

ACQUISITION BY UNIVERSAL COMPONENTS UK LIMITED OF 3G TRUCK & TRAILER PARTS LTD

Initial Enforcement Order made by the Competition and Markets Authority pursuant to section 72(2) of the Enterprise Act 2002 (the Act)

Whereas:

- (a) the Competition and Markets Authority (**CMA**) has reasonable grounds for suspecting that it is or may be the case that Universal Components UK Limited and 3G Truck & Trailer Parts Ltd (3G) have ceased to be distinct;
- (b) the CMA is considering, pursuant to section 22 of the Act, whether it is or may be the case that a relevant merger situation has been created and whether the creation of that situation has resulted or may be expected to result in a substantial lessening of competition in any market or markets in the United Kingdom (**UK**);
- (c) the CMA wishes to ensure that no action is taken pending final determination of any reference under section 22 of the Act which might prejudice that reference or impede the taking of any action by the CMA under Part 3 of the Act which might be justified by the CMA's decisions on the reference; and
- (d) the circumstances set out in section 72(6) of the Act do not apply and the reference has not been finally determined in accordance with section 79(1) of the Act.

Now for the purposes of preventing pre-emptive action in accordance with section 72(2) of the Act the CMA makes the following order addressed to TVS Automobile Solutions Private Limited (**TVS ASPL**), TVS Europe Distribution Limited (**TVS EDL**) and Universal Components UK Limited (**Universal Components**) (the **Order**).

Commencement, application and scope

1. This Order commences on the commencement date: 10 February 2020.
2. This Order applies to TVS ASPL, TVS EDL and Universal Components.

3. Notwithstanding any other provision of this Order, no act or omission shall constitute a breach of this Order, and nothing in this Order shall oblige TVS ASPL, TVS EDL or Universal Components to reverse any act or omission, in each case to the extent that it occurred or was completed prior to the commencement date.

Management of the TVS ASPL and 3G businesses until determination of proceedings

4. Except with the prior written consent of the CMA, TVS ASPL, TVS EDL and Universal Components shall not, during the specified period, take any action which might prejudice a reference of the transaction under section 22 of the Act or impede the taking of any action under the Act by the CMA which may be justified by the CMA's decisions on such a reference, including any action which might:
 - (a) lead to the integration of the 3G business with the TVS ASPL business;
 - (b) transfer the ownership or control of the TVS ASPL business or the 3G business or any of their subsidiaries; or
 - (c) otherwise impair the ability of the 3G business or the TVS ASPL business to compete independently in any of the markets affected by the transaction.
5. Further and without prejudice to the generality of paragraph 4 and subject to paragraph 3, TVS ASPL, TVS EDL and Universal Components shall at all times during the specified period procure that, except with the prior written consent of the CMA:
 - (a) the 3G business is carried on separately from the TVS ASPL business and the 3G business's separate sales or brand identity is maintained;
 - (b) the 3G business and the TVS ASPL business are maintained as a going concern and sufficient resources are made available for the development of the 3G business and the TVS ASPL business, on the basis of their respective pre-merger business plans;
 - (c) except in the ordinary course of business, no substantive changes are made to the organisational structure of, or the management responsibilities within, the 3G business or the TVS ASPL business;
 - (d) the nature, description, range and quality of goods and/or services supplied in the UK by each of the two businesses are maintained and preserved;

