

General Notice No. 174 of 2019

CCM/DS/0030/20



Decision of the Competition Commission

CCM/DS/0030/20

Non-Confidential

**Application for Immunity made by Intermart (Mtius)
Ltd under the Competition Commission Amnesty
Programme for Resale Price Maintenance**

12 December 2018

CCM/DS/0030/20

**Decision of the Commissioners of the Competition Commission
of 12 December 2018**

**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/002 – Review of Intermart (Mtlus) Ltd RPM Amnesty application'
on behalf of Bagatelle Distribution Ltd, Paltoni Retail Ltd, Express Mart Ltd,
How Hong & Co Ltd, Family World Ltd and Expressmart Distribution Ltd**

**(CCM/DS/0030/20 – Application for Immunity made by Intermart (Mtlus) Ltd on
behalf of Bagatelle Distribution Ltd, Paltoni Retail Ltd, Express Mart Ltd, How
Hong & Co Ltd, Family World Ltd and Expressmart Distribution Ltd under the
Competition Commission's Amnesty Programme for Resale Price
Maintenance)**

THE COMMISSION

Mr. C. Seebaluck - Commissioner (Chairperson),
Mrs. M. B. Rajabally - Commissioner,
Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines 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 Bagatelle Distribution Ltd, Paltoni Retail Ltd, Express Mart Ltd, How Hong & Co Ltd, Family World Ltd and Expressmart Distribution Ltd on 23rd April 2018, dated 20th April 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 03 October 2017 made by Intermart (Mtlus) Ltd on behalf of Bagatelle Distribution Ltd, Paltoni Retail Ltd, Express Mart Ltd, How Hong & Co Ltd, Family World Ltd and Expressmart Distribution Ltd ("the applicants") pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder,

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undertakings have been offered to the Commission by each of the applicants on 23 April 2018, dated 20th April 2018 (the Undertakings¹).

1.2 Having taken cognizance of a report of the Executive Director dated 29 June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

I. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively¹, the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, viz., that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereof 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 (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,
- iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and
- iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

¹ The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

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ii. The Applicants and the Application**Intermart (Mtius) Ltd**

- 1.5 Intermart (Mtius) Ltd is a private limited liability company incorporated under the laws of Mauritius with Business Registration Number C11103624 and having its registered office at 3 Lislet Geoffroy Street, Curepipe².
- 1.6 Intermart (Mtius) Ltd is a 'central d'achat' which regroups all the enterprises trading under the name of Intermart and negotiates the terms of purchase of goods from suppliers on their behalf.
- 1.7 Intermart (Mtius) Ltd is thus responsible for the 'mise à jour' of resale prices by the applicants. It is also responsible for determining their promotional prices.
- 1.8 Intermart (Mtius) Ltd enters into agreements with suppliers on behalf of the applicants but the latter retain the freedom to enter into agreements individually with suppliers if they so wish.
- 1.9 Intermart (Mtius) Ltd acts as an intermediary for the applicants and is in no way engaged in the sale of goods directly to end users.

Bagatelle Distribution Ltd

- 1.10 Bagatelle Distribution Ltd is a private limited liability company incorporated under the laws of Mauritius with Business Registration Number C10097622 and having its registered office at 3 Lislet Geoffroy Street, Curepipe and the registered nature of business being, among others, 'General Retailer - Foodstuff (including Liquor) and Non-Foodstuff (Foodstuff predominant)'. Bagatelle Distribution Ltd is a hypermarket at Bagatelle and trades under the name of 'Intermart'. Bagatelle Distribution Ltd is a reseller of consumer goods to end consumers.

Paltoni Retail Ltd

- 1.11 Paltoni Retail Ltd is a private limited liability company incorporated under the laws of Mauritius with Business Registration Number C13119389 and having its registered office at 8 Des Glais Avenue, Sodnac Quatre Bornes and the registered nature of business being, amongst other, hypermarket carrying a general line of goods and supermarket (foodstuff predominant). Paltoni Retail Ltd has a supermarket at Beau Bassin and a hypermarket at La Croisette and trades under the name of 'Intermart'. Paltoni Retail Ltd is a reseller of consumer goods to end consumers.

