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Poland: Enforcement of vertical restraints – Practitioner's insight

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ABSTRACT

The article discusses the law and the decisional as well as judicial practice in the area of Polish competition law related to the vertical agreements. The paper puts the issue in the perspective of the overall activity of the Polish NCA and presents a close-up to the vertical restrains. It describes in more detail typical and most frequent restrains such as RPM, and in addition to it, it lists some more specific topics that came to the attention of the Polish enforcer. At last, the article mentions some interesting procedural peculiarities to be noted from the practitioner's perspective.

L'article traite de la loi et des pratiques décisionnelles et judiciaires dans le domaine du droit de la concurrence polonais relatif aux accords verticaux. Il situe la problématique dans la perspective de l'activité globale de l'Autorité de la concurrence polonaise et offre une vue rapprochée des restrictions verticales. Il décrit de façon détaillée les restrictions typiques et plus fréquentes, telles que l'imposition du prix de revente ; il établit en outre une liste de quelques-uns des sujets les plus spécifiques qui ont fait l'objet de l'attention de l'autorité polonaise. En conclusion, l'article mentionne certaines spécificités procédurales qu'il serait opportun de prendre en considération dans une optique pratique.

1. Vertical agreements and vertical restrictions that qualify as prohibited under the Treaty or relevant national laws are bread and butter for competition lawyers across the EU, and that is despite fairly limited hard case involvement of the Commission in the area. If anyone doubted it, the recent (July 2018) Commission decisions issued in relation to various resale price maintenance (RPM) practices of Asus, Denon & Marantz, Philips and Pioneer[1] made clear that the European enforcer has not abandoned the realm that may have seemed neglected since the EU competition law enforcement reform which entered into force on 1 May 2004 (introduced by Regulation 1/2003). In Poland, by contrast, vertical agreements have attracted regular attention of the National Authority over the past two decades and this is reflected in the types of decisions that it has adopted in relation to Article 6 (equivalent of Article 101 of the Treaty) of the 2007 Polish Act on the protection of competition and consumers[2] (referred to as "Polish competition law") to date.

2. Vertical agreements, being basic instrument of doing business, very common and easily accessible (and detectable), used to be a significant point of focus for the Commission prior to 2004 reforms. Since 1 May 2004, the businesses have been bound to manage their operations by way of self-assessment on the basis of a dedicated legal framework—i.e., Regulation 330/2010 and the Commission's Guidelines on Vertical Restraints.[3] As a result, vertical restraints have attracted the attention of the Commission only from time to time—mainly on the occasion of preliminary rulings being a result of questions asked by the national courts dealing with local cases. The *Coty* judgment[4] is a clear demonstration of this conclusion.

3. The landscape in Poland has been quite different. Self-assessment has always been the reality here ever since the emergence of competition law and the verticals have always been vividly present on the Authority's agenda. The key focus was, however, predominantly RPM with limited examples of other vertical restraints. In any case, the Polish practice seems to be quite a good representation

1 *Asus*, AT. 40465, *Denon & Marantz*, AT. 40469, *Philips*, AT. 40181 and *Pioneer*, AT. 40182, decision dated 24 July 2018.

2 Act of 16 February 2007 on protection of competition and consumers (*Journal of Laws* No. 50, item 331, with subsequent amendments, including the major amendment in 2014 (introduced personal liability of managers for anti-competitive agreements and leniency plus), entered into force in January 2015 and amendments of 2015) related to collective consumers interests' infringements' procedure, entered into force in April 2016.

3 Commission's Notice, [2010] OJ C130/1.

4 Case C-230/16 *Coty Germany*, EU: C:2017:941.

of the approach of many European authorities that have consistently[5] chased RPMs and have looked more carefully at various vertical restrictions.

4. The substantive legal framework for verticals in Poland is pretty similar to the European one. The scope of the prohibition is nearly identical, and the Polish block exemption regulation[6] reiterates the European one (which actually poses problems from time to time since some legal definitions introduced therein do not always conform to the definitions accepted and applicable under the basic competition act). There are no guidelines though and procedural aspects differ. Also, in the area of verticals, some problems and issues arose and were developed by jurisprudence, which is noteworthy.

