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# Introduction

Poland does not have general rules targeting the abuse of economic dependence or relative market power that would apply universally to all undertakings. Polish approach is sector-specific, with regulations currently limited to addressing the unfair use of bargaining power within the agricultural sector. These rules implement Directive on unfair trading practices in business-to-business relationships in the agricultural and food supply chain[[1]](#footnote-1) via the Act on Counteracting the Unfair Use of Contractual Advantage in Trade in Agricultural and Food Products.[[2]](#footnote-2) Prior to the implementation of the UTP Directive, Poland already, since 2017, had national legislation addressing the unfair use of contractual advantage in agri‑food trade. This legislation was amended in 2021 to align with the UTP Directive’s requirements.

The enforcement of the rules on counteracting the unfair use of contractual advantage in agri-food sector is robust and is conducted by the Polish Competition Authority (President of UOKiK). The authority's activities primarily impact food retail chains and large food processors, including dairies, sugar refineries, livestock companies, and grain, vegetable, and fruit purchasing companies.[[3]](#footnote-3)

This report first examines the general rules on abuse of dominance in Polish law before turning to the specifics of Polish legislation on relative dominance in the agricultural sector. The analysis includes provisions that extend beyond the harmonization obligations under the UTP Directive, as well as enforcement practices and their impact on Poland's agri-food market functioning.

# The concept of abuse of dominance in Polish law. Absence of a general concept of relative dominance.

Polish rules on abuse of dominance are modelled on article 102 TFEU. The main rule is formulated in Article 9 of The Act on competition and consumer protection.[[4]](#footnote-4) Article 9(1) PCA prohibits the abuse a dominant position on the relevant market by one or more undertakings. Further sections of this article list examples of abusive practices, in line with the examples set out in article 102 TFEU adding some further such as: hindering the development of conditions necessary for the emergence or expansion of competition; imposing on trading parties unfair contractual conditions that bring about unjustified benefits for the dominant undertaking; partitioning markets along territorial, product, or customer lines. Article 9(3) PCA rules that legal acts that constitute an abuse of a dominant position shall be null and void or unenforceable.

It follows from the wording of article 9 PCA that this provision does not encompass the concept of abuse of relative market power beyond traditional market dominance. This limitation stems from the provision's requirement that the undertaking must hold a dominant position on the relevant market - a threshold that excludes situations of relative dominance where market dominance in the traditional sense may not exist.

# Agri-food sector rules on contractual advantage

This section focuses on aspects of the Polish legal framework that extend beyond the harmonization standards set by the UTP Directive, rather than describing provisions that directly reflect the Directive's requirements (such as turnover thresholds or the catalogue of blacklisted and grey-listed unfair trading practices).[[5]](#footnote-5) Several notable distinctions in Polish legislation represent extensions of the EU model and reflect Poland’s broader approach to addressing power imbalances in the agri‑food supply chain.[[6]](#footnote-6)

First, Poland introduced a specific additional prohibited practice in its implementation of the UTP Directive. Namely the practice of unjustified reduction of payments for delivered agri-food products after they have been accepted by the buyer (in whole or in part), particularly by demanding retrospective discounts.[[7]](#footnote-7) This addition was found in the legislative proposal of implementation of the UTP Directive.[[8]](#footnote-8) The motivation probably arose from the President of UOKiK’s case against Jeronimo Martins Polska[[9]](#footnote-9) (operator of the “Biedronka” discount chain) - a decision now under judicial review. The Authority alleged that the company had collected retroactive rebates without prior agreement on the discount amount or its conditions. Instead it approached the suppliers to request discounts for previously delivered goods only after significant period post-delivery. At the time the authority condemned this actions basing on a general prohibition clause found in current law.[[10]](#footnote-10)

Second, national legislation extends the list of prohibited practices from UTP Directive through *a general prohibition against unfair use of contractual advantage* (a general clause). The law provides that use of contractual advantage is unfair if it (i) conflicts with *good commercial customs* and (ii) either threatens or infringes a *material* *interest* of the counterparty.[[11]](#footnote-11) This general clause is a remainder of previous legislation on contractual advantage in agri-food sector, prior to the implementation of the UTP Directive.[[12]](#footnote-12) Significantly, in public enforcement carried out by the President of UOKiK, this provision serves as the legal basis for all - of the concluded proceedings except one that based on additional blacklisted behaviour in Polish law explained in this section above[[13]](#footnote-13).