² Information gathered from website of Registrar of Companies

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Express Mart Ltd

1.12 Express Mart Ltd is a private limited liability company incorporated under the laws of Mauritius with Business Registration Number C11106531 and having its registered office at 3, Lislet Geoffroy Street, Curepipe and the registered nature of business being amongst other, General Retailer - Foodstuff (including Liquor) and non-foodstuff (Foodstuff predominant) and supermarket (foodstuff predominant) and Gas seller (retailer). Express Mart Ltd is a supermarket at Calodyne and trades under the name of 'Intermart'. Express Mart Ltd is a reseller of consumer goods to end consumers.

How Hong & Co Ltd

1.13 How Hong & Co Ltd is a private limited liability company incorporated under the laws of Mauritius with Business Registration Number C06022582 and having its registered office at 3, Lislet Geoffroy Street, Curepipe and the registered nature of business being, amongst others, hypermarket carrying a general line of goods and supermarket (foodstuff predominant). How Hong & Co Ltd is a hypermarket at Curepipe and trades under the name of 'Intermart'. How Hong & Co Ltd is a reseller of consumer goods to end consumers.

Family World Ltd

1.14 Family World Ltd is a private limited liability company incorporated under the laws of Mauritius with Business Registration Number C07042747 and having its registered office at Ebene Commercial Centre, Cybercity, Ebene and the registered nature of business being amongst others, hypermarket carrying a general line of goods, and General Retailer - Foodstuff (including Liquor) and Non-Foodstuff (Foodstuff predominant). Family World Ltd is a hypermarket at Ebene and trades under the name of 'Intermart'. Family World Ltd is a reseller of consumer goods to end consumers.

Expressmart Distribution Ltd

1.15 Expressmart Distribution Ltd is a private limited liability company incorporated under the laws of Mauritius with Business Registration Number C12108391 and having its registered office at 3, Lislet Geoffroy Street, Curepipe and the registered nature of business being amongst others, General Retailer - Foodstuff (including Liquor) and Non-Foodstuff. Family World Ltd is a hypermarket at Ebene and trades under the name of 'Intermart'. Expressmart Distribution Ltd is a reseller of consumer goods to end consumers.

1.16 Intermart (Mtius) Ltd made an application, through its authorised signatory, in writing on the 03rd October 2017, for RPM Amnesty on behalf of the applicants for two conducts, namely, for having:

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- (i) accepted products from [REDACTED] with resale prices as determined by the supplier pre-affixed on the products without the words "recommended price" appearing next to the resale prices ('Conduct I');
- (ii) through Intermart (Mtlus) Ltd, entered into contractual agreements with [REDACTED] which contain clauses on the resale prices of products which may amount to RPM ('Conduct II').

iii. The Investigation

1.17 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.

1.18 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').

1.19 The findings of the Executive Director are that –

- (a) the reported conducts are likely to amount to RPM conducts in as much as:

- (i) The applicants' acceptance of the products of [REDACTED], [REDACTED] with pre-affixed resale prices on them without the words 'recommended price' appearing next to the resale prices may constitute a system of arrangements amounting to an agreement, within the definition of the Act, with the object to fix the price at which the applicants must resell the respective products of the aforementioned suppliers. By accepting the products of the suppliers with such pre-affixed resale prices, the applicants may have acquiesced to the policy of the supplier to pre-affix a resale price on the product as determined by them thus amounting to an agreement involving RPM;

- (ii) The agreement entered into by Intermart (Mtlus) Ltd on behalf of the applicants with [REDACTED] might have imposed a pricing restriction on the applicants in respect to the

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resale price of the products of [REDACTED]. It therefore appears that the purpose of such a condition in the agreement might have been to impose a minimum price on the applicants which it has to observe when reselling the products of [REDACTED].

