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# Decision of the Competition Commission

CC/DS/0030/69

Non Confidential

Application for Immunity made by Topodom Distribution Ltée under the Competition Commission Amnesty Programme for Resale Price Maintenance

29 June 2020



## Decision of the Commissioners of the Competition Commission of 29 June 2020

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/016- Review of Topodom Distribution Ltée RPM Amnesty application'

(CC/DS/0030/69 – Application for Immunity made by Topodom Distribution Ltée under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. M. A. Bocus

Chairperson

Mrs. M. B. Rajabally

Commissioner,

Mrs. V. Bikhoo

Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of Competition Commission Guidelines 3 on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by Topodom Distribution Ltée on 25 May 2018,

Having regard to a report of the Executive Director dated 29 June 2018,

#### WHEREAS:

#### I. Introduction

- 1.1 This Decision relates to an application for immunity dated 20 October 2017 made by Topodom Distribution Ltée pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of Competition Commission Guidelines 3 on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by Topodom Distribution Ltée on 25 May 2018 ('the Undertakings').
- 1.2 Having taken cognizance of a report of the Executive Director dated 29<sup>th</sup> June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Competition Act 2007 (the 'Act'), the conditions prescribed under paragraph 5.6A of CC3

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Guidelines on Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Act.

#### II. Background

#### i. Competition Commission's RPM Amnesty Programme

- 1.3 Pursuant to section 59 of the Act, the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05 June 2017 until 20 October 2017 inclusively¹, the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance (RPM) by waiving the restriction at paragraph 5.3 of CC3 Guidelines on Collusive Agreements, viz., that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').
- 1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant
  - i. admits its participation in an agreement involving RPM,
  - ii. provides the Competition Commission with all the information, documents and evidence available to it regarding the RPM, and as required by the Competition Commission,
  - iii. maintains continuous and complete co-operation until the conclusion of any action by the Competition Commission in relation to the matter, and
  - iv. offers undertakings that satisfactorily address the competition concerns of the Competition Commission.

#### ii. The Applicant and the Application

1.5 The Applicant, Topodom Distribution Ltée (bearing Business Registration Number C07016757), is a private company incorporated in Mauritius since 18 July 1996. Topodom Distribution Ltée is a supplier of Fast Moving Consumer Goods (FMCGs) in Mauritius. FMCGs are products that are sold quickly and at relatively low cost. Topodom Distribution Ltée supplies its products to supermarkets, hypermarkets, shops and general stores. The company has a portfolio of around 661 resellers around the island.

<sup>&</sup>lt;sup>1</sup> The Commission had extended the validity of the RPM Amnesty (CC 3 Guidelines - Amended 3<sup>rd</sup> October 2017) from 05 October 2017 to 20 October 2017.

- 1.6 The Managing Director of Topodom Distribution Ltée, acting on behalf of the company, has, by way of letter dated 20<sup>th</sup> October 2017, applied for immunity under the RPM Amnesty programme.
- 1.7 Topodom Distribution Ltée applied for RPM Amnesty for the following conducts:
  - (i) For having, since November 2009, determined and communicated in advance, through reseller price lists, the retail price of the concerned products to dealers without mentioning that the prices communicated therein are 'recommended prices'; and
  - (j) For having accepted and filled up deal sheets containing a retail price column where some of the deal sheets contained a minimum retail price column.

#### iii. The Investigation

- 1.8 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.
- 1.9 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29 June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').
- 1.10 The Executive Director's findings are that: -
- 1.11 a. Topodom Distribution Ltée has participated in agreements involving RPM, having a restrictive object viz. directly establishing a fixed retail price through the circulation of price lists to be practised by dealers when reselling its products and by accepting to fill up deal sheets from resellers with retail prices and minimum retail prices for its products;
  - b. Topodom Distribution Ltée has admitted being a party to transactions involving RPM conduct as a supplier of FMCGs; and
  - c. Topodom Distribution Ltée has maintained continuous cooperation with the Competition Commission by responding to the Competition Commission's information request and submitting all additional information documents, and evidence required from it in a timely manner.