Third, Polish law prohibits both practices of buyers towards suppliers but also practices of suppliers towards buyers.[[14]](#footnote-14) Although no specific blacklisted behaviours are defined for suppliers, the general clause prohibiting unfair use of contractual advantage applies to them as well. To date, the President of UOKiK has not taken enforcement action against suppliers alleged for unfair use of their contractual advantage over the buyers.

The fourth notable specific feature of Polish law implementing the UTP Directive relates to procedural aspects. The President of UOKiK is empowered to close proceedings through a commitment decision similar to those found in antitrust cases.[[15]](#footnote-15) This mechanism has been a major factor in establishing industry standards by the authority. Commitment decisions enable expedited case resolution. Such decisions require a lower burden of proof, as the authority need only establish the likelihood of the infringement. Additionally, since the outcome of a case is favourable for the undertaking due to the absence of financial penalties, judicial challenges are rare, which enables the decision to become legally binding quickly. Out of 22 decisions issued by the authority, 10 of them were commitment decisions. Additionally, the President of UOKiK is authorised to issue so called “soft interventions”, which are non-binding statements or recommendations addressed to undertakings, made without formally opening administrative proceedings.

# Enforcement of the rules on contractual advantage in agri-food sector

Since Polish law contains a general prohibition clause against the unfair exploitation of contractual advantage, the enforcement practice of the President of UOKiK and subsequent judicial rulings effectively complement the legal provisions and shape market standards within Polish jurisdiction.

The authority's enforcement activities to date demonstrate three principal areas of focus. First, the authority has challenged collection of undue financial benefits by the stronger party to the relationship (i.a. cases: *Cykoria;[[16]](#footnote-16) Jeronimo Martins Polska;[[17]](#footnote-17) Auchan* *Polska)[[18]](#footnote-18).* Second, there have been instances where the authority has alleged that companies imposed unjustified extensions of payment terms for delivered agricultural or food products (i. a. cases: *Rauch Polska;[[19]](#footnote-19)* *Appol*).[[20]](#footnote-20) The third area of intervention concerns unfair shifts of business risks arising from the contract from the buyer towards the supplier (i.a. cases *Cefetra Polska;[[21]](#footnote-21)* *PolishAgri*).[[22]](#footnote-22)

The cases concluded to date with a decision imposing financial fine follow a similar pattern of reasoning. The authority first describes the business practice at issue. It then demonstrates that the material grounds for intervention are met: the case concerns relations between buyers and suppliers in the in the agri-food sector, and the need to protect public interest warrants pursuing the case. The President of UOKiK then establishes that the undertaking holds a contractual advantage over a specific group of suppliers and identifies those suppliers (whose details are withheld to the public). Next, the authority declares that the business practice in question conflicts with good commercial customs and either threatens or infringes a material interest of the counterparty. The authority also sets out its view on what conduct would be required under good commercial customs in the specific circumstances of the case, often using passages such as “For the purposes of the present case, good commercial customs shall be interpreted as...” The final part of the decision contains the authority’s reasoning on the amount of financial fine.

The following section will examine selected cases from the aforementioned focus areas in detail, explaining the behaviours that the authority found to be unfair and what the authority recognized as fair business practices.