- (e) except in the ordinary course of business for the separate operation of the two businesses:
 - (i) all of the assets of the 3G business and the TVS ASPL business are maintained and preserved, including facilities and goodwill;
 - (ii) none of the assets of the 3G business or the TVS ASPL business are disposed of; and
 - (iii) no interest in the assets of the 3G business or the TVS ASPL business is created or disposed of;
- (f) there is no integration of the information technology of the 3G or TVS ASPL businesses, and the software and hardware platforms of the 3G business shall remain essentially unchanged, except for routine changes and maintenance;
- (g) the customer and supplier lists of the two businesses shall be operated and updated separately and any negotiations with any existing or potential customers and suppliers in relation to the 3G business will be carried out by the 3G business alone and for the avoidance of doubt the TVS ASPL business will not negotiate on behalf of the 3G business (and vice versa) or enter into any joint agreements with the 3G business (and vice versa);
- (h) all existing contracts of the 3G business and the TVS ASPL business continue to be serviced by the business to which they were awarded;
- (i) no changes are made to key staff of the 3G business or TVS ASPL business;
- (j) no key staff are transferred between the 3G business and the TVS ASPL business;
- (k) all reasonable steps are taken to encourage all key staff to remain with the 3G business and the TVS ASPL business; and
- (l) no business secrets, know-how, commercially-sensitive information, intellectual property or any other information of a confidential or proprietary nature relating to either of the two businesses shall pass, directly or indirectly, from the 3G business (or any of its employees, directors, agents or affiliates) to the TVS ASPL business (or any of its employees, directors, agents or affiliates), or vice versa, except where strictly necessary in the ordinary course of business (including, for example, where required for compliance with external regulatory and/or accounting obligations or for due diligence, integration planning or the

completion of any merger control proceedings relating to the transaction) and on the basis that, should the transaction be prohibited, any records or copies (electronic or otherwise) of such information that have passed, wherever they may be held, will be returned to the business to which they relate and any copies destroyed.

Compliance

6. TVS ASPL, TVS EDL and Universal Components shall procure that each of their subsidiaries complies with this Order as if the Order had been issued to each of them.
7. TVS ASPL, TVS EDL and Universal Components shall provide to the CMA such information or statement of compliance as it may from time to time require for the purposes of monitoring compliance by TVS ASPL, TVS EDL and Universal Components and their subsidiaries with this Order. In particular, on 24 February 2020 and subsequently every two weeks (or, where this does not fall on a working day, the first working day thereafter) the Chief Executive Officer of TVS ASPL, TVS EDL and Universal Components or other persons of TVS ASPL, TVS EDL and Universal Components as agreed with the CMA shall, on behalf of TVS ASPL, TVS EDL and Universal Components, provide a statement to the CMA in the form set out in the Annex to this Order confirming compliance with this Order.
8. TVS ASPL, TVS EDL and Universal Components shall ensure that, on 24 February 2020, and subsequently every two weeks (or, where this does not fall on a working day, the first working day thereafter) the person responsible for the management of 3G or other persons of 3G as agreed with the CMA shall, on behalf of 3G, provide a statement to the CMA in the form set out in the Annex to this Order confirming compliance with this Order.
9. At all times, TVS ASPL, TVS EDL and Universal Components shall, or shall procure that 3G shall, actively keep the CMA informed of any material developments relating to the 3G business or the TVS ASPL business, which includes but is not limited to:
 - (a) details of key staff who leave or join the 3G business or the TVS ASPL business;
 - (b) any interruption of the 3G or TVS ASPL business (including without limitation its procurement, production, logistics, sales and employee relations arrangements) that has prevented it from operating in the ordinary course of business for more than 24 hours;

- (c) all substantial customer volumes won or lost or substantial changes to the customer contracts for the 3G or TVS ASPL business including any substantial changes in customers' demand; and
 - (d) substantial changes in the 3G or TVS ASPL business's contractual arrangements or relationships with key suppliers.
10. If TVS ASPL, TVS EDL or Universal Components has any reason to suspect that this Order might have been breached it shall immediately notify the CMA and any monitoring trustee that TVS ASPL, TVS EDL and/or Universal Components may be directed to appoint under paragraph 11.
 11. The CMA may give directions to a specified person or to a holder of a specified office in any body of persons (corporate or unincorporated) to take specified steps for the purpose of carrying out, or ensuring compliance with, this Order, or do or refrain from doing any specified action in order to ensure compliance with the Order. The CMA may vary or revoke any directions so given.
 12. TVS ASPL, TVS EDL and Universal Components shall comply in so far as they are able with such directions as the CMA may from time to time give to take such steps as may be specified or described in the directions for the purpose of carrying out or securing compliance with this Order.

