



Competition Act 2010 [Act 712]

Decision of Competition Commission

Infringement of Section 4(2)(a) of the Competition Act 2010 by Twenty-Four (24) Ice Manufacturers of Kuala Lumpur, Selangor, and Putrajaya

30 January 2015

(No. MyCC.700.2.0001.2014)

TABLE OF CONTENTS

1. INTRODUCTION	3
2. THE ENTERPRISES SUBJECT TO THE PROCEEDINGS	4
2.1 The Enterprises Subject to the Proceedings	4
3. PROCEDURE	7
3.1 The Investigation	7
3.2 Proposed Decision	7
3.3 Written Representations	7
3.4 Oral Representations	8
4. FACTS OF THE CASE	8
5. APPLICATION OF SECTION 4(2)(a) OF THE ACT	14
5.1 Infringement of Section 4(2)(a) of the Act	14
5.2 Legal Assessment	16
6. FINANCIAL PENALTIES	20
7. CONCLUSION	25

1. INTRODUCTION

1. On 24 December 2013, an announcement was made by twenty-six¹ (26) ice manufacturers which operate mainly in Kuala Lumpur, Selangor, and Putrajaya to collectively raise the price of edible tube ice by RM0.50 per bag and the price of block ice by RM2.50 per big block respectively with effect from 1 January 2014². The said announcement was featured in local newspapers, in particular: The Sun, Harian Metro, Malaysia Nanban and Sin Chew Daily.

2. The Commission initiated an investigation under Section 14(1) of the Competition Act 2010 ('the Act'). Following this investigation and having given the enterprises an opportunity to be heard, the Commission has determined that twenty-four (24) enterprises have infringed Section 4(2)(a) of the Act by entering into an agreement that has as its object to fix, directly or indirectly, the selling price of edible tube ice and the price of block ice within Malaysia. The Commission has imposed financial penalties and directions it deemed appropriate on all twenty-four (24) enterprises. Two (2) enterprises were treated as a single economic unit. One (1) enterprise was not found to have infringed the Act.

¹ This figure was based on the names of enterprises stated in the announcement. However, this figure was reduced to twenty-four (24) as two (2) of these were treated as a single economic unit. Meanwhile one (1) enterprise was not found to have infringed the Act.

² Source: Extract of the announcement made by the enterprises that was featured in The Sun, Harian Metro and Sin Chew Daily on 24 December 2013.

2. THE ENTERPRISES SUBJECT TO THE PROCEEDINGS

2.1 The Enterprises Subject to the Proceedings

3. Table 1 provides the details of enterprises that have been found to have infringed Section 4(2)(a) of the Act.

Table 1: Enterprises found to have infringed Section 4(2)(a) of the Act

No.	Enterprise(s)	Address
1.	Atlas Edible Ice Sdn. Bhd. (198860-X)	190, Jalan Sungai Besi, Kuala Lumpur
2.	I-Bing Tube Ice Sdn. Bhd. (674381-W)	Lot 15, Jalan Industri Mas 7, Taman Mas 47100 Puchong, Selangor
3.	BNI Sdn. Bhd. (487305-K)	7244, Tingkat 1, Lorong Chempa, 12000 Butterworth, Pulau Pinang
4.	Chuan Heng Trading (Kajang) Sdn. Bhd. (603491-U) ³	6B-8B & 6B-8D, IMJ 1, Taman Industri Malim Jaya, Melaka
	Kajang Crystal Ice Sdn. Bhd. (453614-A)	53, Jalan Manis 3, 56100 Kuala Lumpur, Wilayah Persekutuan
5.	SP Edible Ice Sdn. Bhd. (1015439-V)	No.6, Tingkat 1, Suite 2, Lebuh Tenggiri 2, Bandar Seberang Jaya, 13700 Prai, Pulau Pinang

³ Note:

* The Commission was given a statement that Chuan Heng Trading (Kajang) Sdn. Bhd. and Kajang Crystal Ice Sdn. Bhd. share the same financial account. Hence, the Commission decided that these two enterprises are a single economic unit.

