



COMPETITION APPEAL TRIBUNAL

NOTICE OF A CLAIM UNDER SECTION 47A OF THE COMPETITION ACT 1998

Case No: 1757/5/7/25

Pursuant to Rule 33(8) of the Competition Appeal Tribunal Rules 2015 (S.I. 2015 No. 1648) (the “Tribunal Rules”), the Registrar gives notice of the receipt of a claim for damages (the “Claim”) on 8 December 2025, subsequently amended on 20 February 2026, under section 47A of the Competition Act 1998 (the “Act”), by MoreThanAV Limited (the “Claimant”) against Bang & Olufsen A/S (“B&O” and the “Defendant”).

The Claimant claims damages for infringements of Section 2(1) of the Act (“the Chapter I prohibition”) relating to B&O’s operation of a selective distribution system (“SDS”).

The Claimant is a company incorporated in England and Wales. It states it provides procurement and purchasing support, logistics/export coordination and related services in respect of B&O products. Since October 2024, the Claimant states its business has predominantly included acting as a purchasing and logistics agent for purchasers of B&O products outside of the United Kingdom. Previously, the Claimant has traded in “new old stock”, ex-demonstration, and other categories of product which may fall outside the scope of the SDS.

The Claimant states that it does not present itself as an authorised dealer of B&O products and does not compete at the retail level for the sale of new B&O products.

According to the Claimant, the Defendant, B&O, is a manufacturer and supplier of premium consumer electronics headquartered in Denmark. B&O supplies and distributes new B&O products in the UK through a SDS comprising (among other channels) B&O operated retail outlets and independent authorised dealers/resellers appointed under SDS arrangements.

The Claimant states it has traded in B&O goods since at least 2006 in various capacities. The Claimant states that B&O was aware of the Claimant’s business model and tolerated its supply of B&O products. B&O was also aware when, in October 2024, the Claimant began conducting business in a disclosed agency model whereby the Claimant operated as an intermediary between a foreign based purchaser and an authorised dealer.

From at least December 2025 the Claimant states that B&O instructed authorised dealers to refuse to supply identified purchasers where those purchasers had appointed the Claimant as a disclosed purchasing/logistics agent. Dealers treated those instructions as binding and as a condition of continued authorisation within the SDS arrangements. The practical effect was that authorised dealers refused or would refuse to supply identified purchasers once the Claimant was identified as an agent thereby preventing the Claimant from carrying out its agency services and preventing those purchasers from obtaining B&O products through their chosen lawful procurement route.

The Claimant claims that for the purposes of the Claim, the relevant market is the supply of new Bang & Olufsen branded consumer electronics products, and the related procurement services market for acquisition of such products. The geographic market is at least the United Kingdom.

The relevant arrangements include SDS arrangements (or other vertical arrangements). The SDS arrangements govern the conditions under which new B&O products may be sold by authorised dealers, including obligations designed to prevent supply to unauthorised resellers and/or sales outside designated territories and customer groups.

The Claimant alleges that B&O infringed the Chapter I prohibition on two principal grounds.

First, that B&O’s enforcement of the SDS is discriminatory and non-uniform. The Claimant claims that B&O knowingly facilitated or tolerated export-orientated, out-of-market supply of new B&O products while

excluding otherwise identical transactions solely because the Claimant was involved as a disclosed agent for identified purchasers.

The Claimant alleges that this has been facilitated by B&O's use of undefined and shifting labels (including "dealer", "reseller", "distributor" and "unauthorised reseller") in its SDS communications and compliance expectations. This ambiguity encourages over-compliance by authorised channel partners and allows B&O to widen or narrow the asserted scope of restrictions depending on audience, making enforcement opaque and selectively applied.

The Claimant alleges that B&O's conduct restricts competition by foreclosing both the Claimant from the market for procurement/purchasing-agent services in relation to new B&O products, and end purchasers from using their chosen procurement route to obtain those products. The Claimant pleads both actual foreclosure effects and, in the alternative, the likely effects inferred from the systematic application of the refusal policy.

The Claimant contends that there is no objective justification for treating Claimant appointed transactions differently. In particular, B&O's reliance on territorial or "designated territory" concerns is not objectively justified or proportionate (and fails to satisfy the *Metro* criteria) where B&O tolerates materially equivalent export-oriented supply through brand-controlled / prestige channels. The Claimant alleges it is not necessary nor proportionate for B&O to exclude transactions involving disclosed purchasing agents given it can verify end users through product activation, account registration, software download and update mechanisms. Furthermore, B&O's territory bounded criteria are not applied in practice in an objective or transparent manner as substantial cross-border supplies outside designated territories are facilitated through brand controlled and prestige retail channels and/or UK freight forwarding arrangements.

Second, the Claimant claims that B&O's policy prevents authorised dealers from making sales in response to unsolicited requests from end purchasers where the end purchaser has appointed the Claimant as a disclosed purchasing agent, even though the authorised dealer would invoice and supply the end purchaser directly. The restriction operates irrespective of destination or customer type and is triggered by the Claimant's involvement as a disclosed agent.

In particular, the Claimant alleges that B&O's characterisation of the Claimant's disclosed purchasing-agent activity as prohibited supply to an "unauthorised reseller" also depends on an elastic use of terminology which fails to distinguish: (i) a purchasing agent acting for an identified end purchaser (where the authorised dealer invoices and supplies the end purchaser), from (ii) a commercial reseller acquiring for onward resale. The Claimant submits that this terminological ambiguity is itself part of the mechanism by which passive sales to end purchasers are prevented.

The Claimant alleges that insofar as B&O prevents authorised dealers from responding to unsolicited requests from end users (including those acting through disclosed purchasing agents), it engages the principles applicable to restrictions of passive sales. The Claimant alleges that this would be a hardcore restriction for which no exception applies and amounts to a restriction of competition by object and/or effect.

The Claimant alleges that but for B&O's instruction and enforcement of the refusal policy, the transactions which have otherwise involved the Claimant would have proceeded as authorised dealer-to-end purchaser sales in the ordinary course of trade.

The Claimant seeks relief in the form of:

- (1) Damages in respect of losses already suffered and continuing losses arising from the pleaded conduct with quantum to be assessed;
- (2) Interest;
- (3) A declaration that the conduct infringes the Chapter I prohibition, including any ongoing or continuing application of the same refusal policy;
- (4) Costs; and
- (5) Such further or alternative relief as the Tribunal considers just.

Further details concerning the procedures of the Tribunal can be found on its website at www.catribunal.org.uk. Alternatively, the Tribunal Registry can be contacted by post at Salisbury Square House, 8 Salisbury Square, London EC4Y 8AP, or by telephone (020 7979 7979) or email (registry@catribunal.org.uk). Please quote the case number mentioned above in all communications.

Charles Dhanowa CBE, KC (Hon)
Registrar

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