II

(Acts whose publication is not obligatory)

COMMISSION

COMMISSION DECISION

of 19 December 1984

relating to a proceeding under Article 85 of the EEC Treaty (IV/29.725 – Wood pulp)

(Only the English text is authentic)

(85/202/EEC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community,

Having regard to Council Regulation No 17 of 6 February 1962, First Regulation implementing Articles 85 and 86 of the Treaty [1], as last amended by the Act of Accession of Greece, and in particular Article 3 thereof,

Having regard to the Commission Decision of 29 July 1981 to initiate proceedings in this case,

Having given the undertakings concerned the opportunity to make known their views on the objections raised by the Commission, pursuant to Article 19 (1) of Regulation No 17 and to Commission Regulation No 99/63/EEC of 25 July 1963 on the hearings provided for in Article 19 (1) and (2) of Council Regulation No 17 [2],

After consultation within the Advisory Committee on Restrictive Practices and Dominant Positions,

Whereas:

PART I

THE FACTS

(1) In 1977 the Commission carried out investigations, under Article 14 of Regulation No 17, in the pulp industry, referring especially to the behaviour of the addressees of this Decision [3] since 1973. Having discovered a number of restrictive practices and agreements which had not been notified under Article 4 or 5 of Regulation No 17, the Commission decided, in September 1981, to initiate proceedings on its own initiative under Article 3 (1) of Regulation No 17 and served on the addressees of this Decision its Statement of Objections. In order to verify the arguments contained in the undertakings' replies to the Statement of Objections, the Commission, in September 1982, requested additional information concerning the years 1974 to mid-1982 under Article 11 of Regulation No 17. The facts resulting from these investigations by the Commission can be summarized as follows.

A. The market

I. *The product*

(2) 1. The subject matter of this Decision is bleached sulphate pulp, as used in paper manufacturing and which is offered on the open market (so-called market pulp). Bleached sulphate

[1] OJ No 13, 21. 2. 1962, p. 204/62.
[2] OJ No 127, 20. 8. 1963, p. 2268/63.

[3] See Article 4 of this Decision.

pulp is obtained from the chemical processing of cellulose, which consists of plant fibres. This production process confers certain specific properties on the end product: bleached sulphate pulp accordingly differs from other types of pulp. The quality of sulphate pulp is better than that of other chemical pulps (soda pulp, sulphite pulp) or mechanical pulps. Almost all types of wood are used in its production in contrast to the soda pulp process. For example, it requires less energy than mechanical pulp production and is less pollutant than the sulphite pulp process. The first stage of the process produces unbleached (brown) sulphate pulp. This is used, for example, in the manufacture of bags, cardboard boxes and other packaging material. When used in the manufacture of finer papers, where colour and purity are important, the sulphate is chemically bleached in a further stage of the process. Of all pulps, bleached sulphate pulp is best in quality. Its market share has been steadily increasing in recent years; it accounted for roughly one-third in 1980.

(3) 2. The properties of bleached sulphate pulp vary according to the type of wood used in its production. Softwood pulp has longer fibres, is more tear-resistant and has greater machinability. It is generally regarded as being better in quality than hardwood pulp, which has shorter fibres and is particularly suited to the production of soft paper. Pulp made from wood produced in northern latitudes, which has grown relatively slowly (northern softwood/hardwood) is considered better in quality than pulp from wood produced in southern latitudes (southern softwood/hardwood). Since 1978 at least, this quality grading has led to four price levels for the four types of product (northern softwood, southern softwood, northern hardwood and southern hardwood), the highest prices being paid for northern softwood and the lowest for southern hardwood. Further distinctions according to brightness are made within these four product categories. Pulp over 88 GE [1] is considered prime quality, while pulp below 80 GE is classified as semi-bleached. The brighter the product, the higher its price.

(4) 3. In accordance with the different properties and relative merits of the different types of products, paper manufacturers usually use a mixture of types to make a certain paper of a certain grade. Within any product category, pulp produced by individual manufacturers is in fact interchangeable to a considerable extent, while in contrast, any switch from one product category to another can take place only within given physiochemical confines: it requires time-consuming and costly trials and conversion of manufacturing plant. From the paper manufacturers' point of view it is possible to change over to another producer, at least for the same product category, but, on the other hand, he attaches great importance to the maintenance of long-standing supply relationships and also to security of supplies, which in any case he usually obtains from a number of producers in different countries.

[1] Brightness is expressed with reference to a scale; the highest theoretical value is 100.

II. *The producers*

(5) 1. Sulphate pulp is produced worldwide by more than 800 firms in over 30 countries. A major part of the sulphate pulp produced by these firms is used by the firms themselves or their associated companies (e.g. for papermaking). Only some 40 % of all the bleached sulphate pulp produced is sold on the open market [2] (so-called market pulp, the subject-matter of this Decision). More than 50 firms sell market pulp in the Community.

Total output of bleached market pulp in 1981 was roughly 18 million tonnes. Leading producer countries were Canada (just over six million tonnes), the USA (just over four million tonnes), Sweden (approximately 2,5 million tonnes and Finland (approximately 1,6 million tonnes) [3].

(6) 2. Most of the US producers form part of the integrated operations of paper-manufacturing groups whose annual turnovers total several thousand million dollars. The biggest of them sell more than 300 000 tonnes per year, of which they ship up to 100 000 tonnes per year to the Community. The Canadian producers are mostly part of integrated groups with annual turnovers totalling up to US $ 2 000 million. The biggest of them sell over 500 000 tonnes per year and ship more than 150 000 tonnes to the Community. The

[2] The percentage of market pulp varies widely from country to country and is influenced by the economic situation.

[3] The figures are based on FAO, OECD and Data Resources Incorporated statistics.

Swedish producers are also integrated companies as a rule. Their total turnover is usually less than US $ 1 000 million. The largest of them sell more than 300 000 tonnes per year and some of them supply almost their entire output to the Community. In many cases the Finnish manufacturers are also integrated firms. Their turnovers amount to less than US $ 1 000 million. The largest of them sell some 200 000 tonnes per year. Ten manufacturers (1) belong to a joint sales organization (Finncell) which markets their pulp exclusively in its own name and for its own account, fixes prices and distributes incoming orders between its members. Generally speaking, in so far as total turnover is concerned, the US and Canadian producers are bigger companies than the Swedish and Finnish producers. The Swedish and Finnish producers, however, ship larger quantities to the EEC than the US Canadian producers.

Producers in all four countries often reserve long-term supply arrangements for the major paper manufacturers in the Community of pulp on the basis of fixed quantities, prices usually being fixed from quarter to quarter. Several producers have interests in European paper manufacturers. As a rule, one producer delivers to more than 50 customers in the Community. Finncell has the greatest number of customers in the Community (some 290 paper manufacturers).

(7) 3. Pulp production and shipment costs within the Community vary according to plant location. On account of differing trends in the economic situations and exchange rates of the individual producer countries between 1975 and 1981, there was a marked shift in the relative cost advantages and disadvantages of the firms to which this Decision is addressed. In 1976, producers located in both the south-west and the north-west of the USA were at a considerable advantage as regards costs, while, in 1981, the latter were at a substantial disadvantage. Table 1 shows the relevant details.

(8) 4. Between 1975 and 1981 the capacity utilization ratio and the level of stocks of pulp producers differed widely not only between different countries but also between the producers of one country. For details see tables 3 and 4.

(1) Eleven until 1980; these undertakings are listed in table 5. With regard to this organization see paragraph 135.

III. *The customers*

(9) The European Economic Community is the most important sales area for bleached sulphate pulp. Of the total sales of approximately 18 million tonnes in 1981, some 6,1 million tonnes were supplied in the Community (2). The largest shipments went to the Federal Republic of Germany (just under two million tonnes), to France (over 1,3 million tonnes) and to the United Kingdom (over 1,1 million tonnes). Barely 0,7 million tonnes (3) were produced in the Community that year.

(10) The Community market is particularly important to the Swedish and Finnish producers, who ship about two-thirds of their total output of market pulp to the Community. The European market is of less importance to the North American producers when compared with the much larger home markets. Shipments to the Community largely help them to diversify and to even out cyclical fluctuations in the United States.

(11) Bleached sulphate pulp is bought by more than 800 paper manufacturers operating in the Community. Some 100 of them buy large quantities. Such firms have usually entered into long-term supply agreements. In order to obtain the mixture required for their manufacturing and to minimize supply risks, they buy bleached sulphate pulp from several producers in different countries. The major buyers purchase more than 200 000 tonnes of bleached sulphate pulp per year. Their total turnover amounts to over US $ 1 000 million. They are often linked with pulp producers whose headquarters are located outside the Community.

IV. *Development of the pulp market*

(12) 1. The pulp market is subject to cyclical fluctuation due to differences in the economic situation. Demand for market pulp is largely influenced by the demand for paper and board which corresponds closely to changes in industrial production. On average, paper production in the EEC (and especially production of higher grade paper) has however steadily increased over the past years.

(13) 2. After a recovery in 1973, paper production and consequently pulp consumption in the EEC diminished in 1974 and, more strikingly, in 1975.

(2) See table 2.
(3) Cepac 'Annual statistics' (1981).

During that year the capacity utilization ratio of nearly all pulp producers fell dramatically and stocks at the producers' mills increased to an unprecedented level equalling for some producers the production of a whole year. Whereas, in Canada, long strikes held stocks down and the increase in stocks was extremely high in Sweden where the State financed a part of the costs of additional stocks under the Stock Incentive Scheme. In 1976 the importation and consumption of pulp in the EEC recovered to almost the 1974 level and remained relatively stable in 1977. In 1978 the pulp imports into, and pulp consumption in, the EEC began to increase. This increase continued and reached a peak in 1980 (imports 30 % and consumption 50 % above the 1976 level). In 1981, imports and consumption of pulp diminished slightly. This decline continued in 1982. (For details see tables 2, 3 and 4.) During the whole period, imports and consumption in the different countries of the EEC showed significant differences.

(14) 3. Since 1976, prices are generally quoted in United States dollars. Prior to this date the Canadian and US American producers quoted in US dollars, whereas the Swedish and Finnish producers quoted in Swedish kronor. Except for the fourth quarter of 1977 and the first three quarters of 1978, all producers applied a two-tier system quoting higher prices for deliveries to Mediterranean ports (zone 2) than to ports in north-western Europe (zone 1).

(15) From the first quarter of 1974 to the first quarter of 1975, pulp prices rose by more than 40 % (prime bleached softwood rose from approximately US $ 290 to 415) and remained stable throughout 1976 [1]. In 1977, actual transaction prices dropped almost to the level of the first quarter of 1974, whereas the announced prices remained for the first three quarters of 1977 at the 1976 level. From the third quarter of 1978 to the second quarter of 1980, prices continually rose to attain an overall increase of more than 60 % (prime bleached northern softwood rose from approximately US $ 330 to 545) and remained stable until the fourth quarter of 1981 [1]. In the fourth quarter of 1981 the announced price showed a further increase which was not accepted in all Member States. In 1982, transaction prices rapidly fell until they reached again the early 1979 level.

[1] During that period, widely varying national inflation rates and continually fluctuating exchange rates between the domestic currencies of the producers led to considerable differences in real income for suppliers.

B. The undertakings concerned

(16) The undertakings concerned are among the leading world producers of bleached sulphate pulp and among the leading suppliers of European manufacturers. Most of them are integrated firms which process part of the pulp they produce into paper and paperboard. Table 5 gives further details of their total turnover, the location and capacity of their production plants and the interests they hold in other producers or in European paper manufacturers.

C. The pricing system of the firms concerned

I. *Announced prices*

(17) 1. Prices are commonly fixed for the subsequent quarter. A few weeks before the beginning of a quarter, the producers announce the new prices of their respective products. The announcements are made either orally, by telephone, in writing or by telex to customers, agencies or the specialist press (notably 'Pulp and Paper International', 'Paper' and 'Deutsche Papierwirtschaft'), which publishes the information forthwith. Other producers quickly learn of any producer's newly announced prices, either through the specialist press, reports from their agents or enquiries among their common customers. This can be seen from the following:

(18) — Telex dated 22 May 1975 from Continental Cellulose to its principal Norrlands Skogsägares Cellulosa:

'KEA announcing unchanged prices for the third quarter of 1975.' (III/437)

KEA (Pulp, Paper and Paper Board Export Association of the United States) officially announced its prices on 1 June 1975.

(19) — Telex dated 19 November 1975 from Continental Cellulose to its principal Stora Kopparbergs:

'We just learn that SCA have decided to offer henceforth their pulps in Belgium in US dollars at the following levels:

— SBK[2]:	415,
— HBK[3]:	410,
— SB sulphite:	410,
— unbleached sulphite:	382,
— unbleached kraft:	375.

[2] SBK = softwood bleached kraft (= sulphate).
[3] HBK = hardwood bleached kraft (= sulphate).

As your agents, and in order to help the stability of the market – which needs it because of the very low and bad paper prices – we beg to recommend to follow such levels. Please instruct.' (III/400)

SCA (Svenska Cellulosa AB) announced its prices on 19 November 1975.

(20) — Telex dated December 1978 from Mr Ph. Verdet (agent), to his principal Mr Bivar of Portucel:

'Avons entendu dire que la KEA aurait annoncé aujourd'hui les prix suivants:

— kraft blanchie résineux du nord: 400,
— kraft blanchie résineux du sud: 385,
— kraft blanchie feuillus du sud: 380.

Vous telexerons autres commentaires dès que possible.' (VII F 2/161)

(21) — Telex dated 15 June 1979 from Mr Weijerman (agent), to his principal Mr Bivar of Portucel:

'Re: Price situation third quarter. Fincel, Modo, Soedra and Borregaard no increases. Other scan mills not yet announced.

Re: US mills. Georgia Pacific increased bleached softwood from US $ 410 to 425 and advised for bleached hardwood unchanged prices (US $ 395).

Re: YR prices. Kindly advise your price structure for third quarter. Since US and Scandinavian hardwood unchanged, take it you will quote second quarter prices for third quarter. Please advise.' (VII F 2/185)

(22) 2. At least for the periods specified below the firms to which this Decision is addressed announced the same prices for north-west Europe (zone 1) and almost the same prices for southern Europe (zone 2):

— The prices announced by the Canadian and US firms were the same from the first quarter of 1975 to the third quarter of 1977 and from the first quarter of 1978 to the third quarter of 1981 (1).

(1) In the second quarter of 1979 and in the second quarter of 1980 the uniform prices quoted by the Canadian firms were US $ 5 higher than the uniform prices quoted by the US firms. In the third quarter of 1979 the difference was US $ 10.

— The prices announced by the Swedish and Finnish firms were the same from the first quarter of 1975 to the second quarter of 1977 and from the third quarter of 1978 to the third quarter of 1981 (2).

— The prices of all the firms together were the same from the first quarter of 1976 to the second quarter of 1977 and from the third quarter of 1979 to the third quarter of 1981 (3).

(23) The announcements were made before the beginning of the respective quarters and at least in close succession. For some quarters (e.g. the first quarter of 1978 and the first three quarters of 1979) all producers announced almost simultaneously. Generally producers in the same country announced within a few days of one another. Table 6 shows details of the price announcements.

II. *Transaction prices*

(24) The uniform announced prices for sales of prime quality in the main customer countries of the Community (4) also constituted the uniform transaction prices at least in the following periods:

— for softwood pulp, from the first quarter of 1975 to the fourth quarter of 1976 and from the first (5) quarter of 1979 to the third quarter of 1981,

— for hardwood pulp, from the first quarter of 1975 to the third quarter of 1976 and from the first quarter of 1979 to the third quarter of 1981.

(2) In the first quarter of 1975 the prices announced by Finncell were the same as those announced by the American firms. From the second to the fourth quarter of 1975 Finncell announced an alternative price of US $ 450.

(3) In the third quarter of 1979 and in the second quarter of 1980 only the prices announced by the Canadian and European firms were the same. The US firms uniformly quoted prices that were respectively US $ 10 and 5 (i.e. 1 to 2 %) lower.

(4) The Commission restricted its investigations in the case of firms with extensive ranges to the representative top-quality product in the four main groups: northern softwood, southern softwood, northern hardwood and southern hardwood and generally included only supplies to the most important countries in zone 1: Belgium, the Federal Republic of Germany, France, the Netherlands and the United Kingdom.

(5) US transaction prices partly differed from announced prices in the second quarter of 1979.

(25) Since the replies to the Statement of Objections contained the unsubstantiated allegation that transaction prices differed widely from announced prices, the Commission requested written proof under Article 11 of Regulation No 17. More than 100 000 invoices and credit notes were submitted by the firms concerned. They reveal that genuine rebates or concessions in the form of easier terms of payment were (with rare exceptions) granted only to a small circle of leading firms. The firms concerned allowed such discounts on very similar terms. They usually did not exceed 3 % and never amounted to more than 7 %. Deductions serving merely to offset the supplier's failure to fulfil his contractual obligations or an additional service rendered by the customer or a third party do not constitute genuine price rebates and have not therefore been taken into consideration (1). Similarly, the invoicing of quantities shipped in a subsequent quarter at prices applicable when the agreement was entered into (carry-over) does not constitute a genuine price rebate (2). Details of the transaction prices are set out in tables 7 and 8.

III. *Pricing policy*

Information concerning the pricing policy of some of the firms concerned is contained in the following telexes:

(26) — In a telex dated 19 November 1975 to its subsidiary in Belgium, Finncell writes:

'Our main aim is stability and an internationally uniform price level for pulp from all sources of supply . . .' (IX/1713)

(27) — In a telex dated 16 December 1977 to its subsidiary in Italy, SCA writes:

'Kraft Exporter Association (KEA) in an attempt to support the Scandinavians have this week announced their first quarter 1978 prices for western Europe . . .' (XXVII/5530)

D. **Cartel of US pulp producers (KEA)**

(28) 1. The following US pulp producers are members of the Pulp, Paper and Paper Board Export Association of the United States, formerly named Kraft Export Association (KEA) (this abbreviation is still used in this Decision):

— Crown Zellerbach Corporation,

— Federal Paper Board Company,

— Georgia-Pacific Corporation (GP),

— Scott Paper Company,

— Weyerhaeuser.

ITT-Rayonier Incorporated withdrew on receipt of Statement of Objections. International Pulp Sales Company withdrew 13 March 1979. Chesapeake Corporation of Viriginia withdrew 1 February 1982. The Mead Corporation withdrew 1 April 1984.

