

PORAM STATEMENT OF COMPETITION COMPLIANCE

The purpose of THE PALM OIL REFINERS ASSOCIATION OF MALAYSIA (PORAM) is to provide, among other, an organization for palm oil refiners and to enable the Association to support and advance the status and interest of palm oil processing, refining or fractionation (“palm oil processing”) or related supporting industries, including but not limited to shipping, logistics, storage facilities, etc. insofar as they relate to and /or are incidental to palm oil refining processing or related in any way to products, derivatives, allied products or by-products therefrom (“related supporting industries”).

In carrying this out, PORAM members [and non-member attendees] must:

- Act with the highest regard for their ethical, legal and professional obligations and PORAM’s purpose, values, and legal interests.
- Ensure that their conduct is competition law compliant.

Information sharing can take various forms and can occur in different contexts. Information sharing is prohibited if it has the object or effect of significantly preventing, restricting or distorting competition. The Guiding Principles set out below provide guidance on the assessment of information sharing in competition law.

GUIDING PRINCIPLES - WHAT INFORMATION MAY BE SHARED

Generally, sharing of non-confidential information such as industry standards on technical, health and safety matters that is publicly available is not anti-competitive.

GUIDING PRINCIPLES - WHAT INFORMATION CANNOT BE SHARED

Sensitive commercial information shall not be discussed between members, either formally or informally, intentionally or inadvertently, directly or indirectly through a third party. These include but not limited to:

- Current or future pricing, or matters affecting prices, components of prices or trading conditions.
- Company-specific supply or sales information such as sales quantities, sales and market strategy or information which may have an impact on the market
- Company-specific cost information.
- Salaries and wages, hiring practices or limitations on hiring a competitor’s employees.
- Commercial planning or strategy information including geographic growth and business expansion or contraction plans.
- Key contract terms, such as any matters relating to specific suppliers or customers.

ALSO, CERTAIN AGREEMENTS ARE DEEMED TO HAVE THE OBJECT OF SIGNIFICANTLY PREVENTING, RESTRICTING OR DISTORTING COMPETITION AND MEMBERS SHALL NOT ENTER INTO SUCH AGREEMENT OR UNDERSTANDING WITH ANY OTHER MEMBER ON THE FOLLOWING:

Fixing, directly or indirectly, a purchase or selling price or any other trading conditions.
Agreeing on the timing or method of price increases.

- Agreeing on the terms of sale or delivery that either company will offer customers.
- Limiting or controlling production, capacity, sales volumes, investment, market outlets or market access, technical or technological development.
- Allocating product or geographic markets in which either company will sell or not sell.
- Allocating customers to which either company will sell or not sell.
- Engaging in bid rigging e.g. agreeing on the decision as to whether to bid or not to bid or the conditions of the bid.
- Sharing market or sources of supply.

QUERIES

Any questions relating to this statement, or its contents, should be directed to poram@poram.org.my.

Any suspected breach of this statement should be reported to susila@poram.org.my.