## Cases on collection of undue financial benefits

The *Cykoria* case concerned relationships between Cykoria S.A., a company engaged in the procurement and processing of carrot roots, and its suppliers - carrot farmers. Under Cykoria’s standard contract farming agreement carrot producers were required to consent to the deduction of the so-called plantation fee (membership fee) amounting to 0.5% of the remuneration paid by Cykoria for the carrots purchased. These deductions were made on behalf of the Association of Industrial Chicory and Vegetable Producers. The association was an independent third-party entity, with which Cykoria maintained a cooperative relationship.[[23]](#footnote-23)

In the assessment of the President of UOKiK, Cykoria should not have required producers to consent to such deductions as part of standard contract terms. The decision whether or not to participate in the association and pay membership fees should rest with individual carrot producers. The authority emphasized that its concerns are not raised by the mere fact of deductions on behalf of the Association, which may depend on the parties' contractual arrangements, but rather by the top-down imposition of such a provision through standardised contracts. In the President’s of UOKiK view good commercial customs require that the suppliers receives full remuneration for the delivered goods.[[24]](#footnote-24)

It was a first case in Poland in the field of contractual advantage. It was resolved through commitment decision.

The *Auchan* case relates to the organization of logistics operations in a super- and hypermarket chain. Its background involves a commonly adopted practice in food retail, whereby stores are supplied mainly through central warehouses. With regard to Auchan, the authority established that suppliers could deliver goods either directly to stores or to central warehouses. The latter scenario was, however, preferred by the retailer, also for efficiency reasons.[[25]](#footnote-25) However, when delivering to central warehouses the suppliers were requested to pay additional compensation to the buyer for the distribution of goods from central warehouse to individual stores. This compensation could also take a form of a discount (e.g. fixed percentage of purchase volume).

The President of UOKiK found such organization scheme to be against good commercial customs. The authority argued, that logistics operations of moving goods from warehouses to stores were not services provided for the benefit of suppliers, but rather an integral part of Auchan’s internal distribution system and a result of it organizational philosophy. Therefore the costs associated with these operations should have been borne by Auchan itself, not passed on to suppliers. Moreover, the investigation revealed that the calculation of the logistics fee lacked transparency and consistency. In this case the authority indicated that under good commercial customs buyers should propose only those additional services that meet the suppliers’ needs and relate to the products they deliver, and not services aimed mainly at improving the buyer’s retail network operations.[[26]](#footnote-26)

In the authority’s view, Auchan’s contractual advantage over suppliers enabled it to transfer logistic costs. In an equal relationship the buyer would cover its own transport expenses rather than requiring them to be paid by the counterparty. The decision imposed a fine of approximately PLN 87 million (EUR 20 million).[[27]](#footnote-27) The case is currently under judicial review.

The *Eurocash* case also revolves around additional services performed by the buyer for their suppliers. Eurocash Group operates primarily as a business-to-business wholesaler and franchisor within Poland's FMCG sector. Unlike traditional supermarket chains that operate in Poland, Eurocash serves primarily as a franchisor with the majority of retail stores of its brands (e.g, Delikatesy Centrum, ABC, Lewiatan) independently owned and operated by franchisees. This organisation philosophy influences the scope of services offered by Eurocash to its suppliers.

The investigation revealed that Eurocash offered a wide array of “basic intra-network services” and “sales support services”. The first group included inter alia ensuring suppliers’ products retention in the commercial portfolio, supervision and coordination of orders placed by stores. Both groups also included services such as reporting on the distribution of suppliers’ products, market demand and trends monitoring, educating Eurocash’s franchisees on suppliers’ products, organizing promotional campaigns and coordinating marketing activities.[[28]](#footnote-28)

In its decision, the President of UOKiK established that Eurocash had abused its contractual advantage over suppliers because it demanded compensation for services that actually were not performed on their behalf. Alternatively it demanded compensation for services that were indeed performed, but suppliers were not informed about their implementation, costs, and results.

