

ANSWERS TO THE QUESTIONNAIRE
ON ABUSE OF SUPERIOR BARGAINING POSITION

A.

'Abuse of superior bargaining position' is not defined by separate provisions in the Law, but is covered by the provisions applying to abuse of dominant position, however, pursuant to the Law on Protection of Competition, party abusing its bargaining position has to be in a dominant position in order for Commission to deal with such case.

B.

1. We have a general Law on Protection of Competition which does not separately regulate the issue of abuse of superior bargaining position, but as already mentioned, it is covered by the provisions relating to abuse of dominant position.

C.

Since our Law on Protection of Competition does not contain separate provisions on abuse of superior bargaining position, we hereby provide you with provisions in our Law relating to abuse of dominant position. Please note that our Law on Protection of Competition was adopted only in September 2005.

"Prohibition on Abuse of Dominant Position

Article 18

The abuse of dominant position on relevant market is prohibited.

The abuse of dominant position on relevant market of goods and/or services are considered to be such practices which restrict, distort or prevent competition, particularly such which:

- 1) directly or indirectly impose unreasonable purchase or selling price or other unreasonable conditions;
- 2) limit production, markets or technical development thus causing harm to consumers;
- 3) apply dissimilar conditions to identical transactions with other trading parties, thereby placing them at a competitive disadvantage on market;
- 4) make the conclusions of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial customs, have no connection with the subject of such contracts."