- (iii) The price list sent by [REDACTED] to the applicants contain, amongst others, a column entitled [REDACTED] that is the price to be practiced by the applicants at retail level and also contains information on the minimum resale prices of products for promotional offers. This price list may constitute an agreement between the applicants and [REDACTED] on the normal resale price and the minimum resale promotional price of products. By having ordered on the said price list and in accordance with the terms of the price list, the applicants have agreed to the retail price as mentioned in the price list and have thus been party to an agreement amounting to RPM;
- (iv) The applicants have provided an email exchange between Intermart (Mtlus) Ltd and [REDACTED] which contains a clause establishing a minimum price to be observed by the applicants when reselling [REDACTED]. The applicants have relied on same to order the products of [REDACTED] and this practice may constitute an acquiescence on the part of the applicants to the pricing restriction. The said email may thus constitute an agreement amounting to RPM.
- (v) The applicants have provided the CCM with all the information, documents, and evidence available to them regarding the RPM, and as required by the CCM; and
- (vi) The applicants have maintained a continuous and complete collaboration with the CCM throughout the whole amnesty process.

1.20 The Executive Director has further assessed the Undertakings offered by each of the applicants. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons –

- (a) Conduct 1 relates to the acceptance of [REDACTED] products with a resale price as determined by the aforementioned suppliers supplier pre-affixed on the product

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without making mention of the words 'recommended price'. The applicants have undertaken that they will not accept such products with a resale price as determined by the supplier pre-affixed on the products without the words 'recommended price' appearing next to the price. Each applicant has further undertaken that in such instances it will write to the suppliers asking them to affix the words 'recommended price' next to the price.

- (b) It will be ensured that where a supplier recommends a fixed or minimum price and that price appears on the product the wordings 'recommended price' appears next to the price. This will eliminate possibility of creating an understanding that the price as affixed is the final resale price and would be clear to both resellers and consumers that the price as affixed is mere price recommendation. The measure will also ensure adherence to section 43(3) of the Act.
- (c) Conduct II relates to contractual or other forms of agreement between the suppliers, [REDACTED] and the applicants. The applicants have undertaken that they will inform the suppliers concerned that they are no longer party to the agreement. This will ensure that the agreement and understanding on that agreement ceases. Further, the applicants will either modify or enter into new agreements which do not contain RPM clauses with the suppliers which will ensure that the applicants as resellers will be free to determine their own resale prices as they will no longer have to abide by a fixed or minimum price or price level. The applicants have further undertaken that they will ensure that they do not facilitate the implementation of those agreements, which will further ensure that any remaining potential existence of the agreement by its continuing effect is eliminated. The implementation of these undertakings will ensure that the applicants are no longer party to the RPM clauses as in Conduct II.
- (d) The above undertakings will satisfactorily address the competition concerns of the CCM in respect of the reported RPM conducts.

1.21 The Executive Director recommends that the Commission accepts the Undertakings and grant immunity from fines to the applicants for their participation in the reported RPM conduct.

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III. Legal Framework

- 1.22 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'.
- 1.23 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.
- 1.24 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 CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.
- 1.25 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

- 1.26 Having regard to the Application submitted by the applicants, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the applicants, the Commission determines that –

1) The applicants have, in the Application, admitted their participation in one or more RPM agreement(s), namely, for having:

(a) accepted products from [REDACTED]
[REDACTED] with pre-determined resale prices pre-affixed on them without the words "recommended price" appearing next to the resale prices ('Conduct I');

(b) through Intermart (Mtlus) Ltd, entered into contractual agreements with [REDACTED]

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██████████ which contain clauses on the resale prices of products which may amount to RPM ('Conduct II').

- 2) The applicants have complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report;
- 3) The Undertakings submitted by the applicants satisfactorily address the Commission's concerns in so far as the undertakings will ensure that the applicants cease their participation in/terminates all RPM agreements to which they were a party, as reported in the Application.