(29) 2. KEA is an export cartel registered in 1952 under the Webb Pomerene Act (3). The purposes for which the association is formed are set out in Article II of the Articles of Association and are as follows:

— to be an association for the sole purpose of engaging in export trade and to engage solely in export trade as defined in the act,

— to collect, compile and disseminate data of all kinds relating to the said industries or helpful or of interest to them in the promotion of their export trade, and to afford opportunities for its members and others to discuss such data and other matters relating to the export trade of the said industries,

(1) The following do not, for example, constitute genuine price rebates:
— discounts for poor quality,
— lower prices for off-grade or ex-stock pulp,
— an insurance post discount for cost and freight shipment instead of the normal cif shipment,
— offsetting the customer's additional domestic freight costs in the event of shipment to a port other than the nearest seaport, which is usual,
— offsetting the customer's additional costs increased as a result of the supplier's arrangements in receiving, unloading or storing goods supplied,
— not charging for additional freight costs caused by the pulp's above-average moisture content,
— commissions for third parties actually involved.

(2) To prevent the picture from being distorted by carry-over (where the firms to which this Decision is addressed had not already done so themselves), the Commission classified the individual deliveries according to the time of delivery provided for in the contract or, failing that, according to the date of shipment.

(3) The Webb Pomerene Act of 10 April 1918 exempts export associations under certain circumstances from the provisions of US anti-trust legislation.

— to enter into agreements in the course of export trade upon any and all subjects of such export trade, and to assist its members to enter into agreements and to take individual and joint action upon any and all subjects of such export trade.

(30) According to Article II of the Articles of Association, the association may include in its scope all or any part of the export trade of the pulp, paper and paperboard industries. The association also compiles statistics which are strictly confidential (Article VIII of the Bye-Laws).

(31) 3. The association's affairs are managed by an executive committee composed of the chairmen of the different groups. These groups are empowered to determine terms and conditions of membership and the method of conducting their affairs subject to the Articles of Association, the Bye-Laws, and the policies and rules of the executive committee.

(32) Article II (A) of the policy statement of the Pulp Group reads as follows:

'Price agreement: From time to time the membership of the Pulp Group will meet and, assuming that a quorum is present, those members represented at such a meeting will agree unanimously on prices and terms of payment for sales to a majority of the export markets of selected grades of pulp produced in the United States. Certain countries may be specifically exempted from this price list. In as much as each member company receives an agenda of each meeting prior to that meeting and consequently will know in advance when revised prices will be discussed, the unanimous agreement of the members present will be binding on all members.

By such unanimous agreement to adopt a revised price list, the membership agrees to adopt the new prices as their minimum prices in each export market and to adopt the new terms of payment. They also agree to announce the new prices (or higher if they wish) to their customers promptly or on a date agreed upon by the members present at the meeting. If member companies sell through agents they will make sure that their agents announce the member's new prices at the specified time.

After announcing the new prices and terms of payment to its customers, each member company is free to deviate from these prices or terms of payment to its customers, as it may decide from time to time. Each member company does, however, agree to report to the manager, before quoting, any deviation in price below that shown on the recommended price list or any deviation in terms of payment. If such quotation results in an order, this fact will also be reported promptly to the manager. Such notification should be made by telephone within 48 hours. If, in the judgment of the manager, such deviation or deviations will adversely affect the validity of the recommended price list in any export market, it is his responsibility to call a meeting of the Pulp Group for a discussion of appropriate action.

It is the stated policy of the Pulp Group that the price list, referred to above, is a recommended price list and is for the guidance and use of the members only. It should not be reproduced or shown to non-members, including agents. When discussing their prices with customers or agents members agree not to refer to these prices as KEA prices or KEA terms of payment. Specifically, in dealing with customers or potential customers, members will not tie either their present or future prices to present or future "KEA" prices.'

(33) Article I of the said policy statement gives the following definitions for application of KEA prices:

— 'Fir pulp': a pulp containing no less than 80 % Douglas fir.

— 'Off-grade pulp': pulp that deviates from the specifications of the grade produced to such an extent as to require price discounting in order to sell the particular lot of pulp in question.

— 'Introductory pulp': pulp from a new mill which has been producing for not more than one year. Introductory pulp is limited to 100 tonnes for shipment from any one mill to any one customer.

(34) 4. (a) In its reply to the Statement of Objections, KEA explained its activities as follows:

'First, the KEA serves as a forum for the exchange of information among the KEA members concerning conditions prevailing in the export markets they serve . . . The second basic function of the KEA is to provide a forum for assessing the
prevailing market prices for pulp in export markets and for seeking a consensus among its members concerning the level of prices anticipated to prevail in the future.'

During the hearing the representative of one firm (Rayonier) admitted that his firm had joined KEA basically in order to gather price information in the market.

(35) (b) The invoices and credit notes supplied to the Commission show that:

(i) at least from the first quarter of 1975 to the third quarter of 1977 the announced prices of the KEA and those of its members were identical (see table 6);

(ii) at least from the first quarter of 1975 to the third quarter of 1981 all KEA members announced the same prices (1) (see table 6);

(iii) at least in the following periods the uniform announced prices also constituted the real transaction prices:

— for softwood pulp from the first quarter of 1975 to the fourth quarter of 1976 and from the third quarter of 1979 to the third quarter of 1981,

— for hardwood pulp from the first quarter of 1975 to the third quarter of 1976 and from the first quarter of 1979 to the third quarter of 1981 (see tables 7 and 8).

E. Common agencies of pulp producers

1. Some of the firms to which this Decision is addressed are represented by a common agent.

(36) (a) Continental Cellulose, a Belgian agent for wood pulp, is the selling agent working on a commission basis for the following pulp producers:

— Stora Kopparbergs-Bergslags AB in Belgium,

— St Anne (for Benelux) and Billerud for Belgium (for Rayon Cellulose), Domtar (Canada) for Europe (except France),

— Bowater Incorporated for eight European countries,

— Exportles for Belgium and France,

— Norrlands Skogsägares Cellulosa AB.

(1) With exceptions in the fourth quarter of 1977.

(37) (b) The US company Central National Corporation is the selling agent working on a commission basis for several US companies: Allied Papers, for western Europe; Chesapeake, for Italy; Western, worldwide for a certain type of HBK; Federal Trade Board, for all export markets; Temple Eastex, for all export markets; Brown, for Italy (Brown was acquired by James River in 1980); James River-Berlin Gorham Incorporated for Italy.

CNC and its affiliates have other agencies. For example, in Italy, Central National Italia SrL acts for Billerud, Iggesund and Kopparfors.

CNC's Dutch affiliate sells on behalf of Portucel in Holland.

CNC has also sold on an *ad hoc* basis for certain other (mostly North American) suppliers throughout the period 1974 to 1981.

2. Some of the firms to which this Decision is addressed acted as agents for other producers:

(38) (a) The pulp producer Svenska is the selling agent working on a commission basis for the following pulp producers:

— Crown Zellerbach: Svenska's US subsidiary is agent for Crown Pulp in Europe,

— Svenska's German subsidiary is agent for Companhia Portuguesa de Cellulose (Lisbon) in the Federal Republic of Germany.

(39) (b) Mead USA is commission agent for British Columbia Forest Products in the EEC.

(40) (c) MoDoCell is the agent of St Anne in Italy.

(41) (d) In the meantime the following agreement has been notified:

'Scapsi (SCA' Pulp' Sales International Ltd) a subsidiary of SCA is agent for Nekoosa Papers Incorporated and Leaf River Forest Products Incorporated in certain European countries.'

(42) With the exception of the agreement referred to in paragraph 37 (James River-Berlin Gorham Incorporated) and the agreement referred to in paragraph 41 (Scapsi-Nekoosa Papers Incorporated and Leaf River Forest Products Incorporated), the other agreements were attacked in the Statement of Objections as being restrictive of competition. Since then notifications have been made to the Commission, pursuant to Articles 4 and 5 of Regulation No 17, of the agreements

referred to in paragraph 36, the Central National Corporation agreements with Allied Papers and with James River-Berlin Gorham Incorporated referred to in paragraph 37, the Svenska agreement with Crown Zellerbach referred to in paragraph 38, and the agreement referred to in paragraph 41. Application has also been made for negative clearance pursuant to Article 2 of the said Regulation (1).

F. Contacts between producers within the framework of Fides

(43) The trust company Fides of Switzerland runs the Research and Information Center for the European Pulp and Paper Industry. Within the framework of its hardwood pulp section, hardwood pulp suppliers discussed regularly prices and quantities and fixed their price policy. These practices took place several times per year (2), either in the Fides meetings or in a smaller group, initially called the 'Mini-Fides Club' and now the 'Bristol Club', or sometimes in meetings of two or more producers. The Bristol Club meetings were organized generally by the Swedish Pulp and Paper Association (3). The participants are all hardwood suppliers and comprised at least the following undertakings and associations of undertakings: Swedish Pulp and Paper Association, MoDoCell, Södra Skogsagarna, Finncell, Borregaard (4), ENCE, Portucel, St Anne and the GEC (5).

(1) With regard to these proceedings, see paragraph 124.

(2) Such meetings took place at least at the following dates and places:
- 1973: 27 September (Dubrovnik),
- 1974: 24 September (Lausanne),
- 1976: 19 May (Lausanne), 2 September (Paris), 8 November (Paris),
- 1977: 14 January (Paris), 23 February (Lisbon), 26 April (Zurich), 31 March (Zurich), 23 May (Copenhagen), 21 August (Copenhagen), 13 October (Paris), 25 November (Amsterdam).

(3) Among the pulp producing members of the Swedish Pulp and Paper Association (Svenska Cellulosa – Och Pappersbruks Föreningen) were at that time Billerud-Uddeholm, Iggesunds Bruk, Kopparfors, Korsnäs-Marma, MoDoCell, Norrlands Skogsägares, Södra, Stora, SCA and Uddeholm.

(4) Borregaard is a Norwegian company which sells *inter alia* bleached sulphate eucalyptus pulp. From 1972 to 1975, Borregaard was shareholder of the Brazilian Riocell. It bleached and sold this pulp on behalf of this company. In 1975, Borregaard sold its shares to Riocell. The price was paid in unbleached pulp which Borregaard bleached and sold on its own behalf. From 1979, Borregaard bleaches, screens, packs and stores Riocell's eucalyptus pulp on behalf of this company.

(5) GEC was a 'groupement d'intérêt économique' (economic interest grouping) with the following members: several French pulp and paper makers, the State-owned 'Institut pour le développement industriel' and, until 1980, the Canadian group MacMillan Bloedel. GEC ceased to exist in February 1981, having been put into liquidation by court order in November 1980.

1. The above findings are based on the following facts and documents:

(44) — In June 1973 the GEC sales manager met a representative of the Swedish Pulp and Paper Association and a representative of Södra in Stockholm. A price increase for bleached pulp was discussed, and a broad exchange of information (on production capacities, stocks and customer reaction to the Swedish sales policy) took place (letter of 2 July 1973 from the GEC sales manager to other GEC managers). Södra's representative informed the GEC representative of their marketing plans and stocks. In a letter of 2 July 1973 to a Södra manager the GEC manager said:

'(. . .) je suis ravi d'avoir eu l'occasion de discuter d'une manière plus approfondie les problèmes commerciaux qui se posent à l'heure actuelle pour nos deux groupes.

Je reste persuadé que des échanges de ce genre ne peuvent être que productifs et que la méfiance qui existe entre directeurs commerciaux est ridicule et n'amène rien de constructif.' (X/1992)

(45) — At the Dubrovnik meeting on 27 September 1973 the participants discussed the market situation in their own countries and their own production capacities.

In a note from Borregaard on this meeting it was stated:

'Portugal informed they would note full Swedish price increase. Spain would like to do same but has problems with local authorities. But for export they will note Swedish prices. Finland, Germany, Austria and Norway follow the Swedish prices.' (XVIII/3533)

(46) — A GEC internal note of 8 January 1974 states:

'(. . .) En prévision de la hausse des prix qui doit intervenir le 1er juillet, ne serait-il pas opportun de faire dans le cadre de Fides, une mini réunion, pour que chacun puisse exprimer son point de vue et tenter d'harmoniser ceux-ci (. . .)' (X/1981)

(47) — It appears from the Borregaard minutes that, at the meetings in Lausanne on 24 September 1974 and in Copenhagen on 19 May 1976, the

participants discussed the market and price situation in their own countries. (XVIII/3538 and XVIII/3545)

(48) — At a meeting on 8 September 1975 between the above mentioned representative of the Swedish association and a GEC manager, the former informed the latter of the Scandinavian policy, namely that the Scandinavians preferred to reduce their production instead of lowering their prices (note of 8 September 1975 from this GEC manager). (X/1997)

(49) — Borregaard, in a letter dated 27 January 1976 to its London subsidiary, stated:

'. . . We firmly believe that the necessary steps will have to be taken to improve paper prices rather than reduce pulp prices. We know that there are serious and strong efforts being taken from the Scandinavian side to do something about this in the very near future . . . In addition there is a very intimate cooperation now which should prevent stupid prices from the well-known big Continental hardwood paper pulp producing countries. If you hear of low prices from GEC, for example, we believe that this is either trying to fool you or based on historic data. We believe that since December European hardwood makers will do very little to disrupt hardwood pulp prices. There will of course be some tendency towards knocking off a few dollars here and there and giving a little credit in some cases such as we can do, but on the whole the pulp prices should hold . . .' (XVIII/3492)

'. . . Officially we keep the KEA price of US $ 405, but here are possibilities of going below this price, although we are somewhat afraid of doing too much of this in the UK market which is a key market and very important to everybody. We should like to add that there is a lot of sympathy and understanding among our colleagues and competitors at present because the French group and Borregaard are the worst hit from the bad hardwood pulp market. We believe they would oversee the fact that we in some cases give a better price or a longer credit.' (XVIII/3494)

(50) — In a telex of 27 August 1976, Empresa nacional de celulosas of Madrid wrote to its agent Becelco in Brussels:

'. . . since we are meeting with our main colleagues, European producers of hardwood, at the very early September, and we would like to take an early action after this meeting to price fix quantity for the fourth quarter . . .' (IX/1827)

The meeting took place in Paris on 2 September 1976.

(51) — In an internal note of 19 November 1976, GEC's sales manager stated:

'Il n'est pas question de chercher un *satisfecit* pour le service commercial. En fait, le tableau fait ressortir la vulnérabilité du GEC aux critiques scandinaves; nous avons donc intérêt à trouver pour le premier trimestre de 1977 une solution pour paraître misérable à savoir annoncer des productions réduites et diminuer officiellement nos ventes sur le marché français. Qu'en pensez-vous?' (X/2016)

(52) — In a telex dated 28 March 1977 to its agent Becelco, Empresa stated:

'We are having meeting with our main colleagues, producers of bleached hardwood sulphate pulp, to exchange points of view about the present market situation and prospects for the second quarter. In the latest meeting held in February, the Scandinavians assured that they were, without exception, selling at US $ 390 cif, while Portucel, Celbi and St Anne maintained that they were generally practising US $ 380 cif, and only in a few exceptions they have made a rebate of five-tenths of dollar, not going lower than US $ 370 cif. We are leaving to meet our colleagues next Wednesday (30 at mid-day).' (IX/1831)

(53) — The following is an extract from the minutes of the GEC management board meeting on 14 April 1977:

'voyage de M. Jooris (1) à Stockholm et à Helsinki. Les Scandinaves ont vivement apprécié que le directeur commercial du GEC se déplace spécialement pour leur exposer les problèmes commerciaux du groupe. Chiffres à l'appui, M. Jooris a pu convaincre ses interlocuteurs que ce n'était pas le GEC qui pratiquait les prix les plus bas, notamment en Italie. M. Jooris se rendra de nouveau à Helsinki le 11 mai pour étudier la possibilité de pratiquer une hausse de prix à partir du deuxième semestre (. . .) Les Scandinaves ont

(1) GEC's sales manager at that time.

abandonné leur menace de faire déferler sur la France des tonnages importants de pâte de bouleau. M. Jooris espère ainsi éviter, pour le deuxième trimestre, des importations dommageables aux ventes de pâtes GEC (. . .) Réunion Fides à Zurich. La politique commerciale du GEC n'a pas fait l'objet de critiques. Celles-ci ont été dirigées contre le Norvégien Borregaard.' (X/1935)

(54) — The minutes of the GEC management board meeting on 26 May 1977 included the following passages:

'Exposé de M. Jooris sur les trois réunions du 24 mai. Reproches adressés au GEC sur sa politique commerciale (. . .)

c) Échange de vues sur les différents marchés de la fibre courte. Étaient représentés: la Suède, la Finlande, la Norvège, le Portugal et le GEC (. . .)' (X/1941)

(55) — The minutes of the GEC management board meeting on 22 August 1977 included the following passage:

'(. . .) M. Garrigues [1] se renseignera sur une prétendue livraison faite par le GEC de 100 tonnes à 290 dollars des États-Unis franco frontière autrichienne. Voyage à Stockholm: y participeront MM. Forest, Jooris et Gentil (. . .)' (X/1958)

(56) — Finncell and GEC started exchanging information and figures in 1973 on their stocks in terms of volume and/or as a percentage of production but no longer do so following GEC's liquidation (see letter from GEC to Finncell dated 12 October 1977 with the statement added as a footnote by GEC's sales manager, M. Jooris). (X/1961)

2. The above finding is further confirmed by the following replies to the Statement of Objections:

(57) (a) Portucel has not contested the nature of the practices as described above, but only its role in the meetings. Indeed it has indicated that this role was minimal and passive and its position was that of an observer. It said that it cannot be denied that it attempted to monitor the price policy of the wood pulp industry but, even knowing this information, did not permit this company either to influence or uniformly follow the prices and marketing approach of other producers. This undertaking has stated, therefore, that the alleged price fixing concertation under the aegis of the so-called 'Bristol Club' cannot be ascribed to it. (VII F-2/92 + 93)

(58) (b) Borregaard, while denying that price fixing agreements were concluded and that concerted price fixing practices took place, nevertheless confirmed the exchange of information during the meetings referred to. At the hearing this undertaking indicated that 'it was just trying to acquire information about the European price level'. (VII E-1/10)

(59) 3. After examination of the arguments put forward by the addressees of this Decision in their responses to the Statement of Objections and in the hearing, the Commission services requested most of them to supply further information in order that those arguments be further substantiated. Among the documents sent by the undertakings in reply to that request, there is one entitled 'Short Summary of the Bristol Club Meeting in Zurich – 31 March 1977' and bearing the initials of Mr Genberg and Mr Eklund of Celbi. This document gives a list of participants [2] and a summary of the interventions of various participants. The text contains *inter alia* the following passages:

SUMMARY

(60) 'Important producers like Portucel and Riocell were not present, neither were members from St Anne in Canada.

Price increases for export of pulp are perhaps premature for the third quarter. Everybody is, however, keen on reaching higher levels as soon as possible.

Criticism is still heard from Scandinavians as to Continental hardwood pulp prices. Through curtailments and other sacrifices the Scandinavians are contributing to a stabilization that can fail completely if discipline is not shown by the Continental producers.

In case the second quarter has not yet been price-fixed, wholly or partly, the low price sellers should try to increase their levels.

[1] GEC's industrial director general at that time.