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- 1.12 The Executive Director has further assessed the Undertakings offered by Topodom Distribution Ltée. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons –
  - a. Topodom Distribution Ltée has undertaken to inform all its dealers, in writing, that they are free to apply or practise their own retail prices for all products supplied to them by Topodom Distribution Ltée, including for past stock of unsold goods;
  - Topodom Distribution Ltée has already amended its product price list replacing the terms 'Public Price' by 'Recommended Public Price' such that resellers are clearly informed upon receiving the price list;
  - c. Topodom Distribution Ltée has undertaken to inform its dealers, as far as the deal sheets are concerned, to remove the minimum resale price column and include the terms 'recommended price' to the retail price column therein; and
  - d. Topodom Distribution Ltée has undertaken to inform its internal management and commercial employees engaged in the sales and marketing of Topodom Distribution Ltée's products of the behavioural measures it has adopted, thereby minimising risks of RPM conduct being promoted by employees and ensuring that commercial dealings with resellers are in compliance with the Act.
- 1.13 The Executive Director recommends that the Commission accepts the Undertakings and grants immunity from fines to the Topodom Distribution Ltée for its participation in the reported RPM conduct.

#### III. Legal Framework

- 1.14 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.
- 1.15 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

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- 1.16 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CC on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.
- 1.17 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "all the concerns it has about any prevention, restriction [or] distortion (...) of competition" which may arise from the matter at hand.

#### IV. Determination under sections 59(7) and 63 of the Act

- 1.18 Having regard to the Application submitted by Topodom Distribution Ltée, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that
  - 1) Topodom Distribution Ltée has, in its Application, admitted its participation in one or more RPM agreement(s) viz:
    - a. for having, since November 2009, determined and communicated in advance, through reseller price lists, the retail price of the concerned products to dealers without mentioning whether the prices communicated therein are 'recommended prices'; and
    - b. for having accepted and filled up deal sheets containing a retail price column where some of the deal sheets contained a minimum retail price column.
  - Topodom Distribution Ltée has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CC3 Guidelines, as stated in the Report;
  - 3) The Undertakings submitted by the Topodom Distribution Ltée satisfactorily address the Commission's concerns in so far as
    - a. Topodom Distribution Ltée has ceased its participation in/terminated all RPM agreements to which it was a party, as reported in its Application;

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- Topodom Distribution Ltée has undertaken to inform all its dealers, in writing, that they are free to apply or practise their own retail prices for all products supplied to them including for past stock of unsold goods;
- Topodom Distribution Ltée has its product price list replacing the terms 'Public Price' by 'Recommended Public Price';
- d. Topodom Distribution Ltée has undertaken to inform its dealers, as far as the deal sheets are concerned, to remove the minimum resale price column and include the terms 'recommended price' to the retail price column therein; and
- e. Topodom Distribution Ltée has undertaken to inform its internal management and commercial employees engaged in the sales and marketing of Topodom Distribution Ltée's products, of the behavioural measures it has adopted.

## V. Decision NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

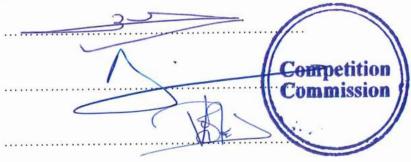
- We accept that the Application made by Topodom Distribution Ltée satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CC3 Guidelines on Collusive Agreements;
- We grant immunity from financial penalty to Topodom Distribution Ltée pursuant to section 59(7) of the Act for the Reported RPM conduct;
- We accept the Undertakings offered by Topodom Distribution Ltée, which are being published as per section 63(4) of the Act (see Annex);
   and
- The Undertakings shall be effective as from the date of this decision.

Done at Port-Louis this 29 June 2020.

Mr. M. A. Bocus (Chairperson)

Mrs. M. B. Rajabally (Commissioner)

Mrs. V. Bikhoo (Commissioner)



Annex: Undertakings dated 25<sup>th</sup> May 2018 offered by Topodom Distribution Ltée

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M2, Trunk Road, Belle Village, Phoenix

Tel: 465-9888

Fax: 465-5782

Email: topodom@intnet.mu

### Undertakings to the CCM

Undertakings provided by Topodom Distribution Ltée to the Competition Commission Pursuant to an Application for Amnesty dated 20<sup>th</sup> October 2017.

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

25<sup>th</sup> May 2018

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#### 1. Background:

By its letter dated 20<sup>th</sup> October 2017 made pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Topodom Distribution Ltée has notified the Executive Director of the Competition Commission of its application for immunity under the CCM Amnesty Programme for Resale Price Maintenance (the 'Application').