ENCLOSURE 1

6.	Everest Aisvaram Sdn. Bhd. (613655-M)	Lot 205B, Jalan Damai, Off Batu Belah, 41050 Klang, Selangor
7.	Fui Wah Enterprise Sdn. Bhd. (713495-M)	No.1, Jalan 6/7, Kawasan Perusahaan Seri Kembangan, 47301 Seri Kembangan, Selangor
8.	KFI Coldstorage Sdn. Bhd. (493872-P)	Complex Pasar Borong Selangor, P.O. Box 110, Jalan Seri Kembangan, 43300 Puchong Selangor
9.	Pacific Tube Ice Sdn. Bhd. (719718-H)	No 6 & 8, Lorong Sungai Beting 11 Off Jalan Kapar, Rantau Panjang, 41400 Klang, Selangor
10.	Shukor Sakam Ais Rintik-Rintik Sdn. Bhd. (578613-D)	Lot 721, Batu 12, Jalan Cheras Kajang, 43200 Selangor
11.	Perfect Tube Ice Sdn. Bhd. (351726-U)	Lot 42, Jalan Sri Ehsan, Kepong Entrepreneurs Park, 52100 Kuala Lumpur, Wilayah Persekutuan
12.	SJ Ice Sdn. Bhd. (640597-T)	No 35, Jalan Bukit Permai Utama 3, Taman Bukit Permai, 56100 Cheras, Selangor
13.	Sunflower Heritage Sdn. Bhd. (533866-A)	No. 22, Jalan TS 6/5, Taman Industries Subang, Subang Jaya, 47500 Selangor
14.	Twilight Tube Ice Sdn. Bhd. (308272-T)	No 2, Jalan Dagang 10, Taman Dagang Jaya 68000 Ampang, Selangor
15.	Wai Mah Trading (000895329-T)	No.1, Jalan Seksyen 1/17, Taman Kajang Utama, 43000 Kajang,

		Selangor
16.	Jade Tube Ice Manufacturing Sdn. Bhd. (401831-W)	No 1138, Kampung Hilir Sungai, 48000 Rawang, Selangor
17.	Thien Nam Sdn. Bhd. (389367-H)	No 27, Jalan Utama 2/30, Taman Perindustrian Puchong Utama, 47100 Puchong, Selangor
18.	Ocean Land Sdn. Bhd. (17361-D)	Batu 2, Jalan Klang, 45000 Kuala Selangor, Selangor
19.	Ais Ceria Trading (001403049-A)	No. 8, Jalan Selat Selatan, 23 Pandamaran, Pelabuhan Klang, 42000 Klang, Selangor
20.	Ais Everest Sdn. Bhd. (574195-T)	74, Jalan Tembaga SD 5/2B, Bandar Sri Damansara 52200 Kuala Lumpur, Wilayah Persekutuan
21.	Citi Ais Marketing (000898336-D) ⁴	No 34, Jalan Dagang 10, Taman Dagang Jaya, 68000 Selangor
22.	AE Ice Sdn. Bhd. (928323-D)	53, Jalan Manis 3, 56100 Kuala Lumpur, Wilayah Persekutuan
23.	KS Trading (SA0084404-A)	No 4, Bock A, Lot 778, Jalan Subang Park, Subang Light Industrial Park, Subang Jaya, 47610 Subang Jaya, Selangor
24.	Dynamic Tube Ice (Nisar & Sons Sdn. Bhd) (889385-X)	No 27, Jalan Indah 10C, Taman Perindustrian Selayang Indah, Selayang Baru, Batu Caves, Selangor

⁴ The announcement dated 24 December 2013 listed Citi Ice Sdn. Bhd. as one of the parties to the agreement. However Mr. Leong Mee Kum, the business owner of Citi Ais Marketing confirmed that there was a typo error made as Citi Ais Marketing is the actual enterprise which is a party to the agreement.

3. PROCEDURE

3.1 The Investigation

4. On 26 December 2013, the Commission commenced an investigation based on the announcement made by the twenty-six (26) enterprises as referred to in paragraph 1 above. The Commission's investigation involved: confirming at the Companies Commission of Malaysia ('SSM') that all the twenty-six (26) enterprises' businesses are registered⁵; issuing section 18 Notices and interviewing relevant witnesses.

3.2 Proposed Decision

5. On 20 February 2014, the Commission then served its Proposed Decision on the twenty-six (26) enterprises. Upon being served with the Proposed Decision, SP Edible Ice Sdn. Bhd. paid the financial penalty on 28 March 2014.