[2] J. M. Angelloz, Federation, Paris (Association de producteurs français de pâtes); Jooris, GEC; Villegas, ENCE; Genberg, Celbi (Billerud); Eklund, Celbi (Billerud); Jacobsen, Unicel (Borregaard); Nykopp, Finncell; M. Lööf, MoDo (MoDoCell); Müller, Skogcell (Södra Skogsagarna); Wergens, Swedish Association.

Everybody seems to be aware of the necessity of increasing the prices as soon as possible but maybe the third quarter is still premature.

Cirnelima from Riocel has admitted that in the Federal Republic of Germany their prices are US $ 335 to 340. However, no lower prices have been given Jacobson.

. . . Unicel will not be spoken of so much in the future as already so much has been sold at ridiculous prices. They are increasing their levels . . . They are not prepared to meet the Riocel's prices.

Müller:

Difference of US $25 has not caused problems, but now the difference is US $ 80 to 100, which is intolerable. If this gets on, the birch kraft cannot hold its position. He as well as Nykopp stated that US $ 390 is holding!

Martin Lööf:

MoDo and the Scandinavians have kept the birch very steadily. The result has been better than expected. It is true that MoDo has sold huge tonnages overseas – however, out of inventories more than two years old. By these ridiculous prices and curtailment they have been able to keep the umbrella over Europe.

Müller:

The continental hardwood pulps must be about US $ 360 to 370 if the birch is to stick in the third quarter.

Villegas:

The price in Spain will correspond to roughly US $ 310 if the 22 % duty is included. Hereto GEC has to offer in order to get business.

Wergens:

Contribution from the Spanish is to increase inventories.

Nykopp:

The Finns will respect the Spanish dominance in Spain if ENCE really increase their prices in other countries. If Finncell learn about prices below US $ 360 also in the future, they will reconsider their policy as to sales in Spain!

Martin Lööf:

A little group should meet as soon as possible to prepare the price intentions for the third quarter. This goes for birch as well as for other hardwood pulps.

Next meeting in Copenhagen at 3 p.m. on Monday 23 May (prior to the Fides-meeting starting at 9.30 a.m. on the following day at the Hotel Angleterre).'

G. Further contact between the producers

1. The documents in the Commission's possession reveal that the following firms to which this Decision is addressed also met in other situations to discuss prices or exchanged otherwise information on prices.

(61) — A note from Canfor London to Canfor Vancouver of 29 January 1974 states:

'. . . there was a general meeting in Scandinavia on January 24. The main topic of conversation was prices naturally. Two main subheadings were:

(1) Surcharges: while a few mills may unilaterally impose freight and production surcharges, I gather that the Scandinavian body as a whole is not in favour.

(2) Second quarter prices: there are a few who had price fixed for the first quarter only and so have the right to negotiate increases for the second quarter. The new levels would take into consideration the surcharges absorbed for the first quarter. The gnomes are suggesting an increase of SKr 200 . . .' (VII/1184)

According to Canfor it received the information from United Kingdom customers.

(62) — A telex from Rayonier New York to Rayonier London of 13 September 1974 states:

'Scandinavian pulp producers meeting in Stockholm yesterday 12 September resulted in following price moves . . .' (XXV/5173)

(63) — A telex from MacMillan London to MacMillan Canada of 9 September 1977 states:

'. . . we hear that meetings will be held in Stockholm in next two weeks to determine Swedish/Finnish attitudes on pulp prices and

expect that Finns will press point that their 3 % devaluation leaves no room for significant reduction . . .' (XV/3048)

(64) — In a document entitled 'Pulp market report for the UK', prepared for the sales conference of Svenska held on 16 September 1977, it is stated:

'It is known that meetings are due to take place in Scandinavia for decision towards the end of the month – which is expected to result in further price reductions. One would hope that this can be restricted to US $ 15, but there is strong opinion that it could be US $ 20 to 25.' (XXVII/5551)

2. Other documents reveal further exchanges of sensitive information as to prices by at least some of the firms to which this Decision is addressed.

(65) — Telex of 15 October 1973 from MacMillan headquarters to its London subsidiary:

'. . . US suppliers such as Weyerhaeuser have indicated to us that although they will quote KEA prices they are prepared to rebate customers at the end of the first half of 1974 in the event of any strengthening of the US dollar.'

(66) — At a meeting on 10 January 1978 between Commission officials and Borregaard, London, the latter stated:

'We receive and supply market information concerning prices of various pulp on the international market. This information was obtained from friendly customers and competitors alike.' (Extract from minute of the meeting drafted by Borregaard and sent to the Commission on 25 January 1978.) (XVIII/3445)

(67) — A meeting took place between the British subsidiaries of Borregaard and Svenska on 17 November 1977. In a note on that meeting, Borregaard, London, reported:

'Of interest was SCA's attitude to the new prices for pulp. They, as a company, would go for stability at US $ 350 for BKP(1), US $ 330 for BSP(1) and US $ 325 for birch. However, we had a good indication that if a SCA good customer for BKP needed to be looked after, Harris (2) would certainly do it . . . He thought . . . that the pulp suppliers to the markets could do more to stabilize same by sticking to their prices and using the same level for Continental buyers as well as those in the United Kingdom.' (XVIII/3524)

3. The documents in the Commission's possession reveal that a further exchange of information on approaches to pricing and price announcements took place between the senior staff of Finncell and Westar Timber Ltd (formerly Cancel, then BC Timber):

(68) — Cancel employee Mr Huff informed Finncell employee Mr Londen, by a telex of 9 September 1975 (VIII/1473), about the price announcements Cancel had just made for the fourth quarter of 1975. An identical telex was sent to another senior employee of Finncell, Mr Salvesen, on 10 September 1975. (VIII/1472)

(69) — By a telex of 27 November 1975 (VIII/1462) Mr Huff notified Mr Londen about Cancel's impending price announcements for the first quarter of 1976.

(70) — On 18 October 1976, Mr Londen sent Mr Huff a copy of a telex which Finncell had sent to its agents stating:

'The only sensible course of action to the benefit of the industry and trade as a whole are gradual price increases . . . because of the market situation we have felt, however, that an unchanged price level coupled with strong curtailments is the only alternative for the time being.' (VIII/1452)

H. Export and resale bans

1. General trade rules of Scandinavian producers

(71) The Scandinavian producers have laid down 'general trade rules'. Prior to 1975 clause 14 provided that the pulp sold was for consumption by the buyer in his own mill. This clause does not exist in the 1975 rules.

(1) BKP = bleached kraft pulp.
BSP = bleached soft pulp.

(2) Mr Harris is a manager of Svenska.

2. Clause prohibiting exports or resale used by some American and Canadian producers

The following producers applied such clauses:

(72) (a) ITT Rayonier (general conditions of sale):

'(9) Territory of consumption: the product is sold for bona fide consumption in the country to which the sale was made and shall not be exported to any other country or resold without the consent of the seller.'

By letter dated 16 March 1978, ITT Rayonier has confirmed that this clause was removed from the contracts. (VII-B-5/698 and exhibit 4)

(73) (b) Contract between Cancel (now Westar Timber Ltd) and Reed and Smith:

'9.1. It is understood that buyer will purchase pulp hereunder solely for its own use or for processing into other products. Buyer agrees that it will not resell pulp purchased by it hereunder which it shall not have processed into another product.'

According to the response of Cancel filed on 1 February 1982 the contract with Reed and Smith commenced 1 January 1976 and was to continue for a three-year period to 31 December 1978. On or about this date it was terminated. (VII-A-3/384)

(74) (c) Canfor (general conditions of sale):

'8. Consumption. For all purposes of this contract, it is agreed that the pulp sold by seller is for buyer's own use only and not for resale or transfer to any other party without express written consent of seller.'

According to Canfor's response filed on 2 February 1982 this clause was removed from all contracts since the receipt of the Statement of Objections. (VII-4-4/561)

(75) (d) MacMillan (contracts with Burgo and Dickinson Robinson Group):

'Resale. It is agreed that the buyer is purchasing pulp for the manufacture of paper by its own mills or those of its subsidiaries, and shall not without the seller's written consent resell or export such pulp to any other mill.'

A similar clause appears in the contract between MacMillan and Béghin.

According to MacMillan's response filed on 8 February 1982 this clause was omitted when MacMillan revised its standard contract in 1979. Up to October 1981 the clause had been eliminated from 14 long-term contracts but remained in other long-term contracts. (VII-A-6/918)

(76) (e) St Anne (general conditions of sale):

'18. Territory of consumption: the wood pulp is sold for bona fide consumption for further processing only at the buyer's mill and cannot be exported to any other country without the prior consent of the seller which consent shall not be unreasonably withheld.'

According to St Anne's response filed on 1 February 1982 this clause was removed from all contracts since the receipt of the Statement of Objections. (VII-A-8/1186 and Annex IV).

PART II

LEGAL ASSESSMENT

A. Article 85 (1)

(77) Article 85 (1) of the EEC Treaty prohibits as incompatible with the common market all agreements between undertakings, decisions by associations of undertakings and concerted practices which may affect trade between Member States and which have as their object or effect the prevention, restriction or distortion of competition within the common market, and in particular those which directly or indirectly fix purchase or selling prices or any other trading conditions and those which share markets or sources of supply.

I. *Article 85 (1) and international law*

(78) In so far as the restrictive practices of the undertakings (and their associations) to which this Decision is addressed perceptibly affected competition within the Community and trade between Member States, Article 85 (1) applies to them.

1. Jurisdiction of the European Communities

(79) Article 85 of the EEC Treaty applies to restrictive practices which may affect trade between Member

States even if the undertakings and associations which are parties to the restrictive practices are established or have their headquarters outside the Community, and even if the restrictive practices in question also affect markets outside the EEC.

In this case all the addressees of this Decision were during the period of the infringement exporting directly to or doing business within the Community. Some of them had branches, subsidiaries, agencies or other establishments within the Community. The concertation on prices, the exchange of sensitive information relative to prices, and the clauses prohibiting export or resale all concerned shipments made directly to buyers in the EEC or sales made in the EEC to buyers there. The shipments affected by these agreements and practices amounted to about two-thirds of total shipments of bleached sulphate wood pulp to the EEC and some 60% of EEC consumption. The agreements and practices appear to have applied to at least the vast majority of the sales of the relevant product by the parties to and in the EEC during the relevant periods. The effect of the agreements and practices on prices announced and/or charged to customers and on resale of pulp within the EEC was therefore not only substantial but intended, and was the primary and direct result of the agreements and practices.

2. Free trade agreements

(80) The applicability of Article 85 (1) of the EEC Treaty to the Swedish, Finnish, Norwegian and Portugese firms to which this Decision is addressed is also not precluded by the free trade agreements between the European Economic Community on the one hand and Sweden (1), Finland (2), and Norway (3) and Portugal (4) on the other. While those agreements stipulate that agreements between undertakings, decisions by associations of undertakings and concerted practices between undertakings which are anti-competitive are incompatible with the agreements in so far as they may affect trade between the Community and Sweden, Finland, Norway (Article 23) or Portugal (Article 26), and while they provide for a procedure for eliminating and penalizing infringements of the rules on competition (Articles 27 and 30), they contain no provision which prevents the Commission from immediately applying Article 85 (1) of the EEC Treaty where trade between Member States is affected. In the declarations concerning Articles 23 and 26 of the agreements which were published with the agreements, the Community stated that it would assess the practices contrary to that Article on the basis of criteria arising from the application of the rules of Articles 85, 86, 90 and 92 of the EEC Treaty.

II. *Concerted price fixing by the firms concerned*

(81) The following addressees of this Decision concerted within the meaning of Article 85 (1) of the EEC Treaty on prices for bleached sulphate wood pulp announce for deliveries to the European Economic Community at least in the following years:

— addressees 1 to 3, 5, 6, 9, 11 to 13, 16, 18, 20 to 28, 31, 34 to 38, in 1975 to 1981,

— addressee 4, in 1975 and 1976,

— addressee 7, in 1977 and 1979 to 1981,

— addressee 10, in 1975 to 1977 and 1979 to 1981,

— addressee 17, in 1975 to 1978,

— addressee 19, in 1975 to 1980,

— addressee 32, in 1975, 1976 and 1979,

— addressee 33, in 1975 to 1980,

— addressee 41, in 1977.

The following addressees of this Decision concerted within the meaning of Article 85 (1) of the EEC Treaty on actual transaction prices charged in the European Economic Community at least to customers in Belgium, France, the Federal Republic of Germany, the Netherlands and the United Kingdom for bleached sulphate wood pulp at least in the following years:

— addressees 2, 3, 5, 6, 8 to 12, 14 to 16, 18, 20 to 28, 31, 32, 34 to 38, in 1975, 1976 and 1979 to 1981,

— addressee 1, in 1976 and 1979 to 1981,

— addressee 7, in 1975 and 1979 to 1981,

(1) OJ No L 300, 31. 12. 1972, p. 96.
(2) OJ No L 328, 28. 11. 1973, p. 1.
(3) OJ No L 171, 25. 6. 1973, p. 1.
(4) OJ No L 301, 31. 12. 1972, p. 164.

— addressees 13 and 33, in 1975, 1976 and 1979,

— addressee 19, in 1975, 1976, 1979 and 1980,

— addressee 30, in 1975, 1976, 1980 and 1981,

— addressee 39, in 1975 and 1976.

This concertation took place either between all addressees of this Decision, or between addressees located in the same country or the same continent between individual addressses (1).

(82) The fact that the addressees of this Decision have coordinated their market conduct contrary to Article 85 (1) of the EEC Treaty is proved by:

— their parallel conduct in the years 1975 to 1981 which, in the light of the conditions obtaining on the market in question and following a proper economic analysis, cannot be explained as independently chosen parallel conduct in a narrow oligopolistic situation (2) (see paragraphs 83 to 106),

— the different kinds of direct or indirect exchange of data relating to individual undertakings in the years 1973 to 1981 which was likely to affect their market conduct (3) (see paragraphs 107 to 110).

(83) 1. The fact that over a period of several years (with prices fixed on a quarterly basis only):

— these undertakings within a short time of one another or even simultaneously announced similar prices for similar periods,

— these undertakings charged their customers similar actual prices (transaction prices),

cannot be regarded as purely objective parallel conduct in the sense that each producer has determined the level and period of validity of his prices independently of competitors (albeit with knowledge of previous market behaviour of his competitors). Given the particular competitive conditions obtaining on the pulp market, such uniform market behaviour can be explained only by a concerted practice on the part of the addressees of this Decision.

(a) The economic conditions on and the structure of the relevant market do not preclude pulp producers from actively competing.

(84) (aa) The European market is supplied by some 50 producers of sulphate pulp. Their customers number several hundreds. Among both suppliers (particularly those to whom this Decision is addressed) and customers, there is a large number of substantial firms whose size and market position enable them to pursue an independent and active competitive policy. The large number of competitors, the many potential customers and the wide range of products offered on the market give the firms concerned the opportunity, by competing on prices, to improve their own positions at the expense of competitors for a not inconsiderable period or even permanently. Instead, these firms continually forwent such opportunities, which are the mainspring of competition, and systematically offered their products on the same or nearly identical terms as their competitors.

(85) (bb) Although the large number of competitors should theoretically make concertation between producers more difficult, this difficulty was neutralized by the transparency of prices on the market. This transparency, however, is not inherent but results from a behaviour that the producers deliberately choose in constant direct or indirect mutual contact. The market is made artificially transparent simply by the fact that the prices quoted by the firms to which this Decision is addressed are made known so early, published by the trade press or passed on to agents acting for a number of producers, that other producers are able to react even before those prices come into force. Were the firms to which this Decision is addressed to disclose their prices only to the potential customers actually concerned (as, they maintain, they sometimes do), it would

(1) Billerud-Uddeholm while formally acting as agent for Celbi nevertheless is responsible for the price policy of Celbi as it holds the majority of its shares. Finncell's members while formally not announcing and charging prices are responsible for the price policy of their common sales organization.
(2) Case 48/69 'ICI' [1972], p. 619.
(3) Joined Cases 40 to 48, 50, 54 to 56, 111, 113 and 114/73 'Suiker Unie' [1975], p. 1663, and also Case 172/80 'Bank charges' [1981], p. 2021.

be impossible for them, given the large number of customers and the wide range of products on the market, to obtain a rapid and accurate picture of the prices quoted by their competitors.

(86) (cc) Nor are the opportunities for engaging in active competition necessarily precluded by the fact that it is established practice in the trade for selling prices to be fixed at least for a quarter and to be disclosed some time before the beginning of that quarter. While this is established practice, it is not necessitated by objective market conditions. For instance, in 1982 and 1983, this practice was tacitly abandoned. It is by no means impossible for a supplier – particularly when prices are tending to rise – to offer to fix his selling prices for a longer period in order to attract customers. Nor is it impossible for a supplier to offer his products to individual customers on favourable terms in such a way that his competitors cannot, or are not prepared to, react immediately.

(87) (b) The similarity of both announced and transaction prices cannot be explained as so-called 'equilibrium prices'. While it is true that effective competition tends to lead in any market situation to an 'equilibrium price', this price changes with any change in market conditions. This price is the result of a testing of the market by trial and error which can lead to higher or lower prices and can force the undertaking which was the first to announce a higher price to recall the higher price. It is therefore inexplicable that under normal competitive conditions in the step-by-step rise in price, such as occurred in the case of northern softwood from the third quarter of 1979 to the second quarter of 1980 in four stages, and in the case of southern softwood from the second quarter of 1979 to the second quarter of 1980 in five stages, the first higher price demanded should in each case prove to be precisely the new 'equilibrium price' and that no firm should test the market with a different price. It appears equally inexplicable that under real competitive conditions on a rapidly changing market and during a period of two years (first quarter of 1975 to fourth quarter of 1976), no firm except Finncell should make even the slightest attempt to test, by charging a different price, whether the price hitherto charged still corresponded to the 'equilibrium price'.

(88) (c) The close succession or even the simultaneity of the price announcements and the similarity of both announced and transaction prices cannot be explained by the existence of a market leader whose prices are adopted by his competitors. In the period under consideration no single market leader can be distinguished. The order of the firms announcing new prices changed from quarter to quarter. No individual firm had a market position strong enough to establish itself as a market leader.

(89) (d) The close succession of price announcements made by producers from different countries, the even closer succession of price announcements made by producers from one country and particularly the simultaneity of price announcements in certain quarters cannot be attributed solely to information supplied by customers in an attempt to bring suppliers into competition with one another. There is no valid explanation of how such information spreads so rapidly (i.e. within a matter of days, in some instances, on the same day) between such a large number of firms, especially since information normally passes from one producer to another in a multi-stage process: from the producer to his agent or subsidiary, from the agent or subsidiary to the customer, from the customer to the agent or subsidiary of another producer who is ultimately informed and then makes his own announcement. At least in times of rising prices customers have no obvious interest in informing their potential suppliers about the decision of other suppliers to increase their prices.

