV Matters in the context of the adoption, entry into force and subsequent implementation of the ELV Directive as a non-competitive issue.

(236) The Parties expressed their joint intention to behave on the market in a certain way and to adhere to a common plan to align their individual conduct on the above matters.

(237) The single overarching aim of both the Zero-Treatment-Cost-related conduct and the conduct related to advertising Recoverability beyond regulatory requirements and advertising the use of recyclates was to restrict competition between the Parties on ELV Matters in the context of the adoption, entry into force and subsequent implementation of the ELV Directive.

5.2.4.2.1.2. A common pattern of collusive conduct and operational stability underpinned the overall plan

(238) The Parties' collusion on ELV Matters took place through regular meetings at different levels, organised both inside and outside the ACEA context. Further to ACEA's "WG-RG", an (initially informal) sub-group thereof dealt specifically with certain ELV issues. In addition, there were workshops bringing the Parties together as well as regular conference calls (the "Country Audios"). Minutes were drawn up of the meetings, workshops and conference calls and circulated to the Parties.[156] WG-RG's activities while concerning the EEA market extended beyond ACEA membership as it exchanged information […] which comprised, at the time of the relevant meetings, of manufacturers which were not members of ACEA. It aimed to hold five meetings per year, which included two meetings with […] and one strategy meeting.

(239) This coordination between the Parties concerned strategic orientations with an EEA-wide scope. In addition, the Parties also coordinated closely on ELV developments at Member State level. This national coordination concerned in particular Zero-Treatment-Cost in Member States with individual systems and also took place, at least in part, under the auspices of ACEA's WG-RG group.

156 See section 4.1.

(240) The agreement to align the position on the remuneration to be paid to the Authorised Treatment Facilities (the Zero-Treatment-Cost strategy) and the agreement not to compete both in advertising Recoverability beyond regulatory requirements and in advertising the use of recyclates largely overlapped in time.[157]

(241) Several of the collusive contacts and meetings between the Parties concerned both aspects: the Zero-Treatment-Cost strategy and the non-advertising of Recoverability beyond regulatory requirements and the non-advertising of the use of recyclates. Exchanges and meetings in relation to the ELV Charta concerned both Zero-Treatment-Cost (with reference to self-sustainable networks) and the agreement not to compete both in advertising Recoverability beyond regulatory requirements and in advertising the use of recyclates (with reference to avoiding a competitive race), reveal the Parties' overarching understanding that ELV Matters were non-competitive issues.[158] Several other exchanges and/or meetings also concerned both aspects.[159] Various contemporaneous documents suggest a holistic strategy on these ELV Matters.[160]

5.2.4.2.2. On the contribution of the undertakings participating in the overall plan

(242) The direct and active participation in the meetings and other relevant contacts show that all Parties, including ACEA, intended to contribute to the overall plan to restrict competition on ELV Matters. Representatives of all Parties participated in discussions, arrangements and understandings that ELV Matters would be seen as non-competitive issues between them. They were involved in the preparation of the meetings, actively contributed to the meetings, and stayed in touch for any issues that arose in the course of implementing their agreements.

(243) Based on this, the Commission considers that all Parties intended to contribute to the overall plan.

(244) As established in Section 4, representatives of numerous Parties participated in a first meeting on 29 May 2002 in which they agreed that ELV Matters were to be non-competitive issues, and all Parties participated in subsequent meetings and exchanges that confirmed this overarching agreement (be it by reference to the ELV Charta, to the Zero-Treatment Cost strategy, or to the agreement not to compete both in advertising Recoverability beyond regulatory requirements and in advertising the use of recyclates). These meetings and exchanges covered both aspects of the overarching agreement as well as specific issues that arose in the context of their implementation in various Member States.

(245) Not all Parties participated in all meetings or contacts. However, non-participating Parties were usually made aware of the content and conclusions of the meetings by receiving agendas and minutes of the meetings either from ACEA or from other participants. Even if certain Parties were not informed about certain meetings and contacts, they were aware (or should have been aware) of the agreements and concreted practices which established the single and continuous infringement or could reasonably have foreseen that conduct and were prepared to take the risk.

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157 See section 4.4.

158 See section 4.3.

159 See paragraphs (152), (167), (169), (177) and (181).

160 See paragraph (152). ID […].

(246) ACEA participated in and was aware (or should have been aware) of the coordination between the Parties from the beginning of the collusive contacts, on 29 May 2002, until the end, on 4 September 2017, given that the Parties' conduct took place under the auspices of ACEA throughout the infringement.

(247) The fact that ACEA had a different role than Producers in the infringement does not alter the conclusion about its participation. Neither does the fact that ACEA was not active on the markets to which the infringement relates. According to settled case law, engaging in activities that further anti-competitive practices between the undertakings, serving as a conduit for collusive communications or facilitating the attainment of a cartel is enough to share responsibility for the overall conduct.[161]

(248) By serving as a forum for communications and by promoting the ELV Charta, ACEA contributed to the anti-competitive objectives pursued by the (other) Parties and played a role in their attainment. ACEA's conduct amounts to facilitation and active participation in the anti-competitive agreements and/or concerted practices and their implementation.

5.2.5. Effect upon trade between Member States and between EEA Contracting Parties

5.2.5.1. Principles

(249) Article 101(1) of the Treaty prohibits agreements or concerted practices, which could jeopardise the realisation of the internal market within the European Union by partitioning national markets or distorting competition in the internal market. Similarly, Article 53(1) of the EEA Agreement covers agreements or concerted practices, which jeopardise the achievement of a single European Economic Area or distort competition within the EEA.

(250) According to settled case law, "in order that an agreement between undertakings may affect trade between Member States, it must be possible to foresee with a sufficient degree of probability, on the basis of a set of objective factors of law or of fact, that [it] may have an influence, direct or indirect, actual or potential, on the pattern of trade between Member States in such a way as to cause concern that [it] might hinder the attainment of a single market between Member States".[162] Article 101 of the Treaty does not require that the agreements or concerted practices referred to therein must actually have an appreciable effect on trade between Member States, but merely requires proof that they are capable of having such an effect.[163]

(251) However, the application of Article 101 of the Treaty and Article 53 of the EEA Agreement to a cartel is not limited to that part of sales that actually involve the transfer of goods to another Member State or to another contracting party to the EEA Agreement. Nor is it necessary, in order for these 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.[164]

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161 Case T-99/04 *AC Treuhand v Commission*, EU:T:2008:256 , paragraphs 112-138; Case T-27/10, *AC-Treuhand v Commission*, EU:T:2014:59, paragraphs 43-47.

162 See Cases C-56/65 *Société Technique Minière*, EU:C:1966:38, paragraph 7, C-42/84 *Remia*, EU:C:1985:327, paragraph 22 and C-306/96 *Javico v Yves Saint Laurent Parfums*,EU:C:1998:173, paragraph 16.

163 See Case C-219/95 P *Ferriere Nord v Commission*, EU:C:1997:375, paragraph 19.

164 See Case T-13/89 *ICI v Commission*, T-13/89, EU:T:1992:35, paragraph 304.

5.2.5.2. Application to this case

(252) The agreement to treat ELV Matters as "non-competitive" issues affected trade across the EEA. The Parties sold Vehicles, and the Parties had to take back and recover ELVs of their brands across the entire EEA. The ELV Directive applies in the entire EEA.

(253) The coordination between the Parties was therefore capable of having an appreciable effect on trade between Member States of the EU and between Contracting Parties of the EEA Agreement.