With regard to some of those services (supervision and coordination of orders) the authority alleged that actions for which Eurocash was demanding compensation were in fact activities that constitute an integral part of store organization. Therefore, the responsibility for and cost of such activities should be borne by the owner of the store.[[29]](#footnote-29)

With regard to the demand monitoring services, the President of UOKiK found that the suppliers had no influence over the market monitoring process, its scope, or duration. The company also failed to provide the suppliers with reports about the results of the conducted monitoring.[[30]](#footnote-30)

The authority’s reservations regarding marketing activities involved the fact that suppliers were sometimes required to pay for promotional activities twice: first in the form of a fee for a service of organizing promotional campaigns and second for a service of coordinating marketing activities. According to the President of UOKiK, both of those services involved the same activities. Furthermore, the authority found that in order to participate in a specific promotional campaign, the supplier was required to bore additional cost by giving a further discount to the buyer so that it could be transferred to the final consumer. This meant that the suppliers who paid for services related to promotional campaign were not always able to participate in this campaign since they could not afford additional discounts at the time of the campaign.[[31]](#footnote-31)

With regard to services pertaining to educational activities provided by Eurocash, the President of UOKiK established that Eurocash periodically issued a “retailer guideline” that was disseminated among franchisees. The actual purpose of this document was merely to inform the franchisees about products available for them to order. It had no educational value. Additionally, the suppliers were able to include their products in the retailer guideline regardless of whether they paid compensation for the service or not.[[32]](#footnote-32)

Based on its findings, the authority has determined that the behaviour of Eurocash was against good commercial customs. These, according to the President of UOKiK require that the buyer who offers additional services to its supplier should precisely declare what activities it performs, what should be their scope or frequency, and against which compensation. The suppliers should have all the necessary information on parameters of the services so that they can reach an informed decision whether to purchase them.[[33]](#footnote-33) Additionally, chargeable services should extend beyond standard retail network organization activities.[[34]](#footnote-34)

The decision of the President of UOKiK imposed a fine of approximately PLN 76 million (EUR 18 million). The company appealed to the court. The court of first instance overturned the decision. The reason for this ruling was procedural errors. The court found that the decision’s operative part was incorrect because it was expressed in alternative form. The court additionally noted that in its assessment, the President of UOKiK had not demonstrated that Eurocash’s practices threatened or infringed a *material* interest of the counterparty. The law allows the President of UOKiK to prohibit certain practices under the general rule only when *material* interests of suppliers are infringed or threatened which raises the standard of proof.[[35]](#footnote-35)

## Imposition of unjustified extensions of payment terms for delivered agricultural or food products

There is a significant body of case law prior to the implementation of the UTP Directive in which the President of the UOKiK has intervened in relation to unfair payment terms applied in buyer-supplier relations, or simply the practice of substantial delays in payments.[[36]](#footnote-36) Most of these cases involved companies procuring agricultural products (such us apples, sugar beets, carrots). In those cases the president of UOKiK ruled that good commercial customs require require buyers to set payment terms that are appropriate to the nature of the obligation and that take into account the specific characteristics of agricultural production. Additionally, good commercial customs would require buyers to pay their dues on time.[[37]](#footnote-37)

It is worth noting that when the provisions implementing the UTP Directive came into force, the practice of late payments for delivered food and agricultural products was added to the blacklist. At the same time, however, the authority appears to have become less active in initiating new investigations into such practices.

## Unfair shift of business risks arising from the contract from the buyer towards the supplier

There were two similar cases where the President of UOKiK had intervened because the authority saw an unfair shift of business risks with connection to contract provisions on force majeure. These were the *Cefetra* case and *PolishAgri* case. Both involved companies active in the procurement of grains and rapeseed. The President of UOKiK established that both companies structured their contract templates in a way that limited suppliers' ability to be released from performance of obligations during circumstances independent of both parties, particularly force majeure. Moreover, when force majeure event occurred and contracts were not performed, the companies imposed contractual penalties on suppliers and/or costs of replacement purchases.

On the ground of these cases the president of UOKiK established that good commercial customs require the buyers of agriculture products to take into consideration risks associated with farming. Accordingly, in a force majeure event the buyer should release the supplier from an obligation to deliver goods[[38]](#footnote-38).

