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# LANDSRÉTTUR

# WRITTEN OBSERVATIONS

submitted, pursuant to Article 15(3) of Chapter II of Protocol 4 to the Agreement between the EFTA States on the establishment of a Surveillance Authority and a Court of Justice, implemented in Icelandic law by Article 28(2) of the Icelandic Competition Act,

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| **by the:** | EFTA Surveillance Authority<br>Rue Belliard 35<br>1040 Brussels, Belgium |
| **Represented by agents:** | Carsten Zatschler, Director, and<br>Ingibjörg Ólöf Vilhjálmsdóttir, Member,<br>Department of Legal & Executive Affairs |
| **In case no.:** | In Landsréttarmál nr. 490/2018 |

**Byko ehf. and Norvik hf.**
**v.**
**The Competition Authority and**
**the Icelandic State**

**and**
**The Competition Authority**
**v.**
**Byko ehf. and Norvik hf.**

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| **Subject matter:** | Imposition of fines for infringement of Article 10 of the Icelandic Competition Act and Article 53 of the EEA Agreement. |

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## 1 INTRODUCTION

1. On 13 June 2018 Byko ehf. and Norvik hf. appealed Reykjavik´s District Court ("the District Court") judgment, from 16 May 2018, to the appeals court Landsréttur and on 15 June the Icelandic Competition Authority ("the ICA") cross appealed. On 13 August 2018 the Authority requested by a letter to Landsréttur a copy of all documents of the case. On 30 August 2018 Landsréttur sent by e-mail a list of all documents submitted in the case.
2. The Authority is submitting these observations pursuant to Article 15(3) of Chapter II of Protocol 4 to the Agreement between the EFTA States on the establishment of a Surveillance Authority and a Court of Justice ("SCA"), implemented in Icelandic law by Article 28(2) of the Icelandic Competition Act no. 44/2005. Article 15(3) allows the Authority, on its own initiative, to submit written observations to the Icelandic courts.[1]
3. These observations are the same as the Authority put forward before the District Court in case no E-550/2016. The Authority believes it is important to send Landsréttur these observations as well due to the fact that this case raises critical questions of principle and interpretation of EEA law.
4. First, the interpretation of the effect on trade criterion which is found in both Articles 53 and 54 of the Agreement on the European Economic Area ("the EEA Agreement") is an issue that goes to the core of the enforcement of the EEA competition rules. It governs the circumstances in which the competition provisions in the EEA Agreement are applicable. A narrow interpretation of the criterion could lead to unequal conditions of competition within the internal market. The main objective of the EEA Agreement is to establish a homogeneous

[1] Article 15(3) of Chapter II of Protocol 4 SCA provides that: "*Where the coherent application of Article 53 or Article 54 of the EEA Agreement so requires, the EFTA Surveillance Authority, acting on its own initiative, may submit written observations to the courts of the EFTA States. With the permission of the court in question, it may also make oral observations*". See also the *Notice on the co-operation between the EFTA Surveillance Authority and the courts of the EFTA States in the application of Articles 53 and 54 of the EEA Agreement*, in particular at paragraph 19. Article 15(3) of Chapter II of Protocol 4 to the SCA corresponds to Article 15(3) of Council Regulation (EC) No 1/2003 on the implementation of the rules on competition laid down in Articles 101 and 102 of the Treaty on the Functioning of the European Union (OJ L1, 4.1.2003, p. 1).

market throughout the entire EEA with equal conditions of competition and respect of the same rules.

5. Secondly, the issue of the importance of deterrent effect of fines in competition cases and the effective application of EEA law. National competition authorities are required to apply Article 53 of the EEA Agreement, where the facts come within the scope of EEA law, and to ensure that the Article is applied effectively. Fines must be sufficiently high to have a deterrent effect.
6. The purpose of these observations is to provide Landsréttur with a description of EEA law as regards the two abovementioned issues. In submitting these observations, the Authority is acting as *amicus curiae*, based on its knowledge and experience in applying and enforcing those rules, a task with which it has been entrusted pursuant to the SCA.
7. The Authority respects the independence of the Court. The assistance offered by the Authority is part of its duty to defend the public interest, but it does not bind the Court. The Authority therefore has no intention to serve the interests of the parties involved in the case pending before the Court and will not comment on the particular submissions of the parties.

