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: 03382580) ("ALM")

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

CASE 50477: CMA INVESTIGATION INTO ROOFING MATERIALS

I, **Graham Charles Hudson**, 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 **4 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]

Graham Hudson — **Date** 01/03/21

Accepted for the CMA by

[redacted]

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

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

GRAHAM CHARLES HUDSON

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 was a *de jure* director of Associated Lead Mills from 31st December 1997 until my resignation on 10th October 2014, after which I remained as a *de facto* director of ALM throughout the period of the infringements of competition law described below.

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, under my direction, 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 October 2015, an agreement and/or concerted practice with H.J. Enthoven Limited (trading as BLM British Lead) ('**BLM**'), not to supply Contractor Buying Group Limited ('CBG'), by withdrawing or otherwise refusing to supply, underpinned by an exchange of commercially sensitive information regarding their strategies towards CBG; and

   b) 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

   c) 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; and

   d) in April 2017, a concerted practice with BLM to fix prices through the alignment of prices in respect of certain buying group customers, effected by a unilateral disclosure of commercially sensitive pricing information from BLM to ALM.

   ('**the Infringements**')

3. ALM was incorporated on 6th June 1997 and was an active company during the period of the 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 October 2015 infringement (set out in greater detail at paragraphs 3.56 to 3.73 of the Decision):

   a) On 13th October 2015 Jocelyn Campbell, a director of BLM, called me and we spoke regarding a company called Contractor Buying Group Ltd.

b) I subsequently told the CMA that I would have explained, to Mr Campbell, CBG's plan to supply contractors directly and that ALM/JML was not prepared to supply CBG.

c) Later that day Mr Campbell sent a text message to me that stated, '*Sorted. Supply withdrawn*'.

d) 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 July 2016 infringement (set out in greater detail at paragraphs 3.74 to 3.108 of the Decision):

a) On 25th July 2016, at his request, I called Mr Campbell. Later that day BLM notified Watts Roofing by eFax that it was to increase its prices by £180 per tonne at 8am on 1 August 2016. Watts Roofing was a longstanding customer of ALM.

b) On the morning of 26th July 2016 I spoke by telephone to Mr Campbell. Shortly after we spoke Mr Campbell sent me a text message that included the words "*...will retrieve the situation this morning and definitely not take orders from your guys*".

c) Mr Campbell then sent a second text message to me confirming the price increase would be implemented "today". I forwarded that text message to ALM's National Sales Manager and also to my co-director, Maurice Sherling.

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

a) On 8th August 2016, in response to missed calls from Jocelyn Campbell of BLM, I called him back and we spoke twice.

b) During those telephone calls I discussed pricing information with Mr Campbell and indicated ALM would retaliate commercially against BLM in the event that ALM were to lose sales.

c) In response Mr Campbell disclosed a proposal to increase BLM's prices by £100 per tonne.

d) I did not take any steps to distance ALM from that infringement of competition law, nor did I report the matter to the authorities.

5. As regards the April 2017 infringement (set out in greater detail at paragraphs 3.135 to 3.152 of the Decision):

a) On 25th April 2017 I received a text message from Mr Campbell that included a unilateral disclosure of BLM's competitively sensitive price information, stating "*Down 190 at the buying groups but no blanket adjustment for the rest*".

b) Later that day ALM notified two buying groups of a price reduction of £186 per tonne.

c) I did not take any steps to distance ALM from that infringement of competition law, nor did I report the matter to the authorities.

6. By engaging in the activities summarised above, I contributed to the Infringements and 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.