V. Decision

NOW THEREFORE,

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

- 1) We accept that the Application made by the applicants satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;
- 2) We accept the Undertakings offered by the applicants, which are being published as per section 63(4) of the Act (see Annex);
- 3) The Undertakings shall be effective as from the date of this decision; and
- 4) We grant immunity from financial penalty to the applicants pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck
(Commissioner)

Mrs. M. B. Rajabally
(Commissioner)

Mrs. V. Bikhoo
(Commissioner)

Securities
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Partenaire Intermarché

BAGATELLE DISTRIBUTION LTD

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Tel: (+230) 670 7788 Fax: (+230) 670 8988
Business Address: Bagatelle Mall of Mauritius, Bagatelle
Tel: (+230) 468 8088 Fax: (+230) 468 8089

BRN: C10097622 VAT Number: VAT27029869

Undertakings to the CCM

Undertakings provided by Bagatelle Distribution Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 03 October 2017

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

[20 April 2018]

A handwritten signature in black ink, consisting of a stylized, cursive letter 'B'.

1. Definitions:

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

Bagatelle Distribution: Bagatelle Distribution Ltd and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Bagatelle Distribution;

Act: the Competition Act 2007;

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

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.

2. Background:

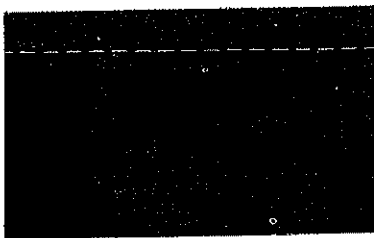
Bagatelle Distribution is a reseller of consumer goods in Mauritius.

By its letter dated 03 October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Bagatelle Distribution has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the 'Application').

The reported activity involves two conducts whereby Bagatelle Distribution has:

- (i) accepted products with resale prices pre-determined and pre-labelled on the products by its suppliers without the words "recommended price" appearing next to the resale prices; (the "Conduct I"); and
- (ii) entered into contractual agreements with suppliers, which contain clauses on the resale prices of products (the "Conduct II").

Conduct I is in relation to the following suppliers:



EB

[REDACTED]

The agreement with respect to Conduct II is in relation to the following suppliers:

[REDACTED]

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With respect to Conduct I, the practice of Bagatelle Distribution to accept products with resale prices pre-determined and pre-affixed on the products by the suppliers, without the terms "recommended price" appearing next to the resale prices may constitute an RPM within the meaning of the Act.

With respect to Conduct II, by signing these agreements, Bagatelle Distribution has been party to such agreements which contain clauses establishing minimum prices to be observed by Bagatelle Distribution while selling their respective products.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, Bagatelle Distribution is, by the present, 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 amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, Bagatelle Distribution hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

Bagatelle Distribution shall inform the above-mentioned suppliers in relation to conduct II that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

Bagatelle Distribution shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

Bagatelle Distribution shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.



3.2. Information Dissemination

Bagatelle Distribution shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing Bagatelle Distribution's pricing policy, in line with the provisions of the Act.

3.3. Reporting

Bagatelle Distribution shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by Bagatelle Distribution in reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

Bagatelle Distribution shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that Bagatelle Distribution has irrevocably ceased the impugned resale price maintenance;

Bagatelle Distribution shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate Bagatelle Distribution's compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

Bagatelle Distribution shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

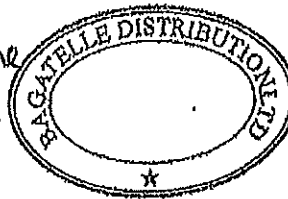
[Signature of Director No 1]