Cykoria and PolishAgri received fines of respectively approximately PLN 2 million (EUR 465,000.00) and approximately PLN 327,000.00 (EUR 76,000.00). Publicly available information shows that Cykoria appealed against the decision and the court has overturned the decision. The details of the judgement are not publicly available.

## Other activities of the President of UOKiK in the agri-food sector

Beyond its decisional practice the authority also monitors the markets, collects data and complies reports on specific issues in the agri-food sector. To this date it has released: a report on trade discounts applied in the relations between retail chains and suppliers of agricultural or food products (2021);[[39]](#footnote-39)a report on charges imposed by retail chains for services related to the sale of agricultural or food products (2022)[[40]](#footnote-40) and also reports on market studies in soft fruits and milk sector.[[41]](#footnote-41) These documents not only describe the state of affairs in the market but also provide guidance and interpretation of the law by the authority.

## Key Findings from Enforcement Practice

It follows from the enforcement activities of the President of UOKiK that the authority sees a significant imbalance of power between buyers and sellers in the agri-food sector. The authority does not exercise its powers reluctantly but rather seeks to enforce behaviours that require the stronger party to assume responsibility for creating fair business relationships. The general level of financial fines issued by the authority is notably high especially considering that they are calculated as percentage of the turnover and the agri-food industry is operates on high volumes and low margins. This legal framework emphasizes the importance of compliance efforts for companies in the agri-food sector that enjoy contractual advantage over their suppliers.

Although the strict position of the President of UOKiK is known and recognized in the industry, there exists a significant body of judicial case law that has overturned several decisions of the authority. However, final judgments that could serve as binding precedents under the general clause of the contractual advantage law are still awaited. The current state of the judiciary in Poland, with very slowly moving cases, affects the feeling of legal instability among businesses.

Additionally, the fact that almost all enforcement actions taken by the President of UOKiK are based on a general clause prohibiting the unfair use of contractual advantage raises concerns from the perspective of authority’s enforcement policy and priorities. Assuming the rationality of the legislator the UTP Directive explicitly blacklists certain practices because they have been identified as both particularly harmful and prevalent in the agri-food sector. Consequently, the enforcement should also prioritise eliminating practices that have the most detrimental impact on commercial relationships and on the position of the parties protected under the legislation. Moreover, the blacklist offers the advantage that cases involving listed practices require less detailed reasoning and analysis as the authority does not need to demonstrate a breach of good commercial customs or a threat to, or infringement of the material interests of the counterparty. In this vein, it is surprising that prior to the implementation of the UTP Directive, the President of UOKiK conducted numerous proceedings concerning late payments for food deliveries, whereas now, despite this practice being explicitly included on the blacklist, there have been no enforcement actions in this area.

Finally, it is worth mentioning that the number of decisions issued by the President of UOKiK has decreased in the last two years. As many as six decisions were issued by the authority in 2023, while only one decision was issued in 2024 and none in the first half of 2025 (as of 10 July 2025). This however should not be viewed as an indication of lowered activity of the authority in the agri-food sector. Apart from issuing administrative decisions the authority is also involved in so called soft-interventions. The challenges the authority is facing in court might also influence the duration of the proceedings that are ongoing so that it can build a compelling case for subsequent judicial review.

# Conclusions

Polish experience demonstrates that addressing abuses of relative market power outside the traditional dominance framework can be effective in sectors marked by structural imbalances in the absence of formal market dominance. Enforcement by the President of UOKiK in agri-food sector has shown that a flexible legal tool contributes to shaping desirable business conduct and fostering fairer commercial relationships. However, the reliance on open-textured concepts such as those found in the Act on Counteracting the Unfair Use of Contractual Advantage in Trade in Agricultural and Food Products can introduce a degree of legal uncertainty for businesses. Moreover, decisions based on general clauses require a high standard of justification to withstand judicial scrutiny and thus become a market standard.

