

JUDGMENT OF THE COURT
21 FEBRUARY 1984 ¹

Hasselblad (GB) Limited
v Commission of the European Communities

(Competition — Concerted practice)

Case 86/82

1. *Measures adopted by the institutions — Statement of reasons — Obligation to give — Scope*
(*EEC Treaty, Art. 190*)
2. *Competition — Agreements, decisions and concerted practices — Exclusive agreements — Block exemption — Sole distributorship agreement not containing a prohibition on exports — Concerted practice — Restriction of parallel imports — Benefit of exemption — None*
(*Regulation No 67/67/EEC of the Commission, Arts. 1 and 3*)
3. *Competition — Agreements, decisions and concerted practices — Selective distribution system — Prohibition of sales between authorized dealers — Unlawful clause*
(*EEC Treaty, Art. 85 (1)*)
4. *Competition — Agreements, decisions and concerted practices — Selective distribution system — Clause permitting the prohibition of dealers' advertisements — Prohibition*
(*EEC Treaty, Art. 85 (1)*)
5. *Competition — Agreements, decisions and concerted practices — Selective distribution system — Quantitative criteria determining selection — Prohibition*
(*EEC Treaty, Art. 85 (1)*)

1. Although Article 190 of the Treaty requires the Commission to mention the factual circumstances justifying a decision and the considerations which led to its adoption, it does not require the Commission to discuss all the issues of fact and law which were raised during the administrative procedure.
2. A sole distributorship agreement not containing any prohibition on exports cannot qualify for block exemption under Regulation No 67/67/EEC of the Commission if the undertakings concerned are engaged in a concerted practice aimed at restricting parallel imports intended for an unauthorized dealer.

¹ — Language of the Case: English.

3. A prohibition of sales between authorized dealers provided for in a standard agreement used by an undertaking which applies a selective distribution system constitutes a restriction of the economic freedom of such dealers and, consequently, a restriction of competition within the meaning of Article 85 (1) of the EEC Treaty. The fact that the undertaking concerned never impeded exports by its dealers is not sufficient to preclude the existence of a clear prohibition of exports.
4. A clause inserted in a standard agreement used by an undertaking which applies a selective distribution system constitutes an infringement of Article 85 (1) of the Treaty if it permits that undertaking to scrutinize the wording of dealers' advertisements as regards selling prices and to prohibit such advertisements.
5. A selective distribution system falls within the prohibition laid down by Article 85 (1) of the Treaty if it provides for the selection of dealers on the basis not only of qualitative but also of quantitative criteria. That is the case where an undertaking which applies a system of that kind reserves the right not to appoint a new qualified dealer if, in a small area, there is already a large number of dealers and where it restricts the freedom of dealers, even authorized dealers, to establish their business in a location in which it considers their presence capable of influencing competition between dealers.

In Case 86/82

HASSELBLAD (GB) LIMITED, London, represented by the firm of Deringer, Tessin, Herrmann & Sedemund, Rechtsanwälte, Cologne, and by William T. Stockler, Solicitor, London, with an address for service in Luxembourg at the offices of the Vereins- und Westbank Internationale SA, 25 Boulevard Royal,

applicant,

v

COMMISSION OF THE EUROPEAN COMMUNITIES, represented by its Legal Adviser, John Temple Lang, with an address for service in Luxembourg at the office of Oreste Montalto, a member of its Legal Department, Jean Monnet Building, Kirchberg,

defendant,

supported by

CAMERA CARE LTD, represented by Mark Barnes, Barrister, of Lincoln's Inn, instructed by Pollard & Co., Solicitors, with an address for service in Luxembourg at 50 Route d'Esch,

intervener,