3.3 Written Representations

6. The twenty-five (25) enterprises which were served the Proposed Decision, all submitted their written representations to the Commission.

⁵ Source: SSM Searches.

3.4 Oral Representations

7. On 17 October 2014, the Commission convened an oral representation session for nineteen (19) enterprises. Out of the nineteen (19), seventeen (17) enterprises attended and made their oral representations before the Commission and appealed for a reduction and/or waiver of the financial penalties proposed to be imposed.

4. FACTS OF THE CASE

8. On 7 January 2014, the Commission confirmed with The Sun newspaper that the placement and publication of the announcement was placed by an advertisement agency namely the Merchant Ad Solution ('MAS') and MAS acted upon an instructions from Atlas Edible Ice Sdn. Bhd. ('Atlas').

9. On the same date, the Commission proceeded to issue a Section 18 Notice to Atlas to Require Provision of Information pertaining to the published announcement. The said notice was served by hand on the same date to one Mr. Foo Fu Lam ('Mr. Foo'), the Director of Atlas at the head office of Atlas in Jalan Sungai Besi, Kuala Lumpur.

10. Based on the interview with Mr. Foo, on 7 January 2014, it was confirmed that the placement and publication of the

announcement was carried out by MAS upon the instruction given by Atlas⁶ on behalf of the enterprises.

11. Mr. Foo further stated that the agreement on the increase of price of edible tube ice of RM0.50 per bag and the price of block ice will be RM2.50 per big block respectively with effect from 1 January 2014 was reached between the enterprises (including Atlas) through a number of telephone conversations. He further stated that pursuant to the consensus reached between the enterprises, the price increase was carried out by all ice manufacturers on 1 January 2014.

12. However, in another meeting that was held with the Commission on 10 January 2014, Mr. Foo admitted to the Commission that the meeting to decide on the price increase was actually held between the enterprises on 17 December 2013 at The Lake View @ Kampung Ku Seafood & B.B.Q. Restaurant in Subang Jaya⁷.

13. Mr. Foo claimed that the meeting was aimed at discussing the effect of the newly revised electricity tariffs, the proposed toll hike as well as the implementation of the minimum wage policy starting from 1 January 2014. Mr. Foo also mentioned that the requirements imposed by the Ministry of Health in particular the

⁶ Source: Report of Meeting between the Commission and Mr. Foo Fu Lam of Atlas Edible Ice Sdn. Bhd. dated 7 January 2014.

⁷ Source: Report of Meeting between the Commission and Mr. Foo Fu Lam, Mr. Willy Loke and Mr. Maulana Faizal of Atlas Edible Ice Sdn. Bhd. dated 10 January 2014, Minutes of Meeting held between the parties at The Lake View @ Kampung Ku Seafood & B.B.Q. Restaurant dated 17 December 2013 at 1.00p.m and receipt from The Lake View @ Kampung Ku Seafood & B.B.Q. Restaurant dated 17 December 2013.

requirements for clean room, hair net and face mask also contributed to such an increase⁸.

14. Mr. Foo further emphasised that an announcement was needed to eventually protect their customers. The enterprises wanted to prevent their agents from making excessive profits from their edible tube ice and block ice. On this basis the enterprises agreed that an announcement about the price increases be published in the local dailies in different languages.

15. On 31 December 2013, following the announcement, the enterprises had a second meeting between themselves to discuss any feedback that they had received in relation to the announcement. The enterprises then agreed to proceed with their decision to raise the price⁹.

16. The Commission thereafter issued Section 18 Notices to the enterprises to Require Provision of Information on the announced price increases as well as on turnover data of the enterprises.

17. The Commission then issued Notice of Proposed Interim Measures under Section 35 of the Act to all the enterprises to suspend the effect of, and desist from acting in accordance with the announcement. The Commission took this decision as a matter of urgency and as provided for under Section 35 of the Act to prevent serious and irreparable damage, economic or otherwise, to

⁸ Source: Report of Meeting between the Commission and Mr. Foo Fu Lam, Mr. Willy Loke and Mr. Maulana Faizal of Atlas Edible Ice Sdn. Bhd. dated 10th January 2014.

⁹ Source: Receipt from The Lake View @ Kampung Ku Seafood & B.B.Q. Restaurant dated 31st December 2013.

a particular person or category of persons or protecting the public interest.