Interpretation

13. The Interpretation Act 1978 shall apply to this Order as it does to Acts of Parliament.
14. For the purposes of this Order:

'the Act' means the Enterprise Act 2002;

'an affiliate' of a person is another person who satisfies the following condition, namely that any enterprise (which, in this context, has the meaning given in section 129(1) of the Act) that the first person carries on from time to time and any enterprise that the second person carries on from time to time would be regarded as being under common control for the purposes of section 26 of the Act;

'business' has the meaning given by section 129(1) and (3) of the Act;

'commencement date' means 10 February 2020;

'control' includes the ability directly or indirectly to control or materially to influence the policy of a body corporate or the policy of any person in carrying on an enterprise;

'the decisions' means the decisions of the CMA on the questions which it is required to answer by virtue of section 35 of the Act;

'key staff' means staff in positions of executive or managerial responsibility and/or whose performance affects the viability of the business;

'the ordinary course of business' means matters connected to the day-to-day supply of goods and/or services by 3G or TVS ASPL/TVS EDL/Universal Components and does not include matters involving significant changes to the organisational structure or related to the post-merger integration of 3G and TVS ASPL/TVS EDL/Universal Components;

'specified period' means the period beginning on the commencement date and terminating in accordance with section 72(6) of the Act;

'subsidiary', unless otherwise stated, has the meaning given by section 1159 of the Companies Act 2006;

'the transaction' means the transaction by which Universal Components and 3G have ceased to be distinct within the meaning of section 23 of the Act;

'TVS ASPL' means TVS Automobile Solutions Private Limited, registered in India (corporate identification number U34100TN2009PTC071439; registration number 71439);

'the TVS ASPL business' means the business of TVS ASPL and its subsidiaries but excluding the 3G business carried on as at the commencement date;

'TVS EDL' means TVS Europe Distribution Limited (company number 07839757);

'the two businesses' means the TVS ASPL business and the 3G business;

'Universal Components' means Universal Components UK Limited (company number 05172752);

'3G' means 3G Truck &Trailer Parts Ltd (company number 07245019);

'the 3G business' means the business of 3G and its subsidiaries carried on as at the commencement date;

unless the context requires otherwise, the singular shall include the plural and vice versa.

Suzanne Van Scheijen

Assistant Director, Mergers

ANNEX

Compliance statement for [TVS ASPL/TVS EDL/Universal Components]

I [insert name] confirm on behalf of [TVS ASPL / TVS EDL/ Universal Components] that:

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the **Relevant Period**):
 - (a) [TVS ASPL / TVS EDL / Universal Components] has complied with the Order made by the CMA in relation to the transaction on 10 February 2020 (the **Order**).
 - (b) [TVS ASPL / TVS EDL / Universal Components]'s subsidiaries have also complied with this Order.
2. Subject to paragraph 3 of the Order, and except with the prior written consent of the CMA:
 - (a) No action has been taken by [TVS ASPL / TVS EDL / Universal Components] that might prejudice a reference of the transaction under section 22 of the Act or impede the taking of any action by the CMA which may be justified by its decision on such a reference, including any action which might:
 - (i) lead to the integration of the 3G business with the TVS ASPL business;
 - (ii) transfer the ownership or control of the TVS ASPL business or the 3G business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the 3G business or the TVS ASPL business to compete independently in any of the markets affected by the transaction.
 - (b) The 3G business has been carried on separately from the TVS ASPL business and the 3G business's separate sales or brand identity has been maintained.
 - (c) The 3G business and the TVS ASPL business have been maintained as a going concern and sufficient resources have been made available for the

development of the 3G business and the TVS ASPL business, on the basis of their respective pre-merger business plans.