5.2.6. Conclusion

(254) In light of the above, the conduct of ACEA, BMW, Ford, Honda, Hyundai/Kia, Jaguar Land Rover, Mazda, Mercedes-Benz, Mitsubishi, Opel, Renault/Nissan, Stellantis, Suzuki, Toyota, Volkswagen and Volvo constitutes a single and continuous infringement prohibited by Article 101(1) of the Treaty and Article 53(1) of the EEA Agreement. The finding of the infringement covers the EEA excluding the UK for the entire period.

5.2.7. Non-applicability of Article 101(3) of the Treaty

5.2.7.1. Principles

(255) In accordance with Article 101(3) of the Treaty and Article 53(3) of the EEA Agreement, the provisions of Article 101(1) of the Treaty and Article 53(1) of the EEA Agreement may be declared inapplicable to agreements or concerted practices, which contribute to improving the production or distribution of goods or to promoting technical or economic progress, while allowing consumers a fair share of the resulting benefit, without imposing on the undertakings concerned restrictions which are not indispensable to the attainment of those objectives or without creating opportunities to eliminate competition in respect of a substantial part of the products in question.

5.2.7.2. Application to this case

(256) On the basis of the facts in the Commission's file, there is no indication that the conditions for exemption pursuant to Article 101(3) of the Treaty and Article 53(3) of the EEA Agreement could be fulfilled in this case.

6. DURATION OF PARTIES' PARTICIPATION IN THE INFRINGEMENT

(257) The Commission finds that the participation of the Parties in the infringement is as follows:

Table 1 - Duration

Undertaking	Participation in the infringement Starting date	Participation in the infringement End date
BMW	29 May 2002	4 September 2017
Ford	29 May 2002	4 September 2017
Honda	29 May 2002	4 September 2017

Hyundai / Kia	2 March 2006	4 September 2017
Jaguar Land Rover **Tata as parent**	23 September 2008 23 September 2008	4 September 2017 4 September 2017
Mazda **Ford as parent**	13 September 2006 13 September 2006	4 September 2017 18 November 2008
Mercedes Benz	29 May 2002	4 September 2017
Mitsubishi	29 May 2002	4 September 2017
Opel **General Motors as parent**	29 May 2002 10 July 2009	4 September 2017 31 July 2017
Renault / Nissan	29 May 2002	4 September 2017
Stellantis	29 May 2002	4 September 2017
Suzuki	29 May 2002	4 September 2017
Toyota	29 May 2002	4 September 2017
Volkswagen	29 May 2002	4 September 2017
Volvo **Ford as parent** **Geely as parent**	29 May 2002 29 May 2002 3 August 2010	4 September 2017 2 August 2010 4 September 2017
ACEA	29 May 2002	4 September 2017

7. LIABILITY

7.1. Principles

(258) Article 101(1) of the Treaty refers to the activities of undertakings. The concept of an undertaking covers any entity engaged in an economic activity, regardless of its legal status and the way in which it is financed. The concept of an undertaking, in that same context, must be understood as designating an economic unit even if in law that economic unit consists of several persons, natural or legal.

(259) When such an economic entity infringes Article 101(1) of the Treaty, it falls, according to the principle of personal responsibility, to that entity to answer for that infringement.

(260) The conduct of a subsidiary may be imputed to its parent company in particular where, although having a separate legal personality, that subsidiary does not decide independently upon its own conduct on the market, but carries out, in all material respects, the instructions given to it by the parent company, having regard in particular to the economic, organisational and legal links between those two legal entities. That is the case because, in such a situation, the parent company and its

subsidiary form a single economic unit and therefore form a single undertaking within the meaning of Article 101(1) of the Treaty, which enables the Commission to address a decision imposing fines to the parent company, without having to establish the personal involvement of the latter in the infringement.[165]

(261) In those cases where a parent company holds all or almost all of the capital in a subsidiary which has committed an infringement of Article 101(1) of the Treaty, there is a rebuttable presumption that the parent company does in fact exercise a decisive influence over the conduct of its subsidiary. In those circumstances, it is sufficient for the Commission to demonstrate that the subsidiary is wholly owned by the parent company in order to presume that the parent company exercises a decisive influence over the commercial policy of the subsidiary. The Commission will then be able to regard the parent company as jointly and severally liable for the payment of the fine imposed on its subsidiary.[166]

(262) Where several legal entities may be held liable for participation in an infringement of one and the same undertaking, they must be regarded as jointly and severally liable for that infringement.

(263) For the purposes of imposing fines, the infringement must be imputed unequivocally to a legal person on which fines may be imposed and the Decision must be addressed to that person.

7.2. Application to this case

(264) Having regard to the body of evidence and the facts described in paragraphs (135) to (186), the clear and unequivocal acknowledgements by the Parties in their settlement submissions of the facts and the legal qualification thereof, the Commission imputes liability to the following legal entities for the above described single and continuous infringement of Article 101(1) of the Treaty and Article 53(1) of the EEA Agreement.

7.2.1. BMW

(265) For BMW's participation in the infringement, the Commission holds BMW AG liable.

(266) BMW AG has clearly and unequivocally acknowledged liability for its direct participation in the infringement from 29 May 2002 to 4 September 2017.

(267) The Commission, therefore, imputes liability for the infringement to BMW AG for its direct participation from 29 May 2002 to 4 September 2017.

7.2.2. Ford

(268) For Ford's participation in the infringement, the Commission holds liable:

(a) Ford-Werke GmbH

(b) Ford Motor Company

(269) Ford-Werke GmbH has clearly and unequivocally acknowledged liability for its direct participation in the infringement from 29 May 2002 to 4 September 2017.

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165 See Case C-97/08 P, *Akzo Nobel NV and others v Commission*, EU:C:2009:536, paragraphs 58-59; Case T-455/14, *Pirelli & C.SpA v Commission*, EU:T:2018:450, paragraphs 66-67.

166 Case C-595/18 P, *The Goldman Sachs Group Inc v Commission*, EU:C:2021:73, paragraphs 31-32.

(270) Ford Motor Company has clearly and unequivocally acknowledged that it is jointly and severally liable from 29 May 2002 to 4 September 2017 as the parent company holding indirectly 100% of the shares in Ford-Werke GmbH during this period. Ford Motor Company is presumed to have exercised decisive influence over Ford-Werke GmbH in that period.

(271) The Commission, therefore, imputes liability for the infringement to Ford-Werke GmbH and Ford Motor Company as follows: jointly and severally to Ford-Werke GmbH (for its direct participation 29 May 2002 to 4 September 2017) and to Ford Motor Company (from 29 May 2002 to 4 September 2017 as the indirect ultimate parent of Ford during this period).

7.2.3. Honda

(272) For Honda's participation in the infringement, the Commission holds liable:

(a) Honda Motor Europe Limited.

(b) Honda Motor Co., Ltd.

(273) Honda Motor Europe Limited. has clearly and unequivocally acknowledged liability for its direct participation in the infringement from 29 May 2002 to 4 September 2017.

(274) Honda Motor Co., Ltd. has clearly and unequivocally acknowledged that it is jointly and severally liable from 29 May 2002 to 4 September 2017 as the parent company holding directly 100% of the shares in Honda Motor Europe Limited. during the infringement period. Honda Motor Co., Ltd. is presumed to have exercised decisive influence over Honda Motor Europe Limited. in that period.

(275) The Commission, therefore, imputes liability for the infringement to Honda Motor Europe Limited. and Honda Motor Co., Ltd. as follows: jointly and severally to Honda Motor Europe Limited. (for its direct participation 29 May 2002 to 4 September 2017) and to Honda Motor Co., Ltd. (from 29 May 2002 to 4 September 2017 as the direct ultimate parent of Honda).