Were similar mechanisms to be adopted in another business sectors, two different approaches could be done. First a precise, case-by-case approach of a supervisory character with clearly defined criteria for assessing relative market power and practices that are prohibited. This would bring more legal certainty for stakeholders but less flexibility for the competent bodies to impose business standards. Second, a more regulatory, open-ended approach based on general criteria – giving more flexibility to the authorities but at the same time requiring longer time to establish enforceable standards through judicial confirmation of enforcement practices. In this context, it is worth noting that a robust enforcement of the rules can also benefit business stakeholders, but only if it is done swiftly and in an uniform manner. Failure to penalize certain infringements may lead to unfair competition, where some undertakings gain an advantage by breaking the law without consequences, while their law-abiding competitors are left at a disadvantage.

Regarding the extension of rules such us those on combating unfair use of contractual advantage in agri-food industry to other market segments in Poland, there is currently no information indicating ongoing legislative work in this area. However, the creation of regulations that would allow for sector-specific intervention based on abuse of relative market power would likely enable the authority to expand its enforcement activities beyond the agri-food sector. Over the past 5-10 years, there has been a significant decline in the number of "classic" dominance cases pursued by the President of UOKiK. Challenging the largest market players based on abuse of dominance rules is a difficult task requiring substantial resources that could be deployed elsewhere.

Looking more broadly, the universal creation of a legal framework for targeting the abuse of economic dependence or relative market power across the EU could foster subsidiarity between national competition authorities and the European Commission. National authorities would handle cases of relative dominance, while in the area of classical dominance, they would focus on natural monopolies and those with a local dimension. The European Commission, with its greater resources, would be responsible for overseeing dominant players with a cross-border or global dimension.

In this context, it is also desirable to strengthen cooperation between national competition authorities and European Commisssion in the prevention of cross-border market abuses. It is not excluded that the final version of the new Regulation of the European Parliament and of the Council on cooperation between enforcement authorities responsible for the enforcement of Directive (EU) 2019/633 concerning unfair business-to-business commercial practices in the supply chain of agricultural and food products[[42]](#footnote-42) will contribute to this demand.

