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THE HELLENIC COMPETITION AUTHORITY ISSUES AN RESALE PRICE MAINTENANCE PRACTICAL GUIDE FOR SUPPLIERS AND RESELLERS

KEYWORDS

*Greece General antitrust Resale price maintenance Agency agreement Agreement (notion)
Block Exemption (Regulation) Distribution agreement Hardcore restriction
Remedies (antitrust) Settlement Vertical restrictions All business sectors*

REFERENCE

Hellenic Competition Authority, *RPM Practical Guide, Guidelines*, 16 January 2026 (Greek)

Estimated reading time: 7 min

The Hellenic Competition Commission (HCC) issued a Practical Guide in order to facilitate undertakings applying the provisions of competition law insofar as RPM practices are concerned. In this short text, I will present the main points of the Practical Guide following its questions and annexes. Any personal comments are concentrated in the last section “Author’s remarks”.

Q1. WHAT IS RESALE PRICE MAINTENANCE (RPM)?

RPM is a practice through which a supplier limits the power of its buyer/reseller to autonomously define the resale price for the supplied products. RPM leads to the imposition of a standard or minimum price and may be either explicit (contract terms), or implicit when the reseller (implicitly or explicitly) consents to the unilateral policy of the supplier.

Q2. HOW IS RESALE PRICE MAINTENANCE TREATED UNDER COMPETITION LAW?

COMPETITION LAW

EU and national competition law prohibit RPM, which is considered a hardcore restriction in the frame of VBER. HCC highlighted that the prohibition applies to vertical relationships, such as the relationship:

- between suppliers and wholesalers, retailers or distributors;
- between marketplaces and sellers (making sales through marketplaces) and
- between franchisors and franchisees.

As per the single entity doctrine, the prohibition does not apply to agency relationships.

Q3. WHY IS THE RESALE PRICE MAINTENANCE PROHIBITED?

RPM affects both inter-brand and intra-brand competition. HCC identified the following theories of harm:

- RPM facilitates the *coordination between suppliers*. This problem mainly occurs when the relevant market constitutes a closed oligopoly and a significant (market) share thereof is covered by RPM agreements leading to price transparency.
- RPM facilitates the *coordination between resellers*. This is the case primarily when the resellers are well-organised or they have market power and thus they are in place to persuade or force the supplier(s) to apply an RPM which is favourable against the reseller's competitors.
- RPM weakens the competition between suppliers and between resellers, especially when they use the same distributors.
- RPM hinders the innovation in distribution level.
- RPM hinders the entry of new brands, as is the case when the profit margins of the distributor which the supplier imposing RPM guarantees are not contestable by smaller suppliers.

In all these cases, the consumer's welfare is harmed due to higher and uniform prices.

Q4. WHICH PRACTICES CONSTITUTE PROHIBITED RESALE PRICE MAINTENANCE?

HCC referred to the following RPM examples:

RPM consists of the determination of:

- a specific resale price;
- a minimum resale price;
- a defined resale price range.

- a defined resale price range,

- a specific level or a maximum limit of discounts (in relation to a reference price);
- a resale price linked to third-party prices (either suppliers' or resellers'), e.g. compliance with published price lists, an obligation not to price below prevailing market levels, prices set at a fixed difference from competing products.

In parallel, general RPM provisions in a standard contract are also prohibited.

A specific RPM case is that of the minimum advertised price (MAP), that is the prohibition on advertising prices below a certain threshold, or the prohibition on comparing prices (before and after discount), or on promising discounts. In other words, it is not sufficient for the reseller to be free to set prices; they must also be able to inform consumers about available discounts that make their offer more competitive.

It is maintained that RPM schemes may be enhanced by:

- Incentives for compliance with a specific resale price (discounts, promotional expenses, other favourable commercial terms)
- Coercion mechanisms, i.e. when the supplier:
 - requires the amendment or correction of the resale prices, to which the reseller consents by amending the prices.
 - threatens the reseller that in case of non-compliance, they will implement measures such as (a) the removal/interruption of discounts, (b) the imposition of financial penalties, (c) the delay/suspension of the execution of orders, (d) the termination of the distribution agreement and (e) the prohibition to the reseller of stating that they are authorized distributors or of using the supplier's trademarks.