The agreement, in place since November 2009, is in relation to the supply of Fast Moving Consumer Goods ('FMCG'), brands enlisted in annex 1 of the present undertakings, wherein Topodom Distribution Ltée explicitly determined the retail price of the products on its price lists which were circulated to resellers. The circulated price lists made no mention of whether the retail prices are "Recommended Prices". Nonetheless Topodom Distribution Ltée informs the CCM that it has ceased this impugned conduct by including the terms "Recommended Public Price" in its price lists circulated to its resellers (template produced in annex 2). Topodom Distribution Ltée also accepted offer deal sheets from its resellers which included a retail price column and some of which contained a minimum price column which were to be filled by Topodom Distribution Ltée.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017) for the purpose of obtaining immunity, Topodom Distribution Ltée is, by the presents, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying the concerns of the Competition Commission in relation thereto and obtaining the requested immunity.

#### 2. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meaning:

TDL: Topodom Distribution Ltée and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Topodom Distribution Ltée;

**Commission**: the Competition Commission established under section 4 of the Competition Act 2007;

**Dealer**: any distributor, reseller, retailer, or other entity involved in the resale of TDL's goods or services in Mauritius;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation Date: a maximum of three (3) months as from the effective date;

**Resale Price Maintenance:** means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

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3. Measures proposed as Undertakings

TDL hereby undertakes to apply the following measures in its commercial dealings with all existing dealers involved in the resale of TDL's products in Mauritius;

#### 3.1. Behavioural Undertakings

- TDL shall not, in any manner whatsoever, implement or cause to be implemented any measure (including through the use of economic advantages, incentives or otherwise), having the object or effect of compelling, inducing or attempting to compel or induce dealers to apply the retail prices or retail price levels or retail price components communicated to them by TDL;
- TDL shall clearly and unequivocally inform all dealers, in writing, that prices or price ii. levels communicated to them by TDL in relation to its products, including past stocks, are "recommended" prices or "recommended" price levels;
- TDL undertakes that in the future it will, with regards to the deal sheets circulated to iii. TDL by its resellers, inform them to remove the minimum resale price column and include the terms 'recommended price' to the retail price column therein.
- TDL shall, where it enters into any agreement, contracts, or other express iv. arrangements with dealers, existing and prospective, ensure that such agreement, contract, or other arrangement expressly include a clause therein to the effect that dealers shall remain entirely free to fix or otherwise apply their own prices or price levels and that they are neither bound nor legally compelled to apply or comply with any recommended price or price level communicated to them by TDL; and

#### 3.2. Information Dissemination

TDL shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the sales and marketing of TDL's products with dealers (hereinafter 'commercial employees') are fully aware of and actively implement the present undertakings when designing and/or implementing the commercial policy of TDL vis-à-vis dealers, in line with the provisions of the Act;

TDL shall use its best efforts to ensure that the present undertaking is made known to and is understood by all dealers.

#### 3.3. Reporting

TDL shall, as from the Effective Date, take all reasonable steps to ensure that all communications, negotiations, arrangements with dealers are properly documented and archived to demonstrate TDL's compliance with the present undertakings and a general understanding among dealers of their freedom and ability to fix or otherwise apply their own prices or price levels when reselling TDL's products;

TDL shall, within the Full Implementation Date, submit a written report to the Commission that inter alia -

confirms that TDL has implemented a compliance programme, details of which shall be submitted to the Commission; and

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ii. describes the steps taken by TDL to comply with the present undertakings and in particular, setting out all the appropriate measures taken by TDL to deter on the one hand and detect and correct on the other hand any deviation by TDL's management, directors, or commercial employees from the present undertakings.

4. Entry into force

The present undertakings shall take effect upon the Effective Date.