18. Pursuant to the same, the enterprises were given the opportunity to make their written representations within a period of seven (7) days from the date of the written notice.

19. In summary, seventeen (17) enterprises responded and outlined that the decision was made due to various reasons such as the newly revised electricity tariffs, the minimum wage policy, increase of diesel price as well as maintenance of vehicles. Meanwhile, four (4) of the enterprises claimed that they have yet to increase their prices hence they had not implemented the price increase announced¹⁰.

20. With the exception of Twilight Tube Ice Sdn. Bhd., Fui Wah Enterprise Sdn. Bhd. and United Sundry Goods (Taiping) Sdn. Bhd., the other enterprises did not deny that they had entered into the agreement to collectively raise the price of edible tube ice and block ice as well as to place the announcement referred to in paragraph 1 above in the local dailies.

21. The Commission did not receive any response from five (5) enterprises, namely: Shukor Sakam Ais Rintik-Rintik Sdn. Bhd.; Sunflower Heritage Sdn. Bhd.; Pacific Tube Ice Sdn. Bhd.; Kajang Crystal Ice Sdn. Bhd.; and, Chuan Heng Trading (Kajang) Sdn. Bhd.

¹⁰ The four (4) tube ice manufacturers are KFI Coldstorage Sdn. Bhd, Perfect Tube Ice Sdn. Bhd., Twilight Tube Ice Sdn. Bhd. and United Sundry Goods (Taiping) Sdn. Bhd.

22. The Commission thereafter formed its preliminary view that the twenty-six (26) enterprises have infringed Section 4(2)(a) of the Act by entering into an agreement that has as its object to fix, directly or indirectly, the selling price of edible tube ice and the price of block ice within Malaysia.

Proposed Decision

23. On 20 February 2014, the Commission then served its Proposed Decision on the twenty-six (26) enterprises. Upon being served with the Proposed Decision, SP Edible Ice Sdn. Bhd. paid the financial penalty on 28 March 2014.

Written Representations

24. All remaining twenty-five (25) enterprises submitted their written representations to the Commission. Thirteen (13) enterprises admitted their liability and the other twelve (12) enterprises contested the Commission's findings with some of them arguing that the enterprises have increased their prices independently despite their attendance to the meeting.

Oral Representations

25. On 17 October 2014, the Commission convened an oral representation session for the nineteen (19) enterprises. Out of the nineteen (19), seventeen (17) enterprises attended and made their oral representations before the Commission and appealed for a

reduction and/or waiver of the financial penalties proposed to be imposed.

26. Upon hearing their oral representations, the Commission confirmed that sixteen (16) enterprises were liable for having infringed Section 4(2)(a) of the Act. These enterprises are KFI Coldstorage Sdn. Bhd., Twilight Tube Ice Sdn. Bhd., Dynamic Tube Ice (Nisar & Sons Sdn. Bhd.), Perfect Tube Ice Sdn. Bhd., Chuan Heng Trading (Kajang) Sdn. Bhd., Kajang Crystal Ice Sdn. Bhd., Fui Wah Enterprise Sdn. Bhd., Everest Aisvaram Sdn. Bhd., Ocean Land Sdn. Bhd., SJ Ice Sdn. Bhd., Wai Mah Trading, Jade Tube Ice Manufacturing Sdn. Bhd., Citi Ais Marketing Sdn. Bhd., AE Ice Sdn. Bhd., Ais Everest Sdn. Bhd. and Ais Ceria Trading.

27. The Commission in the same oral representation session further found that United Sundry Goods (Taiping) Sdn. Bhd. is not liable for infringing Section 4(2)(a) of the Act as there was no evidence found that the enterprise is part of the agreement to collectively raise the price of edible tube ice by RM0.50 per bag and the price of block ice by RM2.50 per big block, respectively. In its representations, the enterprise submitted that it did not attend the meeting to decide on the price increase. Its name however was included in the announcement dated 24 December 2013 as its representative did attend a similar meeting involving the tube ice manufacturers three (3) years earlier. Furthermore, it was also found that United Sundry Goods (Taiping) Sdn. Bhd. did not increase the prices of its products and did not implement the decision made.