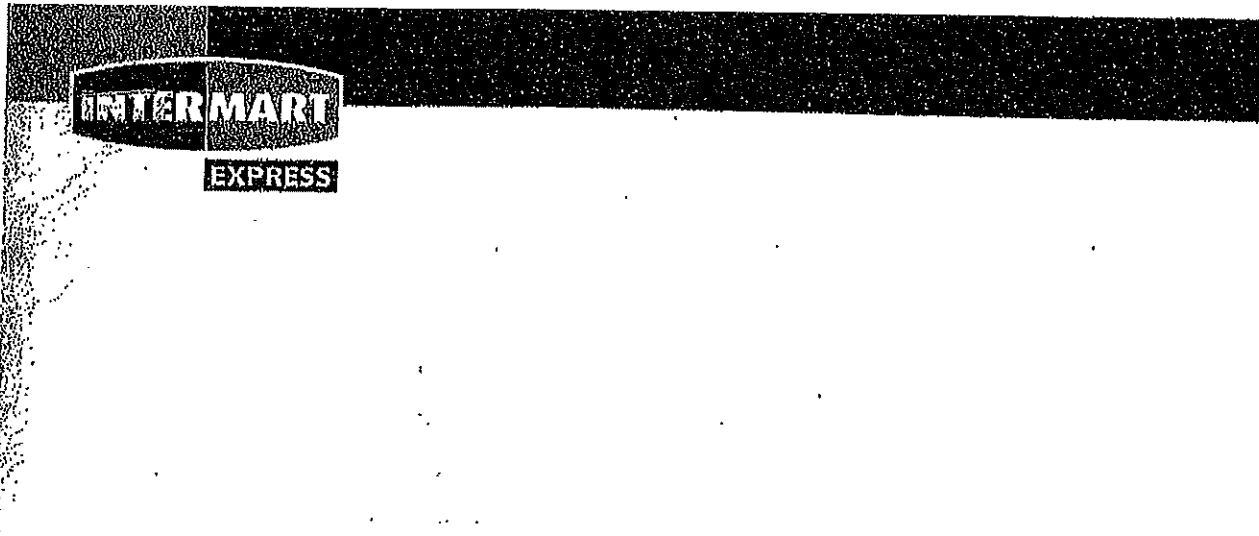
Position: Director

Duly authorised for and on behalf of:

Bagatelle Distribution

Mr. Stephane
HOU HONG





Undertakings to the CCM

Undertakings provided by Paltoni Retail Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 03 October 2017

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

[20 April 2018]

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1. Definitions:

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

Paltoni Retail: Paltoni Retail Ltd and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Paltoni Retail;

Act: the Competition Act 2007;

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

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.

2. Background:

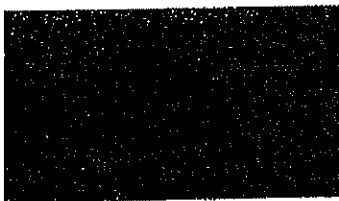
Paltoni Retail is a reseller of consumer goods in Mauritius.

By its letter dated 03 October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Paltoni Retail has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the 'Application').

The reported activity involves two conducts whereby Paltoni Retail has:

- (i) accepted products with resale prices pre-determined and pre-labelled on the products by its suppliers without the words "recommended price" appearing next to the resale prices; (the "Conduct I"); and
- (ii) entered into contractual agreements with suppliers, which contain clauses on the resale prices of products (the "Conduct II").

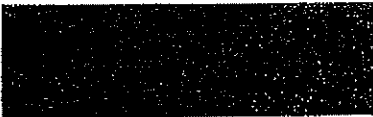
Conduct I is in relation to the following suppliers:



[Handwritten signature]



The agreement with respect to Conduct II is in relation to the following suppliers:



Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With respect to Conduct I, the practice of Paltoni Retail to accept products with resale prices pre-determined and pre-affixed on the products by the suppliers, without the terms "recommended price" appearing next to the resale prices may constitute an RPM within the meaning of the Act.

With respect to Conduct II, by signing these agreements, Paltoni Retail has been party to such agreements which contain clauses establishing minimum prices to be observed by Paltoni Retail while selling their respective products.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, Paltoni Retail is, by the present, 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 amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, Paltoni Retail hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

Paltoni Retail shall inform the above-mentioned suppliers in relation to conduct II that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

Paltoni Retail shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

Paltoni Retail shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears

on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2. Information Dissemination

Paltoni Retail shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing Paltoni Retail's pricing policy, in line with the provisions of the Act.

3.3. Reporting

Paltoni Retail shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by Paltoni Retail in reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

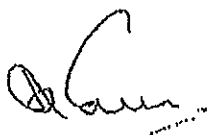
Paltoni Retail shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that Paltoni Retail has irrevocably ceased the impugned resale price maintenance;

Paltoni Retail shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate Paltoni Retail's compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

Paltoni Retail shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.