(90) (e) In view of the large number of producers selling bleached sulphate wood pulp in the EEC (some 50 undertakings) and the great differences in the economic conditions which determine the pricing policy of the individual producers, the uniformity of prices cannot be explained by mere coincidence of independently taken pricing decisions. Examples of differences in the economic situation, which existed during the period taken under review, are as follows:

(91) (aa) The European Economic Community as a market for bleached sulphate wood pulp

was of different importance in the eyes of different producers. For Swedish and Finnish producers, the European Community represents by far the most important sales area – an area which on average takes two-thirds of their output. For the Canadian and United States producers, on the other hand, the very much bigger USA market is of greater importance. They export to the Community primarily for reasons of diversification and to make up for cyclical fluctuations in the USA.

(92) (bb) The capacity utilization ratio, which for technical reasons has great influence on the profitability of a pulp mill, differed widely between the firms to which this Decision is addressed. In the USA and Canada the ratio was generally higher than in Sweden and Finland. Even between producers located in the same country this ratio differed considerably (see table 3).

(93) (cc) The cost of producing and transporting bleached sulphate wood pulp differed widely not only between different countries but also between the producers of one country. These differences are due especially to the following facts:

(94) — Some of the firms to which this Decision is addressed are non-integrated firms, which produce only pulp. The others are integrated firms, which themselves process part of the pulp they produce into paper and paperboard. The degree of integration varies widely.

(95) — As a result of the varying trends in the economic situation in the different countries and in exchange rates, the average cost of producing bleached sulphate wood pulp differed widely between Canada, the USA, Sweden and Finland (see table 1). For example, between 1975 and 1981, wood costs rose by more than 100% in the north-west of the USA but by less than 30% in Sweden and Finland. While production costs in Sweden in 1976 stood at more than 16% above those in the north-west of the USA, they were some 7% below them in 1981.

(96) — The cost of stockholding differed widely between the firms to which this Decision is addressed. The level of stocks in Sweden from 1975 to 1981 and in Finland for part of this period was considerably higher than in the USA and Canada and generally showed considerable differences between individual producers (see table 4).

(97) — Owing to the different geographical positions of the countries of north-west Europe, the cost of transporting pulp to them varies widely and considerably influenced the relative cost advantages or disadvantages of the firms to which this Decision is addressed. For the Swedish and Finnish producers, for example, the distance to the French Atlantic ports is some three times greater than that to the German Baltic ports.

(98) (dd) The relationship between costs and selling prices for the Canadian, the Swedish and the Finnish producers continually shifted. These firms incurred by far the greatest proportion of their production costs in their respective national currencies, whereas pulp supplies (except in 1975) were uniformly priced in US dollars. The exchange rates between the US dollar on the one hand and the Canadian dollar, the Swedish krona and the Finnish markka on the other, however, continually fluctuated between 1975 and 1981.

(99) (ee) Economic trends and thus demand for market pulp varied very widely in the different countries between 1975 and 1981. For example, while imports into the Federal Republic of Germany rose by 26% between 1975 and 1976, imports into the United Kingdom rose at only approximately half that rate. Between 1979 and 1980, imports into the Federal Republic of Germany increased by some 9%, while imports into the United Kingdom fell by approximately 3% (1). This development affected differently the firms to which this Decision is addressed since they are involved to varying degrees with the different countries of north-west Europe.

(100) (ff) The costs per tonne incurred by the producers also depend on the quantity sold and shipped to the individual customer. The greater the quantity the less the costs per tonne. The regular purchase

(1) Cepac annual statistics. Imports in these countries equal total demand since they have no production of bleached sulphate wood pulp.

of large quantities enables the producer to cut his costs substantially, and to operate more profitably. It therefore appears astonishing that the price differences recorded in the periods under review between a single purchase of a small quantity and regular purchases of very large quantities generally amounted to not more than 3 %. Moreover, such discounts were granted on very similar terms. Only in quite isolated and exceptional cases were higher differences recorded. More favourable terms offered to important regular customers generally amounted to no more than 1 % or so (e.g. period for payment extended by 30 days or 1 % additional discount allowed for cash); only in rare and exceptional cases was an extended period of payment of up to 90 days allowed (see table 8).

(101) In view of the above stated differences in the economic conditions there is no reasonable economic explanation for the fact that the addressees of this Decision behaved with regard to their pricing policy in an absolutely similar fashion.

(f) The following examples show that the differentiation of prices for bleached sulphate wood pulp would have been possible:

(102) (aa) In the case of softwood pulp, for example, the practice of the firms concerned shows a significant difference over the period between the second quarter of 1977 and the second quarter of 1979. During that period, weak demand and thus greater competitive pressure made it impossible for the unrealistic concerted prices to be charged on the market. In striking contrast to both the preceding and subsequent periods, the firms to which this Decision is addressed decided to invoice their customers different prices within the same quarter (1), to grant varying discounts (2) and to apply differing terms of payment (3). This was therefore the only period – apart from that beginning in the first quarter of 1982 – that the firms to which this Decision is addressed acted in the competitive manner which, according to them, had characterized their approach throughout the years 1975 to 1981.

(103) (bb) The invoices submitted by Domtar Incorporated, which is not an addressee of this Decision but to which the Commission also transmitted its Statement of Objections, show that, for example, for the period between the second quarter of 1980 and the fourth quarter of 1981, prices ranged according to customer from US $ 420 to 565 per tonne for northern softwood, whereas the firms to which this Decision is addressed were uniformly charging US $ 545 per tonne; these prices were generally 'delivered to buyer' and reflected the domestic freight costs incurred only partially and to varying degrees. Domtar Incorporated justified this pricing policy by arguing that, as a firm which sells only a small proportion of its output in the Community and which wishes to gain regular customers there without seeking to expand its sales steadily or selling continually at a loss, it had to pay particular attention to market conditions.

(104) (cc) The practice of Bowater Incorporated shows a significant difference between the years 1975 and 1976 on one hand and the years 1979 to 1981 on the other. Whereas, in the latter years, its transaction prices corresponded to both announced prices and transaction prices of its competitors, its transaction prices in the first two years generally differed widely from those of its competitors (see table 7 in part II).

(105) (g) The fact that the respective market shares of the firms to which this Decision is addressed shifted between 1975 and 1981 does not justify the finding that they did not coordinate prices. These shifts were much less marked at times when they charged uniform prices than at other times. For example, the average changes in the respective shares of Finnish, Swedish, Canadian and United States suppliers in total European Community imports were 0,97 percentage points from 1975 to 1976 and 0,86 percentage points from 1980 to 1981. From 1978 to 1979, on the other hand, they were 2,06 percentage points and. from 1979 to 1980 2,17 percentage points (see table 2). Besides that a number of major United States suppliers did not begin to supply the European market until the mid-1970s.

(106) 2. The concertation on prices between the adressees of this Decision is further proved by the

(1) For example, between US $ 298 and 350 for northern softwood in the first two quarters of 1978.
(2) Up to US $ 100 in the fourth quarter of 1977.
(3) Up to 120 days net or 3 % cash discount.

different kinds of direct and indirect exchange of information between them.

(107) (a) The close succession or even simultaneity of price announcements would not have been possible without a constant flow of information between the firms concerned.

(108) (b) The system of quarterly announcements, which the firms voluntarily chose, constituted in itself, at the very least, an indirect exchange of information on future market conduct. This applied particularly where prices were made known by the firms themselves, by being given to the trade press for immediate publication or by being passed on to agents who were also acting for other producers at the same time. In all such cases, the producer could expect that the prices he announced would immediately reach his competitors, just as he himself would expect to be given details in the same way of his competitor's prices. Those third parties involved in transmitting this information (e.g. the press or agents) were used by the producer. The fact that prices were published well in advance of their entry into effect at the beginning of a new quarter guaranteed that other producers had sufficient time to announce their own – corresponding – new prices before that quarter and to apply them from the beginning of that quarter. From the point of view of exchange of sensitive information for concertation on prices it therefore is of minor importance whether the firms concerned announced their prices within a few days or within a few weeks since the information in any event was given in time.

(109) (c) Information on prices was also exchanged between North American producers within the framework of KEA and between producers of hardwood pulp within the framework of Fides. This exchange of information was not only part of the concertation on prices but was also part of an independent infringement of Article 85 (1). It therefore will be dealt with separately in paragraphs 114 *et seq.* and paragraphs 125 *et seq.*

(110) (d) Further information on prices was exchanged at the meetings and in the telexes referred to in paragraphs 61 *et seq.* The Commission considers that the available documentary evidence proves that these meetings took place. While this evidence in part provides only indirect proof, since it is based on information supplied by customers, this information seems reliable since it comes from the generally very well informed pulp buyers. This is supported by the fact that a variety of sources provided corroborating information for different periods. Even where the firms had already announced their prices for the forthcoming quarter, sensitive information was exchanged since it was important for the actual pricing structure of the firms concerned in that quarter that they should know how their competitors would act.

(111) 3. The fact that the addressees of this Decision aimed to establish a uniform price level for their products independently of market forces is also proved by the telex from Finncell to its subsidiary in Belgium dated 19 November 1975 and the telex from SCA to its subsidiary in Italy dated 16 December 1977 referred to in paragraphs 26 and 27. Further proof of this is the fact that Swedish and Finnish producers returned to quoting exclusively in US dollars (instead of Swedish kronor) at the beginning of 1976 to re-establish the conformity of prices which had suffered from devaluation of the US dollar in 1975.

(112) 4. The system of uniform and, at the very least, relatively simultaneous announcements of selling prices, applied by the firms to which this Decision is addressed, meant over a number of years that the secret competition which would have been expected under normal competitive conditions (as occurred in 1977 for example) was in fact completely excluded. With the exception of Finncell, which in the last three quarters of 1975 announced a price in US dollars and in Swedish kronor, the dollar price being at times higher and at times lower than that announced by Swedish suppliers in Swedish kronor, none of the firms concerned attempted at that time to strengthen its own market position by setting its prices independently of its competitors. This practice also meant that the concurrently announced prices stood, at any rate for a time in 1976, 1977 and 1981, at an artificial level which differed widely from that which would have been expected under normal competitive conditions. For example, it would have been inconceivable, given unrestricted competitive conditions, for a single unchanged price of US $ 415 to have been announced for top quality northern softwood from the first quarter of 1975 to the third quarter of 1977 (see table 6). This

applied particularly to the second and third quarters of 1977, when the announced price stood at up to US $ 100 above the selling price which could in fact be obtained on the market.

(113) The concertation between the firms concerned further meant that, for a not inconsiderable length of time, their actual selling prices were higher than those which would have been obtained under normal competitive conditions. This is shown by the rapid fall in prices in both 1977 and 1982, when the concertation between the firms was ended by market forces. The stagnation in consumption of market sulphate pulp in the Community (+ 0,7 %) together with the slight decline in imports (– 1,5 %) in 1977 and the slight fall in both consumption and imports in the years 1981 (– 2,6 and – 0,6 % respectively) and 1982 (– 2,9 and – 4,4 % respectively) (see table 2) would on their own not have been sufficient to trigger a fall in prices of more than 25 % in 1977 and of approximately 20 % in 1982 if the high price achieved in 1976 and 1981 had corresponded to the market economy equilibrium price. In 1975 the firms to which this Decision is addressed absorbed a fall in consumption of more than 15 % and in imports of just under 30 % without this leading to a fall in prices. While the prolonged strike in Canada in 1975 and the Swedish Stock Incentive Scheme (1975 to 1977) made it easier for them, not even these special factors were sufficient to compensate for the overall decline in demand. The level of the capacity utilization of Swedish suppliers thus fell, despite the State-aid programme, by 10 to 15 %, that of Finnish suppliers by some 15 % and that of US suppliers by up to 20 % (see table 3).

III. *Price-fixing agreements and decisions taken by US producers within the Pulp, Paper and Paperboard Association (KEA)*

(114) 1. Under the KEA agreement, the members by adopting agreements and concerted practices refrained from pursuing independent pricing policies in the EEC, thereby restricting competition between themselves in one of its essential forms within the common market.

(115) The participating firms waived the right to pursue independent sales policies on the common market, and in so doing substituted for the risks of competition a form of cooperation that is prohibited under Article 85 (1).

(116) Another object of the association is the exchange of information. In so far as such exchange of information related to the concertation on prices in respect of the EEC market, it is in breach of the aforementioned rules of competition. Since the exchange also extends to individualized data which relate to individual undertakings and, being confidential, are significant from the viewpoint of competition, such exchange provides in itself sufficient insight into the conduct of the firms concerned in the common market. It thus creates a system of mutual solidarity and influence and thereby tends to substitute for the risks inherent in competition coordination of the parties' economic activities in the common market.

(117) The fact that the producers concerned considered such exchange of information to be necessary is further confirmation of the Commission's finding that the relevant market is not transparent under ordinary market conditions. The price transparency which exists is artificial and results from the collaboration of the KEA members among themselves and also with other producers (see paragraph 85).

(118) The system of quarterly announcements of prices which were mostly identical for KEA members and identical or closely similar to other producers' prices helped establish this artificial transparency and is further evidence of a concerted practice which is contrary to Article 85 (1) (see paragraphs 81 *et seq.* where this infringement is dealt with in greater detail).

(119) 2. Article II (A) of the policy statement of the Pulp Group is a decision of the association. This article limits to a great extent the freedom of the members of KEA to decide independently on announced and transaction prices for shipments to the EEC.

(120) 3. Under the KEA agreement and on the basis of its policy statement, KEA, as an association of undertakings, adopted further decisions which restricted competition between its members. The agreements on new prices between the members represented at the regular meetings under Article II (A) of the policy statement (see paragraph 32) are binding for all members as to their announced prices and take the form of price recommendations by KEA. As to their transaction prices the members of KEA formally are to a certain extent free to deviate from the recommended prices. However, generally speaking, the recommended prices for the EEC have been observed by the members of the Pulp Group at least during the years 1975 and

1976. This recommended price permitted the participants to foresee with a reasonable degree of certainty the price policy of the other members of KEA (their competitors) in the EEC.

(121) The fact that, in other years, especially in 1977 and 1978, there might have been a discrepancy between the recommended price and the price charged does not detract from this assessment. Under the aforementioned Article II, any deviation in the price charged from the recommended price must, before it can be quoted, be communicated to KEA, which, where appropriate, must call a meeting of the members to discuss the price situation. Through this communication and the ensuing discussion, all KEA members could be informed of any price deviation and could decide among themselves the commercial stance they are to adopt. Besides that, possible deviations in 1977 and 1978 between the recommended price (announced price) and the price charged would have to be seen in light of the fact that weaker demand in this period ended the concertation between all the addressees of this Decision (see paragraph 113).

(122) The KEA has not explained why although price variations were allegedly common they were rarely reported or why the KEA manager had never allegedly held a meeting to discuss such reports. It appears unlikely that a procedure which the KEA had laid down in the case of price deviations should be virtually ignored. If members of the KEA were free to charge their own prices then the fixing of a recommended price combined with a procedure to be followed in cases of deviation by a member from the recommended price was unnecessary.

(123) 4. Associations under the Webb Pomerene Act exporting to the EEC are not as such unlawful under EEC law. They may, however, infringe Article 85 if they restrict competition within the common market, and are likely to affect trade between Member States to an appreciable extent. Under the given circumstances of the present case, the agreements and practices of KEA and its members described in paragraphs 28 *et seq.* above had as their result an appreciable restriction of competition in the EEC. (As to the effect on trade between Member States see paragraphs 136 *et seq.*) The concertation on prices and the system of recommended prices within the framework of KEA did not only lead to uniform prices charged by the members of KEA but was an important factor in establishing an artificial transparency of the whole market and facilitated a concertation on prices with other producers outside the KEA. The KEA recommended price even served as reference price for other producers.

(124) IV. *Common agencies of the pulp producers*

The Commission has on the basis of the information notified and that contained in the responses to the Statement of Objections, commenced an investigation of the relevant agreements. The Commission will deal with the question of the agencies referred to in paragraphs 36 to 42 in separate Decisions.

V. *Contacts between producers within the framework of Fides*

1. The documents referred to in paragraphs 44 to 59 show that the suppliers concerned met to exchange sensitive information and to discuss and decide on prices.

(125) It appears that the said suppliers, contrary to the allegation that they proceeded only to an exchange of statistical information, effectively took concerted action on their future prices and, furthermore, agreed on a certain discipline. This discipline led some of them to justify themselves *vis-à-vis* the others when they disregarded the agreed decisions by quoting lower prices. For instance the telexes referred to in paragraphs 53 to 55 show clearly that GEC was being criticized for what appears to be a normal competitive pricing policy. This discipline has from time to time been maintained by means of explicit threats of retaliation (see, for instance, the telex referred to in paragraph 53, and in particular Mr Nykopp's statement referred to in paragraph 59).

(126) This concertation on prices and exchange of sensitive information is not only a part of the general concertation on prices (see paragraph 109) but, taken independently, is a considerable restriction of competition within Article 85 (1).

(127) 2. In the framework of the concertation in Fides, the Swedish and Finnish undertakings and their respective associations took the role of leaders, whereas Borregaard, ENCE, Portucel and St Anne took a more passive role. This finding is based on the following facts:

(128) — The positions of the two groups of undertakings on the EEC market and their comparative strength are different. Indeed the Swedish and Finnish undertakings which have relatively large market shares have been the traditional suppliers of that market.

(129) — The Swedish and Finnish undertakings announced list prices, and often were the first to announce, whereas the others (except St Anne) charged prices individually. The Swedish and Finnish had substantially uniform announced and transaction prices. The other undertakings have frequently charged various prices lower than those of the Swedish and Finnish undertakings and tended to deviate from the level agreed in the said meetings.

(130) — The attitude taken in this mutual relationship by the participants to the meetings is different. More often the Swedish and the Finnish took the initiative in calling for the meetings and in organizing them. They asked that a certain discipline follow, namely that certain prices or a certain level of prices be respected. Some of them threatened retaliation against undertakings of the second group in the event of breach of this discipline. It did happen that some of these justified themselves *vis-à-vis* the Swedish when accused of deviation from the agreed decisions.

(131) Although the Commission acknowledges that Borregaard, ENCE, Portucel and St Anne had a different role in the meetings and varied their price policy, they nevertheless participated in an exchange of sensitive information which constitutes a restriction of competition.

The Commission recognizes the difficulty for an undertaking in a weaker position and not being a traditional supplier in resisting the pressure exerted by the stronger ones and in staying out of a concertation. Nevertheless, that behaviour is the expression of the independent will of the undertakings concerned and each must consequently be considered responsible for its own behaviour.

The different positions of these undertakings will be taken into account in fixing the fines (see paragraph 149).

(132) 3. Borregaard's argument that it was only an agent in the relevant period does not appear to be well founded.