Jean Dominique To-Pow-Wan

Managing Director

Duly authorised for and on behalf of:

**Topodom Distribution Ltée** 

Jean Noel To-Pow-Man

Sales Director

Duly authorised for and on behalf of:

Topodom Distribution Ltée

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#### Annex 1

Sunshine Javel	Fix Ego Roll-on Men			
S.Shine L.Vaisselle	Fix Ego Roll-On Women			
S.Shine Toilet (Fresh & other varieties)	Fix Ego Shampoo			
S.Shine Toilet Liquid	Fix Ego Style Gel			
Aleda Paris Deo Spray	Fix Ego Shower Gel			
L'Carina Hair Mousse Extra Hold 225ml	Fix Egoiste Deo Men			
G.W Eco Clean Air Freshner	Alten			
Fresh Room Air Freshner	SoftSub Hair Relaxer R.Strength			
G.World Fresh & Roll	Touchcolor Hair Straightener			
Joker Instant Killer	Freshine BAD			
Joker Insect killer	Freshine Dentifrice			
Joker Foaming Wheel Cleaning	Safari Women			
Joker Foaming Tyre Cleaning & Shine	Safari Men			
Joker Auto Silicone Parfume	Aqua Bath Ball			
Lady Bella Body Lotion	Bath Ball Free Gift			
G.W Auto Diff	Bath Ball			
G.World A/Fresh	Perfex Bathroom Tissue			
G.World Auto Refill	Perfex Kitchen Towel			
Aleda Set	Perfex Napkin			
Beauteen Deo	Dolphin Binder Clips			
Cool Breeze Deo	Dolphin Ex Book Cover			
Colere (Edp+Deo)	Dolphin Metal Clips			
G.World Elite Pump	Omniwell Correction Tape			
Girly Talk (Edt+Deo)	Textmark White Board Marker			
G.World Micro Refill	Yoyo Color Binder Clips			
Cool Breeze Men Deo	Ex-Polymer Lead			
Majix Deo	Safari W. Sandals Coastline			
G.World Reed Diffuseur	Safari Star Sandals for Girls			
Star Antidust	Safari Slippers Kids			
Green World Furniture Polish	Safari HV Sandal Women			
Star Furniture Polish	Safari HV Slippers Men			
Star Oven Cleaner	Safari HV Slippers Women			
Star Bathroom Cleaner	Safari Men Slippers			
Star Carpet & Fabric Cleaner	CLEAN PLUS WASHING POWDER 2.5KG			
Star Glass Cleaner	OTENTIS DEO MEN MUSK			
Majix After Shave	OTENTIS DEO MEN CLASSIC			
Majix Shaving Foam	OTENTIS SHAMPOO			
Majix Shaving Gel	S.SHINE SOFTENER			
A.Vera Shower Gel	S.SHINE WASH.POWDER			
Aqua V.Hand Liq.Soap	San-A Elasticity			
Aqua Vera Shower Gel	Senior Adult Diapers			
Aqua Vera Shampoo	Jaba Chicken			
Aqua Vera Shampoo	Jaba Shrimp			

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Aqua Vera Baby Hair&Body Shampoo	Amila Mixed Berries			
Aqua Vera Hand Sanitizer Gel	Amila Orange			
Aqua Vera Glass Cleaner	Amila Strawberry/Banana			
Aqua Vera Intimate Wash With Pump	Amila Apple Pear			
Aqua Vera Liquid Hand Soap	Amila Mango Apricot			
Aqua Vera Body Lotion	Amila Fruit Cocktail			
A.Vera Edt+ Rasage+G.Dou	Caline Diapers			
A.Vera Chenille Cof EDT+ Body Splash/Lotion	Casino Extra Dry			
Aqua Vera EDT Femme	Bebedou Diapers			
Aqua Vera EDT Homme	LITTLE ANGELS			
Aqua Vera L. Vaisselle	Smile Junior			
Mop Holder Spare Parts	Talia Sanitary pads & Panty Liners			
Sunshine Lingettes	Bebedou Baby Wipes			
Sunshine M.Mop+2 Ref Free Red & Yellow	Bebedou New Born			
Sunshine W.Powder	Little Angels Baby Wipes			
Fix Ego After Shave Balm	Sweet Baby Wipes			
Fix Ego After. Shave Cologne	Smile Midi x 60			
Fix Ego Deo Men Africa				
Fix Ego Gum Gel				
Fix Ego Hair Wax				

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M2, Trunk Road, Belle Village, Phoenix, Mauritius Tel : 465-9888 Fax : 465-5782 Email : topodom@intnet.mu

