The Autorité de la concurrence fines Nexans and Sonepar for colluding on the granting of exclusive import rights for Nexans electrical cables in all the French overseas departments and regions

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Background

The *Autorité de la concurrence* has fined Nexans France, as perpetrator, and Nexans, as parent company, on the one hand, and companies in the Sonepar group (Sonepar France Distribution, Compagnie Réunionnaise de Distribution de Matériel Électrique, Société Guadeloupéenne de Matériel Électrique, Câbles et Matériels Électriques, La Guyanaise de Distribution and Électro Distribution Océan Indien), as perpetrators, and Sonepar France Distribution, Sonepar France and Sonepar, as parent companies, on the other hand, for colluding, from 13 May 2015 to 20 November 2023, on the granting, by companies in the Nexans group to companies in the Sonepar group, of exclusive import rights for Nexans electrical cables in all the French overseas departments and regions (***départements et régions d'outre-mer*** – DROM; i.e. Martinique, Guadeloupe, French Guiana, Réunion and Mayotte).

The practices came to light following an investigation report by the Directorate General for Competition Policy, Consumer Affairs and Fraud Control (DGCCRF), information provided by a whistleblower, and dawn raids. This decision is the first by the *Autorité* sanctioning practices reported by a person under the whistleblower framework, whose anonymity is protected.

The companies did not contest the alleged facts and were therefore eligible for the settlement procedure, under which companies that do not contest the facts receive a fine within a range proposed by the General Rapporteur and accepted by

the parties.

As a result, the *Autorité* has imposed a total fine of €6.5 million (€3 million on Nexans group companies and €3.5 million on Sonepar group companies), the highest fine imposed to date for exclusive import rights.

Exclusive import agreements banned under the "Lurel Act"

The French law of 20 November 2012 on economic regulation in the French overseas territories (known as the "Lurel Act"), which aims to tackle the high cost of living, has prohibited, with effect from 22 March 2013, exclusive import agreements in the French overseas territories.

Exclusive rights for the marketing of electrical cables for all the DROMs granted by Nexans to Sonepar

While the contracts concluded between Nexans and Sonepar for the distribution of Nexans products in the DROMs stipulate that the distributor acts "*as a non-exclusive distributor*", the investigation by the *Autorité* revealed that there was an agreement between the two parties to make Sonepar the exclusive Nexans distributor in the DROMs.

Numerous documents in the case file show the partnership operated on a principle of assumed exclusivity

Numerous documents in the case file very clearly show that Nexans and Sonepar regularly described their partnership as exclusive, whether as regards all the DROMs or with respect specifically to Réunion, Mayotte, French Guiana, Martinique or Guadeloupe. The parties were fully aware of the anticompetitive

nature of the practices. For example, the following was heard during an internal Nexans conference call in November 2020: "*in Réunion, Sonepar has* de facto *exclusivity – which is completely prohibited, but nonetheless exists –, for the supply of premium Nexans products*".

Exclusivity was widely implemented in Réunion, Mayotte, Martinique, Guadeloupe and French Guiana

In practice, the exclusive relationship resulted in a number of positions and behaviours by Nexans towards Sonepar's end customers and rival distributors.

- Nexans refrained from taking positions on certain issues in favour of Sonepar, and systematically referred customers that approached it to Sonepar's local subsidiary (in Réunion, Mayotte, French Guiana, Martinique and Guadeloupe), which it presented as its exclusive partner.
- Nexans also offered more favourable terms to Sonepar than to its competitors, and even refused to supply them in favour of Sonepar's local subsidiary in Réunion, Mayotte, French Guiana and Guadeloupe.

Lastly, the *Autorité* stresses that customs records relating to Nexans' imports of products into the DROMs during 2021 establish that Sonepar was the only Nexans distributor in the DROMs that year, confirming the existence of exclusive rights.

Practices not contested by the parties, resulting in a total fine of €6.5 million