In fact Borregaard, although it did not in that period manufacture sulphate pulp, bleached it and sold it on its own behalf. It must therefore be considered as an independent supplier of the relevant pulp in competition with the other ones operating in the EEC market.

VI. *Export and resale bans*

1. The general trade rules for wood pulp

(133) Clause 14 of the general conditions of sale which the Swedish and Norwegian producers applied prior to 1975 stipulated that the product be sold exclusively for consumption by the buyer in his own mill. It thus restricted the use and movement of products and limited a buyer's economic freedom. It prevented the competition that might take place if the products were re-introduced into the commercial circuit. The effect of the clause was therefore to prevent a user or some other potential intermediary from selling pulp on the market parallel to the official vertical channels (producer – agent – customer) since such parallel sales could also, particularly when demand was falling and stocks rising, have exerted downward pressure on the price level which the participating firms wanted to keep as high as possible.

2. Export and resales bans in the supply contracts concluded by American and Canadian producers

(134) For the reasons set out in the preceding paragraph, the ban on the resale of products contained in the contracts concluded by the producers referred to at paragraphs 72 *et seq.* constitutes a perceptible restriction of competition and of the economic freedom of users.

A ban on exports seriously undermines competition, the freedom of action of users and attainment of the objectives of a single market. The Commission and the Court of Justice have therefore already condemned such practices on a number of occasions [1].

[1] For the first time, in Commission Decision 64/566/EEC of 23 September 1964 in Grundig-Consten (OJ No 161, 20. 12. 1964, p. 2545/64) and in the Judgment of the Court in the same case (Joined Cases 56 and 58/64 [1966], p. 299) and, more recently, in Commission Decision 82/367/EEC of 2 December 1981 in Hasselblad (OJ No L 161, 12. 6. 1982, p. 18) and in the Judgment of the Court in the same case (Case 86/82, not yet published).

VII. *Finncell*

(135) The obligation of the members of Finncell to market pulp only through this organization was notified on 20 December 1983. The Commission will deal with the question of the compatibility of the joint sales organization with Article 85 of the EEC Treaty in a separate decision.

VIII. *Effect on trade between Member States*

The practices outlined in paragraphs 81 *et seq.*, 114 *et seq.*, 125 *et seq.* and 133 *et seq.* are apt to have an appreciable effect on trade between Member States.

(136) This criterion defines the boundary between the areas respectively covered by Community law and the law of the Member States. Community law covers any agreement or any practice which is capable of constituting a threat to freedom of trade between Member States in a manner which might harm the attainment of the objectives of a single market between the Member States, in particular by partitioning the national markets or by affecting the structure of competition within the common market (1).

(137) The concertation on announced and transaction prices and the exchange of sensitive information in respect of shipments to the EEC, or at least to the greater part thereof, diverted competition from the course it would otherwise have followed not only in one Member State but in at least five Member States. These practices resulted in an artificially uniform price level in all these Member States which deviated from the differentiated price structure that could have been expected given unrestricted competition (see paragraphs 90 *et seq.*). In creating this artificially uniform price level throughout the Community the addressees of this Decision, who accounted for some 60 % of the total consumption of bleached sulphate pulp in the Community, impaired the structure of competition throughout the Community (2).

(138) By preventing any price difference between Member States the addressees of this Decision further removed any incentive to supply wood pulp from one Member State to another. Such trade would probably have arisen by reason of the differences in demand, exchange rates and transport costs. Instead, the price uniformity has impeded the development of such trade between Member States that exists at present. This trade would have been carried out not only by independent intermediaries which already existed or were likely to come into existence but also by paper makers who could – especially in a depressed market – take advantage of favourable exchange rates or stronger demand for pulp in a neighbouring Member State when reselling pulp originally purchased for their own use.

(139) That the producers themselves consider pulp as suitable for resale is shown by the existence of the export and resale bans applicable until 1975. These bans hindered the resale of pulp purchased by an undertaking in one Member State to an undertaking in another, and thus intensified the effect of the artificially uniform price level described in paragraph 138.

(140) The coordination arranged between the firms concerned has appreciably affected trade between Member States. Together they supply some 60 % of bleached sulphate pulp used in the Community. It was not only theoretically possible that their agreements could affect price competition; they did in fact do so. Price is the most important aspect of competition on the relevant market.

B. Article 85 (3)

(141) Under Article 85 (3), the provisions of Article 85 (1) may be declared inapplicable to agreements, decisions by associations of undertakings and concerted practices, which contribute to improving the production or distribution of goods or to promoting technical or economic progress, while allowing consumers a fair share of the resulting benefit, and which do not impose on the undertakings concerned restrictions which are not indispensable to the attainment of these objectives or afford such undertakings the possibility of eliminating competition in respect of a substantial part of the products in question.

(142) The agreements, decisions by associations and concerted practices, which are subject matter of the present Decision, are not eligible for exemption under paragraph 3 because they have not been notified in accordance with Article 4 (1) of

(1) Case 22/78 'Hugin v. Commission' [1979], p. 1869.
(2) Cases 6 and 7/73 'Commercial Solvents' [1974], p. 223.

Regulation No 17 and do not fall within the scope of exceptions provided for in paragraph 2 of that Article.

In any case, the Commission takes the view that if these agreements, decisions and concerted practices had been notified, an exemption could not have been granted.

C. Article 3 of Regulation No 17

(143) Where the Commission finds that there is an infringement of Article 85, it may require the firms concerned to bring such infringement to an end in accordance with Article 3 of Regulation No 17. It may further declare the conduct in question to be an infringement even where this conduct has already been terminated if this is necessary to clarify the legal position (1).

(144) As regards the practices referred to in paragraphs 81 *et seq.*, 114 *et seq.*, 125 *et seq.* and 133 *et seq.*, it is necessary to find the infringement has been committed, since the danger subsists that the firms and associations involved may resume these practices. As regards the practices referred to in paragraphs 114 *et seq.*, there is further reason to require the firms and the association involved to bring the infringement to an end since they have not put an end to the restrictive practices. (As stated above, the practices referred to in paragraphs 124 and 135 will be dealt with in separate decisions.)

D. Article 15 (2) of Regulation No 17

(145) 1. Under Article 15 (2) (a) of Regulation No 17, the Commission may by decision impose on undertakings fines of from one thousand to one million ECU, or a sum in excess thereof but not exceeding 10 % of the turnover in the preceding business year of each of the undertakings participating in the infringement where, either intentionally or negligently, they infringe Article 85 (1). In fixing the amount of the fine, regard is to be had both to the gravity and to the duration of the infringement.

(146) 2. The firms to which the Decision is addressed intentionally infringed Article 85 (1) since they knowingly and deliberately concerted with regard to their announced and transaction prices, exchanged within the framework of Fides and on other occasions information on individual firms which was relevant to competition, and arranged for export and resale bans thereby affecting trade between Member States. In doing so they were not infringing a prohibition by reason of excusable and unavoidable error. At the very least they were grossly negligent in their disregard for the scope of Community competition law, since firms of the size of those to which this Decision is addressed must be expected to be correctly informed about the legal situation on their major markets as laid down by a constant series of Judgments of the Court and Commission Decisions. As this is the first Community action against a Webb Pomerene Act export organization, the Commission has, on this occasion, taken into account the submission of the addressees of this Decision that they were unaware that their behaviour infringed Community competition law in so far as this infringement was strictly limited to the level of KEA. Such submission, however, cannot apply to the participation of KEA and/or its members in the concertations with producers who were not members of the association.

(147) The Commission's Statement of Objection was also sent to other firms. This Decision does not extend to them since their involvement in the practices in restraint of competition either cannot be adequately proved or was of minor economic significance.

(148) 3. In determining the fine, the Commission has taken into account that:

— the concertation on prices and the exchange of information constitute serious restrictions of competition,

— the European market in bleached sulphate pulp is economically significant,

— the firms to which the Decision is addressed account for nearly two-thirds of this market and that the infringement continued over a number of years,

— it meant that for a considerable length of time the actual selling prices were higher than those which would have been obtained under normal competitive conditions.

(1) Case 7/82 'GVL' [1983], p. 483.

(149) In determining the fine on the individual firms to which this Decision is addressed, the Commission has taken into consideration the role played by them in the concertation and in the exchange of information (see paragraphs 127 *et seq.*), the length of time they are proved to have taken part in the infringements, their respective average shipments of bleached sulphate wood pulp to the Community in the last year of the period under review and – to a lesser extent – the individual total turnover of each. In determining the fine on the associations of undertakings to which this Decision is addressed, the Commission has taken into consideration the role played by such associations as distinct from that of their members and the shipments effected by their members. The Commission has further taken into account, in mitigation of the fine imposed, the fact that some addressees have cooperated with the Commission during the proceedings.

The Commission has also taken into account that most of the respondents have given an undertaking as to their future behaviour [1] which is likely to reduce the artificial transparency of the market and thus to improve the competitive conditions of the relevant market and to lessen the risk of future infringements. This undertaking justified a substantial reduction of the fines imposed on these respondents.

HAS ADOPTED THIS DECISION:

Article 1

The addressees of this Decision as specified in Article 4 have committed infringements of Article 85 (1) of the Treaty establishing the European Economic Community by concluding the following agreements and adopting the following decisions and practices:

(1) The following addressees by concerting on prices for bleached sulphate wood pulp announced for deliveries to the European Economic Community at least in the following years:

- addressees 1 to 3, 5, 6, 9, 11 to 13, 16, 18, 20 to 28, 31, 34 to 38, in 1975 to 1981,
- addressee 4, in 1975 and 1976,
- addressee 7, in 1977 and 1979 to 1981,
- addressee 10, in 1975 to 1977 and 1979 to 1981,
- addressee 17, in 1975 to 1978,
- addressee 19, in 1975 to 1980,
- addressee 32, in 1975, 1976 and 1979,
- addressee 33, in 1975 to 1980,
- addressee 41, in 1977.

(2) The following addressees by concerting on actual transaction prices charged in the European Economic Community at least to customers in Belgium, France, the Federal Republic of Germany, the Netherlands and the United Kingdom for bleached sulphate wood pulp at least in the following years:

- addressees 2, 3, 5, 6, 8 to 12, 14 to 16, 18, 20 to 28, 31, 32, 34 to 38, in 1975, 1976 and 1979 to 1981,
- addressee 1, in 1976 and 1979 to 1981,
- addressee 7, in 1975 and 1979 to 1981,
- addressees 13 and 33, in 1975, 1976 and 1979,
- addressee 19, in 1975, 1976, 1979 and 1980,
- addressee 30, in 1975, 1976, 1980 and 1981,
- addressee 39, in 1975 and 1976.

(3) Addressees 8 to 16 by concerting on announced and actual transaction prices for deliveries of bleached sulphate wood pulp to the European Economic Community and by exchanging individualized data concerning prices for these deliveries on the basis of the KEA rules, and addressee 17 (KEA) by recommending prices for these deliveries on the basis of Article II (A) of its policy statement.

(4) Addressees 4, 29, 34, 36 and 40 to 43 by concerting on announced and actual transaction prices and exchanging within the framework of Fides individualized data concerning prices for deliveries of bleached sulphate hardwood pulp to the European Economic Community from 1973 to 1977.

(5) Addressees 2 to 4, 6, 13, 30 to 39 and 41 by applying, in contracts for sale of wood pulp to customers in the European Economic Community, clauses prohibiting export or resale of wood pulp sold to them.

Article 2

Addressees 9 to 11 and 15 to 17 shall bring the infringement as referred to in Article 1 (3) to an end immediately and shall refrain from any measure having the same object or effect.

[1] See Annex.

Article 3

1. The following fines are hereby imposed on:

(1) addressee 1: 100 000 (one hundred thousand) ECU, that is Bfrs 4 474 300;
(2) addressee 2: 125 000 (one hundred and twenty five thousand) ECU, that is Bfrs 5 592 875;
(3) addressee 3: 150 000 (one hundred and fifty thousand) ECU, that is Bfrs 6 711 450;
(4) addressee 4: 200 000 (two hundred thousand) ECU, that is Bfrs 8 948 600;
(5) addressee 5: 50 000 (fifty thousand) ECU, that is Bfrs 2 237 150;
(6) addressee 6: 150 000 (one hundred and fifty thousand) ECU, that is Bfrs 6 711 450;
(7) addressee 7: 500 000 (five hundred thousand) ECU, that is Bfrs 22 371 500;
(8) addressee 8: 50 000 (fifty thousand) ECU, that is Bfrs 2 237 150;
(9) addressee 9: 50 000 (fifty thousand) ECU, that is Bfrs 2 237 150;
(10) addressee 10: 100 000 (one hundred thousand) ECU, that is Bfrs 4 474 300;
(11) addressee 11: 150 000 (one hundred and fifty thousand) ECU, that is Bfrs 6 711 450;
(12) addressee 12: 250 000 (two hundred and fifty thousand) ECU, that is Bfrs 11 185 750;
(13) addressee 14: 50 000 (fifty thousand) ECU, that is Bfrs 2 237 150;
(14) addressee 15: 50 000 (fifty thousand) ECU, that is Bfrs 2 237 150;
(15) addressee 16: 50 000 (fifty thousand) ECU, that is Bfrs 2 237 150;
(16) addressee 17: 50 000 (fifty thousand) ECU, that is Bfrs 2 237 150;
(17) addressee 18: 50 000 (fifty thousand) ECU, that is Bfrs 2 237 150;
(18) addressee 19: 200 000 (two hundred thousand) ECU, that is Bfrs 8 948 600;
(19) addressee 20: 50 000 (fifty thousand) ECU, that is Bfrs 2 237 150;
(20) addressee 21: 100 000 (one hundred thousand) ECU, that is Bfrs 4 474 300;
(21) addressee 22: 50 000 (fifty thousand) ECU, that is Bfrs 2 237 150;
(22) addressee 23: 100 000 (one hundred thousand) ECU, that is Bfrs 4 474 300;
(23) addressee 25: 100 000 (one hundred thousand) ECU, that is Bfrs 4 474 300;
(24) addressee 26: 100 000 (one hundred thousand) ECU, that is Bfrs 4 474 300;
(25) addressee 28: 150 000 (one hundred and fifty thousand) ECU, that is Bfrs 6 711 450;
(26) addressee 29: 100 000 (one hundred thousand) ECU, that is Bfrs 4 474 300;
(27) addressee 30: 50 000 (fifty thousand) ECU, that is Bfrs 2 237 150;
(28) addressee 31: 50 000 (fifty thousand) ECU, that is Bfrs 2 237 150;
(29) addressee 32: 50 000 (fifty thousand) ECU, that is Bfrs 2 237 150;
(30) addressee 33: 50 000 (fifty thousand) ECU, that is Bfrs 2 237 150;
(31) addressee 34: 150 000 (one hundred and fifty thousand) ECU, that is Bfrs 6 711 450;
(32) addressee 35: 150 000 (one hundred and fifty thousand) ECU, that is Bfrs 6 711 450;
(33) addressee 36: 200 000 (two hundred thousand) ECU, that is Bfrs 8 948 600;
(34) addressee 37: 150 000 (one hundred and fifty thousand) ECU, that is Bfrs 6 711 450;
(35) addressee 38: 150 000 (one hundred and fifty thousand) ECU, that is Bfrs 6 711 450;
(36) addressee 40: 50 000 (fifty thousand) ECU, that is Bfrs 2 237 150.

2. The fines imposed shall be paid within three months of the date of notification of this Decision into the following accounts of the Commission of the European Communities:

(a) Kredietbank (agence Schuman), rond-point Schuman, 2, B-1040 Brussels (account No 426-4403003-54), for payment in ECU;

(b) Kredietbank (agence Schuman), rond-point Schuman, 2, B-1040 Brussels (account No 426-4403001-52), for payment in Belgian francs.

Article 4

This Decision is addressed to:

(1) British Columbia Forest Products Ltd, 1050 W. Pender Street, Vancouver, British Columbia, V6E 2X3, Canada;
(2) Canadian Forest Products Ltd, 505 Burrard Street, Vancouver, British Columbia, V7X 1B5, Canada;
(3) MacMillan Bloedel Ltd, 1075 West Georgia Street, Vancouver, British Columbia, Canada;
(4) St Anne-Nackawick Pulp and Paper Co. Ltd, PO Box 1000, Nackawick, New Brunswick, Canada;
(5) Weldwood of Canada Ltd, 1055 W. Hastings Street, Vancouver, British Columbia, V6E 2E9, Canada;
(6) Westar Timber Ltd, 1176 West Georgia Street, Vancouver, British Columbia, V6E 2X3, Canada;
(7) Bowater Incorporated, PO Box 7, Catawba, South Carolina 29704, USA;
(8) Chesapeake Corporation, West Point, Virginia 23181, USA;
(9) Crown Zellerbach, One Bush Street, San Francisco, California 94104, USA;

(10) Federal Paper Board Company, Incorporated, 75 Chestnut Ridge Road, Montvale, New Jersey 07645, USA;

(11) Georgia-Pacific Corporation, Pulp Department, 133 Peachtree Street NE, Atlanta, Georgia 30303, USA;

(12) International Pulp Sales Company, 77 West 45th Street, New York, New York 10036, USA;

(13) ITT Rayonier Incorporated, 1177 Summer Street, Stamford, Connecticut 06904, USA;

(14) The Mead Corporation, Courthouse Plaza Northeast, Dayton, Ohio 45463, USA;

(15) Scott Paper Company, Scott Plaza 2, Philadelphia, Pennsylvania 19113, USA;

(16) Weyerhaeuser Company, Pulp Division, Tacoma, Washington 98477, USA;

(17) Pulp, Paper and Paperboard Export Association of the United States (KEA), 528 Northnewstreet, Bethlehem, Pennsylvania 18018, USA;

(18) Ahlström Oy, Eteläesplanadi, 00130 Helsinki 13, Finland;

(19) Enso-Gutzeit Oy, PO Box 309, 00101 Helsinki 10, Finland;

(20) Joutseno-Pulp Co., 54120 Joutseno, Finland;

(21) Kaukas AB Oy, Villmanstrand 20, 53200 Lappeenranta 20, Finland;

(22) Kemi Oy, 94200 Kemi 20, Finland;

(23) Metsä-Botnia AB Oy, 64260 Kaskinen, Finland;

(24) Metsäliiton Teollisuus Oy, Revontulentie 6, 02100 Espoo 10, Finland;

(25) Oulu Oy, PO Box 196, 90101 Oulu 10, Finland;

(26) Wilh Schaumann AB Oy, PO Box 240, 00121 Helsinki 12, Finland;

(27) Sunila Oy, Sunila, Finland;

(28) Veitsiluoto Oy, 94800 Kemi 80, Finland;

(29) Finncell, Eteläesplanadi 2, 00101 Helsinki, Finland;

(30) Billerud-Uddeholm, Järnvägsgatan 11, 66100 Säffle, Sweden;

(31) Iggesunds Bruk AB, PO Box 15, 82500 Iggesund, Sweden;

(32) Kopparfors AB, PO Box 201, 81600 Ockelbo, Sweden;

(33) Korsnäs-Marma AB, 80111 Gävle, Sweden;

(34) MoDoCell AB, PO Box 500, 89101 Ornsköldsvik, Sweden;

(35) Norrlands Skogsägares Cellulosa AB, John Ekmans väg 1, 87302 Väja, Sweden;

(36) Södra Skogsägarna AB, 35189 Växjo, Sweden;

(37) Stora Kopparbergs-Bergslags AB, Fack, 79180 Falun, Sweden;

(38) Svenska Cellulosa AB (SCA), Fack, 85188 Sundsvall, Sweden;

(39) Uddeholm AB, 68305 Hagfors, Sweden;

(40) Svenska Cellulosa – Och Papperbruks Föreningen, Villagatan 1, 11432 Stockholm, Sweden;

(41) Borregaard AS, Postboks 162, 1701 Sarpsborg, Norway;

(42) Portucel, Empresa de celulose e papel de Portugal EP, rua Joaquim Antonio de Aguiar 3, Lisboa 1000, Portugal;

(43) Empresa nacional de celulosas SA (ENCE), Juan Bravo 49 Dpdo, Madrid 6, Spain.

