

CASE CARD | 27 August 2026

# Maxxis, Best4Tires Berlin and Reifen Müller (B10-21/24)

Resale price maintenance

## 1. CASE SUMMARY

### A. Summary of facts

The case concerns the distribution of Maxxis and CST tyres in Germany.

Maxxis concluded so called 'margin guarantee agreements' with Reifen Müller and 1a Berlin Tyre GmbH & Co. KG, the predecessor of Best4Tires Berlin. Under these arrangements, the wholesalers were guaranteed a fixed margin for each Maxxis and CST tyre sold. Margins earned above the guaranteed level were offset against margin shortfalls incurred in other transactions.

According to the Bundeskartellamt, these agreements formed part of a broader pricing strategy concerning the distribution of Maxxis and CST tyres, particularly on the Tyre24 online platform. The participating wholesalers agreed not to act as price leaders and to market the products only "defensively". The authority further found that Maxxis operated a systematic 'price moderation' programme involving the communication of recommended resale prices, the monitoring of market prices, responses to complaints from distributors and interventions where prices fell below the company's desired level.

The authority further found that Maxxis encouraged wholesalers to influence the pricing behaviour of downstream customers, remove low-priced offers from Tyre24 and acquire stock offered at particularly low prices. From 2018 onwards, Maxxis formalised these practices by introducing implementation deadlines for recommended prices and actively monitoring compliance through the price transparency available on the Tyre24 platform.

The currently available public reports do not clearly specify the full duration of the conduct. According to the Bundeskartellamt, the first margin guarantee agreements were concluded around 2015/2016 between Maxxis, Berlin Tyre and Reifen Müller. The conduct continued at least until July 2024.

### B. Notes on case history

In its decision of 26 February 2013 (KRB 20/12), the German Federal Court of Justice held that a legal successor is liable for cartel fines relating to an infringement committed by its predecessor where it continues the anticompetitive conduct.

## **C. Legal analysis**

### **C.1 - Framework of analysis**

The Bundeskartellamt assessed the case under both German and EU competition law. The authority examined whether the margin guarantee agreements and related pricing practices implemented between Maxxis and its wholesalers restricted the wholesalers' commercial freedom in determining their resale prices. The authority ultimately characterised the arrangements as resale price maintenance ('RPM').

### **C.2 - Article 101(1) TFEU – RPM as a restriction of competition by object**

The Bundeskartellamt concluded that the agreements infringed Article 101(1) TFEU and Section 1 of the Act against Restraints of Competition ('ARC').

According to the authority, the margin guarantee arrangements were designed to preserve certain margins and discourage distributors from selling below targeted price levels. By influencing the resale prices charged by distributors, the arrangements limited their commercial independence and their ability to determine pricing autonomously.

The authority treated the conduct as a restriction of competition by object. As RPM is considered inherently capable of restricting competition, it was not necessary to demonstrate actual anticompetitive effects on the market.

The conduct also constituted a hardcore restriction within the meaning of Article 4(a) of the Vertical Block Exemption Regulation ('VBER'), which excludes agreements containing fixed or minimum resale prices from the benefit of the block exemption.

### **C.3 - Article 101(3) TFEU – No exemption**

No exemption under Article 101(3) TFEU appears to have been granted. Given the qualification of the conduct as RPM and a hardcore restriction under the VBER, the parties could not benefit from the safe harbour provided by the VBER. The public reports do not indicate that the conditions of Article 101(3) TFEU were met.

### **C.4 - Outcome**

The Bundeskartellamt adopted an infringement decision and imposed fines totalling approximately 11.9 million EUR on Maxxis, Best4Tires Berlin, Reifen Müller and one individual. According to the authority, the cooperation of Maxxis and Best4Tires Berlin during the investigation was taken into account as a mitigating circumstance when determining the amount of the fines.

Based on the information currently available, no commitment decision was adopted.

## 2. QUOTES

*"[A]greements guaranteeing distributors a certain margin violate competition law if, as here, they contain provisions on distributors' selling prices, thereby restricting their freedom to set prices."* ([English press release](#))

## 3. RELEVANT LEGISLATION

- Section 1 ARC
- Article 101 TFEU
- Regulation 2022/720

## 4. PRACTICAL SIGNIFICANCE

The decision illustrates the Bundeskartellamt's continued focus on RPM as a major enforcement priority. It reiterates the established principle that distributors must remain free to determine their resale prices independently. Although recommended resale prices are permissible, they may become problematic where they are supported by monitoring mechanisms, economic incentives, pressure or other measures capable of influencing actual pricing behaviour.

The case highlights that RPM continues to be treated as both a restriction by object under Article 101(1) TFEU and a hardcore restriction under the VBER. Businesses should therefore carefully assess distribution agreements, pricing policies, margin protection schemes and dealer incentive programmes to ensure that they do not directly or indirectly influence distributors' resale prices.

More broadly, the decision confirms the Bundeskartellamt's strict approach towards vertical price restraints and demonstrates that pricing coordination mechanisms combined with monitoring and enforcement measures remain likely candidates for antitrust enforcement.