7.2.4. Hyundai/Kia

(276) For Kia and Hyundai's participation in the infringement, the Commission holds liable:

(a) Kia Europe GmbH

(b) Kia Corporation

(c) Hyundai Motor Europe GmbH

(d) Hyundai Motor Europe Technical Center GmbH

(e) Hyundai Motor Company

(277) Kia Europe GmbH has clearly and unequivocally acknowledged liability for its direct participation in the infringement from 2 March 2006 to 4 September 2017.

(278) Kia Corporation has clearly and unequivocally acknowledged that it is jointly and severally liable from 2 March 2006 to 4 September 2017 as the parent company holding directly 100% of the shares in Kia Europe GmbH during the infringement period. Kia Corporation is presumed to have exercised decisive influence over Kia Europe GmbH in that period.

(279) Hyundai Motor Company has clearly and unequivocally acknowledged that it is jointly and severally liable from 2 March 2006 to 4 September 2017 as the parent

company holding indirectly between 38.67% and 33.88% of the shares in Kia Corporation during the infringement period which in turn controlled Kia Europe GmbH during the same period. Hyundai Motor Company acquired the ability to exercise decisive influence over Kia Corporation following their merger in 1999 and has maintained such ability until today.[167] Therefore, Hyundai Motor Company exercised decisive influence over Kia Corporation in that period, and through Kia Corporation over Kia Europe GmbH.

(280) Hyundai Motor Europe GmbH and Hyundai Motor Europe Technical Center GmbH have clearly and unequivocally acknowledged liability for their direct participation in the infringement from 2 March 2006 to 4 September 2017.

(281) Hyundai Motor Company has clearly and unequivocally acknowledged that it is jointly and severally liable from 2 March 2006 to 4 September 2017 as the parent company holding directly 100% of the shares in Hyundai Motor Europe GmbH and Hyundai Motor Europe Technical Center GmbH during the infringement period. Hyundai Motor Company is presumed to have exercised decisive influence over Hyundai Motor Europe GmbH and Hyundai Motor Europe Technical Center GmbH in that period.

(282) The Commission, therefore, imputes liability for the infringement to Kia Europe GmbH, Kia Corporation, Hyundai Motor Europe GmbH, Hyundai Motor Europe Technical Center GmbH and Hyundai Motor Company as follows: jointly and severally to Kia Europe GmbH (for its direct participation from 2 March 2006 to 4 September 2017), to Hyundai Motor Europe GmbH (for its direct participation from 2 March 2006 to 4 September 2017), to Hyundai Motor Europe Technical Center GmbH (for its direct participation from 2 March 2006 to 4 September 2017), to Kia Corporation (from 2 March 2006 to 4 September 2017 as the parent of Kia Europe GmbH) and to Hyundai Motor Company (from 2 March 2006 to 4 September 2017 as the indirect ultimate parent of Hyundai and Kia).

7.2.5. Jaguar Land Rover

(283) For Jaguar Land Rover's participation in the infringement, the Commission holds liable:

(a) Jaguar Land Rover Holdings Limited

(b) Jaguar Land Rover Limited

(c) Tata Motors Limited

(284) Jaguar Land Rover Holdings Limited has clearly and unequivocally acknowledged liability for its direct participation in the infringement from 23 September 2008 to 31 December 2012.

(285) Jaguar Land Rover Limited has clearly and unequivocally acknowledged liability for its direct participation in the infringement from 1 January 2013 to 4 September 2017. Tata Motors Limited has clearly and unequivocally acknowledged that it is jointly and severally liable from 23 September 2008 to 4 September 2017 as the parent company holding indirectly 100% of the shares in Jaguar Land Rover Holdings Limited and Jaguar Land Rover Limited during this period. Tata Motors Limited is

[167] See Commission Decisions in M.1406 – Hyundai/Kia; M.6066 Kia Motors Europe/Kia Motor SpA; M.8783 Repsol/Kia/JV; and M.9572 BMW/Daimler/Ford/Porsche/Hyundai/Kia/Ionity.

presumed to have exercised decisive influence over Jaguar Land Rover Holdings Limited and Jaguar Land Rover Limited in that period.

(286) The Commission, therefore, imputes liability for the infringement to Jaguar Land Rover Holdings Limited and Jaguar Land Rover Limited and Tata Motors Limited as follows:

(287) For the period 23 September 2008 to 31 December 2012, jointly and severally to Jaguar Land Rover Holdings Limited (for its direct participation from 23 September 2008 to 31 December 2012) and to Tata Motors Limited (from 23 September 2008 to 31 December 2012 as the indirect ultimate parent of Jaguar Land Rover Holdings Limited during this period).

(288) For the period 1 January 2013 to 4 September 2017, jointly and severally to Jaguar Land Rover Limited (for its direct participation from 1 January 2013 to 4 September 2017) and to Tata Motors Limited (from 1 January 2013 to 4 September 2017 as the indirect ultimate parent of Jaguar Land Rover Limited during this period).

7.2.6. Mazda

(289) For Mazda's participation in the infringement, the Commission holds liable:

(a) Mazda Motor Europe GmbH

(b) Mazda Motor Corporation

(c) Ford Motor Company

(290) Mazda Motor Europe GmbH has clearly and unequivocally acknowledged liability for its direct participation in the infringement from 13 September 2006 to 4 September 2017.

(291) Mazda Motor Corporation has clearly and unequivocally acknowledged that it is jointly and severally liable from 13 September 2006 to 4 September 2017 as the parent company holding indirectly 100% of the shares in Mazda Motor Europe GmbH during this period. Mazda Motor Corporation is presumed to have exercised decisive influence over Mazda Motor Europe GmbH in that period.

(292) Ford Motor Company has clearly and unequivocally acknowledged that it is jointly and severally liable from 13 September 2006 to 18 November 2008 as the parent company holding indirectly 33.4% of the shares in Mazda Motor Corporation and Mazda Motor Europe GmbH during this period. Ford also had the right to nominate the president of Mazda Motor Corporation who presides over and directs the meetings of the executive committee, which effectively managed the business of the company. […]. Ford Motor Company therefore exercised decisive influence over Mazda Motor Corporation and Mazda Motor Europe GmbH in that period.

(293) The Commission, therefore, imputes liability for the infringement to Mazda Motor Europe GmbH, Mazda Motor Corporation and Ford Motor Company as follows: jointly and severally to Mazda Motor Europe GmbH (for its direct participation from 13 September 2006 to 18 November 2008), to Mazda Motor Corporation (from 13 September 2006 to 18 November 2008 as the parent of Mazda during this period) and to Ford Motor Company (from 13 September 2006 to 18 November 2008 as the indirect ultimate parent of Mazda during this period) as well as jointly and severally to Mazda Motor Europe GmbH (for its direct participation from 19 November 2008 to 4 September 2017) and to Mazda Motor Corporation (from 19 November 2008 to 4 September 2017 as the parent of Mazda Motor Europe GmbH during this period).

7.2.7. Mercedes-Benz

(294) For Mercedes-Benz Group AG's participation in the infringement (during the infringement period named DaimlerChrysler AG and then Daimler AG), the Commission holds Mercedes-Benz Group AG liable.

(295) Mercedes-Benz Group AG has clearly and unequivocally acknowledged liability for its direct participation in the infringement from 29 May 2002 to 4 September 2017

(296) The Commission, therefore, imputes liability for the infringement to Mercedes-Benz Group AG for its direct participation from 29 May 2002 to 4 September 2017.

7.2.8. Mitsubishi

(297) For Mitsubishi's participation in the infringement, the Commission holds liable:

(a) Mitsubishi Motors Europe B.V.

(b) Mitsubishi Motor R&D Europe GmbH

(c) Mitsubishi Motors Corporation

(298) Mitsubishi Motors Europe B.V. and Mitsubishi Motor R&D Europe GmbH have clearly and unequivocally acknowledged liability for their direct participation in the infringement from 29 May 2002 to 4 September 2017.

