Distribution Law Center
DRIVEN BY CONTRAST

CEDERQUIST

CASE CARD | 8 September 2026

Carlsberg (Dnr 706/2019) and Spendrups (Dnr 248/2020)

Exclusive purchasing

1. CASE SUMMARY

A. Summary of facts

Carlsberg and Spendrups are breweries active in Sweden. Following a complaint, the Swedish Competition Authority ('SCA') initiated an investigation into alleged exclusivity agreements relating to the sale of beer to hotels, restaurants and cafés ('horeca'). The SCA opened separate proceedings against Carlsberg and Spendrups, which were investigated jointly. According to the SCA's preliminary assessment, purchase obligations, volume commitments and equipment exclusivity obligations restricted competition in the market for the sale of beer to the horeca sector in Sweden by limiting the ability of rival breweries to supply beer to the customers of Carlsberg and Spendrups. The investigation was closed after the SCA accepted commitments intended to address the identified competition concerns.

B. Legal analysis

Carlsberg and Spendrups entered into main supplier agreements under which they were designated as the customer's principal supplier of beer in the horeca sector. The SCA focused its investigation on three contractual obligations contained in these agreements: (i) an obligation to purchase a specified percentage of the customer's total beer volume from the main supplier, (ii) a commitment to purchase a specified volume of beer from the main supplier, and (iii) an obligation to use only beer taps and refrigerators supplied by the main supplier for products supplied by that supplier.

In exchange for these obligations, customers received various economic benefits, including volume rebates, financing arrangements and equipment such as beer taps and refrigerators. Non compliance with the contractual obligations could lead to sanctions, including repayment obligations and termination of the agreement.

According to the SCA's preliminary assessment, the relevant market was the market for the sale of strong beer (containing more than 3.5% alcohol by volume) to the horeca sector in Sweden. As both Carlsberg and Spendrups held market shares exceeding 30%, the Vertical Block Exemption Regulation ('VBER') was not applicable to the agreements.

The SCA's theory of harm was based on cumulative foreclosure effects that allegedly restricted rival breweries' access to horeca customers. Drawing inspiration from Case C-234/89 *Delimitis v Henninger Bräu*, the SCA examined the extent to which customers were tied to breweries through main supplier agreements and the strength of the parties' market positions. The SCA found that between 50% and 65% of horeca customers were covered by such agreements, which, in its view, indicated the existence of cumulative foreclosure effects. The SCA also noted that Carlsberg and Spendrups were among the largest breweries in Sweden in terms of market share.

According to the SCA's preliminary assessment, the volume commitments reduced customers' incentives to purchase beer from competing breweries. The purchase obligations and equipment exclusivity obligations reinforced these effects by establishing minimum purchase thresholds and by limiting ancillary purchases from rival suppliers. The SCA further considered that the agreements covered a substantial part of the relevant market and therefore contributed to cumulative foreclosure effects.

To address the SCA's concerns, Carlsberg and Spendrups offered commitments aimed at relaxing the volume commitments and purchase obligations so that customers would be able to purchase ancillary volumes of beer from rival breweries. They also undertook to offer alternative solutions for installing or providing beer taps that could be used with products supplied by competing breweries. In addition, both parties committed to limiting their rights to terminate main supplier agreements in the event of a customer's failure to comply with volume commitments.

The SCA concluded that the commitments were sufficient to address the competition concerns identified during the investigation. According to the authority, the commitments would increase the ability of rival breweries to compete for ancillary deliveries to horeca customers.

The commitments remain in force for six years from 1 December 2023 and are backed by a fine of 50 million SEK (approximately 4.7 million EUR) in the event of non compliance by either Carlsberg or Spendrups.

2. QUOTES

"*The SCA's investigation in this respect has covered the three largest brewing companies, including Carlsberg and Spendrups. These have been deemed to apply similar agreements on the Swedish horeca market. The Swedish Competition Authority's calculation of the tied share of the horeca customers' demand indicates that these brewery companies together accounted for a share between 50 and 65 per cent in 2021. There have been no significant differences either for 2019 or 2020 in comparison with 2021 in terms of cumulative tying in the market. This level provides a strong indication that the cumulative foreclosure effects in the relevant market is anticompetitive*." (free translation of §82 (*Carlsberg*) and §80 (*Spendrups*))

"*Therefore, the SCA's preliminary assessment is that the above-mentioned factors, and in particular the very large and stable combined market shares of the three largest brewing companies, provide a clear structural indication that their main supplier agreements, and the terms thereof, are capable of causing anticompetitive effects*." (free translation of §89 (*Carlsberg*) and §87 (*Spendrups*))

"*Overall, the SCA makes the assessment that [Carlsberg's and Spendrups's] commitment contains such conditions and guarantees that it is sufficient to ensure that the competition concerns that have been preliminarily identified during the investigation do not persist. The possibilities of foreign and domestic strong beer suppliers to compete for the remaining part of the customers' demand will not be limited in the same way by [Carlsberg's and Spendrups's] contractual terms and conditions, and the horeca customers will be able to freely choose their sources of purchase. The commitment is therefore sufficient for the SCA to conclude that there is no reason to continue the investigation in order to address the competition concerns by other means*." (free translation of §137 (Carlsberg) and §134 (Spendrups))

3. RELEVANT LEGISLATION

- Chapter 2, Section 1 of the Swedish Competition Act
- Article 101 TFEU

4. PRACTICAL SIGNIFICANCE

This case illustrates that the analytical framework developed in *Delimitis* continues to play an important role in the assessment of cumulative foreclosure effects arising from vertical agreements. In particular, the SCA relied on the extent of market coverage by similar agreements and the market position of the relevant suppliers when assessing whether the agreements were capable of producing anticompetitive effects. The case is therefore relevant for the assessment of exclusivity arrangements implemented by suppliers whose market shares exceed the 30% threshold of the VBER.

The case also demonstrates how competition concerns relating to foreclosure effects may be addressed through targeted commitments rather than a prohibition of the contractual provisions concerned. The commitments accepted by the SCA preserved the parties' ability to maintain main supplier arrangements while increasing opportunities for rival breweries to compete for ancillary sales.

More broadly, the decision forms part of a recent enforcement trend in which the SCA has addressed vertical competition concerns through commitments, including in cases such as *Im With Bruce* (case no. 788/2019) and *Finnair* (case no. 111/2020). The case therefore suggests that the SCA may, in appropriate circumstances, be

prepared to resolve vertical competition concerns through commitments where those commitments effectively address the authority's preliminary concerns.