This Decision is enforceable pursuant to Article 192 of the EEC Treaty.

Done at Brussels, 19 December 1984.

For the Commission

Frans ANDRIESSEN

Member of the Commission

TABLE 1

Average (1) total Norscan bleached softwood kraft costs

(US dollars per ADMT, delivered to north-west Europe)

1976	British Columbia (coast)	British Columbia (interior) (2)	United States (north-west Pacific)	United States (south) (3)	Sweden	Finland
Variable costs	264	253	263	240	306	289
of which:						
— wood	99	86	76	80	179	167
— transport	45	50	39	36	26	30
Overhead	23	28	25	13	7	9
Depreciation and interests	32	34	31	28	28	32
Total costs	320	315	292	281	341	329

1981	British Columbia (coast)	British Columbia (interior) (2)	United States (north-west Pacific)	United States (south) (3)	Sweden	Finland
Variable costs	383	348	434	389	431	401
of which:						
— wood	138	108	153	119	227	202
— transport	74	76	78	72	46	55
Overhead	32	39	39	21	11	14
Depreciation and interests	50	54	51	47	45	51
Total costs	465	441	523	457	487	467

(1) According to Data Resources Incorporated, 'The outlook for Norscan and Brazilian market pulp through 1990'. Whereas other sources (Jaakko Pöyry and Associates Ltd, 'Analysis of manufacturing costs in the North American forest products industries', Ottawa April 1977; J. Boyd, 'Pulp production costs compared', in PPI-June 1982), indicate rather higher costs.
(2) Delivered to North America. Total costs delivered to north-western Europe are slightly higher.
(3) Southern softwood.

TABLE 2

Consumption and importation of bleached sulphate pulp in the EEC

(1 000 tonnes)

Year	CONSUMPTION	IMPORTATION								
		Total EEC	From Canada	% of total	From the USA	% of total	From Sweden	% of total	From Finland	% of total
1974	4 571,7	4 767,5	1 394,0	29,24	644,0	13,51	1 718,6	36,05	466,8	9,79
1975	3 850,8	3 371,6	971,6	28,82	587,0	17,41	1 180,1	35,00	282,7	8,38
1976	4 408,8	4 708,0	1 359,2	28,87	718,8	15,27	1 568,7	33,32	393,0	8,35
1977	4 439,1	4 636,8	1 395,8	30,10	696,2	15,01	1 406,3	30,33	437,4	9,43
1978	6 136,0	5 546,7	1 664,7	30,01	781,9	14,10	1 523,5	27,47	669,9	12,08
1979	6 540,8	5 929,3	1 565,9	26,41	934,9	15,77	1 571,2	26,50	836,3	14,10
1980	6 774,0	6 178,8	1 721,3	27,86	1 090,3	17,65	1 340,3	21,69	838,8	13,57
1981	6 598,5	6 140,9	1 568,6	25,54	1 085,0	17,67	1 371,0	22,33	804,8	13,11
1982	6 406,5	5 872,9	1 427,8	24,31	1 127,6	19,20	1 143,5	19,47	700,3	11,92

Source: Cepac 'Annual statistics'.

TABLE 3

Capacity utilization ratio

(in % of budgeted bleached sulphate pulp production capacity)

Year	Canada (1)	USA (1)	Sweden (1)	Finland
1974	93-110	94-105	92-105	90
1975	57- 75	74-101	77- 97	76
1976	63-100	90-106	67- 91	74
1977	79-106	88- 98	60- 97	67
1978	89- 99	92-102	72-102	70
1979	78- 97	86- 98	73-100	92
1980	95-103	96-100	65-100	95
1981	77- 93	88-102	78-105	83

(1) Only firms to which this Decision is addressed.

Source: For Canada, the USA and Sweden: own information of the firms concerned.

For Finland: Data Resources Incorporated, 'The outlook for Norscan and Brazilian market pulp through 1990' and estimation on the basis of other publications. (The Finnish respondents did not submit the corresponding data requested pursuant to Article 11 of Regulation No 17.)

TABLE 4

Average stocks of bleached sulphate pulp

(in days of production)

	Canada (1)	USA (1)	Sweden (1)	Finland
1975	35- 68	11- 81	33-110	
1976	29- 81	16- 84	14-713	96
1977	40-108	20-195	24-243	99
1978	15- 51	15-211	26-503	25
1979	10- 43	9- 25	10-118	15
1980	8- 33	12- 29	9-114	13
1981	14- 41	0- 35	21-115	38

(1) Only firms to which this Decision is addressed.

Source: For Canada, the USA and Sweden: own information of the firms concerned.

For Finland: Data Resources Incorporated, 'The outlook for Norscan and Brazilian market pulp through 1990'. (The Finnish respondents did not submit the corresponding data requested pursuant to Article 11 of Regulation No 17.)

TABLE 5

Undertakings concerned

CANADA	Site of pulp mills	Capacity of pulp mills (bleached sulphate market pulp (1 000 tonnes/ year)	Total turnover 1981 (million US dollars)	Relationship with other producers/ buyers
1. British Columbia Forest Products Ltd (BCFP)	British Columbia (coast)	280	680	28 % of shares held by Mead, 13 % by Scott
	British Columbia (interior)	200		
2. Canadian Forest Products Ltd (Canfor)	British Columbia (coast)	180		One mill part-owned by Feldmuehle
	British Columbia (interior)	370		
3. MacMillan Bloedel Ltd	British Columbia (coast)	385	1 800	Holds 46 % of shares in Koninklijke Nederlandse Papierfabrieken NV
4. St Anne-Nackawick Pulp and Paper Co. Ltd	New Brunswick	290		
5. Weldwood of Canada Ltd	British Columbia (interior)	250		
6. Westar Timber Ltd	British Columbia (interior)	580	280	

TABLE 5 *(cont'd)*

USA	Site of pulp mills	Capacity of pulp mills (bleached sulphate market pulp) (1 000 tonnes/ year)	Total turnover 1981 (million US dollars)	Relationship with other producers/buyers
7. Bowater Incorporated	United States (south)	350	3 500 (group turnover)	
8. Chesapeake Corporation of Virginia	United States (south)	91	280	
9. Crown Zellerbach Corporation	British Columbia (coast)	200	3 150	Holds 50 % of shares in Van Gelder (NL)
	United States (north west)	86		
10. Federal Paper Board Co.	United States (south)	260	520	
11. Georgia-Pacific Corporation	United States (south)	225	5 410	Holds shares in Inveresk Group Ltd (GB)
12. International Pulp Sales Company (IPS)	United States (south)	80	4 980 (group turnover)	
13. ITT Rayonier Incorporated		300	640	
14. Mead Corporation	United States (south)	370	2 900	Holds 28 % of shares in BCFP; 50 % joint venture Brunswick Pulp and Paper Co. with Scott
15. Scott Paper Co.	United States (south)	1 500 (total capacity)	2 310	Holds 13 % of shares in BCFP; 50 % joint venture Brunswick Pulp and Paper Co. with Mead; holds shares in Bowater-Scott Corporation Ltd
	Canada (east)			
16. Weyerhaeuser Co.	United States (north west)	225	4 500	
	British Columbia (interior)	410		
17. Pulp, Paper and Paperboard Association of the US	Association of pulp producers			
FINLAND				
18. Ahlström Oy	Finland	110	830	Member of Finncell; holds 100 % of shares in Kämmerer (D)
19. Enso-Gutzeit Oy	Finland	170		Member of Finncell until 1980
20. Joutseno-Pulp Co.	Finland	120		Member of Finncell
21. Kaukas AB Oy	Finland	120	245	Member of Finncell
22. Kemi Oy	Finland	100	160	Member of Finncell; holds shares in Nordland Papier GmbH (D)
23. Metsä-Botnia AB Oy	Finland	190	140	Member of Finncell
24. Metsälliton Teollisuus Oy	Finland	55	680 (group turnover)	Member of Finncell
25. Olou Oy	Finland	250	180	Member of Finncell
26. Oy Wilh. Schaumann AB	Finland	120	400	Member of Finncell
27. Sunila Oy	Finland	85		Member of Finncell
28. Veitsiluoto Oy	Finland	150	380	Member of Finncell
29. Finncell	Joint selling agency of pulp producers			

TABLE 5 *(cont'd)*

SWEDEN	Site of pulp mills	Capacity of pulp mills (bleached sulphate market pulp) (1 000 tonnes/ year)	Total turnover 1981 (million US dollars)	Relationship with other producers/buyers
30. Billerud Uddeholm AB	Portugal	150	720	Holds 71 % of shares in Celulose Beira Industrial (Celbi) SARL and sells formally as agent of Celbi
31. AB Iggesunds Bruk	Sweden	100	440	
32. Kopparfors AB	Sweden	180		Shares held by Papyrus AB (S)
33. Korsnäs-Marma AB	Sweden (production of market pulp ceased in 1979)	80	310	
34. MoDoCell AB	Sweden	360	830	Holds shares in: — Papeterie Pont-Saint-Maxence — Mabelpap SA
35. Norrlands Skogsägares Cellulosa AB (Ncb)	Sweden	140	590	Holds shares in Hannoversche Papierfabriken
36. Södra Skogsägarna AB	Sweden	330	660	
37. Stora Kopparberg	Sweden	210	910	Holds 54 % of shares in Billerud
38. Svenska Cellulosa AB (SCA)	Sweden	260	1 470	Holds 20 % of shares in PWA (D) and holds shares in Beghin-Say SA (F)
39. Uddeholms AB	Sweden			
40. Svenska Cellulosa – Och Papperbruks Föreningen	Association of pulp producers			
NORWAY				
41. Borregaard A/S	Brazil		660	Holds 33,1 % of shares in Rio Grande Companhia de Celulose do Sul (Riocell)
PORTUGAL				
42. Portucel – Empresa de celulose e papel de Portugal EP	Portugal	330	290	
SPAIN				
43. Empresa nacional de celulosas SA (ENCE)	Spain	300	220	

Source: PPI, 1981/82 International Pulp and Paper Directory, PPI TOP 100 (PPI September 1982) and own information of the undertakings concerned (not for total turnover).

TABLE 6

Announced prices

(bleached sulphate wood pulp; northern unless marked (S) = southern)

Quarter	Undertaking	Date of announcement	Softwood		Hardwood	
			Zone 1	Zone 2	Zone 1	Zone 2
1975/I	BCFP		415			
	BC Timber		415			
	Canfor	12./14. 11. 1974	415	427		
	MacMillan	2. 11. 1974	415			
	St Anne	21. 11. 1974			408 Can $	
	Weldwood	10. 12. 1974	415	427		
	Crown Zellerbach	26. 11. 1974	415			
	Federal Paper			427 (S)		417 (S)
	Georgia-Pacific	3. 12. 1974			405 (S)	
	IPS	19. 11. 1974	415	427	405 (S)	417 (S)
	ITT Rayonier	11. 11. 1974	415	427		
	Weyerhaeuser	8. 11. 1974	415	427		
	KEA	23. 10. 1974	415	427	405 (S)	417 (S)
	Iggesunds	8. 10. 1974	1 850 SKr		1 825 SKr	
	Kopparfors	22./27. 11. 1974	1 850 SKr	1 925 SKr		
	Korsnäs	21./22. 10. 1974	1 850 SKr	1 925 SKr	1 825 SKr	1 900 SKr
	MoDoCell	3. 12. 1974	1 850 SKr	1 925 SKr	1 825 SKr	1 900 SKr
	Norrlands	17. 10. 1974	1 850 SKr		1 825 SKr	
	Södra	3. 10. 1974	1 850 SKr	1 925 SKr	1 825 SKr	1 900 SKr
	Stora	2. 10. 1974	1 850 SKr	1 925 SKr	1 825 SKr	1 900 SKr
	SCA	21. 10. 1974	1 850 SKr	1 925 SKr	1 810 SKr	1 900 SKr
	Finncell	16. 10. 1974	415		1 825 SKr	
1975/II	BCFP	19. 2. 1975		427		
	BC Timber	18. 3. 1975	415			
	Canfor	11. 3. 1975	415			
	MacMillan	11./13. 3. 1975	415	427		
	Crown Zellerbach	7. 2. 1975	415			
	Federal Paper			(427 S)		417 (S)
	IPS	2. 3. 1975	415	427	405 (S)	417 (S)
	ITT Rayonier		415	427		
	Weyerhaeuser		415	427		
	KEA	6. 2. 1975	415	427	405 (S)	417 (S)
	Kopparfors		1 850 SKr	1 925 SKr		
	Korsnäs	21./22./23. 10. 1974	1 850 SKr	1 925 SKr	1 825 SKr	1 900 SKr
	MoDoCell	13. 3. 1975	1 850 SKr	1 925 SKr	1 825 SKr	1 900 SKr
	Södra	3. 10. 1974	1 850 SKr	1 925 SKr	1 825 SKr	1 900 SKr
	Stora	2. 10. 1974	1 850 SKr	1 925 SKr	1 825 SKr	1 900 SKr
	Finncell	10. 3. 1975	1 850 SKr ($ 450)		1 825 SKr ($ 444)	
1975/III	BCFP	3. 6. 1975		427		
	BC Timber	30. 5. 1975	415			
	Canfor	2. 6. 1975	415			
	MacMillan	3. 6. 1975	415	427		
	St Anne	13. 6. 1975			405	
	Weldwood	5. 6. 1975	415			

Quarter	Undertaking	Date of announcement	Softwood		Hardwood	
			Zone 1	Zone 2	Zone 1	Zone 2
1975/III *(cont'd)*	Crown Zellerbach	28. 5. 1975	415			
	Federal Paper			427 (S)		417
	IPS	21. 5. 1975	415	427	405 (S)	417 (S)
	Weyerhaeuser	10. 6. 1975	415	427	405	417
	KEA	1. 6. 1975	415	427	405	417
	Kopparfors	2. 6. 1975	1 850 SKr	1 925 SKr		
	Korsnäs	27. 5. 1975	1 850 SKr	1 925 SKr	1 825 SKr	1 900 SKr
	MoDoCell		1 850 SKr	1 925 SKr	1 825 SKr	1 900 SKr
	Norrlands	16. 5. 1975	1 850 SKr		1 825 SKr	
	Södra	22. 5. 1975	1 850 SKr	1 925 SKr	1 825 SKr	1 900 SKr
	Stora	22. 5. 1975	1 850 SKr	1 925 SKr	1 825 SKr	1 900 SKr
	SCA	20. 5. 1975	1 850 SKr	1 925 SKr	1 810 SKr	1 900 SKr
	Finncell	12./13. 5. 1975	1 850 SKr		1 825 SKr	
1975/IV	BCFP	15. 9. 1975		427		
	BC Timber	9./10. 9. 1975	415			
	Canfor	29. 7. 1975 11. 9. 1975	415	427		
	MacMillan		415	427		
	St Anne	1. 10. 1975			405	
	Weldwood	9. 9. 1975	415			
	Crown Zellerbach	8. 9. 1975	415			
	Federal Paper			427 (S)		417
	IPS	5. 9. 1975	415	427	405 (S)	417 (S)
	ITT Rayonier	9. 9. 1975	415	427		
	Weyerhaeuser	10. 9. 1975	415	427	405	417
	KEA	4. 9. 1975	415	427	405	417
	Kopparfors		1 850 SKr	1 925 SKr		
	Korsnäs	27. 5. 1975	1 850 SKr	1 925 SKr	1 825 SKr	1 900 SKr
	MoDoCell		1 850 SKr	1 925 SKr	1 825 SKr	1 900 SKr
	Norrlands	16. 5. 1975	1 850 SKr		1 825 SKr	
	Södra	22. 5. 1975	1 850 SKr	1 925 SKr	1 825 SKr	1 900 SKr
	Stora	22. 5. 1975	1 850 SKr	1 925 SKr	1 825 SKr	1 900 SKr
	SCA		1 850 SKr		1 810 SKr	
	Finncell	22. 8. 1975	1 850 SKr		1 825 SKr	
1976/I	BCFP	21. 11. 1975		427		
	BC Timber	28. 11. 1975	415	430		
	Canfor		415	427		
	MacMillan	11. 12. 1975	415	427		
	St Anne				405	
	Crown Zellerbach	3. 12. 1975	415			
	Federal Paper			427 (S)		417 (S)
	IPS	4. 12. 1975	415	427	405 (S)	417 (S)
	ITT Rayonier	3. 12. 1975	415	427	405	417
	Weyerhaeuser		415	427	405	417
	KEA	2. 12. 1975	415	427	405	417
	Iggesunds	18. 11. 1975	415	430	410	425
	Kopparfors	20. 11. 1975	415	430		
	Korsnäs	20. 11. 1975	415	430	410	425
	MoDoCell	19. 11. 1975	415	430	410	425
	Norrlands	19. 11. 1975	415		410	