- (d) No substantive changes have been made to the organisational structure of, or the management responsibilities within, the 3G business or the TVS ASPL business, except in the ordinary course of business.
- (e) The nature, description, range and quality of goods and/or services supplied in the UK by the 3G business and the TVS ASPL business have been maintained and preserved.
- (f) Except in the ordinary course of business for the separate operation of the two businesses:
 - (i) all of the assets of the 3G business and the TVS ASPL business, including facilities and goodwill, have been maintained and preserved as at the start of the Relevant Period;
 - (ii) none of the assets of the 3G business or the TVS ASPL business have been disposed of; and
 - (iii) no interest in the assets of the 3G business or the TVS ASPL business has been created or disposed of.
- (g) There has been no integration of the information technology of the 3G or TVS ASPL businesses, and the software and hardware platforms of the 3G business have remained essentially unchanged, except for routine changes and maintenance.
- (h) Subject to integration which had occurred prior to the commencement date, the customer and supplier lists of the two businesses have been operated and updated separately and any negotiations with any existing or potential customers and suppliers in relation to the 3G business have been carried out by the 3G business alone and, for the avoidance of doubt, the TVS ASPL business has not negotiated on behalf of the 3G business (and vice versa) or entered into any joint agreements with the 3G business (and vice versa).
- (i) All existing contracts of the 3G business and the TVS ASPL business have been serviced by the business to which they were awarded, except to the extent novated, assigned or subcontracted prior to the commencement date.
- (j) No changes have been made to key staff of the 3G business or the TVS ASPL business.

- (k) No key staff have been transferred between the 3G business and the TVS ASPL business.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the 3G business and the TVS ASPL business.
- (m) Except as permitted by the Order, no business secrets, know-how, commercially-sensitive information, intellectual property or any other information of a confidential or proprietary nature relating to either of the two businesses, has passed, directly or indirectly, from the 3G business (or any of its employees, directors, agents or affiliates) to the TVS ASPL business (or any of its employees, directors, agents or affiliates), or vice versa.
- (n) Except as listed in paragraph (o) below, there have been no:
 - (i) key staff that have left or joined the 3G business or the TVS ASPL business;
 - (ii) interruptions of the 3G business or the TVS ASPL business (including without limitation procurement, production, logistics, sales and employee relations arrangements) that have prevented it from operating in the ordinary course of business for more than 24 hours;
 - (iii) substantial customer volumes won or lost or substantial changes to the customer contracts for the 3G business or TVS ASPL business; or
 - (iv) substantial changes in the 3G or TVS ASPL business's contractual arrangements or relationships with key suppliers.
- (o) *[list of material developments]*

3. [TVS ASPL / TVS EDL / Universal Components] and its subsidiaries remain in full compliance with the Order and will, or will procure that 3G, continue actively to keep the CMA informed of any material developments relating to the 3G or the TVS ASPL business in accordance with paragraph 9 of the Order.

Interpretation

4. Terms defined in the Order have the same meaning in this compliance statement.

I understand that:

5. It is a criminal offence under section 117 of the Enterprise Act 2002 for a person recklessly or knowingly to supply to the CMA information which is false or misleading in any material respect. Breach of this provision can result in **finances, imprisonment for a term not exceeding two years, or both.** (Section 117 of the Enterprise Act 2002.)
6. Failure to comply with this order without reasonable excuse may result in the CMA imposing a **penalty of up to 5% of the total value of the turnover** (both in and outside the United Kingdom) of the enterprises owned or controlled by the person on whom the penalty is imposed. (Section 94A of the Enterprise Act 2002.)