Q5. HOW IS THE SETTING OF A RECOMMENDED/INDICATIVE OR MAXIMUM RESALE PRICE ASSESSED?

In principle, a recommended/indicative or maximum resale price is not anti-competitive. Nevertheless, such practice is prohibited insofar as in practice it equals resale price maintenance, as is the case when:

- such resale price is too low;
- such resale price is framed with coercion mechanisms;
- such resale price is combined with prohibition of marketing discounts;
- such resale price facilitates the horizontal agreement between the suppliers; and
- the supplier has such market power (especially a share over 30%) that the resellers conceive the indicative price as a focal point from which they are not willing to diverge.

Q6. USE OF MONITORING MECHANISMS

HCC clarifies the main monitoring mechanisms that may facilitate RPM despite them not being themselves anti-competitive. These mechanisms include the following cases:

- the suppliers oblige the resellers to report the members of the distribution network who do not abide with the set price;
- the suppliers use a shared information system where all resellers record their sales and final price;
- the suppliers use a third party/company to make ghost/mystery shopping in the resellers network; and
- the suppliers use specialised software to monitor resale prices while in parallel the said software enables retailers to monitor each other's prices.

Example – the case for “spider” software. Supposed that the retailers of supplier X use “spider” software which tracks online price of their competitors and readjusts the price to match the lowest price available online (even without the retailer being aware of such readjustment). In case X asks the retailers offering the lowest prices to increase their online prices, the compliance of some of them will have a multiplier effect (because of the «spider» software), leading to an overall increase in prices across the supplier's online distribution network.

Q7. CAN RESALE PRICE MAINTENANCE PRACTICES BE EXEMPTED FROM THE PROHIBITION?

Although HCC recognised that RPM could be excepted under paragraph 3 exception, it highlighted that such exception has never been upheld for RPM cases before HCC. This comes as no surprise given that RPM is considered a hardcore restriction.

In that frame, the following grounds were found not to justify RPM:

- RPM is conventionally provided and was not applied in practice;
- RPM is imposed following complaints of important resellers for the low prices of the other resellers;
- the reseller applies the minimum price in fear of the interruption of the transactions with the supplier; and
- the supplier and/or the reseller have low market shares.

Q8. WHAT CONSEQUENCES ARISE FROM VIOLATING THE PROHIBITION ON RESALE PRICE MAINTENANCE?

Three types of remedies may be imposed against a supplier (or reseller) for imposing

- an administrative fine up to 10% of the worldwide turnover of the undertaking(s) involved;
- criminal sanctions against the responsible natural persons, i.e. a monetary fine ranging from €15,000 to €150,000
- claims for damages, including actions brought by the reseller against its supplier.

Q9. HOW CAN I AVOID COMMITTING THE INFRINGEMENT?

The suppliers shall:

- review their pricing, discount and commercial policy so as to ensure that no RPM is imposed;
- avoid pressure to increase or maintain set prices; and
- keep price recommendation strictly indicative without offering incentives or threatening with sanctions.

The reseller shall:

- assess whether the supplier agreements include RPM;
- avoid complying with price suggestions or pressure from the supplier; in case of pressure, they shall notify the supplier for the anti-competitive nature of the conduct; and
- internally record any RPM request of the suppliers and immediately report it to the competent compliance officer or the legal counsel.

In any case, the entities shall inform HCC even on an anonymous basis.

Q10. HOW CAN I CONTACT THE HELLENIC COMPETITION COMMISSION?

Finally, HCC summarised its contact details, i.e. the e-mail address and the platform open for reports and/or complaints, as well as its whistleblowing platform.