28. Another six (6) enterprises which have admitted their liability and submitted their written representations, but did not wish to make oral representations before the Commission were also found to have infringed Section 4(2)(a) of the Act. These enterprises are Atlas Edible Ice Sdn. Bhd., BNI Sdn. Bhd., Thien Nam Sdn. Bhd., Shukor Sakam Ais Rintik-Rintik Sdn. Bhd. and I-Bing Tube Ice Sdn. Bhd.

29. The Commission also maintained its decision that another enterprise, namely Pacific Tube Ice Sdn. Bhd. has infringed Section 4(2)(a) of the Act. This enterprise had initially requested to make oral representation before the Commission but did not attend the oral representation session scheduled on 17 October 2014. One (1) enterprise namely KS Trading made an oral representation before the Commission on 26 November 2014 and admitted its liability and was further found to have infringed Section 4(2)(a) of the Act.

5. APPLICATION OF SECTION 4(2)(a) OF THE ACT

5.1 Infringement of Section 4(2)(a) of the Act

30. The Commission is satisfied that the enterprises by deciding to collectively raise the price of edible tube ice by RM0.50 per bag and the price of block ice by RM2.50 per big block with effect from 1 January 2014 have infringed Section 4(2)(a) of the Act.

31. Sections 4(1) and (2) of the Act state that;

“(1) A horizontal or vertical agreement between enterprises is prohibited insofar as the agreement has the object or effect of significantly preventing, restricting or distorting competition in any market for goods or services.

(2) Without prejudice to the generality of subsection (1), a horizontal agreement between enterprises which has the object to-

(a) fix, directly or indirectly, a purchase or selling price or any other trading conditions;

.....

is deemed to have the object of significantly preventing, restricting, or distorting competition in any market for goods or services.

(3) Any enterprise which is a party to an agreement which is prohibited under this section shall be liable for infringement of the prohibition.”

5.2 Legal Assessment

Agreement between Enterprises

32. To establish whether the enterprises have infringed or are infringing Section 4(2)(a) of the Act, the Commission has to prove that :-

- (i) The tube ice manufacturers are 'enterprises' as defined under Section 2 of the Act;
- (ii) There is a horizontal agreement between the tube ice manufacturers; and
- (iii) The agreement has the object of significantly preventing, restricting, or distorting competition in any market for goods and services.

Enterprises

33. All the enterprises listed in Table 1 are ice manufacturers. They are engaged in commercial activities through selling ice to their customers and are therefore enterprises as defined under Section 2 of the Act.

34. The Commission has also established that each addressee of this Decision is carrying out commercial activities as evidenced in the turnover generated from their businesses.

Horizontal Agreement

35. The enterprises listed in Table 1 are all involved in the manufacturing and selling of ice. Therefore, they operate at the same level in the production or distribution chain.

36. In this case, the decision made by the enterprises to increase the price of edible tube ice by RM0.50 per bag and the price of block ice by RM2.50 per big block with effect from 1 January 2014 is considered as a horizontal agreement.

Anti-Competitive Object

37. The Commission's Guidelines on Anti-Competitive Agreements relating to prohibition under Section 4 of the Act states that there is no necessity for the Commission to prove effects of the agreement once an object agreement is established.

38. In the course of the Commission's investigation, the Commission relied on the announcement that was featured in the local newspapers in particular The Sun, Harian Metro, Malaysia Nanban and Sin Chew Daily for the enterprises to collectively raise the price of edible tube ice by RM0.50 per bag and the price of block ice by RM2.50 per big block respectively with effect from 1 January 2014.

39. Based on the written and/or oral representations provided by the enterprises, it was obvious that the twenty-four (24) enterprises have entered into the agreement to collectively raise the price of

edible tube ice and block ice. The fact that an enterprise may have played only a limited part in the setting up of the agreement, or may not be fully committed to its implementation, or participated only under pressure from other parties does not mean that it is not a party to the agreement.

40. Although Twilight Tube Ice Sdn. Bhd. and Fui Wah Enterprise Sdn. Bhd. in their responses denied that they had colluded with the other tube ice manufacturers to raise the price of edible tube ice and block ice, however, in the same response, they had admitted that their representatives were present during the meeting that was held by the parties on 17 December 2013. Therefore, the Commission considers that they are also parties to the decision to raise price.