I. Verticals and RPMs in Poland: In the context of overall national decisional practice

5. For years, a great majority of decisions issued by the Polish Competition Authority (which is the president of the Office for Competition and Consumer Protection, in Polish: Prezes Urzędu Ochrony Konkurencji i Konsumentów, referred to as "UOKiK," "NCA" or "Polish Competition Authority") were decisions concerning abuse of dominance. In 2012 for example, there were 67 decisions on abuse of dominance and 19 on prohibited agreements (out of which 11 concerned verticals). In 2014 still 45 decisions were on dominance and 18 on prohibited agreements.[7] This pattern started to change in 2015 when the number of abuse of dominant position decisions dropped down to 22 and further on to 12 in 2016. While some may argue that this is a result of an overall decrease in the number of decisions adopted during the past three years,[8] the figures for 2017 suggest that enforcement priorities have in fact changed. Out of 19 decisions issued in 2017 only 6 concerned abuse of dominance, whereas the remaining decisions involved horizontal agreements. Importantly, one of the top priorities enforced for the last few years was countering bid rigging. The Polish enforcer regularly issues a number of decisions related to bid rigging. The majority of those decisions refer to local markets and identify typical mechanisms of illegal conduct which occur under public procurement proceedings. In fact, only a limited number of those decisions reach a judicial review stage.

6. This does not mean that UOKiK has lost its interest in verticals nowadays; its currently pursued investigations indicate some of the next cases on the Authority's agenda.[9] One should take as certain that out of many matters that may relate to verticals, resale price maintenance will be continuously the Polish NCA's enforcement priority.[10] Despite the absence of any decisions related to RPM in 2017, the statistics in preceding years indicate that a great majority of decisions pertaining to vertical relations focused on some form of RPM. Hence, naturally, the majority of discussions over the Authority's decision-making practice as well as case law refers to RPM.[11] This is also due to the fact that only a limited number of undertakings found to have abused their dominant position challenge the NCAs decisions before the Court for the Protection of Competition and Consumers (the fined entities usually submit to the decisions and pay their fines). By way of example: in 2017 only one court ruling related to a decision on the abuse of dominant position, while at 7 verdicts concerned verticals and 5 – horizontal agreements.

II. Is each downstream price reference or price setting a prohibited RPM?

7. The Polish Competition Authority clearly targets minimum and fixed prices. In 2016, as a typical example, the Polish NCA condemned the conduct of Termet, a producer of boilers and water heaters, which set minimum resale prices with its distributors.[12] The producer was not successful before the Authority in demonstrating that the resale prices were only recommendations (as it was formally provided in the relevant agreements with distributors); the UOKiK described in detail the methods (such as price display, price reports, competing

5 *See* F. Wijckmans, Vertical restrictions and competition law: An overview of EU and national case law, *e-Competitions Bulletin*, Special Issue on Vertical Restrictions, 30 August 2018.

6 Council of Ministers decree dated 30 March 2011, *Journal of Laws* No. 51, item 441.

7 All figures are derived from the official reports of the UOKiK for 2012, 2013, 2014, 2015, 2016, 2017 downloaded from www.uokik.gov.pl (2 January 2019), also available in English on the OECD website: http://www.oecd.org/daf/competition/annualreportsbycompetitionagencies.htm.

8 The explanation consistently provided by the Authority in its yearly report for last three years is that it started to promote "soft" interventions (simply put, an intervention of the authority without initiating a formal proceedings). Such interventions started in 2014 when 11 of the cases were settled this way. In 2016 the Authority completed 37 out of 44 total "soft" interventions and continues this enforcement policy until now.

9 Please *see* news on a possible challenge of Brother: https://globalcompetitionreview.com/article/1175599/poland-probes-brother-for-resale-price-maintenance.

10 This was confirmed during the 20 October 2018 conference by the director of the Competition Protection Department Dr Wojciech Dorabialski; the conference was the occasion to promote the Polish edition of the Frank Wijckmans and Filip Tuytschaever's third edition of *Vertical Agreements in EU Competition Law* by Oxford University Press; the Polish edition was published by Wolters Kluwer in 2018.

11 *See* D. Aziewicz, Resale Price Maintenance in Poland – Further Steps to its Liberalization or Stuck in a *Status Quo*?, *Yearbook of Antitrust and Regulatory Studies*, Vol. 2016, 9(13).