1. Directive 2019/633 of the European Parliament and of the Council of 17 April 2019 on unfair trading practices in business-to-business relationships in the agricultural and food supply chain, OJ 2019 L 111, p. 59–72, hereinafter the UTP Directive. [↑](#footnote-ref-1)
2. Act of 17 November 2021 on Counteracting the Unfair Use of Contractual Advantage in Trade in Agricultural and Food Products, Journal of Laws of 2023, item 1773. [↑](#footnote-ref-2)
3. For an overview of the enforcement activities see annual reports of UOKiK, available at <https://uokik.gov.pl/en/reports>. Accessed 10 July 2025. [↑](#footnote-ref-3)
4. Act of 16 February 2007 on Competition and Consumer Protection, Journal of Laws of 2024, item 1616, as amended by Journal of Laws of 2025, item 794, hereinafter the PCA. [↑](#footnote-ref-4)
5. For a comprehensive overview of Polish law see for example M. Knapp, Ochrona prawna przedsiębiorców w interesie publicznym przed nieuczciwym wykorzystywaniem przewagi kontraktowej, C.H. Beck 2021. [↑](#footnote-ref-5)
6. W. Herbet-Homenda, Przeciwdziałanie nieuczciwemu wykorzystywaniu przewagi kontraktowej w obrocie produktami rolnymi i spożywczymi. Analiza głównych założeń ustawy z 17.11.2021 r., Monitor Prawniczy, (4/2022). [↑](#footnote-ref-6)
7. See article 8(1)(4) Act of 17 November 2021 on Counteracting the Unfair Use of Contractual Advantage in Trade in Agricultural and Food Products, Journal of Laws of 2023, item 1773. [↑](#footnote-ref-7)
8. For draft legislation and subsequent documents on the legislative process see: <https://legislacja.rcl.gov.pl/projekt/12343513/katalog/12764977#12764977> and <https://www.sejm.gov.pl/sejm9.nsf/agent.xsp?symbol=RPL&Id=RM-0610-92-21>. Accessed 10 July 2025. [↑](#footnote-ref-8)
9. Decision of the President of UOKiK from 11 December 2020, no. RBG - 13/2020. [↑](#footnote-ref-9)
10. K. Racka, W. Herbet-Homenda, W. Dorabialski, Rabaty retrospektywne w prawie antymonopolowym i przepisach ustawy o przeciwdziałaniu nieuczciwemu wykorzystywaniu przewagi kontraktowej, internetowy Kwartalnik Antymonopolowy i Regulacyjny 2022, nr 4(11), pp. 93-94. [↑](#footnote-ref-10)
11. See article 6 Act of 17 November 2021 on Counteracting the Unfair Use of Contractual Advantage in Trade in Agricultural and Food Products, Journal of Laws of 2023, item 1773. [↑](#footnote-ref-11)
12. See article 7(2) Act of 15 December 2016 on Counteracting the Unfair Use of Contractual Advantage in Trade in Agricultural and Food Products, Journal of Laws of 2020, item 1213; For overview of the enforcement of the act from 2016 see also: K. Kohutek, Trzy lata stosowania ustawy o nieuczciwym wykorzystywaniu przewagi kontraktowej: ocena na tle decyzji Prezesa UOKiK oraz w kontekście rozwiązań dyrektywy unijnej. Internetowy Kwartalnik Antymonopolowy i Regulacyjny, 2021 10(1). [↑](#footnote-ref-12)
13. This was the SCA PR case (Decision of the President of UOKiK from 24 October 2023 no. DPK-1/2023. It involved the buyer obtaining retroactive rebates from suppliers in cases where the turnover thresholds – set as condition for granting such rebates at the start of the cooperation period – was not actually achieved during that period. [↑](#footnote-ref-13)
14. See wording of article 5 Act of 17 November 2021 on Counteracting the Unfair Use of Contractual Advantage in Trade in Agricultural and Food Products, Journal of Laws of 2023, item 1773, which states “Practices that unfairly exploit the contractual advantage of the buyer over the supplier or the supplier over the buyer are prohibited” (author’s translation). [↑](#footnote-ref-14)
15. See article 32 Act of 17 November 2021 on Counteracting the Unfair Use of Contractual Advantage in Trade in Agricultural and Food Products, Journal of Laws of 2023, item 1773. [↑](#footnote-ref-15)
16. Decision of the President of UOKiK from 5 March 2018, no. RBG - 3/2018. [↑](#footnote-ref-16)
17. Decision of the President of UOKiK from 11 December 2020, no. RBG - 13/2020. [↑](#footnote-ref-17)
18. Decision of the President of UOKiK from 8 December 2023, no. RBG - 12/2023. [↑](#footnote-ref-18)
19. Decision of the President of UOKiK from 30 September 2019, no. RBG - 14/2019. [↑](#footnote-ref-19)
