

# EU-COMPETITION LAW

SAELENS INTERTRANSPORT NV (Sitra NV), part of the Sitra Group



## 1. INTRODUCTION

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- 1.1 The Sitra-group is an international transporter of goods, specialized in the transport and logistics of food products in all of their forms. In order to continue to grow and to guarantee its position as a reliable partner, Sitra develops various policies that make it possible to maintain this position. Fair competition within the transport sector is part of this. As an undertaking based in the European Union, Sitra must comply with the European competition rules, the most important of which are Articles 101 and 102 TFEU. Competition law protects the free market, keeping the market healthy. This benefits not only the undertakings being part of that specific market, but ultimately consumers as well.

## 2. SCOPE

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- 2.1 Since Sitra has branches all over Europe, this policy applies to every Sitra branch. This policy applies to all staff members working for the Sitra group, regardless of their position.

### 3. THE PROHIBITION ON CARTELS (ARTICLE 101 TFEU)

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- 3.1 Article 101 (1) states that all the agreements and concerted practices between undertakings which may affect trade between member states are prohibited when the agreement or concerted practices has as their object or effect the prevention, restriction or distortion of competition within the internal market. Via this policy, Sitra wants to confirm that they are aware of article 101, and takes the necessary steps to avoid infringements. Intra-group agreements are no part of article 101 TFEU and are allowed.
- 3.2 Sitra is aware of the fact that an agreement must be interpreted in the broadest interpretation possible. Not only written agreements, but also oral agreements or any other concurrence of wills can be interpreted as an agreement.
- 3.3 Sitra is aware that no concerted practices are allowed who restrict the market. There is a concerted practice when there is contact between competitors that isn't normally done and that has an impact on the commercial conduct. Sitra will avoid that such contact will happen.
- 3.4 Sitra is aware that both the distortion, restriction and prevention by effect (=Looking at the concrete impact on the market) and by object (=the behaviour or practice as such is an infringement, without looking at the effects) are forbidden.
- 3.5 In addition to article 3.3, Sitra shall not engage in the following practices, as referred to in article 101 (1) TFEU which:
- directly or indirectly fix purchase or selling prices or any other trading conditions;
  - limit or control production, markets, technical development, or investment;
  - share markets or sources of supply apply dissimilar conditions to equivalent transactions with other trading parties, thereby placing them at a competitive disadvantage
  - make the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contract
- 3.6 In case there are vertical agreements with suppliers or customers, Sitra is aware that there are hardcore breaches, to which the block exemption will not apply. In addition to these hardcore restrictions, there are also clauses of contracts that will not benefit from the block exemption, including:
- any direct or indirect non-compete obligation, the duration of which is indefinite or exceeds five years;
  - any direct or indirect obligation causing the buyer, after termination of the agreement, not to manufacture, purchase, sell or resell goods or services;
- 3.7 Sitra is aware of the fact that infringements of Article 101 (1) TFEU will cause the agreements to be void, as stipulated in Article 101 (2) TFEU. In addition, Sitra is aware that infringements can be fined by the European Commission on the one hand and by the competition authorities

of the Member States in which Sitra has companies on the other. As stipulated in article 3.1, Sitra will take all possible measures to avoid infringements, so that no fines will be imposed on Sitra.

## 4. THE PROHIBITION OF ABUSE OF A DOMINANT ECONOMIC POSITION (ARTICLE 102 TFEU)

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- 4.1 Sitra is aware that a dominant market position is a position of economic strength enjoyed by an undertaking which enables it to hinder the maintenance of effective competition on the relevant market by allowing it to behave to an appreciable extent independently of its competitors and customers and ultimately of consumers.
- 4.2 Sitra has no dominant position on the relevant markets, taking into account the market share of the relevant markets , the assessment of demand substitutions or supply substitutions.
- 4.3 Should Sitra acquire a dominant market position, Sitra will amend this policy so that sufficient safeguards are put in place to ensure that abuse of the dominant market position is not possible.

## 5. SUPPLIERS

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- 5.1 It is important for Sitra that its suppliers also comply with the obligations of Articles 101 and 102 TEU. To this end, Sitra asks its suppliers to sign a code of conduct in which they must guarantee that they will also comply with the above-mentioned articles.

## 6. COMPLAINTS

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- 6.1 If there are any signs that this policy has been violated, this will be investigated and dealt with by our legal department. They can be contacted via the following e-mail address: [qualit@sitra-group.com](mailto:qualit@sitra-group.com)

Complaints can also be sent by letter to the following address: Pilkemseweg 113, 8900 Ieper, Belgium.