12 Decision No. RKT-8/2016, the decision is challenged with the Competition and Consumer Protection Court.

distributors price reviews, etc.) that enabled Termet de facto to enforce certain levels of resale prices.[13] At the same time, the Polish Authority recalled that price recommendations are legitimate as long as they remain only non-binding recommendations.

8. Similarly, in yet another 2016 decision, the president of UOKiK fined SCA Hygiene Products for imposing minimum resale prices on its distributors for orders placed by institutional clients such as hotels, restaurants or shops[14] in relation to a popular brand's (Tork) products. Again, minimum resale prices were enforced in a number of ways, including price monitoring via a dedicated software, regular communication on the expected price levels, defining the price setting methodology, price signalling in cases where a distributor was to deviate from the "official" price list's level.

9. Interestingly, not all references to a resale price may qualify as prohibited in the Authority's view. In its decision on the discontinuation of administrative proceedings addressed to WIŚNIOWSKI (producer of inter alia: garage gates, anti-burglary doors and exterior gates),[15] the Polish NCA admitted that attaching price lists to wholesale agreements did not amount to harmful conduct since—in the case at hand—the retail price list was purely applied as reference for transaction price (as a sort of "retail minus" mechanism) between the producer and the wholesaler.

10. There is also no doubt that maximum prices are accepted. In the view of the Court of Appeal in Warsaw,[16] "*setting maximum resale prices can be advantageous for consumers (final users) since they help to keep retail prices at a low level or even to make them lower. They* [the maximum resale prices] *also give an incentive to look for efficiencies in lowering the costs since this is the only way to raise their profit. As a result, such mechanisms may eliminate inefficient distributors* (…) *maximum resale price agreements bring about more benefits than negative effects to the overall economy and consumers.*"

11. Historically, the Polish NCA made its negative legal qualification of a contractual prohibition to sell below purchase price. In *Xella* (construction elements producer) decision of 2008[17] the UOKiK accepted the producer's and distributors' commitments to withdraw from the challenged provisions. At the same time, the Polish NCA qualified the provision in question as clearly anti-competitive by object since its very nature was simply the setting of a minimum price.

12. Finally, it should be noted that while the echo of RPM qualification as a hardcore restriction is present in the NCA's decisional practice and the court case law, some flexibility can be also found. In 2011 the Polish Supreme Court concluded that fixed resale prices are *in abstracto* always questionable regardless of the particular values that law protects.[18] Therefore, the practice in question is prohibited by object. The court acknowledged that there may be circumstances in which applying fixed resale prices may be pro-competitive, although it generally expressed the binding nature of legal qualification that should be applied with respect to this type of practice.

13. An attempt to consider RPM under individual exemption was made in the famous *Sfinks* case that was adjudicated by the court of appeal on 10 January 2018.[19] A decision by the Polish NCA was adopted in June 2013.[20] The Authority qualified agreeing on fixed prices of the menus in popular franchise restaurants under the brand Sfinx (the chain of 110 restaurants in Poland; the same brand operates under franchise as well as in vertically integrated manner) as a prohibited anti-competitive agreement. The Authority fined the franchisor with a fine amounting to PLN 464,228.92 (approx. EUR 110,000).[21] The case had gone through two instances twice and notably, at the second round, the court was required to look at the possible individual exemption criteria and assess whether the criteria were met by Sfinks. The first instance court (and the court of appeal) came to the conclusion that the appellant had failed to demonstrate to the required standard that the individual exemption criteria were met. Both courts have found the evidence and arguments presented by Sfinks as merely "theoretical" since they referred only to general benefits (including efficiencies) that could be attributed to the application of fixed prices in menus in such chain restaurants. Nevertheless, despite maintaining the NCA's legal qualification, the court of appeal reduced the fine based on its findings as to the marginal actual or even hypothetical negative effect of the practice in question. The reduction in the amount of the fine was substantive as the fine went down nearly 10 times (down to PLN 50,000; ca. EUR 11,000).[22]

13 *See also* report in *e-Competitions Bulletin*, 19 December 2017: https://www.concurrences.com/en/bulletin/news-issues/december-2016/the-polish-competition-authority-fines-gas-boilers-and-water-heaters-producer.

