THE COMPANY DIRECTORS DISQUALIFICATION ACT 1986

COMPETITION DISQUALIFICATION UNDERTAKING

IN RE INTERNATIONAL METAL INDUSTRIES LIMITED (Company number: 11776916) ("IMI")

AND RE: ASSOCIATED LEAD MILLS LIMITED (Company number: C03382580) ("ALM")

AND RE: ROYSTON SHEET LEAD LIMITED (Formerly known as Jamestown Metals Limited) (Company number: 03031508) ('JML')

I, **Maurice Elliot Sherling (sometimes known as Charlie Sherling)**, of [redacted] hereby undertake to the Competition and Markets Authority (**"the CMA"**) on the basis of the conduct set out in the CMA's decision of 4th November 2020 and summarised in the schedule attached to this disqualification undertaking, that in accordance with section 9B of the Company Directors Disqualification Act 1986 ("CDDA 1986"):

I WILL NOT for a period of **3 years**:

a) be a director of a company, act as a receiver of a company's property or in any way, whether directly or indirectly, be concerned or take part in the promotion, formation or management of a company unless (in each case) I have the leave of the court; or

b) act as an insolvency practitioner.

Further, I understand that if I act in contravention of the above disqualification undertaking:

a) I may be prosecuted for a criminal offence; and

b) I may be personally responsible for all the relevant debts of a company.

I confirm that I had the benefit of legal advice before signing this undertaking.

Signed

[redacted]

Maurice Sherling ..... 1st March 2021 .....
Date

Accepted for the CMA by

[redacted]

..... 2 March 2021 .....
Name John McInnes **Date**

Note: the period of disqualification commences at the end of **90 days** beginning with the day on which the disqualification undertaking is accepted by the CMA, and that commencement date is 30 May 2021.

SCHEDULE TO THE COMPETITION DISQUALIFICATION UNDERTAKING GIVEN BY

MAURICE ELLIOT SHERLING

Solely for the purposes of the CDDA 1986, and any matters consequential to the giving of a disqualification undertaking, I do not dispute the following matters:

I have been a *de jure* director of ALM since 1st March 2016.

A. BREACHES OF COMPETITION LAW

1. As found by the CMA in its Decision issued on 4th November 2020 (the **Decision**) and admitted in writing by ALM and IMI on 1st May 2020 in settlement of case 50477 (roofing materials), ALM infringed the prohibition imposed by section 2(1) of the Competition Act 1998 and Article 101(1) of the Treaty on the Functioning of the European Union ('**TFEU**') within the United Kingdom ('**UK**') and within the internal market by participating in 4 agreements and/or concerted practices which had as their object the prevention, restriction or distortion of competition within the UK and/or the internal market.

2. Specifically, as set out in particular in, but not limited to, section 1.4 of the Decision, ALM admitted to participating in the following:

   a) in July 2016, an agreement and/or concerted practice with BLM to share the market, through the allocation of a particular customer by way of a non-aggression pact and/or to fix prices in relation to that customer, including an exchange of commercially sensitive pricing information; and

   b) in August 2016, an agreement and/or concerted practice with BLM to share the market by way of a non-aggression pact and/or to fix prices, including an exchange of information regarding competitively sensitive market and pricing strategy.

   ('**The Infringements**')

3. ALM was incorporated on 6th June 1997 and was an active company during the period of the Admitted Infringements.

B. DETAILS OF UNFITNESS

1. The following aspects of my conduct as a director of ALM were such as to make me unfit to be concerned in the management of a company:

2. As regards the July 2016 infringement (set out in greater detail at paragraphs 3.74 to 3.108 of the Decision):

   a. On 26th July 2016 my co-director of ALM, Graham Hudson, forwarded a text message to me from a director of BLM. The text message included the words, "*...will retrieve the situation this morning and definitely not take orders from your guys*".

   b. Despite having been made aware that a competitor was ostensibly not taking orders from my company's customers (referred to as "*your guys*") I did not take any steps to distance ALM from that infringement of competition law, nor did I report the matter to the authorities.

3. As regards the August 2016 infringement (set out in greater detail at paragraphs 3.109 to 3.134 of the Decision):

a. On 9th August 2016, I received a text message from Mr Hudson, saying "...[Mr Campbell of BLM] *is gloating with regards to how many of our accounts are calling them due to our 10 day delivery time said...it's due to us holding the price if we lose tonnage you know the score! Next breath he wants to go another 100*".

b. Despite Mr Hudson having informed me that a competitor was disclosing pricing information, I did not take any steps to distance ALM from that infringement of competition law, nor did I report the matter to the authorities.

4. I had reasonable grounds to suspect that ALM's conduct constituted a breach of competition law but took no steps to prevent it. The breach of competition law led to ALM being liable for a penalty under the Competition Act 1998, which it has agreed to pay as part of a settlement with the CMA.