41. The Commission in its Guidelines on Chapter 1 Prohibition (Anti-Competitive Agreements) relating to prohibition under Section 4 states that:

“3.25. It is important to note that section 4(2) of the Act treats certain kinds of horizontal agreements between enterprises as anti-competitive. In these situations, the agreements are deemed to “have the object of significantly, preventing, restricting or distorting competition in any market for goods or services.” This means for these horizontal agreements, the MyCC will not need to examine any anti-competitive effect of such agreements. The agreements which are deemed to be anti-competitive include:

- (a) fix, directly or indirectly, a purchase or selling price or any other trading conditions;*
- (b) share market or sources of supply;*
- (c) limit or control –*
 - (i) production;*
 - (ii) market outlets or market access;*
 - (iii) technical or technological development; or*
 - (iv) investment; or*
- (d) perform an act of bid rigging”.*

42. Price fixing is a major concern of the Commission as the restriction of competition is obvious in any price fixing cases. The agreement to fix price leaves no room for individual enterprises to assess their own operating costs and determine for themselves the cost-pass-through effects and how much should the price increase be and also whether the price increase should be borne by themselves or by the consumers. An agreement such as this, where there are different sizes of enterprises allows the parties to increase prices across the board by a standard amount and to maximise profitability without any competition.

43. On the basis of the findings of the investigation, the Commission decided that the twenty-four (24) enterprises listed in Table 1, above, have infringed Section 4(2)(a) of the Act by entering into an agreement that has as its object to fix, directly or indirectly, the selling price of edible tube ice and the price of block ice within Malaysia.

6. FINANCIAL PENALTIES

44. Section 40(1) of the Act provides that, if the Commission determines there is an infringement of a prohibition under Part II, it

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(a) shall require the infringement to be ceased immediately;

(b) may specify steps which are required to be taken by the infringing enterprise, which appear to the Commission to be appropriate for bringing the infringement to an end;

(c) may impose a financial penalty; or

(d) may give any other direction as it deems appropriate.

45. Any financial penalty imposed by the Commission shall not exceed the statutory maximum established by subsection 40(4) which provides:

“A financial penalty shall not exceed ten percent of the worldwide turnover of an enterprise over the period during which an infringement occurred.”

46. The Commission has decided to impose financial penalty on twenty-four (24) enterprises that have infringed Section 4(2)(a) of the Act by agreeing to increase the price of edible tube ice by RM0.50 per bag and the price of block ice by RM2.50 per big block

in Kuala Lumpur, Selangor and Putrajaya. This agreement has the object of significantly preventing, restricting or distorting competition in selling edible tube ice and block ice in Kuala Lumpur, Selangor and Putrajaya.

47. The computation of financial penalties consists of the following steps:

- Step 1: Determine the basic amount of financial penalties as a proportion of the relevant turnover earned from edible tube ice and/or block ice during the infringement period.
- Step 2: Increase the financial penalties by taking into account aggravating factors (if any); and decrease the financial penalties by taking into account mitigating factors (if any).
- Step 3: Verify that the computed financial penalties are no more than 10% of the enterprises' worldwide turnover.

Step 1: Determination of the basic amount

48. In determining the basic amount of the financial penalties, the Commission draws upon the turnover data provided by the enterprises.

49. The Commission also took into account the nature of the product, the structure of the market and the seriousness of the infringement in determining the basic amount of the financial penalties.

Step 2: Aggravating and mitigating factors

50. The Commission decided to increase the basic amount of the financial penalties for the following three (3) enterprises as they did not cooperate by responding to the Section 35 and/or Section 18 Notices issued by the Commission:

- (i) Chuang Heng Trading (Kajang) Sdn. Bhd. (603491-U)
Kajang Crystal Ice Sdn. Bhd. (453614-A);
- (ii) Pacific Tube Ice Sdn. Bhd. (719718-H); and
- (iii) Shukor Sakam Ais Rintik-Rintik Sdn. Bhd. (578613-D).