14 Decision No. DOK-2/2016, the decision is challenged with the Competition and Consumer Protection Court.

15 Decision No. RLU-410-4/13/EW, final and valid.

16 Court of Appeal in Warsaw; verdict dated 8 May 2014 r., Case No. VI ACa 626/13; own translation.

17 Decision No. DOK-3/2008.

18 Supreme Court's ruling dated 23 November 2011, Case No. III SK 21/11.

19 Court of Appeal in Warsaw; verdict dated 10 January 2018 r., Case No. VII AGa 828/18.

20 Decision No. DOK-1/2013.

21 *See also* comments from A. Stawicki, Franchise networks under siege from the Polish competition authority over alleged RPM arrangements, *Kluwer Competition Law Blog*, 23 July 2013.

22 *See* report in *e-Competitions Bulletin*, 10 January 2018: https://www.concurrences.com/en/bulletin/news-issues/january-2018/the-warsaw-court-of-appeal-confirms-that-resale-price-maintenance-in-franchise.

III. Other vertical restraints in the UOKiK's decisional practice

14. In the past, the Polish NCA has dealt with some other forms of vertical restraints qualified as prohibited under the relevant provisions of Polish competition law.

15. The UOKiK has challenged "exclusive supply" in an agreement between a DIY chain and a decorative paint producer.[23] The above undertakings have simply agreed that particular mix of paints would be available exclusively in one and single DIY chain (Leroy Merlin). After a proceeding that has been going on for months, the Authority ultimately came to its conclusions and found that the agreement should be exempted under the Polish vertical block exemption regulation. In the case of an "exclusive purchase" clause by which the baking yeast producer has bound its distributors to purchase the goods in question only from him as sole supplier, the Authority has adopted a prohibition decision that was subsequently quashed by the two judicial instances.[24] The courts have recognised that such exclusive purchase provision is not a hardcore restriction and that it should be assessed in the light of the facts in the case (such as overall number of distributors bound by the restriction, impact on market entry, duration and actual execution of the clause in question, etc.).[25]

16. The wave of the cases involving Internet sales bans or Internet sales prices limitations seems still to come. However, a few cases are to be noted: in 2015 kid's pram producers Coneco and Tutek banned their distributors from selling over the Internet below their minimum resale prices.[26] While both producers were fined, in the same year, the Emmaljunga prams' distributor—Investment Trading Consulting—managed to avoid being fined and went away with a commitment decision where it committed to remove a ban on Internet sales from its written contracts.[27] Notably, the company was unsuccessful in evidencing that the nature of its products and its safe handling required a face-to-face training for customers. The recent announcements on investigations support the warning for those operating upstream who would attempt to interfere with Internet sales prices settings.[28]

17. The Polish Authority also condemned introducing a provision which combined priority right with an "English Clause" in an agreement between the Polish Football Association (PZPN) and Canal+. In its 2006 decision,[29] the UOKiK found a clause on Canal+ priority in obtaining a licence to broadcast Polish League football matches anti-competitive. The anti-competitive effect was defined as shifting the decision-making power from PZPN to Canal+. This was due to the fact that Canal+ privilege was to have priority right and a "matching offer" right by which it could benefit from not having to pay a premium over a competitor's offer. Similar conducts were defined in 2009 in a commitment decision adopted in relation to a vertical agreement between two telecom operators.[30]

18. The Polish competition watchdog has sent a signal that it would not tolerate crossing the lines of vertical block exemption. In its 2011 decision issued against a Polish chemical producer Grupa INCO (producing popular brands of washing liquids and agrochemical products for home gardening), the Authority condemned some constrains that Grupa INCO imposed on its distributors in addition to the practice of RPM. The producer required its written consent for the sale of products to certain categories of retailers (countrywide shop chains) which it reserved to itself. The Authority has qualified the provision as a limitation of passive sales (not benefiting from block exemption) and has fined the company for imposing a hardcore restriction.

19. The other interesting type of price restriction that was subject of one of UOKiK's decisions and was followed by the relevant court's ruling[31] was the setting of prices for members of a purchasing group. Initially, the provision in the agreement between a supplier and a company representing final purchasers whereby the parties have set prices at which products were supposed to be sold to the purchasing group members was condemned and fined as illegal price fixing. Both instance courts have, however, quashed the decision and qualified the company representing the group members (vis-à-vis the supplier) as their agent.[32] The courts have not identified any anti-competitive effects of the above provision and emphasised that the members of the purchasing group had not been by any means discouraged as a result of the above provision from competing downstream for their customers.