(299) Mitsubishi Motors Corporation has clearly and unequivocally acknowledged that it is jointly and severally liable from 29 May 2002 to 4 September 2017 as the parent company holding indirectly 100% of the shares in Mitsubishi Motors Europe B.V. and Mitsubishi Motor R&D Europe GmbH during the infringement period. Mitsubishi Motors Corporation is presumed to have exercised decisive influence over Mitsubishi Motors Europe B.V. and Mitsubishi Motor R&D Europe GmbH in that period.

(300) Between 20 October 2016 and 7 November 2024, Nissan owned 34% of shares in Mitsubishi Motors which gave Nissan negative sole control over MMC. However, the Commission has no indications that Nissan had decisive influence over MMC between 20 October 2016 and 4 September 2017. Since 8 November 2024, Nissan has owned less than 34% of the shares in MMC.

(301) The Commission, therefore, imputes liability for the infringement to Mitsubishi Motors Europe B.V., Mitsubishi Motor R&D Europe GmbH and Mitsubishi Motors Corporation, as follows: jointly and severally to Mitsubishi Motors Europe B.V. (for its direct participation from 29 May 2002 to 4 September 2017), to Mitsubishi Motor R&D Europe GmbH (for its direct participation from 29 May 2002 to 4 September 2017), and Mitsubishi Motors Corporation (from 29 May 2002 to 4 September 2017 as the indirect ultimate parent of Mitsubishi Motors Europe B.V. and Mitsubishi Motor R&D Europe GmbH).

7.2.9. Opel and General Motors

(302) For Opel's participation in the infringement, the Commission holds liable:

(a) Opel Automobile GmbH

(b) General Motors Company

(303) Opel Automobile GmbH has clearly and unequivocally acknowledged liability for the direct participation in the infringement from 1 August 2017 until 4 September 2017 as well as in the period from 29 May 2002 until 31 July 2017 as the economic successor of the directly participating Adam Opel AG and Adam Opel GmbH.

(304) General Motors Company has clearly and unequivocally acknowledged that it is jointly and severally liable from 10 July 2009 to 31 July 2017 as the parent company holding indirectly 100% of the shares in Adam Opel AG and Adam Opel GmbH during this period. General Motors Company is presumed to have exercised decisive influence over Adam Opel AG and Adam Opel GmbH in that period. General Motors Company was created in the context of bankruptcy proceedings on 10 July 2009 and will not be held liable for Opel's direct participation in the infringement prior to that date. Economic succession cannot be established between the prior ultimate parent (General Motors Corporation) and General Motors Company because the prior parent continued to exist, economically and legally until 2021, and the transfer of assets did not happen within one undertaking, but in the framework of insolvency proceedings to completely new owners.

(305) The Commission, therefore, imputes liability for the infringement to Opel Automobile GmbH and General Motors Company as follows: solely to Opel Automobile GmbH (for its direct participation 29 May 2002 to 9 July 2009 and from 1 August 2017 until 4 September 2017) and jointly and severally to Opel Automobile GmbH (for its direct participation from 10 July 2009 until 31 July 2017) and General Motors Company (from 10 July 2009 until 31 July 2017 as the indirect ultimate parent of Opel during this period).

7.2.10. Renault/Nissan

(306) For Renault and Nissan's participation in the infringement, the Commission holds liable:

(a) Nissan Motor Manufacturing (UK) Limited

(b) Nissan Automotive Europe SAS

(c) Nissan Motor Co. Ltd.

(d) Renault s.a.s.

(e) Renault SA.

(307) Nissan Motor Manufacturing (UK) Limited and Renault s.a.s. have clearly and unequivocally acknowledged liability for their direct participation in the infringement from 29 May 2002 to 4 September 2017.

(308) Nissan Automotive Europe SAS has clearly and unequivocally acknowledged that it is jointly and severally liable from 29 May 2002 to 4 September 2017 as the parent company holding directly 100% of the shares in Nissan Motor Manufacturing (UK) Limited during this period. Nissan Automotive Europe SAS is presumed to have exercised decisive influence over Nissan Motor Manufacturing (UK) Limited in that period.

(309) Nissan Motor Co. Ltd has clearly and unequivocally acknowledged that it is jointly and severally liable from 29 May 2002 to 4 September 2017 as the parent company holding indirectly 100% of the shares in Nissan Automotive Europe SAS and Nissan Motor Manufacturing (UK) Limited during this period. Nissan Motor Co. Ltd is presumed to have exercised decisive influence over Nissan Automotive Europe SAS and Nissan Motor Manufacturing (UK) Limited in that period.

(310) The relationship between Renault and Nissan has been governed by a so called "Alliance" since March 1999, through which Renault has de facto control over Nissan. Gradual extensions of the initial 36,8% shareholding led to a 43,4% ownership of shares in Nissan. At the same time, Nissan owns 15% of shares in

Renault. In view of the strong links between Renault and Nissan during the "Alliance" period, Renaut and Nissan are qualified as one and the same undertaking.[168] In November 2023, a new Alliance agreement between Nissan and Renault took effect which resulted in Nissan and Renault now having a cross-shareholding of 15%. It appears that Renault and Nissan are to be qualified as separate undertakings under the new Alliance agreement, but there is no need to take a final position on this.

(311) The Commission, therefore, imputes joint and several liability for the infringement from 29 May 2002 to 4 September 2017 to Renault s.a.s. (for its direct participation) and to Renault SA as the ultimate parent company of Renault, to Nissan Motor Manufacturing (UK) Limited (for its direct participation), to Nissan Automotive Europe SAS (as the direct parent of Nissan Motor Manufacturing (UK) Limited) and to Nissan Motor Corp. Ltd and as ultimate indirect parent of Nissan Automotive Europe SAS and Nissan Motor Manufacturing (UK) Limited.

7.2.11. Stellantis

(312) For Fiat's, FCA's and Groupe PSA's participation in the infringement, the Commission holds Stellantis N.V. liable.

(313) Stellantis N.V. has clearly and unequivocally acknowledged liability for Fiat's, FCA's and Groupe PSA's direct participation in the infringement from 29 May 2002 to 4 September 2017. FCA is the legal and economic successor of Fiat, and Stellantis N.V. is the legal and economic successor of Groupe PSA and FCA which merged in 2021.

(314) The Commission, therefore, imputes liability for the infringement to Stellantis N.V. from 29 May 2002 to 4 September 2017.

7.2.12. Suzuki

(315) For Suzuki's participation in the infringement, the Commission holds Suzuki Motor Corporation liable.

(316) Suzuki Motor Corporation has clearly and unequivocally acknowledged liability for its direct participation in the infringement from 29 May 2002 to 4 September 2017.

(317) The Commission, therefore, imputes liability for the infringement to Suzuki Motor Corporation for its direct participation from 29 May 2002 to 4 September 2017.

7.2.13. Toyota

(318) For Toyota's participation in the infringement, the Commission holds liable:

(a) Toyota Motor Europe NV/SA

(b) Toyota Motor Corporation

(319) Toyota Motor Europe NV/SA has clearly and unequivocally acknowledged liability for its direct participation in the infringement from 29 May 2002 to 4 September 2017.

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[168] Renault and Nissan set up a Global Alliance Committee in charge of the strategic questions regarding their Alliance Agreement that provides for the creation of a transnational organisation and defines the global strategy of the new entity. This Committee was composed of 12 senior executives: 6 from Renault and 6 from Nissan. Nissan and Renault also set up Cross Companies Teams in order to maximize the synergies arising out of their Alliance.