Mr L.C.K LAM THUDK MINE

[Signature of Director No 1]

Position: Director

Duly authorised for and on behalf of:

Paltoni Retail



EXPRESS MART LTD
Head Office Address: 2, Milet Geoffroy Street, Curepipe
Tel: (+230) 670 7788 Fax: (+230) 670 8998
Business Address: Royal Road, St. Francis, Calodyne
Tel: (+230) 288 1068 Fax: (+230) 288 1091
BRN: C11108591 VAT Number: VAT27149740

Undertakings to the CCM

Undertakings provided by Express Mart Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 03 October 2017

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

[20 April 2018]

1. Definitions:

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

Express Mart : Express Mart Ltd and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Express Mart ;

Act: the Competition Act 2007;

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

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.

2. Background:

Express Mart is a reseller of consumer goods in Mauritius.

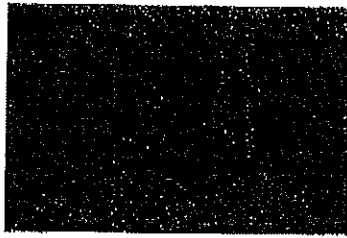
By its letter dated 03 October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Express Mart has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the 'Application').

The reported activity involves two conducts whereby Express Mart has:

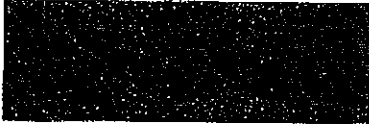
- (i) accepted products with resale prices pre-determined and pre-labelled on the products by its suppliers without the words "recommended price" appearing next to the resale prices; (the "Conduct I"); and
- (ii) entered into contractual agreements with suppliers, which contain clauses on the resale prices of products (the "Conduct II").

Conduct I is in relation to the following suppliers:

[REDACTED]



The agreement with respect to Conduct II is in relation to the following suppliers:



Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With respect to Conduct I, the practice of Express Mart to accept products with resale prices pre-determined and pre-affixed on the products by the suppliers, without the terms "recommended price" appearing next to the resale prices may constitute an RPM within the meaning of the Act.

With respect to Conduct II, by signing these agreements, Express Mart has been party to such agreements which contain clauses establishing minimum prices to be observed by Express Mart while selling their respective products.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, Express Mart is, by the present, 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 amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, Express Mart hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

Express Mart shall inform the above-mentioned suppliers in relation to conduct II that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

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Express Mart shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

Express Mart shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2. Information Dissemination

Express Mart shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing Express Mart's pricing policy, in line with the provisions of the Act.

3.3. Reporting

Express Mart shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by Express Mart in reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

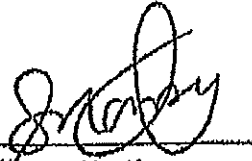
Express Mart shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that Express Mart has irrevocably ceased the impugned resale price maintenance;

Express Mart shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate Express Mart's compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

Express Mart shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.



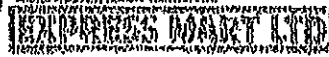
[Signature of Director No 1]

Position: Director

Duly authorised for and on behalf of:

Express Mart

Mr Stephane How Hong





HOW HONG & CO. LTD
Head Office Address: 3, Lislet Geoffroy Street, Curepipe
Tel: (+230) 670 7788 Fax: (+230) 670 8090
Business Address: Botanical Garden St., Curepipe
Tel: (+230) 670 5110/2806 Fax: (+230) 670 5108
BRN: C06022582 VAT Number: VAT20180698

Undertakings to the CCM

Undertakings provided by How Hong Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 03 October 2017

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

[20 April 2018]

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1. Definitions:

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

How Hong: How Hong & Co Ltd and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by How Hong;

Act: the Competition Act 2007;

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

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.

2. Background:

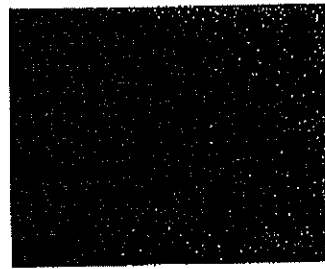
How Hong is a reseller of consumer goods in Mauritius.