PRICE LIST

Date: 20th June 2017

PRODUCTS	U.P.C	U.P.0	Unit Price (vat excl)	Recommended Public Price (vat Inci)	EAN CODES
Aqua Vera Liquide Vaisselle Concentré 750 ml			1,132 0,107	(Fire may)	
Pomme	12	12	37.05	49.00	8699415020721
Limon	12	12	37.05	49.00	8699415020226
Aloe Vera	12	12	40.00	52.90	8699415020738
Agua Vera Hand Liquid Soap 500 ml	12	12	40.00	32.90	8699415020738
Jasmin	12	12	47.23	67.90	8699415020011
Rose	12	12	47.23	67.90	8699415020028
Lilac	12	12	47.23	67.90	8699415020035
Deep Ocean	12	12	47.23	67.90	8699415020042
Aloe Vera	12	12	'47.23	67.90	8699415020059
Pomegranate Mango & Melon	12	12	47.23	67.90	8699415020066
Mix Fruit	12	12	47.23 47.23	67.90	8699415020608
Soft Coral	12	12	47.23	67.90 67.90	8699415020615
Bamboo Forest	12	12	47.23	67.90	8699415020677 8699415020684
Spring Flowers	12	12	47.23	67.90	8699415020691
Cucumber	12	12	47.23	67.90	8699415022091
Lemon	12	12	47.23	67.90	8699415022107
Coffee	12	12	47.23	67.90	8699415022114
Oriental Oud	12	12	47.23	67.90	8699415022145
Agua Vera Hand Llouid Soap 2.5 Litre					
Lllac	12	12	156.52	225.00	8699415020813
Aloe Vera	12	12	156.52	225.00	8699415020820
Deep Ocean	12	12	156.52	225,00	8699415020837
Pomegranate	12	12	156.52	225.00	8699415020844
Agua Vera Shower Gel 315 ml	1 12		40.74		
Pomegranate Deep Ocean	12	12	49.74	71.50	8699415020158
Ylang Ylang	12	12	49.74	71.50 71.50	8699415020165 8699415020172
Aloe Vera	12	12	49.74	71.50	8699415020172
Orchid	12	12	49.74	71.50	8699415020745
Blue Breeze	12	12	49.74	71.50	8699415020752
Poppy Flowers	12	12	49.74	71.50	8699415020769
Agua Vera Shower Gel 500 ml					
Pink Orchid	12	12	68.17	98.00	8599415021506
Rosemary	12	12	68.17	98.00	8699415021513
Lavender	12	12	68.17	98.00	8699415021520
Grapefruit	12	12	68.17	98.00	8699415021537
Agua Vera Shampoo 400 ml					
All Hair Types	12	12	67.48	97.00	8699415020097
Anti-Drandruff Dyed & Dry Hair	12	12	67.48	97.00	8699415020103
Aqua Vera 2in1 Shampoo&Conditioner 400 ml	12	12	67.48	97.00	8699415020110
Normal Hair	12	12	67.48	97.00	95004450303B0
Dry & Damaged Hair	12	12	67.48		8699415020288 8699415020295
Oily Hair	12	12	67.48		8699415020301
Dyed Hair	12	12	67.48		8699415020318
Anti-Drandruff	12	12	67.48		8699415020325
Anti Halr Fall	12	12	67.48		8699415020332
Agua Vera Conditioner 400 mi					
All Hair Types	12	12	67.48	97.00	8699415020073
Normal Hair	12	12	67.48	97.00	8699415020349
Dyed & Dry Hair	12	12	67.48		8699415020356
Olly Halr	12	12	67.48	97.00	8699415020363
Agua Vera Shampoo 750 mi	-				
All Hair Types	12	12	103.65		8699415020127
Anti-Drandruff	12	12	103.65		8699415020134
Dyed & Dry Hair  Aqua Vera Conditioner All Hair Types 750 ml	12	12	103.65		8699415020141
	12	12	103.65		699415020080
Aqua Vera Baby Hair & Body Shampoo 315 ml	12	12	48.00		8699415020219
Aqua Vera Intimate Wash 250 ml	24	24	68.86		8699415020776
Aqua Vera Hand Sanitizer Gel 50 ml Aqua Vera Hand Sanitizer Gel 100 ml	50	50	20.17		3699415020196
Aqua Vera Hand Sanitizer Gel 100 ml	12	24	29.84		8699415020202
Aqua Vera Hand Sanitizer Gei 500 ml	12	12	80.00		699415020592
THE TELE CHESS CHESTIEF DIVE DOUBLE	1 44	4.6	38,26	55.00	699415020233

N : New Product

N.P : New Price

N.R : New Reference

Please note our prices are subject to change without prior notice.

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