(320) Toyota Motor Corporation has clearly and unequivocally acknowledged that it is jointly and severally liable from 29 May 2002 to 4 September 2017 as the parent company holding indirectly 100% of the shares in Toyota Motor Europe NV/SA during the infringement period. Toyota Motor Corporation is presumed to have exercised decisive influence over Toyota Motor Europe NV/SA in that period.

(321) The Commission, therefore, imputes liability for the infringement to Toyota Motor Europe NV/SA and Toyota Motor Corporation as follows: jointly and severally to Toyota Motor Europe NV/SA (for its direct participation 29 May 2002 to 4 September 2017) and Toyota Motor Corporation (from 29 May 2002 to 4 September 2017 as the indirect ultimate parent of Toyota).

7.2.14. Volkswagen

(322) For Volkswagen's participation in the infringement, the Commission holds Volkswagen AG liable.

(323) Volkswagen AG has clearly and unequivocally acknowledged liability for its direct participation in the infringement from 29 May 2002 to 4 September 2017.

(324) The Commission, therefore, imputes liability for the infringement to Volkswagen AG for its direct participation from 29 May 2002 to 4 September 2017.

7.2.15. Volvo

(325) For Volvo's participation in the infringement, the Commission holds liable:

(a) Volvo Car Corporation

(b) Ford Motor Company

(c) Zhejiang Geely Holding Group Co., Ltd

(326) Volvo Car Corporation has clearly and unequivocally acknowledged liability for its direct participation in the infringement from 29 May 2002 to 4 September 2017.

(327) Ford Motor Company has clearly and unequivocally acknowledged that it is jointly and severally liable from 29 May 2002 to 2 August 2010 as the parent company holding indirectly 100% of the shares in Volvo Car Corporation during this period. Ford Motor Company is presumed to have exercised decisive influence over Volvo Car Corporation in that period.

(328) Zhejiang Geely Holding Group Co., Ltd has clearly and unequivocally acknowledged that it is jointly and severally liable from 3 August 2010 to 4 September 2017 as the parent company holding indirectly 100% of the shares in Volvo Car Corporation during this period. Zhejiang Geely Holding Group Co., Ltd is presumed to have exercised decisive influence over Volvo Car Corporation in that period.

(329) The Commission, therefore, imputes liability for the infringement to Volvo Car Corporation, Ford Motor Company and Zhejiang Geely Holding Group Co., Ltd as follows: jointly and severally to Volvo Car Corporation (for its direct participation from 29 May 2002 to 2 August 2010) and to Ford Motor Company (from 29 May 2002 to 2 August 2010 as the indirect ultimate parent of Volvo during this period), as well as to Volvo Car Corporation (for its direct participation from 3 August 2010 to 4 September 2017) and to Zhejiang Geely Holding Group Co., Ltd (from 3 August 2010 to 4 September 2017 as the indirect ultimate parent of Volvo Car Corporation during this period).

7.2.16. ACEA

(330) For ACEA's participation in the infringement, the Commission holds ACEA liable.

(331) ACEA has clearly and unequivocally acknowledged liability for its direct participation in the infringement from 29 May 2002 to 4 September 2017.

(332) The Commission, therefore, imputes liability for the infringement to ACEA for its direct participation from 29 May 2002 to 4 September 2017.

8. REMEDIES

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

(333) 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 and associations of undertakings concerned to bring such infringement to an end in accordance with Article 7 of Regulation 1/2003.

(334) Given the gravity of the infringement, which is the object of this Decision, the Commission requires the Addressees of this Decision to refrain from any agreement, concerted practice or decision of an association which may have the same or a similar object or effect.

8.2. Article 23(2) of Regulation No 1/2003

(335) Pursuant to Article 23(2)(a) of Regulation No 1/2003 and Article 5 of Council Regulation (EC) No 2894/94 of 28 November 1994 concerning arrangements for implementing the Agreement on the European Economic Area[169], the Commission may by decision impose on undertakings fines where, either intentionally or negligently, they infringe Article 101 of the Treaty and/or Article 53 of the EEA Agreement. For each undertaking participating in the infringement, the fine shall not exceed 10% of its total turnover in the preceding business year.

(336) In this case, the Commission considers that, based on the facts described in this Decision and the assessment contained above, the infringement has been committed intentionally or at least negligently.

(337) It is therefore appropriate for the Commission to impose fines on the Addressees.

(338) Pursuant to Article 23(3) of Regulation No 1/2003, in fixing the amount of any fine, regard shall be had both to the gravity and to the duration of the infringement. In setting the fines to be imposed, the Commission refers to the principles laid down in its Guidelines on the method of setting fines imposed pursuant to Article 23(2)(a) of Regulation No 1/2003[170] (hereafter, "the Guidelines on fines").

(339) 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.

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169 OJ L 305/6, 30.11.1994.

170 Guidelines on the method of setting fines imposed pursuant to Article 23(2)(a) of Regulation No 1/2003, OJ C 210, 1.9.2006, p. 2.

(340) In assessing the fines to be imposed on each undertaking, the Commission will also take account of the respective duration of each undertaking's participation in the infringement.

(341) Finally, the Commission will apply, as appropriate, the provisions of the Leniency Notice and the Settlement Notice.[171]

8.3. Calculation of the fines

(342) In accordance with the Guidelines on fines, the basic amount of the fine for each undertaking 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 undertaking if either aggravating or mitigating circumstances are retained.

8.3.1. The value of sales

(343) The basic amount of the fine to be imposed on the undertakings concerned is to be set by reference to the value of their sales[172], that is 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. The Commission normally takes the sales made by the undertakings during the last full business year of their participation in the infringement.[173]

(344) The Commission applies one single fine based on a proxy for the value of sales for both aspects of this single and continuous infringement.

(345) To establish the amount which is considered as a proxy for the value of sales for the purpose of calculating the fine, the Commission takes as a starting point the number of new cars registered by each undertaking's relevant brands in the EEA[174]. As on average newly registered cars become ELVs after approximately 20 years the Commission takes the number of new cars registered in the EEA during the period 1982 until 2016. To take into account the long duration and the fluctuating registration numbers over the entire period, the Commission then calculates the yearly average over this period. In addition, as only a fraction of new cars registered in the EEA end up as ELVs in the EEA, the Commission reduces this number by 60%. In the final step to determine the value of sales, the Commission multiplies the resulting number of cars with a monetary value of […]. That number is discretionary and the same for all undertakings which are the Addressees of this Decision. When setting the amount, the Commission takes into account that the infringement consists of two aspects, concerning on the one hand the treatment and recovery services for ELVs and on the other hand the advertising of both recoverability of ELVs and the

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171 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 OJ C 167, 2.7.2008, p. 1.

172 Point 12 of the Guidelines on fines.

173 Point 13 of the Guidelines on fines.

174 "EEA" means the EU Member States, Iceland, Liechtenstein and Norway, in the composition of each relevant year – excluding the UK for the entire period.

use of recyclates. Overall, it therefore considers the result of the calculation to be an appropriate proxy to reflect the economic importance of the infringement and the weight of each undertaking in it.