By its letter dated 03 October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), How Hong has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the 'Application').

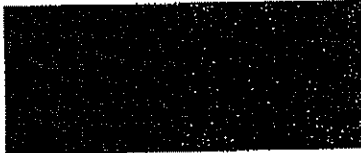
The reported activity involves two conducts whereby How Hong has:

- (i) accepted products with resale prices pre-determined and pre-labelled on the products by its suppliers without the words "recommended price" appearing next to the resale prices; (the "Conduct I"); and
- (ii) entered into contractual agreements with suppliers, which contain clauses on the resale prices of products (the "Conduct II").

Conduct I is in relation to the following suppliers:



The agreement with respect to Conduct II is in relation to the following suppliers:



Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With respect to Conduct I, the practice of How Hong to accept products with resale prices pre-determined and pre-affixed on the products by the suppliers, without the terms "recommended price" appearing next to the resale prices may constitute an RPM within the meaning of the Act.

With respect to Conduct II, by signing these agreements, How Hong has been party to such agreements which contain clauses establishing minimum prices to be observed by How Hong while selling their respective products.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, How Hong is, by the present, 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 amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, How Hong hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

How Hong shall inform the above-mentioned suppliers in relation to conduct II that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

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How Hong shall not, in any manner whatsoever enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

How Hong shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2. Information Dissemination

How Hong shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing How Hong's pricing policy, in line with the provisions of the Act.

3.3. Reporting

How Hong shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by How Hong in reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

How Hong shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that How Hong has irrevocably ceased the impugned resale price maintenance;

How Hong shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate How Hong's compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

How Hong shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.



[Signature of Director No 1]

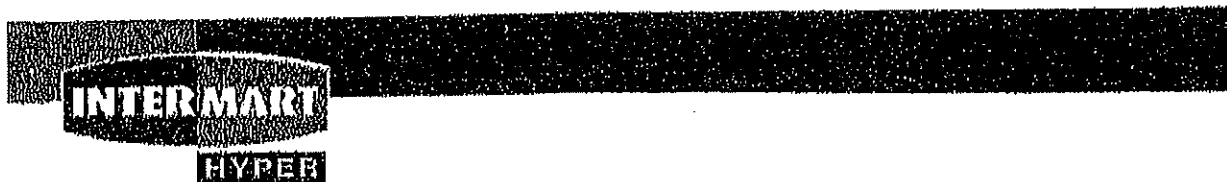
Position: Director

Duly authorised for and on behalf of:

How Hong

Mr Stephane
HOW HONG





Undertakings to the CCM

Undertakings provided by Family World Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 03 October 2017

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

[20 April 2018]

A handwritten signature or set of initials, appearing to be "UR", is written in dark ink. The letters are stylized and somewhat cursive. A horizontal line is drawn underneath the signature.

1. Definitions:

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

Family World: Family World Ltd and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Family World;

Act: the Competition Act 2007;

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

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.

2. Background:

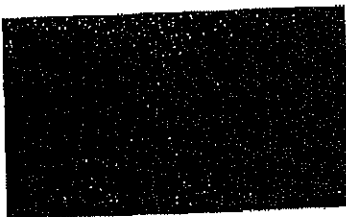
Family World is a reseller of consumer goods in Mauritius.

By its letter dated 03 October 2017 addressed to the Competition Commission and pursuant to paragraph 3.6A of the 'CCM 3 Guidelines -- Collusive Agreements' (amended June 2017), Family World has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the 'Application').

The reported activity involves two conducts whereby Family World has:

- (i) accepted products with resale prices pre-determined and pre-labelled on the products by its suppliers without the words "recommended price" appearing next to the resale prices (the "Conduct I"); and
- (ii) entered into contractual agreements with suppliers, which contain clauses on the resale prices of products (the "Conduct II").