20. Vertical relations have also been discussed from the perspective of a potential vehicle for horizontal coordination. The three paint/chemical producers Polifarb Cieszyn-Wrocław, Tikkurila and Akzo Nobel have engaged in resale price coordination with a DIY and in decisions addressed to the three the UOKiK

23 Decision No. RKT-47/2009.

24 *See* the final ruling of the Court of Appeal dated 25 February 2010, Case No. VI ACa 61/09.

25 For more comments on the case please *see*: M. Modzelewska de Raad, More economic approach to exclusivity agreements: how does it work in practice? Case comment to the judgment of the Court of Appeals in Warsaw of 25 February 2010 – *Lesaffre Polska*, *Yearbook of Antitrust and Regulatory Studies*, Vol. 2011, 4(5), pp. 267–275.

26 Decisions No. RKT nr 42/2014 and RLU nr 25/2014.

27 Decision No. RGD 2/2015.

28 *See* below the passage on down raids at sports equipment producers and music instruments producers conducted in 2018.

29 Decision No. DOK-49/06.

30 Decision No. DOK-6/2009.

31 *See* the final ruling of 24 September 2015, Case No. VI ACa 1096/14.

32 The decision was criticised by the Polish doctrine: *see* comments of Prof. Agata Jurkowska-Gomułka in: *Ustawa o ochronie konkurencji i konsumentów. Komentarz*, red. T. Skoczny, first edition, Warszawa, 2009, p. 390.

has condemned such practices.[33] Although the Polish NCA has not identified a stand-alone "hub-and-spoke" practice, in all three decisions (independently) the role of a hub has been attributed to the supplier (being the paint and varnish producer), and the horizontal effect of price coordination among the DIY has also been described.[34]

IV. Procedural particularities related to verticals

1. Agreement involving one party?

21. The decisional practice of the Polish Authority has not been consistent in terms of identifying addressees of vertical (RPMs) decisions. Initially, it seemed that UOKiK has addressed its decisions to all parties involved in an illegal practice. This is why in 2011,[35] conducting proceedings and issuing decisions only against the distribution system operators (suppliers) emerged as a novelty. As it is apparent from the available analyses,[36] since the end of 2011 such approach has been applied in many UOKiK's decisions (although sometimes inconsistently). In particular, between 2011 and 2014 approximately two thirds of its decisions on restrictive agreements were addressed only to manufacturers or suppliers. This pattern was reversed in 2015 when the Authority returned to addressing its decisions to all participants to anti-competitive agreements.[37]

22. The judgment of the Polish Supreme Court of 4 October 2017[38] supported the decisional practice of the NCA and confirmed its right to address decisions to selected entities only. The ground for these conclusions was purely procedural. In simple terms, the Supreme Court's opinion is that since the decision must be addressed to the parties to a proceeding, it is up to the Authority to select those parties and the NCA enjoys wide discretion in this regard. The Polish Supreme Court provided the following guidance to the Authority: when deciding on determining the party to the proceeding, "[the Authority] *is obliged to determine which subjective scope would fit best to achieve the purpose of the proceedings, that is ensuring undistorted competition in the market. The optimal state is to include in the proceedings the widest possible range of participants of vertical agreements, considering the circumstances of conclusion and implementation of a particular agreement as well as effective fulfillment of objectives of the proceedings involving anti-competitive agreements.*" There is little to be added with one exception: the decision should clearly identify the parties (perhaps, even non-exhaustively) to an anti-competitive agreement; the Supreme Court therefore seems to accept a decision with no clear listing of distributors involved in an anti-competitive conduct. Such discretion is hard to accept since it may lead to paradoxes such as, e.g., in one of the decisions addressed to the operator of a distributor's system (wholesaler of ski equipment), the only other party to the proceedings was … a distributor who has filed a leniency application.[39] Such approach clearly puts leniency applicants in a disadvantageous position: in case of another proceeding it will be treated as a recidivist while others—who simply remained silent—will be "awarded" with a carte blanche vis-à-vis the Authority.