(346) Accordingly, the Commission takes into account the following value of sales for each undertaking:

Table 2 - The value of sales

Undertaking	Value of sales (EUR)
BMW	[8 000 000 – 12 000 000]
Ford	[20 000 000 – 30 000 000]
Honda	[2 000 000 – 4 000 000]
Hyundai / Kia **Hyundai** **Kia**	[6 000 000 – 8 000 000] [3 000 000 – 5 000 000] [1 000 000 – 3 000 000]
Jaguar Land Rover	[1 000 000 – 2 000 000]
Mazda	[2 000 000 – 4 000 000]
Mercedes-Benz	[10 000 000 – 20 000 000]
Mitsubishi	[2 000 000 – 4 000 000]
Renault / Nissan **Renault** **Nissan**	[30 000 000 – 50 000 000] [25 000 000 – 40 000 000] [7 000 000 – 9 000 000]
Opel / GM	[20 000 000 – 30 000 000]
Stellantis	[60 000 000 – 80 000 000]
Suzuki	[2 000 000 – 4 000 000]
Toyota	[8 000 000 – 12 000 000]
Volkswagen	[40 000 000 – 60 000 000]
Volvo	[2 000 000 – 4 000 000]

8.3.2. Determination of the basic amount of the fines

(347) The basic amount consists of an amount of up to 30% of an undertaking's relevant sales, 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 of between 15% and 25% of the value of an undertaking's relevant sales, irrespective of duration.[175]

8.3.2.1. Gravity

(348) 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, theCommission will have 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.

(349) In its assessment, the Commission considers the facts described in this Decision, and in particular the fact that cartel conduct, such as the agreement on purchasing prices and the agreement not to compete in advertising, is by its very nature, among the most harmful restrictions of competition. Therefore, the proportion of the value of sales taken into account for such infringements will be set at the higher end of the scale of the value of sales.[176]

(350) In addition, the Commission also takes into account the fact that the infringement related to the whole territory of the EEA.

(351) Given the specific circumstances of this case, taking into account the nature and the geographic scope of the infringement, the proportion of the value of sales to be taken into account should be 16%.

8.3.2.2. Duration

(352) In assessing the fine to be imposed on each undertaking, the Commission takes into consideration the respective duration of their participation in the infringement, as described in Section 4 above. The increase for duration will be calculated on the basis of each Addressee's exact number of days of participation in the infringement as set out in Table 3.

Table 3 - Duration

Undertaking	Participation in the infringement	Duration (days)	Multipliers
BMW	29/05/2002 – 04/09/2017	5578	15.27
Ford	29/05/2002 – 04/09/2017	5578	15.27
Honda	29/05/2002 – 04/09/2017	5578	15.27
Hyundai / Kia	02/03/2006 – 04/09/2017	4205	11.51
Jaguar Land Rover / Tata	23/09/2008 – 04/09/2017	3269	8.94

175 Points 19-26 of the Guidelines on fines.

176 Point 23 of the Guidelines on fines.

Mazda **Ford as parent**	13/09/2006 – 04/09/2017 13/09/2006 – 18/11/2008	4010 798	10.97 2.18
Mercedes Benz	29/05/2002 – 04/09/2017	5578	15.27
Mitsubishi	29/05/2002 – 04/09/2017	5578	15.27
Opel **General Motors as parent**	29/05/2002 – 04/09/2017 10/07/2009 – 31/07/2017	5578 2944	15.27 8.06
Renault / Nissan	29/05/2002 – 04/09/2017	5578	15.27
Stellantis	29/05/2002 – 04/09/2017	5578	15.27
Suzuki	29/05/2002 – 04/09/2017	5578	15.27
Toyota	29/05/2002 – 04/09/2017	5578	15.27
Volkswagen	29/05/2002 – 04/09/2017	5578	15.27
Volvo **Ford as parent** **Geely as parent**	29/05/2002 – 04/09/2017 29/05/2002 – 02/08/2010 03/08/2010 – 04/09/2017	5578 2988 2590	15.27 8.18 7.09

8.3.2.3. Determination of the additional amount

(353) The infringement committed by the Parties relates to a cartel. Therefore, the Commission will include in the basic amount a sum of between 15% and 25% of the value of sales to deter undertakings from even entering into such illegal practices, on the basis of the criteria listed with respect to the variable amount.[177]

(354) For the purpose of determining the proportion of the value of sales to be taken into account for the infringement, the Commission considers the same factors as those that are taken into account to set the gravity percentage. Therefore, the proportion of the value of purchases to be taken into account for the purpose of setting the additional amount should be set at 16%.

8.3.2.4. Conclusion on the basic amount

(355) Based on the criteria explained in paragraphs (342) to (354), the basic amount of the fine for each Party is presented in Table 4.

Table 4 – Basic amounts of the fine

Undertaking	Basic amount (EUR)
BMW	[20 000 000 – 30 000 000]
Ford	[50 000 000 – 70 000 000]

177 Point 25 of the Guidelines on fines.

Honda	[6 000 000 – 8 000 000]
Hyundai / Kia	[10 000 000 – 15 000 000][178]
Jaguar Land Rover / Tata	[1 000 000 – 3 000 000]
Mazda **Thereof jointly with Ford**	[6 000 000 – 8 000 000] [1 000 000 – 3 000 000]
Mercedes-Benz	[30 000 000 – 50 000 000]
Mitsubishi	[8 000 000 – 10 000 000]
Renault / Nissan	[90 000 000 – 120 000 000][179]
Opel **Thereof GM**	[50 000 000 – 67 000 000] [30 000 000 – 40 000 000]
Stellantis	[170 000 000 – 200 000 000]
Suzuki	[6 000 000 – 8 000 000]
Toyota	[20 000 000 – 30 000 000]
Volkswagen	[130 000 000 – 160 000 000]
Volvo **Thereof jointly with Ford** **Thereof jointly with Geely**	[8 000 000 – 12 000 000] [5 000 000 – 7 000 000] [4 000 000 – 6 000 000]

8.3.3. Adjustments to the basic amount: Aggravating or mitigating factors

(356) The Commission may consider aggravating circumstances that result in an increase of the basic amount. These circumstances are listed in a non-exhaustive 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.

(357) The Commission considers that no aggravating circumstances are applicable to any of the Parties in this case.

(358) The Commission considers that there are mitigating circumstances with respect to Honda, Mazda, Mitsubishi and Suzuki. These Parties were not members of ACEA and took part in considerably fewer collusive contacts than other Parties.

(359) In addition, the Commission considers that there is a mitigating circumstance with respect to Renault, who expressly asked for an exemption from the agreement not to compete in advertising the use of recyclates and stated that it would publish figures on the use of recyclates in its new vehicles and would regard the use of recyclates as a competitive issue.

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178 Of this sum, EUR [7 000 000 – 9 000 000] is attributable to Hyundai's value of sales and EUR [4 000 000 – 6 000 000] is attributable to Kia's value of sales.

179 Of this sum, EUR [75 000 000 – 95 000 000] is attributable to Renault's value of sales and EUR [18 000 000 – 23 000 000] is attributable to Nissan's value of sales.

(360) The Commission will therefore apply a 20% reduction of the basic amount of the fines to be imposed on Honda, Mazda, Mitsubishi, Suzuki and Renault.

(361) The resulting adjusted basic amounts are set out in Table 5.

Table 5 – Adjusted basic amounts

Undertaking	Adjusted Basic amount (EUR)
BMW	[20 000 000 – 30 000 000]
Ford	[50 000 000 – 70 000 000]
Honda	[5 000 000 – 7 000 000]
Hyundai / Kia	[10 000 000 – 15 000 000][180]
Jaguar Land Rover / Tata	[1 000 000 – 3 000 000]
Mazda	[5 000 000 – 7 000 000]
Thereof jointly with Ford	[1 000 000 – 3 000 000]
Mercedes-Benz	[30 000 000 – 50 000 000]
Mitsubishi	[6 000 000 – 8 000 000]
Renault / Nissan	[80 000 000 – 100 000 000][181]
Opel	[50 000 000 – 70 000 000]
Thereof GM	[30 000 000 – 40 000 000]
Stellantis	[170 000 000 – 200 000 000]
Suzuki	[5 000 000 – 7 000 000]
Toyota	[20 000 000 – 30 000 000]
Volkswagen	[130 000 000 – 160 000 000]
Volvo	[8 000 000 – 12 000 000]
Thereof jointly with Ford	[5 000 000 – 7 000 000]
Thereof jointly with Geely	[4 000 000 – 6 000 000]

8.3.4. Application of the 10% turnover limit

(362) The fine imposed on each Addressee shall not exceed 10% of its total turnover relating to the business year preceding the date of the Commission's decision.[182] The

[180] Of this sum, EUR [7 000 000 – 9 000 000] is attributable to Hyundai's value of sales and EUR [4 000 000 – 6 000 000] is attributable to Kia's value of sales.