Conduct I is in relation to the following suppliers:



WJL



The agreement with respect to Conduct II is in relation to the following suppliers:



Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With respect to Conduct I, the practice of Family World to accept products with resale prices pre-determined and pre-affixed on the products by the suppliers, without the terms "recommended price" appearing next to the resale prices may constitute an RPM within the meaning of the Act.

With respect to Conduct II, by signing these agreements, Family World has been party to such agreements which contain clauses establishing minimum prices to be observed by Family World while selling their respective products.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, Family World is, by the present, 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 amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, Family World hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

Family World shall inform the above-mentioned suppliers in relation to conduct II that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

Family World shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

Family World shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2. Information Dissemination

Family World shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing Family World's pricing policy, in line with the provisions of the Act.

3.3. Reporting

Family World shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by Family World in reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

Family World shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that Family World has irrevocably ceased the impugned resale price maintenance;

Family World shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate Family World's compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

Family World shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

ACT

[Signature of Director No 1]

Position: Director

Duly authorised for and on behalf of:

Family World

Mr L.T.K LAM CHEE FONG



LR



EXPRESSMART DISTRIBUTION LTD
Head Office Address: 8, Lislet Geoffroy Street, Curepipe
Teli (+230) 670 7788 Fax (+230) 670 8998
Business Address: 18, St Jean Road, Quatre Bornes
Teli (+230) 424 7788 Fax (+230) 425 8998
BRN: C12108991 VAT Number: VAT27192587

Undertakings to the CCM

Undertakings provided by Expressmart Distribution Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 03 October 2017

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

[20 April 2018]

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1. Definitions:

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

Expressmart Distribution : Expressmart Distribution Ltd and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Expressmart Distribution ;

Act: the Competition Act 2007;

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

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.

2. Background:

Expressmart Distribution is a reseller of consumer goods in Mauritius.

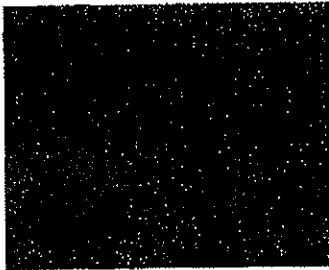
By its letter dated 03 October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Expressmart Distribution has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the 'Application').

The reported activity involves two conducts whereby Expressmart Distribution has:

- (i) accepted products with resale prices pre-determined and pre-labelled on the products by its suppliers without the words "recommended price" appearing next to the resale prices; (the "Conduct I"); and
- (ii) entered into contractual agreements with suppliers, which contain clauses on the resale prices of products (the "Conduct II").

Conduct I is in relation to the following suppliers:





The agreement with respect to Conduct II is in relation to the following suppliers:



Section 48 of the Act prohibits resale price maintenance and section 49(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With respect to Conduct I, the practice of Expressmart Distribution to accept products with resale prices pre-determined and pre-affixed on the products by the suppliers, without the terms "recommended price" appearing next to the resale prices may constitute an RPM within the meaning of the Act.

With respect to Conduct II, by signing these agreements, Expressmart Distribution has been party to such agreements which contain clauses establishing minimum prices to be observed by Expressmart Distribution while selling their respective products.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, Expressmart Distribution is, by the present, 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 amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, Expressmart Distribution hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

Expressmart Distribution shall inform the above-mentioned suppliers in relation to conduct II that it is no longer party to the restrictive clause constituting RPM and shall either modify the

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agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

Expressmart Distribution shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

Expressmart Distribution shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2. Information Dissemination

Expressmart Distribution shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing Expressmart Distribution's pricing policy, in line with the provisions of the Act.

3.3. Reporting

Expressmart Distribution shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by Expressmart Distribution in reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

Expressmart Distribution shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that Expressmart Distribution has irrevocably ceased the impugned resale price maintenance;

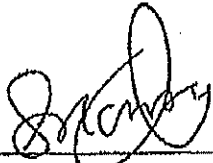
Expressmart Distribution shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate Expressmart Distribution's compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

Expressmart Distribution shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.



4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.



[Signature of Director No 1]

Position: Director

Duly authorised for and on behalf of:

Expressmart Distribution

Mr Stephen
HOW HONG