20. Decision of the President of UOKiK from 2 November 2020, no. RBG - 11/2020. [↑](#footnote-ref-20)
21. Decision of the President of UOKiK from 17 May 2022, no. RBG - 2/2022. [↑](#footnote-ref-21)
22. Decision of the President of UOKiK from 1 August 2022, no. RBG - 9/2022. [↑](#footnote-ref-22)
23. Decision of the President of UOKiK from 5 March 2018, no. RBG - 3/2018, p. 17. [↑](#footnote-ref-23)
24. Decision of the President of UOKiK from 5 March 2018, no. RBG - 3/2018, p. 18. See also: K. Kohutek, Trzy lata stosowania ustawy o nieuczciwym wykorzystywaniu przewagi kontraktowej: ocena na tle decyzji Prezesa UOKiK oraz w kontekście rozwiązań dyrektywy unijnej. internetowy Kwartalnik Antymonopolowy i Regulacyjny, 2021 10(1), p. 45. [↑](#footnote-ref-24)
25. Decision of the President of UOKiK from 8 December 2023, no. RBG - 12/2023, para.249. [↑](#footnote-ref-25)
26. Decision of the President of UOKiK from 8 December 2023, no. RBG - 12/2023, paras. 226-273. [↑](#footnote-ref-26)
27. Decision of the President of UOKiK from 8 December 2023, no. RBG - 12/2023, para. 347. [↑](#footnote-ref-27)
28. Decision of the President of UOKiK from 30 November 2021, no. RBG – 3/2021, paras. 38-46. [↑](#footnote-ref-28)
29. Decision of the President of UOKiK from 30 November 2021, no. RBG – 3/2021, paras. 180-182. [↑](#footnote-ref-29)
30. Decision of the President of UOKiK from 30 November 2021, no. RBG – 3/2021, paras. 191-194. [↑](#footnote-ref-30)
31. Decision of the President of UOKiK from 30 November 2021, no. RBG – 3/2021, paras. 183-190. [↑](#footnote-ref-31)
32. Decision of the President of UOKiK from 30 November 2021, no. RBG – 3/2021, paras. 195-201. [↑](#footnote-ref-32)
33. Decision of the President of UOKiK from 30 November 2021, no. RBG – 3/2021, para. 224. [↑](#footnote-ref-33)
34. Decision of the President of UOKiK from 30 November 2021, no. RBG – 3/2021, para. 221. [↑](#footnote-ref-34)
35. Judgement of Sąd Okręgowy w Warszawie, XVII Wydział Sąd Ochrony Konkurencji i Konsumentów from 19 February 2024, case no. XVII AmA 23/22. [↑](#footnote-ref-35)
36. See: Decision of the President of UOKiK from 8 December 2018, no. RBG-3/2018. Decision of the President of UOKiK from 24 April 2019 no. RBG – 7/2019. Decision of the President of UOKiK from 24 April 2019 no. RBG – 7/2019. Decision of the President of UOKiK from 22 July 2019, no. RBG -11/2019. Decision of the President of UOKiK from 1 October 2019, no. RGB-15/2019. Decision of the President of UOKiK from 2 November 2021, no. RBG -11/2020. Decision of the President of UOKiK from 20 December 2021, no. RPZ –7/2021. [↑](#footnote-ref-36)
37. See for example decision of the President of UOKiK from 2 November 2020, no. RBG - 11/2020, para 65, decision of the President of UOKiK from 26 April 2019, no. RBG – 7/2019, p. 27. [↑](#footnote-ref-37)
38. Decision of the President of UOKiK from 17 May 2022, no. RBG - 2/2022, para. 80, decision of the President of UOKiK from 1 August 2022, no. RBG - 9/2022, para. 81. [↑](#footnote-ref-38)
39. Rabaty handlowe. Raport podsumowujący prowadzone przez Prezesa UOKiK postępowania wyjaśniające dotyczące rabatów handlowych stosowanych w relacjach sieci handlowych z dostawcami produktów rolnych lub spożywczych. Departament Przewagi Kontraktowej UOKiK kwiecień 2021 r. available at <https://www.uokik.gov.pl/download.php?plik=25434> Accessed 10 July 2025. [↑](#footnote-ref-39)
40. Opłaty okołosprzedażowe. Raport podsumowujący badanie rynku przeprowadzone przez Prezesa UOKiK. Urząd Ochrony Konkurencji i Konsumentów listopad 2022, available at <https://uokik.gov.pl/Download/879>. Accessed 10 July 2025. [↑](#footnote-ref-40)
41. These documents can be found on UOKiK’s webpage <https://uokik.gov.pl/przewaga-kontraktowa-przydatne-dokumenty>. Accessed 10 July 2025. [↑](#footnote-ref-41)
42. Proposal for a Regulation of the European Parliament and of the Council on cooperation among enforcement authorities responsible for the enforcement of Directive (EU) 2019/633 on unfair trading practices in business-to-business relationships in the agricultural and food supply chain (COM/2024/576 final), available at <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:52024PC0576#footnote2>. Accessed 10 July 2025. [↑](#footnote-ref-42)