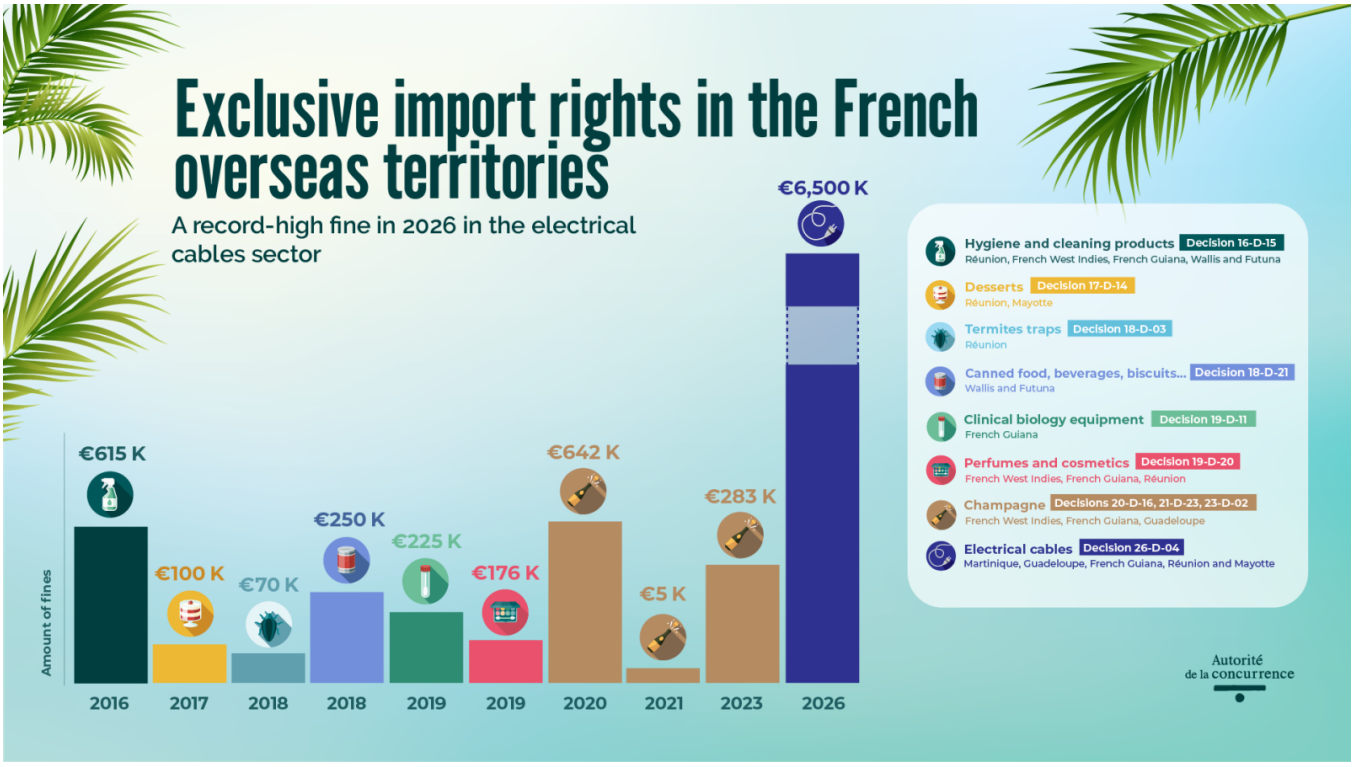
The parties chose not to contest the allegations brought against them by the *Autorité de la concurrence* and were therefore eligible for the settlement procedure, under which companies that do not contest the facts receive a fine within a range proposed by the General Rapporteur and accepted by the parties.

The following fines were therefore imposed:

- €3 million on Nexans group companies; and

- €3.5 million on Sonepar group companies.

This fine is the largest ever imposed by the *Autorité de la concurrence* for exclusive imports.



The “whistleblower” framework

In accordance with Decree 2022-1284 of 3 October 2022, the *Autorité* has a specific framework for the collection and processing of whistleblower reports, accessible from its website.

The whistleblower framework is reserved for identified private individuals who report or disclose, without direct financial compensation and in good faith, information concerning cartel practices, abuses of dominant position and State aid. Whistleblowers are guaranteed anonymity, confidentiality and protection against legal proceedings or professional retaliation.

A tool for detecting anticompetitive practices, complementing in particular the leniency programme

Under the framework, whistleblowers can inform the *Autorité* directly when they witness an anticompetitive practice, without having to report the practice internally to their company.

The whistleblower framework complements, in particular, the leniency programme, under which a company can disclose, to the *Autorité*, its involvement in an anticompetitive practice in exchange for immunity or a reduced fine.

Processing of whistleblower reports

Six staff in the Investigation Services are responsible for collecting statements from whistleblowers and conducting initial investigations into the matters raised.

Upon receipt of a report (by email or post), the case officers (*rapporteurs*) contact the whistleblower to gather further details of the alleged facts and the context of the disclosure. In particular, they also verify that the individual meets the definition of a whistleblower set out in Article 6 of French law 2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life (known as the Sapin II Law), and that the reported facts fall within the jurisdiction of the *Autorité*.

Where a report does not fall within the jurisdiction of the *Autorité*, and with the prior agreement of the whistleblower, the report may be forwarded to another external authority that is a member of the network of external authorities responsible for receiving such reports.

In accordance with the provisions of sections I and III of Article 10 of the aforementioned Decree of 3 October 2022, the *Autorité* acknowledges receipt of a report within seven working days, whether or not the report leads to an investigation. Within three months of acknowledging receipt of the report (or six months when the matters disclosed are particularly complex), the *Autorité* informs the whistleblower in writing of any measures envisaged or taken to verify the allegations or to address the issues raised. Where the procedure is closed, the whistleblower is notified in writing of the reasons for that decision.

Click here for more information about the whistleblower framework

DECISION 26-D-04 OF 2 APRIL 2026

regarding practices implemented in the electrical cables sector in the French overseas departments and regions (DROM)

See the full text of the decision (in French)

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