[181] Of this sum, EUR [65 000 000 – 95 000 000] is attributable to Renault's value of sales and EUR [18 000 000 – 23 000 000] is attributable to Nissan's value of sales.

[182] Article 23(2) of Regulation No 1/2003.

10% of turnover limit is applied before any reduction that may be granted for leniency and/or for settlement.[183]

(363) In this case, none of the adjusted basic amounts of the fines calculated exceeds 10% of the respective undertaking's total turnover in the last full business year before the adoption of this Decision.

8.3.5. Application of the Leniency Notice

(364) Mercedes-Benz submitted an application under the Leniency Notice on 19 September 2019. On 22 November 2021, the Commission granted Mercedes-Benz conditional immunity from fines. Mercedes-Benz' cooperation fulfilled the requirements of the Leniency Notice. Mercedes-Benz is therefore granted immunity from fines.

(365) Stellantis (including Opel) applied for a reduction from fines under the Leniency Notice on 1 April 2022, shortly after the inspections. On 9 September 2024, the Commission informed Stellantis of its intention to grant Stellantis a leniency reduction within the range of 30% to 50% of any fine that would otherwise have been imposed for the infringement.

(366) Stellantis submitted […].

(367) The significant added value of Stellantis' application justifies a reduction of its fine of 50%.

(368) Mitsubishi submitted an application under the Leniency Notice on 14 September 2022. On 9 September 2024, the Commission informed Mitsubishi of its intention to grant Mitsubishi a leniency reduction within the range of 20% to 30% of any fine that would otherwise have been imposed for the infringement.

(369) Mitsubishi provided […].

(370) The significant added value of Mitsubishi's application justifies a reduction of its fine of 30%

(371) Ford submitted an application under the Leniency Notice on 16 September 2022. On 9 September 2024, the Commission informed Ford of its intention to grant Ford a leniency reduction of up to 20% of any fine that would otherwise have been imposed for the infringement.

(372) […].

(373) The significant added value of Ford's application justifies a reduction of its fine of 20%.

8.3.6. Application of the Settlement Notice

(374) As provided for in point 32 of the Settlement Notice, the reward for settlement leads to a reduction of 10% of the amount of the fine to be imposed on a party after the 10% turnover cap has been applied having regard to the Guidelines on fines. Pursuant to point 33 of the Settlement Notice, when settled cases involve leniency applicants, the reduction of the fine granted to them for settlement will be added to their leniency reward.

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183 See points 32 and 34 of the Guidelines on fines and points 32 and 33 of the Settlement Notice.

(375) Consequently, in view of point 32 of the Settlement Notice, the amount of the fines to be imposed on the Addressees should be further reduced by 10%.

8.3.7. ACEA

(376) ACEA acted as facilitator by organising meetings and contacts. The Commission imposes a lump sum fine according to point 37 of the Guidelines on fines on ACEA for its facilitating role. For determining the lump-sum, the Commission considers that all car manufacturers, which are members of ACEA, are parties to these proceedings and will be fined. Further, the Commission considers that ACEA provided the platform for the collusion and that the collusion was steered by the car manufacturers, which took the initiative to deal with ELV issues. The lump sum of 500 000 EUR includes the 10% settlement reduction according to point 32 of the Settlement Notice and does not exceed the 10% turnover limit.

Table 6 – Fines

Undertaking / Association of undertakings	**Fines (EUR)**
BMW	24 587 000
Ford	41 462 000
Honda	5 040 000
Hyundai / Kia	11 950 000[184]
Jaguar Land Rover / Tata	1 637 000
Mazda	5 006 000
Thereof jointly with Ford	1 034 000
Mercedes-Benz	0
Mitsubishi	4 150 000
Renault / Nissan	81 461 000[185]
Opel and GM jointly	13 659 000
Opel solely	10 871 000
GM solely	17 075 000
Stellantis	74 934 000
Suzuki	5 471 000
Toyota	23 553 000
Volkswagen	127 696 000

[184] Of this sum, EUR 7 461 000 is attributable to Hyundai's value of sales and EUR 4 489 000 is attributable to Kia's value of sales.

[185] Of this sum, EUR 63 990 000 is attributable to Renault's value of sales and EUR 17 471 000 is attributable to Nissan's value of sales.

Volvo	8 890 000
Thereof jointly with Ford	3 901 000
Thereof jointly with Geely	4 419 000
ACEA	500 000

HAS ADOPTED THIS DECISION:

Article 1

The following undertakings and association of 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 consisting of conduct concerning the entire EEA through which they agreed that matters related to End-of-Life Vehicles should be dealt with as a non-competitive issue. Specifically, they (i) agreed to align their position on the remuneration to be paid to authorised treatment facilities for the provision of services contracted by original equipment manufacturers individually (the "Zero-Treatment-Cost" strategy) and (ii) agreed not to compete both in advertising recyclability and recoverability beyond regulatory requirements and in advertising the use of recyclates.

(a) Bayerische Motoren Werke Aktiengesellschaft from 29 May 2002 to 4 September 2017.

(b) Ford-Werke GmbH, Ford Motor Company from 29 May 2002 to 4 September 2017.

(c) Honda Motor Europe Limited., Honda Motor Co., Ltd. from 29 May 2002 to 4 September 2017.

(d) Hyundai Motor Europe GmbH, Hyundai Motor Europe Technical Center GmbH, Hyundai Motor Company, Kia Europe GmbH and Kia Corporation from 2 March 2006 to 4 September 2017.

(e) Jaguar Land Rover Limited, Jaguar Land Rover Holdings Limited, Tata Motors Limited from 23 September 2008 to 4 September 2017.

(f) Mazda Motor Europe GmbH, Mazda Motor Corporation from 13 September 2006 to 4 September 2017.

(g) Mercedes-Benz Group AG from 29 May 2002 to 4 September 2017.

(h) Mitsubishi Motors Europe B.V., Mitsubishi Motor R&D Europe GmbH, Mitsubishi Motors Corporation from 29 May 2002 to 4 September 2017.

(i) Opel Automobile GmbH from 29 May 2002 to 4 September 2017.

(j) General Motors Company from 10 July 2009 to 31 July 2017.

(k) Renault s.a.s., Renault SA from 29 May 2002 to 4 September 2017.

(l) Nissan Motor Manufacturing (UK) Limited, Nissan Automotive Europe SAS, Nissan Motor Co., Ltd from 29 May 2002 to 4 September 2017.

(m) Stellantis N.V. from 29 May 2002 to 4 September 2017.

(n) Suzuki Motor Corporation from 29 May 2002 to 4 September 2017.

(o) Toyota Motor Europe NV/SA, Toyota Motor Corporation from 29 May 2002 to 4 September 2017.

(p) Volkswagen Aktiengesellschaft from 29 May 2002 to 4 September 2017.

(q) Volvo Car Corporation from 29 May 2002 to 4 September 2017.

(r) Zhejiang Geely Holding Group Co., Ltd from 3 August 2010 to 4 September 2017.

(s) European Automobile Manufacturers' Association from 29 May 2002 to 4 September 2017.