FOR AND ON BEHALF OF [TVS ASPL / TVS EDL / Universal Components]

Signature

Name

Title

Date

Compliance statement for 3G

I [insert name] confirm on behalf of 3G that:

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the **Relevant Period**):
 - (a) 3G has complied with the Order made by the CMA in relation to the transaction on 10 February 2020 (the **Order**).
 - (b) 3G's subsidiaries have also complied with this Order.
2. Subject to paragraph 3 of the Order, and except with the prior written consent of the CMA:
 - (a) No action has been taken by 3G that might prejudice a reference of the transaction under section 22 of the Act or impede the taking of any action by the CMA which may be justified by its decision on such a reference, including any action which might:
 - (i) lead to the integration of the 3G business with the TVS ASPL business;
 - (ii) transfer the ownership or control of the 3G business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the 3G business to compete independently in any of the markets affected by the transaction.
 - (b) The 3G business has been carried on separately from the TVS ASPL business and the 3G business's separate sales or brand identity has been maintained.
 - (c) The 3G business has been maintained as a going concern and sufficient resources have been made available for the development of the 3G business, on the basis of its respective pre-merger business plans.
 - (d) No substantive changes have been made to the organisational structure of, or the management responsibilities within, the 3G business, except in the ordinary course of business.
 - (e) The nature, description, range and quality of goods and/or services supplied in the UK by the 3G business have been maintained and preserved.

- (f) Except in the ordinary course of business for the separate operation of the two businesses:
- (i) all of the assets of the 3G business, including facilities and goodwill, have been maintained and preserved as at the start of the Relevant Period;
 - (ii) none of the assets of the 3G business have been disposed of; and
 - (iii) no interest in the assets of the 3G business has been created or disposed of.
- (g) There has been no integration of the information technology of the 3G or TVS ASPL businesses, and the software and hardware platforms of the 3G business have remained essentially unchanged, except for routine changes and maintenance.
- (h) Subject to integration which had occurred prior to the commencement date, the customer and supplier lists of the two businesses have been operated and updated separately and any negotiations with any existing or potential customers and suppliers in relation to the 3G business have been carried out by the 3G business alone and, for the avoidance of doubt, the TVS ASPL business has not negotiated on behalf of the 3G business (and vice versa) or entered into any joint agreements with the 3G business (and vice versa).
- (i) All existing contracts of the 3G business and the TVS ASPL business have been serviced by the business to which they were awarded, except to the extent novated, assigned or subcontracted prior to the commencement date.
- (j) No changes have been made to key staff of the 3G business.
- (k) No key staff have been transferred between the 3G business and the TVS ASPL business.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the 3G business.
- (m) Except as permitted by the Order, no business secrets, know-how, commercially-sensitive information, intellectual property or any other information of a confidential or proprietary nature relating to either of the two businesses, has passed, directly or indirectly, from the 3G business (or any of its employees, directors, agents or affiliates) to the TVS ASPL

business (or any of its employees, directors, agents or affiliates), or vice versa.

- (n) Except as listed in paragraph (o) below, there have been no:
- (i) key staff that have left or joined the 3G business;
 - (ii) interruptions of the 3G business (including without limitation procurement, production, logistics, sales and employee relations arrangements) that have prevented it from operating in the ordinary course of business for more than 24 hours;
 - (iii) substantial customer volumes won or lost or substantial changes to the customer contracts for the 3G business; or
 - (iv) substantial changes in the 3G business's contractual arrangements or relationships with key suppliers.

(o) *[list of material developments]*

3. 3G and its subsidiaries remain in full compliance with the Order and will continue actively to keep the CMA informed of any material developments relating to the 3G business in accordance with paragraph 9 of the Order.

Interpretation

4. Terms defined in the Order have the same meaning in this compliance statement.

I understand that:

5. It is a criminal offence under section 117 of the Enterprise Act 2002 for a person recklessly or knowingly to supply to the CMA information which is false or misleading in any material respect. Breach of this provision can result in **fining, imprisonment for a term not exceeding two years, or both**. (Section 117 of the Enterprise Act 2002.)
6. Failure to comply with this order without reasonable excuse may result in the CMA imposing a **penalty of up to 5% of the total value of the turnover** (both in and outside the United Kingdom) of the enterprises owned or controlled by the person on whom the penalty is imposed. (Section 94A of the Enterprise Act 2002).

FOR AND ON BEHALF OF 3G

Signature

Name

Title

Date