51. However, the Commission decided to decrease the basic amount of the financial penalties for the following enterprises as they have fully cooperated with the Commission throughout the investigation by providing additional information during the investigation period:

- (i) AE Ice Sdn. Bhd. (928323-D);
- (ii) Ais Ceria Trading (001403049-A);

- (iii) Ais Everest Sdn. Bhd. (574195-T);
- (iv) Atlas Edible Ice Sdn. Bhd. (198860-X);
- (v) BNI Sdn. Bhd. (487305-K);
- (vi) Everest Aisvaram Sdn. Bhd. (613655-M);
- (vii) Fui Wah Enterprise Sdn. Bhd. (713495-M);
- (viii) Jade Tube Ice Manufacturing Sdn. Bhd. (401831-W);
- (ix) KS Trading (SA0084404-A);
- (x) S.P. Edible Ice Sdn. Bhd. (1015439-V); and
- (xi) Wai Mah Trading (000895329-T)

52. The Commission is of the view that it is important for the financial penalties to act as a deterrent to other enterprises and especially SMEs which may be considering activities of the kind covered by this case, by sending a strong signal to the business community of the seriousness of the infringement.

53. Based on the considerations discussed above, the Commission has imposed financial penalties on the following enterprises:

Table 2: The Financial Penalties on Twenty-Four (24) Enterprises

No.	Enterprise(s)	Financial Penalties (RM)
1.	Atlas Edible Ice Sdn. Bhd. (198860-X)	106,000.00
2.	I-Bing Tube Ice Sdn. Bhd. (674381-W)	1,600.00
3.	BNI Sdn. Bhd. (487305-K)	1,900.00
4.	Chuan Heng Trading (Kajang) Sdn. Bhd. (603491-U)	8,010.00
	Kajang Crystal Ice Sdn. Bhd. (453614-A)*	
5.	SP Edible Ice Sdn. Bhd. (1015439-V)	1,800.00
6.	Everest Aisvaram Sdn. Bhd. (613655-M)	7,100.00
7.	Fui Wah Enterprise Sdn. Bhd. (713495-M)	17,600.00
8.	KFI Coldstorage Sdn. Bhd. (493872-P)	2,250.00
9.	Pacific Tube Ice Sdn. Bhd. (719718-H)	7,700.00
10.	Shukor Sakam Ais Rintik-Rintik Sdn. Bhd. (578613-D)	3,650.00
11.	Perfect Tube Ice Sdn. Bhd. (351726-U)	15,360.00
12.	SJ Ice Sdn. Bhd. (640597-T)	7,200.00
13.	Sunflower Heritage Sdn. Bhd. (533866-A)	23,200.00
	Sunflower Tube Ice Sdn. Bhd.**	
14.	Twilight Tube Ice Sdn. Bhd. (308272-T)	1,500.00
15.	Wai Mah Trading (000895329-T)	14,800.00
16.	Jade Tube Ice Manufacturing Sdn. Bhd. (401831-W)	6,500.00
17.	Thien Nam Sdn. Bhd. (389367-H)	2,200.00
18.	Ocean Land Sdn. Bhd. (17361-D)	6,600.00
19.	Ais Ceria Trading (001403049-A)	1,200.00
20.	Ais Everest Sdn. Bhd. (574195-T)	6,800.00

21.	Citi Ais Marketing (000898336-D) ¹¹	2,200.00
22.	AE Ice Sdn. Bhd. (928323-D)	4,400.00
23.	KS Trading (SA0084404-A)	1,600.00
24.	Dynamic Tube Ice (Nisar & Sons Sdn. Bhd) (889385-X)	1,080.00

Note:

* The Commission was given a statement that Chuan Heng Trading (Kajang) Sdn. Bhd. and Kajang Crystal Ice Sdn. Bhd. share the same financial account. Hence, the Commission decided to impose financial penalty on the two enterprises collectively.

** Sunflower Heritage Sdn. Bhd., and Sunflower Tube Ice Sdn. Bhd. have common directors and/or shareholders therefore they are considered as a single economic unit. The Commission decided to impose financial penalty on the two enterprises collectively.

Step 3: Verification of financial penalties

54. The financial penalties imposed are not more than 10% of the enterprises' turnover. None of the enterprises generated a worldwide turnover.

7. CONCLUSION

55. The Commission has informed the enterprises of its decision and as of to date, has received payment of the fines imposed from all the enterprises.

¹¹ The announcement dated 24th December 2013 listed Citi Ice Sdn. Bhd. as one of the parties to the agreement. However Mr. Leong Mee Kum, the business owner of Citi Ais Marketing confirmed that it was a typo error made as Citi Ais Marketing is the actual enterprise which is a party to the agreement.