Article 2

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

(a) Bayerische Motoren Werke Aktiengesellschaft: EUR 24 587 000

(b) Ford-Werke GmbH and Ford Motor Company jointly and severally liable: EUR 41 462 000

(c) Honda Motor Europe Limited. and Honda Motor Co., Ltd. jointly and severally liable: EUR 5 040 000

(d) Hyundai Motor Europe GmbH, Hyundai Motor Europe Technical Center GmbH, Hyundai Motor Company, Kia Europe GmbH and Kia Corporation jointly and severally liable: EUR 11 950 000

(e) Jaguar Land Rover Limited, Jaguar Land Rover Holdings Limited and Tata Motors Limited jointly and severally liable: EUR 1 637 000

(f) Mazda Motor Corporation, Mazda Motor Europe GmbH and Ford Motor Company jointly and severally liable: EUR 1 034 000

(g) Mazda Motor Corporation and Mazda Motor Europe GmbH jointly and severally liable: EUR 3 972 000

(h) Mercedes-Benz Group AG: EUR 0

(i) Mitsubishi Motors Europe B.V., Mitsubishi Motor R&D Europe GmbH and Mitsubishi Motors Corporation jointly and severally liable: EUR 4 150 000

(j) Opel Automobile GmbH and General Motors Company jointly and severally liable: EUR 13 659 000

(k) Opel Automobile GmbH: EUR 10 871 000

(l) General Motors Company: EUR 17 075 000

(m) Renault s.a.s., Renault SA, Nissan Motor Manufacturing (UK) Limited, Nissan Automotive Europe SAS and Nissan Motor Co., Ltd jointly and severally liable: EUR 81 461 000

(n) Stellantis N.V.: EUR 74 934 000

(o) Suzuki Motor Corporation: EUR 5 471 000

(p) Toyota Motor Europe NV/SA and Toyota Motor Corporation jointly and severally liable: EUR 23 553 000

(q) Volkswagen Aktiengesellschaft: EUR 127 696 000

(r) Volvo Car Corporation and Ford Motor Company jointly and severally liable: EUR 3 901 000

(s) Volvo Car Corporation and Zhejiang Geely Holding Group Co., Ltd jointly and severally liable: EUR 4 419 000

(t) Volvo Car Corporation: EUR 570 000

(u) European Automobile Manufacturers' Association: EUR 500 000

The fines shall be credited, in euros, within three months of the date of notification of this Decision, to the following bank account held in the name of the European Commission:

BANQUE CENTRALE DU LUXEMBOURG
2, Boulevard Royal
L-2983 Luxembourg

IBAN: LU27 9990 0001 1400 100E
BIC: BCLXLULL
Ref.: EC/BUFI/AT.40669

After the expiry of that period, interest shall 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 action pursuant to Article 263 of the Treaty is brought before the Court of Justice of the European Union against this Decision, the fine/fines shall be covered by its/their due date, either by providing an acceptable financial guarantee or by making a provisional payment of the fine in accordance with Article 108 of Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council[186].

Article 3

The undertakings and association of undertakings listed in Article 1 shall immediately bring the infringement referred to in that Article to an end, in so far as they have not already done so. They shall refrain in future from repeating any act or conduct described in Article 1 and from any act or conduct with the same or a similar object or effect.

Article 4

This Decision is addressed to:

(1) Bayerische Motoren Werke Aktiengesellschaft, Petuelring 130, 80809 München, Germany

(2) Ford Motor Company, One American Road, Dearborn, Michigan 48126, United States of America

(3) Ford-Werke GmbH, Henry-Ford-Straße 1, 50735 Köln, Germany

(4) Honda Motor Co., Ltd., 2-1-1, Minami-Aoyama, Minato-ku, 107-8556 Tokyo, Japan

(5) Honda Motor Europe Limited, Cain Road, Bracknell, Berkshire, RG12 1HL, United Kingdom

186 Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union, OJ L, 26.09.2024.

(6) Hyundai Motor Company, 12 Heolleung-ro Seocho-gu, Seoul 06797, South Korea

(7) Hyundai Motor Europe GmbH, Kaiserleipromenade 5, 63067 Offenbach am Main, Germany

(8) Hyundai Motor Europe Technical Center GmbH, Hyundai-Platz, 65428 Rüsselsheim am Main, Germany

(9) Kia Corporation, 12 Heolleung-ro Seocho-gu, Seoul 06797, South Korea

(10) Kia Europe GmbH, Theodor-Heuss-Allee 11, 60486 Frankfurt am Main, Germany

(11) Tata Motors Limited, Bombay House, 24 Homi Mody Street, Mumbai - Maharashtra, 400 001, India

(12) Jaguar Land Rover Holdings Limited, Abbey Road, Whitley, Coventry, CV3 4LF, United Kingdom

(13) Jaguar Land Rover Limited, Abbey Road, Whitley, Coventry, CV3 4LF, United Kingdom

(14) Mazda Motor Corporation, 3-1, Shinchi, Fuchu-cho, Aki-gun, Hiroshima, 730-8670, Japan

(15) Mazda Motor Europe GmbH, Hitdorfer Strasse 73, 51371 Leverkusen, Germany

(16) Mercedes-Benz Group AG, Mercedesstraße 120, 70372 Stuttgart, Germany

(17) Mitsubishi Motors Corporation, 1-21, Shibaura 3-chome, Minato-ku, Tokyo 108-8410, Japan

(18) Mitsubishi Motors Europe B.V., Mitsubishi Avenue 21, 6121 SH Born, The Netherlands

(19) Mitsubishi Motor R&D Europe GmbH, Diamantstr. 1, 65468 Trebur, Germany

(20) Opel Automobile GmbH, Bahnhofsplatz 1, 65423 Rüsselsheim am Main, Germany

(21) General Motors Company, 251 Little Falls Drive, Wilmington, DE 19808, United States of America

(22) Renault SA, 122-122 bis, avenue du Général Leclerc, 92100 Boulogne-Billancourt, France

(23) Renault s.a.s., 122-122 bis, avenue du Général Leclerc, 92100 Boulogne-Billancourt, France

(24) Nissan Motor Co., Ltd., No. 2. Takara-cho, Kanagawa-ku, Yokohama, Kanagawa, 220-8623, Japan

(25) Nissan Motor Manufacturing (UK) Limited, Washington Road, Sunderland, Tyne and Wear, SR5 3NS, United Kingdom

(26) Nissan Automotive Europe SAS, 8, rue Jean Pierre Timbaud, 78180 Montigny-le-Bretonneux, France

(27) Stellantis N.V., Taurusavenue 1, 2132 LS Hoofddorp, The Netherlands

(28) Suzuki Motor Corporation, 300 Takatsuka-Cho, Chuo-ku, Hamamatsu-Shi, Shizuoka 432-8611, Japan

(29) Toyota Motor Corporation, 1 Toyota-Cho, Toyota City, Aichi Prefecture 471-8571, Japan

(30) Toyota Motor Europe NV/SA, Avenue Du Bourget 60, 1140 Brussels, Belgium

(31) Volkswagen Aktiengesellschaft, Berliner Ring 2, 38440 Wolfsburg, Germany

(32) Zhejiang Geely Holding Group Co., Ltd, 1760, Jiangling Road, Binjiang District Hangzhou, Zhejiang Province, P.R. China, 310051

(33) Volvo Car Corporation, 40531 Gothenburg, Sweden

(34) European Automobile Manufacturers' Association ("ACEA"), Robert Schumanplein 6, 1040 Brussels, Belgium

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

Done at Brussels, 1.4.2025

For the Commission

(Signed)

Teresa RIBERA
Executive Vice-President