ANNEX I. LIST OF BEST PRACTICES

List of best practices for suppliers

Dos	DON'Ts
Offer indicative resale prices as long as they are truly indicative	Don't impose minimum, fixed or maximum discounts on the resale price

	(either directly or indirectly)
Guarantee that the resellers are free to define their own resale price	Don't exert any pressure for price increase. Persistent or repeated reminders may be considered as pressure.
Ignore complaints for the resale prices of other resellers clarifying that each reseller is free to define its own resale price	Don't satisfy resellers' requests to intervene in other resellers' prices.
Apply internal guidelines so that the staff does not suggest/comment on the reseller's resale price	Don't refer the resellers to the prices of other members of the distribution network in such way that implies that they shall align with them.
Document that any price-related communication is limited to non-binding recommendations	Don't offer rewards for compliance with specific prices.
	Don't discuss reseller's resale prices with any other resellers.

List of best practices for resellers (distributors, wholesalers, retailers)

Dos	DON'Ts
Define autonomously their prices.	Don't ask the supplier to discipline other resellers for their lower resale prices
Reject any suggestions or pressure on behalf of the supplier as to the resale price.	Don't treat supplier's suggestions or recommendations as binding – even if the supplier implies so.
Inform internally (e.g. the compliance officer) for any case of proposed/ preferred price which appears to be binding,	Don't coordinate with the supplier as to the resale price so as to maintain higher prices.
Keep record with any price-related communication with the suppliers.	Don't consent to raising prices simply because the supplier asked for.
Clearly distinct between commercial negotiations (such as wholesale discounts) and resale price instructions.	Don't share your own prices or pricing strategies with suppliers in a way able to influence the prices of other resellers.
Immediately contact with HCC.	

ANNEX II. HCC PRACTICE

HCC has issued some 20 RPM-related decisions since 2010. In the period 2022–2025, the following decisions have been relevant:

Decision No.	Sector	Conduct	Remedy
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792/2022	Power-driven hand tools and garden tools	Monitoring system (especially in the online sales) Pressure mechanisms Penalty system	Fine of € 1,373,307 (in 4 undertakings)
798/2022	School bags, kids' lunch bags and pencil cases	Monitoring system (especially in the online sales) Pressure mechanisms Penalty system	Fine of € 453,572 (in 3 undertakings)
816/2023	Children's toys	Monitoring system	Fine of € 628,450
821/2023	Breast pumps and breast milk handling/storage equipment and accessories	RPM clause Monitoring system Pressure Penalty system	Fine of € 68,779
834/2023	Telecommunications and teleconference devices and related equipment, accessories, spare parts and software	Minimum Advertised Price (MAP) Monitoring and compliance mechanisms A distributor supporting this MAP policy was also fined	Fine of € 105,773 (in two undertakings)
849/2024	Large/white household electrical appliances (such as refrigerators, washing machines, cookers, extractor hoods, etc., fitted or not)	Monitoring mechanism Pressure and compliance	Fine of € 46,160
870/2024	Baby-mouth and feeding products, strollers and infant car seats, breast pumps and breast milk handling/storage equipment and accessories	Systematic monitoring Pressure and compliance	Fine of € 314,389 (in 3 undertakings)
878/2025	Ready-to-eat cereal	Application in practice of "indicative" price lists as proved by price recordings carried out by the supplier (silent consent of the retailers)	Fine of €127,314

893/2025	School bags, school lunch bags, and pencil cases. Children's toys. Large / white household electrical appliances.	"Price protection" clause not applied in practice	Commitment consisting of the withdrawal and non-repetition of price protection clause
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CONCLUSION – AUTHOR'S REMARKS

In my opinion, RPM constitutes a practice that may be easily established, given that the price similarity may be apparent in online marketplaces easily accessible to the market players and the national authorities. Nevertheless, it is worth noting that HCC tends to examine not only traditional RPM cases but also less common variations, such as the MAP and price protection clauses.

As to the remedies, although typically HCC does not impose fines to the resellers for applying the resale prices set by the suppliers, there are two critical exceptions: in case 834/2023 a distributor supporting the implementation of RPM by exerting pressure to its own resellers to follow the prices set by its supplier was fined; in case 893/2025, the price protection clause which raised competition concerns was put in place by the reseller who has greater market power vis-à-vis its suppliers.

Lastly, as to the procedure, it is noted that all cases of Annex II (with the exception of the commitment decision no. 893/2025) were closed following a settlement procedure.

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QUOTATION

*Vasileios
Christodoulou, The
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