Quarter	Undertaking	Date of announcement	Softwood		Hardwood	
			Zone 1	Zone 2	Zone 1	Zone 2
1976/I *(cont'd)*	Södra	9. 12. 1975	415	430	410	425
	Stora	25. 11. 1975	415	430	410	425
	SCA	19. 11. 1975	415	430	410	425
	Finncell	19. 11. 1975	415		410	
1976/II	BCFP	26. 2. 1976		427		
	BC Timber	17. 3. 1976	415	430		
	Canfor	9. 4. 1976	415	430		
	MacMillan	12. 3. 1976	415	427		
	St Anne					417
	Weldwood		415	427		
	Crown Zellerbach	3. 12. 1975	415			
	Federal Paper			427 (S)		417 (S)
	Georgia-Pacific	18. 2. 1976	415		405 (S)	
	IPS	2. 3. 1976	415	427	405 (S)	417 (S)
	ITT Rayonier		415			
	Weyerhaeuser		415	427		
	KEA	10. 2. 1976	415	427	405 (S)	417 (S)
	Korsnäs	20. 11. 1975	415	430	410	425
	MoDoCell		415	430	410	425
	Norrlands	1. 3. 1976	415	430	410	425
	Södra	9. 12. 1975	415	430	410	425
	Stora	25. 11. 1975	415	430	410	425
	SCA	19. 11. 1975	415	430	410	425
	Finncell		415		410	
1976/III	BCFP	21. 5. 1976		427		
	BC Timber	25. 5. 1976	415	430		
	Canfor		415	430		
	MacMillan	31. 5. 1976	415	427		
	St Anne	15. 6. 1976			395	417
	Weldwood		415	427		
	Crown Zellerbach	15. 6. 1976	415			
	Federal Paper			427 (S)		417 (S)
	IPS	10. 6. 1976	415	427	405 (S)	417 (S)
	ITT Rayonier	15. 6. 1976	415	427		
	Weyerhaeuser		415	427		
	KEA	10. 6. 1976	415	427	405 (S)	417 (S)
	Iggesunds	14. 5. 1976	415	430	410	425
	Korsnäs	21. 5. 1976	415	430	410	425
	MoDoCell	20. 5. 1976	415	430	410	425
	Norrlands	24. 5. 1976	415		410	
	Södra	21. 5. 1976	415	430	410	425
	Stora	13. 5. 1976	415	430	410	425
	SCA	13./14. 5. 1976	415	430	410	425
	Finncell	19. 5. 1976	415		410	
	Borregaard	July 1976			410	
1976/IV	BCFP			427		
	BC Timber		415	430		
	Canfor		415	427		
	MacMillan	21. 9. 1976	415	427		

Quarter	Undertaking	Date of announcement	Softwood		Hardwood	
			Zone 1	Zone 2	Zone 1	Zone 2
1976/IV *(cont'd)*	St Anne				395	417
	Weldwood	13. 8. 1976	415	427		
	Crown Zellerbach	27. 7. 1976	415			
	Federal Paper			427 (S)		417 (S)
	Georgia-Pacific	14. 9. 1976	415		405 (S)	
	IPS	13. 9. 1976	415	427	405 (S)	417 (S)
	ITT Rayonier		415			
	Weyerhaeuser		415	427		
	KEA	9. 9. 1976	415	427	405 (S)	417 (S)
	Iggesunds		450			
	Korsnäs	1. 9. 1976	415	430	410	425
	MoDoCell	6. 9. 1976	415	430	410	425
	Södra	1. 9. 1976	415	430	410	425
	Stora	30. 8. 1976	415	430	410	425
	SCA		415	430	410	425
	Finncell	9. 8. 1976	415		410	
1977/I	BCFP	16. 11. 1976	415			
	BC Timber	6. 12. 1976	415	430		
	Canfor		415	427		
	MacMillan	2. 12. 1976	415	427		
	St Anne				405	390
	Weldwood		415			
	Bowater		415			
	Crown Zellerbach		415			
	Federal Paper			427 (S)		417 (S)
	Georgia-Pacific	3. 11. 1976	415	405 (S)		
	IPS	17. 11. 1976	415	427	405 (S)	417 (S)
	ITT Rayonier	4. 11. 1976	415	427	405 (S)	417 (S)
	Weyerhaeuser	19. 11. 1976	415	427		
	Iggesunds	19. 10. 1976	415	430		
	Korsnäs	18. 10. 1976	415	430	410	425
	MoDoCell		415	430	410	425
	Södra	22. 10. 1976	415	430	410	425
	Stora	18. 10. 1976	415	430	410	425
	SCA	19. 10. 1976	415	430	410	425
	Finncell		415		390	
	Borregaard	28. 10. 1976			410	
1977/II	BCFP	8. 3. 1977	415	427		
	BC Timber		415	397		
	Canfor		415	427		
	MacMillan	24. 3. 1977	415	427		
	St Anne				395	375
	Weldwood		415			
	Bowater		415			
	Georgia-Pacific	29. 3. 1977	415	405 (S)		
	IPS	17. 3. 1977	415	427	405 (S)	417 (S)
	ITT Rayonier		415	427		
	Weyerhaeuser		415	427		
	KEA	16. 3. 1977	415	427	405 (S)	417 (S)
	Korsnäs	18. 2. 1977	415	430	410	425

Quarter	Undertaking	Date of announcement	Softwood		Hardwood	
			Zone 1	Zone 2	Zone 1	Zone 2
1977/II *(cont'd)*	MoDoCell		415	430	410	425
	Norrlands	11. 3. 1977	415		390	
	Södra	3. 3. 1977	415	430	410	425
	Stora	8. 3. 1977	415	430	410	425
	SCA	3. 3. 1977	415	430	410	425
	Finncell	25. 2. 1977	390		370	
1977/III	BC Timber		415			
	Canfor		415			
	MacMillan	8. 6. 1977	415	427		
	Weldwood		415			
	Bowater		415			
	Crown Zellerbach	1. 6. 1977	415			
	IPS	21. 6. 1977	415	427	405 (S)	417 (S)
	ITT Rayonier	25. 5. 1977	415	415		
	Weyerhaeuser		415	427		
	KEA	24. 5. 1977	415	427	405 (S)	417 (S)
	Iggesunds	2. 6. 1977	415	430		
	Korsnäs	27. 5. 1977	415	430	410	425
	MoDoCell		390	390	370	370
	Norrlands	24. 5. 1977	415		390	
	Södra	1. 7. 1977	390	390	370	370
	Stora	25. 5. 1977	415	430	410	425
	SCA	24. 5. 1977	415	430	410	425
	Finncell	18. 5. 1977	370		350	
	Borregaard	20./25. 5. 1977			410	
1977/IV	BC Timber		350			
	Canfor		415			
	MacMillan	15. 9. 1977	350			
	St Anne	13. 10. 1977			310	
	Weldwood	13. 10. 1977	350			
	Crown Zellerbach	4. 10. 1977	350			
	Federal Paper			310 (S)		280 (S)
	IPS	24. 10. 1977	330		310 (S)	
	ITT Rayonier	24. 10. 1977	350			
	Weyerhaeuser	17. 10. 1977	350	320		
	KEA	19. 9. 1977	415	427	405 (S)	417 (S)
	Iggesunds	30. 9. 1977	350	350	325	325
	Korsnäs		350	350	325	325
	MoDoCell	3. 10. 1977	350	330	325	305
	Norrlands	30. 9. 1977	350		325	
	Södra	29. 9. 1977	350	350	325	325
	Stora	29. 9. 1977	350	350	325	325
	SCA	30. 9. 1977	350	350	325	
	Finncell		330		305	
	Borregaard	18. 8. 1977			325	
1978/I	BC Timber		330			
	Canfor		330			
	MacMillan	9. 12. 1977	330			
	St Anne	22. 12. 1977			295	

Quarter	Undertaking	Date of announcement	Softwood		Hardwood	
			Zone 1	Zone 2	Zone 1	Zone 2
1978/I *(cont'd)*	Weldwood	13. 12. 1977	330			
	Bowater	12. 12. 1977	310			
	Crown Zellerbach	16. 12. 1977	320	320		
	Federal Paper			310 (S)		280 (S)
	Georgia-Pacific		295 (S)			
	IPS	15. 12. 1977	330	330	295 (S)	295 (S)
	ITT Rayonier	12. 12. 1977	330	330		
	Weyerhaeuser	15. 12. 1977	330	320		
	KEA	13. 12. 1977	330 310 (S)	330 310 (S)	295 (S)	295 (S)
	Iggesunds		330	330		
	Korsnäs	By telephone	330	330	305	305
	MoDoCell		330	305	325	325
	Norrlands	30. 9. 1977	350		325	
	Södra		330	330	305	305
	Stora	15. 12. 1977	350	350	325	325
	SCA		330		315	
	Borregaard	29. 12. 1977			310	
1978/II	BC Timber		330			
	Canfor		330			
	MacMillan		330			
	Weyerhaeuser	15. 3. 1978	330	320		
	Korsnäs		330	330	305	305
	MoDoCell		330	350	325	325
	Södra		330	330	305	305
	Stora	14. 3. 1978	350	330	305 to 310	305
	SCA		330		315	
1978/III	BCFP		330			
	BC Timber	Start of June	330			
	Canfor	Start of June	330			
	MacMillan	Start of June	330			
	Weldwood	Start of June	330			
	Crown Zellerbach		330			
	Georgia-Pacific		310 (S)			
	IPS		330		310 (S)	
	ITT Rayonier		330			
	Weyerhaeuser		330			
	Iggesunds	2. 6. 1978	340			
	Korsnäs	5. 6. 1978	340	340	320	320
	MoDoCell	6. 6. 1978	340	340	320	320
	Norrlands	6. 6. 1978	340		320	
	Södra	3. 6. 1978	340	340	320	320
	Stora	2. 6. 1978	340	340	320	320
	SCA	2. 6. 1978	340		320	
	Finncell	Start of June	340		320	
1978/IV	BCFP	September	375			
	BC Timber		375			
	Canfor		375			

Quarter	Undertaking	Date of announcement	Softwood		Hardwood	
			Zone 1	Zone 2	Zone 1	Zone 2
1978/IV *(cont'd)*	Weldwood		375			
	Crown Zellerbach		375			
	IPS		375	380		
	ITT Rayonier		375	380		
	Weyerhaeuser	Start of September	375	380		
	Iggesunds	1. 9. 1978	380	385 to 420	360	365
	Korsnäs		380	385	360	365
	MoDoCell		380	385	360	365
	Norrlands	4. 9. 1978	380		360	
	Södra	4. 9. 1978	380	385	360	365
	Stora	1. 9. 1978	380	385	360	365
	SCA	5. 9. 1978	380		360	
	Finncell	Start of September	380	385	360	365
1979/I	BCFP	15. 12. 1978	400			
	BC Timber		400			
	Canfor		400			
	MacMillan		400			
	Weldwood	14. 12. 1978	400	410		
	Bowater	20. 11. 1978	385 (S)	400 (S)		
	Crown Zellerbach	20. 11. 1978	400	405		
	Federal Paper	20. 11. 1978	385 (S)	400 (S)		
	Georgia-Pacific	20. 11. 1978	385 (S)	400 (S)		
	IPS	20. 11. 1978	400	405		
	Weyerhaeuser	20. 11. 1978	400	405		
	Iggesunds	24. 11. 1978	410	420	390	400
	Kopparfors	20. 11. 1978 24. 11. 1978	410	420		
	Korsnäs	27. 11. 1978	410	420	390	400
	MoDoCell	21. 11. 1978	410	420	390	400
	Norrlands	22. 11. 1978	410	420	390	400
	Södra	17. 11. 1978	410	420	390	400
	Stora	22. 11. 1978	410	420	390	400
	SCA	28. 11. 1978	410		390	
	Finncell		410	415	390	395
1979/II	BC Timber		420			
	Canfor		420			
	MacMillan		420			
	Weldwood	20. 3. 1979	420			
	Bowater	Start of March	410 (S)	415 (S)		
	Chesapeake	Start of March				
	Crown Zellerbach		425	430		
	Federal Paper		410 (S)	415 (S)		
	Georgia-Pacific		410 (S)	415 (S)		
	IPS		425	430		
	ITT Rayonier		425	430		
	Weyerhaeuser	Start of March	425	430		
	Kopparfors	14. 3. 1979 16. 3. 1979	435	450		
	Korsnäs	16. 3. 1979	435	420	410	425
	MoDoCell	13. 3. 1979	435	450	410	425
	Norrlands	8. 3. 1979	435	450	415	430

Quarter	Undertaking	Date of announcement	Softwood		Hardwood	
			Zone 1	Zone 2	Zone 1	Zone 2
1979/II *(cont'd)*	Södra	20. 3. 1979	435	450	410	425
	Stora	14. 3. 1979	435	450	410	425
	SCA	7. 3. 1979	435		410	
	Finncell	March	435	440	410 to 415	405 to 410
1979/III	BCFP		435			
	BC Timber		435			
	Canfor		435			
	MacMillan		435			
	Weldwood	15. 6. 1979	435	450		
	Bowater	End of May	410 (S)	425 (S)		
	Crown Zellerbach		425	435		
	Federal Paper		410 (S)	425 (S)		
	Georgia-Pacific	End of May	410 (S)	425 (S)		
	IPS		425	435		
	ITT Rayonier		425	435		
	Weyerhaeuser		425	435		
	Korsnäs	19. 6. 1979	435	450	410	410
	MoDoCell	15. 6. 1979	435	450	410	425
	Norrlands	19. 6. 1979	435		410	
	Södra	16. 6. 1979	435	450	410	425
	Stora	18. 6. 1979	435	450	410	425
	SCA		435		410	
	Finncell		435	445	410	410
1979/IV	BCFP	12. 9. 1979	465			
	BC Timber		465			
	Canfor		465			
	MacMillan		465			
	Weldwood		465			
	Weyerhaeuser		460			
	Iggesunds	24. 8. 1979			450	
	Korsnäs	30. 8. 1979	475	490	450	465
	MoDoCell	20. 8. 1979	475	490	450	465
	Norrlands	28. 8. 1979	475	490	450	465
	Södra	16. 8. 1979	475	490	450	465
	Stora	20. 8. 1979	475	490	450	465
	SCA	28. 8. 1979	475		450	
	Finncell	End of August	475		450	
1980/I	BCFP		490			
	BC Timber		490			
	Canfor		490			
	MacMillan		490			
	Weldwood		490			
	Bowater		475 (S)			
	Crown Zellerbach		490			
	Federal Paper		475 (S)			
	Georgia-Pacific		475 (S)			
	IPS		490			
	ITT Rayonier		490			
	Weyerhaeuser		490			

Quarter	Undertaking	Date of announcement	Softwood		Hardwood	
			Zone 1	Zone 2	Zone 1	Zone 2
1980/I *(cont'd)*	Iggesunds	29. 11. 1979	500	515	475	490
	Korsnäs	3. 12. 1979	500	515	475	490
	MoDoCell	3. 12. 1979	500	515	475	490
	Norrlands	28. 11. 1979	500	515	475	490
	Södra	28. 11. 1979	500	515	475	490
	Stora	27. 11. 1979	500	515	475	490
	SCA	27. 11. 1979	500		475	490
	Finncell	February	500		475	
1980/II	BCFP	April	545			
	BC Timber		545			
	Canfor		545			
	MacMillan		545			
	Weldwood		545			
	Bowater			530 (S)		
	Crown Zellerbach		540			
	Federal Paper			530 (S)		
	Georgia-Pacific		535 to 540 530 (S)		505 (S)	
	IPS		540			
	ITT Rayonier		540			
	Weyerhaeuser		540	530 (S)		
	Iggesunds	22. 2. 1980	545	570	520	545
	Korsnäs		545	565	520	540
	MoDoCell	26. 2. 1980	545	565	520	540
	Norrlands	25. 2. 1980	545	565	520	540
	Södra	19. 2. 1980	545	565	520	540
	Stora	21. 2. 1980	545	565	520	540
	SCA	18. 2. 1980	545		520	
	Finncell		545		520	
1980/III	BC Timber		545			
	Canfor		545			
	MacMillan		545			
	Weldwood		545			
	Bowater Federal Paper Georgia-Pacific IPS ITT Rayonier Weyerhaeuser	Prices unchanged				
	Iggesunds	10. 6. 1980	545	570	520	545
	MoDoCell		545	565	520	540
	Norrlands	4. 6. 1980	545	565	520	540
	Södra	19. 2. 1980	545	565	520	540
	Stora	3. 6. 1980	545	565	520	540
	SCA	6. 6. 1980	545		520	
	Finncell		545			

Quarter	Undertaking	Date of announcement	Softwood		Hardwood	
			Zone 1	Zone 2	Zone 1	Zone 2
1980/IV	BCFP BC Timber Canfor MacMillan Weldwood Bowater Crown Zellerbach Federal Paper Georgia-Pacific IPS ITT Rayonier Weyerhaeuser	Mid-September – Prices unchanged				
	Iggesunds	2. 9. 1980	545	570	520	545
	Korsnäs	Prices unchanged				
	MoDoCell		545	565	520	540
	Södra	19. 2. 1980	545	565	520	540
	Stora	29. 8. 1980	545	565	520	540
	SCA	2. 9. 1980	545		520	
	Finncell		545			
1981/I	BCFP BC Timber Canfor MacMillan Weldwood Bowater Crown Zellerbach Federal Paper Georgia-Pacific IPS ITT Rayonier Weyerhaeuser Iggesunds MoDoCell Norrlands Södra Stora SCA Finncell	End of November – Prices unchanged				
1981/II	BCFP BC Timber Canfor MacMillan Weldwood Bowater Crown Zellerbach Federal Paper Georgia-Pacific IPS ITT Rayonier Weyerhaeuser Iggesunds MoDoCell Norrlands Södra Stora SCA Finncell	Prices unchanged				

Quarter	Undertaking	Date of announcement	Softwood		Hardwood	
			Zone 1	Zone 2	Zone 1	Zone 2
1981/III	BCFP		545			
	MacMillan		545			
	Georgia-Pacific		545			
	Weyerhaeuser		545			
	MoDoCell	Mid-May	590			
	Norrlands	Mid-May	590			
	Södra	Mid-May	590			
	Stora	Mid-May	590			
	SCA	Mid-May	590			
	Finncell	Mid-May	590			
1981/IV	BCFP		600			
	MacMillan		600			
	Georgia-Pacific		600			
	Weyerhaeuser		600			
	MoDoCell		590			
	Norrlands		590			
	Södra		590			
	Stora		590			
	SCA		590			