2. Leniency for verticals and other (selected) detection instruments

23. While the European regime provides for a leniency programme for cartels (defined as horizontal agreements), Polish competition law provides for such an opportunity to avoid the fine in case of involvement in a vertical anti-competitive agreement. Although there are no precise statistics available in this respect, one may assume that a great majority of the leniency applications made with the NCA since 2004[40] (when the opportunity was introduced by relevant regulations) relate to verticals. The total figures are generally not impressive though. The record of submissions took place in 2012—16 applications were filed, but there were years (such as 2011, 2013, 2015 and 2016) when the total number of leniency applications ranged from 2 to 5. Certainly, applications related to verticals boosted the overall number of cases related to vertical restraints' type of infringements.

24. Despite rather low efficiency of leniency (in particular, in relation to hardcore cartels), the amendments to laws introduced in 2014 rolled out leniency plus, which may also be applied to vertical agreements. There are no reports on how many leniency plus applications have been filed to date. The Authority is in any case constantly looking at raising its detection rate. In 2017 a dedicated programme for signalists was launched. The Authority is offering to protect the "information source" who can use a dedicated phone line and e-mail address. The first results of this new instrument could be seen recently, in October 2018, when the UOKiK announced commencement of an investigation into printer producer Brother's alleged resale price maintenance. The press release revealed that the Authority's intervention started with an anonymous signal followed by a dawn raid at the company's premises.

33 Decisions are: in relation to *Polifarb Cieszyn-Wrocław* – DOK-107/06, *Tikkurila* – DOK-4/2010, *Akzo Nobel* – DOK-12/2010.

34 For more comments on these cases, please refer to A. Bolecki's article, Polish antitrust experience with hub-and-spoke conspiracies, *Yearbook of Antitrust and Regulatory Studies*, Vol. 2011, 4(5).

35 Decision No. DOK-10/2011.

36 M. Kolasiński, Czy istnieją "jednostronne porozumienia" ograniczające konkurencję?, *CARS Working Papers*, 2017/1.

37 Ibid., pp. 10–11.

38 Case No. III SK 47/16.

39 Decision No. DOK-7/2013

40 It was introduced in 2004 as Article 103a to the relevant Polish competition act of 2000; the change was published in the act of 16.04.2004 r. *Journal of Laws* No. 93, item 891).

25. Obviously, the powerful investigative instrument of dawn raids is applied to detect illegal vertical restraints. It seems that the Polish Authority has recently been eager to use it in the area of vertical relations: in 2017 there were 9 of such dawn raids (overall), including dawn raid at Allegro's premises (the Authority is investigating whether Allegro had infringed competition by favouring its own Internet shops sales through the introduction of particular changes in the operation of their platform). At the beginning of June 2018, the UOKiK confirmed that it had conducted 6 dawn raids at the company's premises. The NCA's official statements indicate at least two vertical cases in relation to which dawn raids were launched in 2018: one mentions a sports clothing and equipment producer who allegedly entered into illegal collusion with its distributors, the other concerns a branded music instruments producer—Yamaha, as it was later announced in December 2018—who allegedly set resale prices with distributors selling over the Internet.[41]

V. Summary conclusion

26. While in Europe some may consider putting vertical restraints in a competition *lamus*, certain issues seem to appear often in the decisional practice of CAs across Europe. The Polish NCA is a good example of an active involvement—in particular—in RPM matters, which are regularly defined as enforcement priority for the Polish watchdog. In order to enforce it and enhance deterrence, the UOKiK frequently employs heavy-duty instruments and fines companies involved in these types of infringements. Thus, this matter is vividly present also at the Polish doctrine level. Surprisingly enough though, until the most recent release of the translation of Frank Wijckmans and Filip Tuytschaever's third edition of *Vertical Agreements in EU Competition Law* by Oxford University Press, there has been no thorough elaboration of the subject in Polish; the Polish edition, which additionally contains Polish civil and competition law input,[42] was published by Wolters Kluwer in 2018. No doubt, it will be in use. ■

41 On 5 December 2018, the UOKiK announced starting formal proceedings against Yamaha Music Europe; the alleged infringement was lasting as early as from 2004 and involved setting minimum resale prices over Internet sales, *see*: https://uokik.gov.pl/aktualnosci.php?news_id=15010.

42 The book was translated by Joanna Kruk-Kubarska, Antonina Falandysz-Zięcik and Agata Jurkowska-Gomułka and the authors of the Polish law parts are Agata Jurkowska-Gomułka, Małgorzata Modzelewska de Raad (competition law part, jointly) and Olga Sztejnert-Roszak (civil law part).

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