TABLE 7

Regular transaction prices

I. *Northern softwood*

Undertaking	Product	1975				1976				1979		1980				1981		
		I	II	III	IV	I	II	III	IV	III	IV	I	II	III	IV	I	II	III
Note: In this published version of the table, the names of undertakings together with those undertakings' products have been omitted in accordance with Article 21 of Regulation No 17 concerning the non-disclosure of business secrets.		(1)	(1)	(1)	(1)	415	415	415	415	435	465	490	545	545	545	545	545	545
		415	415	415	415	415	415	415	415	435	465	490	545	545	545	545	545	545
		370	415	415	415	415	415	415	415	435	465	490	545	545	545	545	545	545
		415	415	415	415	415	415	415	415	435	465	490	545	545	545	545	545	545
		(1)	(1)	415(2)	415(2)	415	415	415	415	435	465	490	545	545	545	545	545	545
		415(2)	415	415(2)	415(2)	415(2)	415(2)	415(2)	415(2)	435	465	490	545	545	545	545	545	545
		415(2)	415(2)	415(2)	415(2)	415(2)	415(2)	415(2)	415(2)	435	465	490	545	545	545	545	545	545
		415	415	415	415	415	415	415	415	435	465	(1)	(1)	(1)	(1)	(1)	(1)	(1)
		415	415	415	415	415	415	415(2)	415(2)	435	460	490	530	537(3)	537(3)	537(3)	537(3)	537(3)
		415	415	415	415	415	415	415(2)	415(2)	435	460	490	530	537(3)	537(3)	537(3)	537(3)	537(3)
		1850 (SKr)	1850	1850	1850	415	415	415	415	435	475	500	545	545	545	545	545	545
		1850 (SKr)	1850	1850	1850	415	415	415	415	435	475	2 150 (SKr)	545/ 2 400 (SKr/US $)	545/ 2 400	545	545	545	545
		1850 (SKr)	1850	1850	1850	415	415	415	415	435	475	No production						
		1850 (SKr)	1850	1850	1850	415	415	415	415	435	475	500	545	545	545	545	545	545
		1850 (SKr)	1850	1850	1850	415	415	415	415	435	475	500	545	545	545	545	545	545
		1850 (SKr)	1850	1850	1850	415	415	415	415	435	475	500	545	545	545	545	545	545
		1850 (SKr)	1850	1850	1850	415	415	415	415	435	475	500	545	545	545	(1)	545	545
		1850(2) (SKr)	1850(2)	1850(2)	1850(2)	415	415	415	415	435	475	500	545	545	545	545	545	545
		1850 (SKr)	1850	1850	1850	415	415	415	415	No production								
		415(2)	1850/ 450(2) (SKr/US $)	1850/ 450(2)	1850/ 450(2)	415(2)	415(2)	415(2)	415(2)	435(2)	475(2)	500(2)	545(2)	545(2)	545(2)	545	545	545

II. *Southern softwood*

Undertaking	Product	1975				1976				1979			1980				1981		
		I	II	III	IV	I	II	III	IV	II	III	IV	I	II	III	IV	I	II	III
		415	350/415	350	350	350	350	350/375	362/375	410	425	450	475	530	530	530	530	530	530
		415(2)	415(2)	415(2)	415(2)	415(2)	415(2)	415(2)	415(2)	385/410	420	420/450	450/475	475/530	530	530	530	530	530
		No production								410	425	450	475	530	530	530	530	530	530
		415(2)	415(2)	415(2)	415(2)	415	415	415	415	385/410	410/425	425/450	450/475	475/530	530	530	530	530	530
		415(2)	415(2)	415(2)	415(2)	415(2)	415(2)	415(2)	415(2)	385/410	410/425	450	450/475	475/530	530	530	530	530	530
		Only minimal shipments to EEC								410	425	(1)	450/475	522(4)	522(4)	522(4)	522(4)	522(4)	522(4)

III. *Northern hardwood*

Undertaking	Product	1975				1976			1979				1980				1981		
		I	II	III	IV	I	II	III	I	II	III	IV	I	II	III	IV	I	II	III
		1825	1825	1825 (SKr)	1825	410	410	410	390	410	410	450	No production						
		1825	1825 (SKr)	1825	410 (US $)(2) 1825 (SKr)	410	410	410	390	410	410	450	475	520	520	520	520	520	520
		1825	1825	1825 (SKr)	1825	410(2)	410	410	390	410	410	450	475(2)	520	520(2)	520(2)	520	520	520
		1825	1825	1825 (SKr)	1825	410	410	410	390	410	410	450	475	520	520	520	520	520	520
		1825	1825	1825 (SKr)	1825	410	410	410	390	410	410	450	475	520	520	520			520
		(1)	(1)	1825(2) (SKr)	1825(2)	410	410	410	390	410	410	450	475	520	520	520	520	520	520
		1825 (SKr)	1825	410 (US $)	410	405(3)	405(3)	405(3)	385	405	405	445	470	520	520	520	520	520	520
		1825(2)	1825(2)	1825(2)	1825(2)	410(2)	410(2)	410(2)	390(2)	410(2)	410(2)	450(2)	475(2)	520(2)	520(2)	520(2)	520	520	520

IV. *Southern hardwood*

Undertaking	Product	1975				1976			1979				1980				1981		
		I	II	III	IV	I	II	III	I	II	III	IV	I	II	III	IV	I	II	III
		405(2)	405(2)	405(2)	405(2)	405	(1)	405	380	395	395	435	460	505	505	505	505	505	505
		405(2)	405(2)	405(2)	405(2)	405(2)	405(2)	405(2)	350/380	395	395	435	460	505	505	505	505	490/505	470/505
		405	405	405	405	405	405	405	380	395	395	435	460	505	505	505	505	505	505
									380	395	395	435	460	505	505	505	505	505	505

(1) Despite a request under Article 11 of Regulation No 17 and repeated invitations, the firm has not supplied invoices showing the transaction prices.
(2) Announced price. Since the firm, despite a request under Article 11 of Regulation No 17 and repeated invitations, has not supplied invoices showing deviations from the announced price, it is to be supposed that the transaction prices were the same as the announced price.
(3) Net price. Corresponds to US $ 545 at usual payment terms (1,5 % discount for cash).
(4) Net price. Corresponds to US $ 530 at usual payment terms (1,5 % discount for cash).
(5) Corresponds to price for southern hardwood.

TABLE 8

Deviations from regular transaction prices in table 7

Undertaking	Discounts and allowances	Payment terms	Other deviations
(*) (at least 27 customers) (1)	According to . . . (*), only unspecified quantity and fidelity rebates; no competitive rebates		
(at least 54 customers) (1)	Up to 0,9 % for two customers	Additional periods for settlement of account: up to 15 days for one customer, up to 30 days for seven customers, up to 60 days for one customer	In the second quarter of 1976, higher price for one customer; in the fourth quarter of 1976, lower price for one customer
(at least 25 customers) (1)	Up to 0,2 % for one customer	Additional periods for settlement of accounts: up to 30 days for six customers	
(at least 48 customers) (1)	Up to 2 % for five customers, 3 % for two customers	Additional periods for settlement of account: up to 30 days for four customers	In 1975 and 1976, lower price (US $ – 2) for one affiliate
(at least 52 customers) (1)	Up to 2 % for seven customers, up to 4 % for five customers, 5 % for one customer	Additional periods for settlement of account: up to 30 days for eight customers, up to 45 days for one customer; 0,5 % additional cash discount for one customer	
(at least 69 customers) (1)	Up to 1,2 % for 12 customers, 2,5 % for three customers, up to 3,7 % for two customers	Additional periods for settlement of account: up to 30 days for 19 customers, up to 45 days for one customer, up to 60 days for five customers, up to 90 days for one customer (one shipment); 2 % additional cash discount for one customer (one shipment)	
(at least 31 customers) (1)	Up to 2 % for three customers, 3 % for three customers, up to 5 % for two customers	Additional periods for settlement of account: up to 15 days for six customers, 30 days for one customer	
(at least 22 customers) (1)	Up to 1,1 % for three customers	Additional periods for settlement of account: up to 10 days for four customers, up to 30 days for six customers, up to 45 days for two customers, up to 60 days for three customers; 0,75 % additional cash discount for one customer (in two quarters)	
	Softwood		
(at least 49 customers) (1)	Up to 1,5 % for nine customers, up to 3,75 % for two customers, 6 % for one customer	Additional periods for settlement of account: up to 30 days for one customer, up to 60 days for five customers; 1 % additional cash discount for one customer	Lower price for one customer

(*) In this published version of the table, the names of undertakings have been omitted in accordance with Article 21 of Regulation No 17 concerning the non-disclosure of business secrets.

(1) Number of customers in Belgium, the Federal Republic of Germany, France, the Netherlands and the United Kingdom for which the undertaking has supplied invoices.

Undertaking	Discounts and allowances	Payment terms	Other deviations
	Hardwood		
	Up to 2,1 % for two customers, 6 % for one customer	Additional periods for settlement of account: up to 30 days for two customers, up to 60 days for two customers	
	Softwood		
(at least 60 customers) (1)	Up to 3 % for two customers, up to 5 % for five customers, up to 6,9 % for two customers	Additional periods for settlement of account: up to 15 days for two customers, up to 30 days for four customers, up to 60 days for three customers	Higher price (US $ + 10) for one customer
	Hardwood		
	Up to 3 % for eight customers, up to 4,9 % for five customers, up to 6,5 % for three customers	Additional periods for settlement of account: up to 15 days for one customer, up to 30 days for two customers, up to 60 days for seven customers	
	Softwood		
(at least 36 customers) (1)	Up to 2 % for six customers, 3 % for one customer		
	Hardwood		
	Up to 2 % for three customers, 3 % for one customer	30 days additional period for settlement of account for one customer	
(at least 12 customers) (1)	1,5 % for one customer	30 days additional period for settlement of account for one customer	
(at least 20 customers) (1)	1,5 % for one customer, up to 3,8 % for one customer, 5 % for one customer		Higher price (US $ + 10) and 30 days additional period for settlement of account for one customer
	Northern softwood		In the third quarter of 1976, US $ 20 'introductory rebate' for customer and lower price (US $ – 20) for one other customer (one shipment)
(at least 34 customers) (1)	Up to 1,5 % for seven customers, up to 3,6 % for one customer	0,5 % additional cash discount for one customer (two shipments)	
	Southern softwood	Up to 30 days additional period for settlement of account for two customers	
	Up to 3 % for three customers		
(at least 64 customers) (1)	Up to 2 % for eight customers, up to 4,9 % for four customers, 6,1 % for six customers, 7,3 % for one customer, 9,9 % for one customer	Additional periods for settlement of account: up to 30 days for 11 customers, up to 45 days for three customers, up to 60 days for six customers	In the first two quarters of 1975, price in DM for German customers; in the fourth quarter of 1975, partly prices already applied in the first quarter 1976; in 1981, up to US $ 15 'testing rebate' for four customers; price including delivery for one customer; lower price fob for one customer
(at least 25 customers) (1)	Up to 1,5 % for three customers	Additional period for settlement of account: up to 15 days for two customers; 1,5 % additional cash discount for three customers	Lower price (US $ – 1) for shipments to Baltic ports; in 1975 and 1976, lower price (US $ – 5 to – 11) for deliveries ex stock; in the first quarter, higher price for one customer

(1) Number of customers in Belgium, the Federal Republic of Germany, France, the Netherlands and the United Kingdom for which the undertaking has supplied invoices.

Undertaking	Discounts and allowances	Payment terms	Other deviations
(at least 21 customers) (1)		Up to 30 days additional period for settlement of account for five customers; 1 % additional cash discount for one customer	Freight surcharge for shipments to ports in north-western and southern France
	1 % for one customer, 2 % for one customer, 3 % for one customer		Freight surcharge for delivery to the customer or a specific port chosen by the customer
(at least 69 customers) (1)	*Softwood* Up to 2,4 % for five customers *Hardwood* Up to 3,2 % for seven customers	Additional periods for settlement of account: up to 15 days for 27 customers, 30 days for three customers, 45 days for two customers, 60 days for two customers, 0,5 % additional cash discount for one customer	Lower price (US $ – 1 or SKr 5) for shipments to Baltic ports; in 1980, higher price (US $ + 5) for shipments to La Pallice (France); sometimes higher price for three customers
(at least 36 customers) (1)	Up to 2 % for five customers, 3 % for one customer, up to 4,8 % for one customer, 6 % for two customers (in one quarter)	Additional periods for settlement of account: 15 days for two customers, 30 days for one customer	Lower price (US $ – 1) for shipments to Baltic ports; lower price (US $ – 10) for one customer (in one quarter); higher price (US $ + 10 to SKr 15) for shipments to La Pallice and Boulogne (France)
(at least 70 customers) (1)	Up to 1,5 % for eight customers, up to 3,4 % for 12 customers, up to 5 % for two customers	Up to 30 days additional period for settlement of account for 14 customers; 0,75 % additional cash discount for two clients (in up to three quarters)	Lower price (US $ – 1) for shipments to Baltic ports; lower price (US $ – 5 to 20) for six customers (in up to three quarters); higher price (US $ + 5) for shipments to La Pallice (France); higher price for two customers (in one quarter)
(at least 47 customers) (1)		45 days additional period for settlement of account for one customer (in one quarter); 1 % additional cash discount for one customer for payment in advance (in one quarter)	
(at least 46 customers) (1)	Up to 2,5 % for six customers, up to 5 % for three customers, up to 8,4 % for one customer (in one quarter)	Additional period for settlement of account: up to 15 days for five customers, 30 days for two customers, 45 days for eight customers	Partly higher price for small quantities; one invoice in DM
(at least 10 customers) (1)	Up to 2 % for nine customers, up to 3 % for eight customers, up to 4 % for three customers, 5 % for one customer, up to 6 % for one customer	Additional periods for settlement of account: up to 20 days for seven customers, up to 40 days for nine customers; 0,5 % additional cash discount for three customers, 1,5 % additional cash discount for two customers	Higher price for one customer (in one quarter) Partly lower price for two customers; partly higher price for four customers

(1) Number of customers in Belgium, the Federal Republic of Germany, France, the Netherlands and the United Kingdom for which the undertaking has supplied invoices.

ANNEX

Undertaking

1. In respect of bleached sulphate wood pulp transactions the subject of the proceedings the firms listed in Annex A undertake in good faith:

   (a) that they will quote, sell and invoice at least 50 % of the total volume of the bleached sulphate wood pulp which they produce and sell to customers located in the European Economic Community in the currency of the buyer, such sales to be effected throughout the year and in at least half of the Member States or in at least two-thirds of the Member States in which they sell such pulp, whichever is less;

   (b) — for the Swedish enterprises, that they will quote, sell and invoice the remaining volume of the bleached sulphate wood pulp which they produce and sell to customers located in the EEC either in Swedish kronor or in any EEC currency,

   — for the Finnish enterprises, that they will quote, sell and invoice the remaining volume of the bleached sulphate wood pulp which they produce and sell to customers located in the EEC in any currency other than US dollars or Swedish kronor,

   — for the US enterprises, that they will quote, sell and invoice the remaining volume of the bleached sulphate wood pulp which they produce and sell to customers located in the EEC either in US dollars or in the currency of the buyer,

   — for the Canadian enterprises, that they will quote, sell and invoice the remaining volume of the bleached sulphate wood pulp which they produce and sell to customers located in the EEC either in US dollars, in Canadian dollars or in the currency of the buyer;

   (c) that they will not generally quote prices to the public or to customers on a quarterly or other regular predetermined basis but that they will otherwise quote prices which are to remain effective until further notice;

   (d) that they will not impose export or resale bans on buyers of bleached sulphate wood pulp in contravention of Article 85 (1) of the EEC Treaty;

   (e) that the Swedish and the Finnish enterprises will not exchange information on prices or other confidential information related to the sales of bleached sulphate wood pulp and will not concert on these prices within the framework of Fides in contravention of Article 85 (1) of the EEC Treaty and that they will endeavour to ensure that provisions to similar effect will be incorporated in the rules of Fides;

   (f) that those enterprises which are members of KEA will give and comply with the undertaking set forth in the letter sent on their behalf to the Commission on 20 July 1984;

   (g) that they will not disclose information as to bleached sulphate wood pulp prices in contravention of the provisions of the supplementary undertaking attached hereto;

   (h) that they will keep all documents referring to the sale of bleached sulphate wood pulp produced by them to customers located in the EEC during the minimum period of validity of the undertaking specified in paragraph 2 for a period of not less than two complete calendar years and will make such documents available to the Commission to enable it to supervise the observance of the terms of this undertaking.

2. This undertaking will come into force for all sales and price announcements made after 31 March 1985. In relation to currencies it will remain in force with respect to each of the firms listed in Annex A until one year after notice by any such firm to the Commission of such firm's intent not to comply any longer with the terms of this undertaking, such notice not to be given before 1 April 1989.

3. In relation to currencies any firm will be entitled to suspend the undertaking (without thereby withdrawing from the undertaking) to the extent that and for so long as the observance of the undertaking would place such firm at a competitive disadvantage and such firm would, during such

suspension, be entitled to quote, sell and invoice in currencies not permitted by the settlement. Any such suspension shall become effective upon the Commission's agreeing thereto or three months after written notice thereof shall have been given to the Commission unless the Commission notifies the firm concerned within such period that it does not accept that the competitive disadvantage exists. Any such suspension shall be for a period of three months (or such shorter period as the Commission may stipulate) unless the Commission shall agree to an extension or renewal thereof.

Undertaking for eschewing publicity for pulp prices

An undertaking shall not disclose its present or proposed EEC pulp prices to, or discuss them with, any person or entity who is not:

(a) an agent or other person or entity within the undertaking's sales and distribution system;

(b) an actual or potential customer;

(c) a final institution with a legitimate interest in the undertaking's prices;

(d) an entity which supplies materials to the undertaking under an arrangement which requires the entity to obtain information as to the undertaking's pulp prices;

(e) an accountant or other consultant who performs services for the undertaking and has a legitimate interest in the undertaking's prices; or

(f) another person or entity which has a legitimate interest in the undertaking's prices and as to which such a disclosure or discussion does not have anti-competitive effects within the EEC.

The foregoing is without prejudice:

1. to an undertaking's right to answer inquiries from the press or financial or securities analysts about economic conditions and general price levels in the pulp and paper industries (without disclosing the prices charged to named EEC customers);

2. to such an undertaking's right to conduct discussions of pricing or market conditions either internally or with an affiliated entity in which it holds on ownership interest of 50 % or more, or which is owned 50 % or more by a common parent;

3. to such an undertaking's compliance with applicable laws and regulations and generally accepted accounting principles.

ANNEX A

The following addressees of the Decision have given the undertaking:

— British Columbia Forest Products Ltd,
— Canfor Corporation,
— MacMillan Bloedel Ltd,
— Weldwood of Canada Ltd,
— Westar Timber Ltd,
— Chesapeake Corporation,
— Crown Zellerbach Corporation,
— Federal Paper Board Company Incorporated,
— Georgia-Pacific Corporation,
— ITT Rayonier Incorporated,
— The Mead Corporation,
— Scott Paper Company,
— Weyerhaeuser Company,
— Pulp, Paper and Paperboard Export Association of the United States (KEA),
— A. Ahlström Oy,
— Enso-Gutzeit Oy,
— Joutseno-Pulp Oy,
— Kaukas AB Oy,
— Kemi Oy,
— Metsä-Botnia AB Oy,
— Metsaliiton Teollisuus Oy,
— Oulu Oy,
— Wilh. Schauman AB Oy,
— Sunila Oy,
— Veitsiluoto Oy,
— Finncell,
— Billerud AB,
— Iggesunds Bruk AB,
— Kopparfors AB,
— Korsnäs-Marma AB,
— MoDoCell AB,
— Norrlands Skogsägares Cellulosa AB,
— Stora Kopparbergs Bergslags AB,
— Svenska Cellulosa AB (SCA),
— Södra Skogsägarna AB,
— Uddeholms AB,
— Svenska Cellulosa – Och Papperbruks Föreningen.