## 2 BACKGROUND

### 2.1 ICA Decision No. 11/2015

8. On 15 May 2015, ICA adopted a decision in which Norvík hf. ("Norvík") was fined 650 million ISK for infringing Article 10 of the Icelandic Competition Act, and Article 53 of the EEA Agreement.
9. The infringement took place between November 2008 and March 2011 and consisted of four main elements. First, the infringements included regular, usually weekly, collusive exchanges of price sensitive information between, on the one hand Byko ehf. ("Byko"), a subsidiary of Norvik, and on the other hand Húsasmiðjan, Byko's main competitor on the relevant market in the case. Secondly, collusive discussions were found to have taken place with Húsasmiðjan with the aim of raising prices on offers of hardware in periodic steps. Thirdly, Byko was found to have colluded with Húsasmiðjan in order to prevent price competition on

the market for impregnated timber. Lastly, ICA found that Byko had participated in a joint effort with Húsasmiðjan to convince another market player ("Múrbúðin")to participate in collusion on hardware prices.

10. Article 11 of Chapter II of Protocol 4 to the SCA lays down certain procedures for cooperation between the competition authorities enforcing Article 53 EEA. For the sake of good order, the Authority confirms that during the course of ICA's proceedings in the case, the Authority was consulted in accordance with those procedures.
11. On June 11 2015, Byko and Norvík appealed the decision to the Competition Appeals Committee ("CAC").

**2.2 Appeals Committee Decision No. 6/2015**

12. On 28 September 2015, CAC issued its ruling where it confirmed ICA's decision for most part. However, CAC disagreed with several of ICA's findings. Notably, it found that the infringements were not as severe as ICA had concluded in its decision. CAC also concluded that ICA had not sufficiently shown that the conduct in question had restricted competition in the EEA, i.e. constituted an effect on trade and an infringement of Article 53 EEA. CAC further lowered the fine imposed from 650 million ISK to 65 million ISK.
13. On 10 February 2016, ICA brought the case before the District Court and on 26 February 2016 Byko and Norvík brought a case in front of the District Court against ICA and the Icelandic State, those two cases were then merged on 22 September 2016. In the judgment of 16 May 2018 the District Court found that Byko had breached Article 10 of the Competition Act and Article 53 of the EEA Agreement. In addition, the District Court of Reykjavik held that when the period and the severity of the breaches were taken into consideration, the fine decided by the CAC was too low. The driving factor in the District Court's judgment was that the breach was a serious one on the market between the dominant undertakings, and made with the aim of strengthening the companies' positions at the cost of consumers, against the public interest. Based on these findings, the District Court ruled in favour of the ICA, holding that Norvík should pay ISK 400 million (minus the ISK 65 million already paid)

14. 13 June 2018 Byko and Norvík appealed the judgment of the District Court to Landsréttur. 15 June 2018 the ICA cross appealed the judgment of the District Court to Landsréttur and the appeal as well as the cross appeal are handled in the current case which has the case number: *Landsréttur No 490/2018*.

## 3 THE EFFECT ON TRADE CRITERION

### 3.1 The purpose and importance

15. Equal conditions of competition are ensured by, *inter alia*, Article 53 of the EEA Agreement. Article 53 prohibits agreements and concerted practices which distort competition and applies to the extent that the conduct or practices in question "*may affect trade between Contracting Parties*" to the EEA Agreement.[2]

16. That expression defines the boundary between the areas respectively covered by EEA law and the law of the Contracting Parties and should thus be understood as a jurisdictional rule. The EEA competition rules apply where there are appreciable cross-border effects.

17. Article 53 EEA is thus of critical importance in ensuring the homogeneity of the internal market. If the criterion concerning effect on trade between Contracting Parties is more narrowly construed by the courts and competition authorities of one State than what is required by the EEA Agreement, the provisions ensuring equal conditions of competition throughout the EEA would not apply to the same extent in that state. This would, in turn, obstruct the main objective of the EEA Agreement.

18. Where there is an effect on trade, national competition authorities and courts are under an obligation to apply Article 53 EEA. [3]

### 3.2 The Authority's Guidelines concerning the effect on trade between Contracting Parties

19. As the Court knows, the criterion concerning effect on trade between Contracting Parties in Article 53 EEA, and the corresponding criterion in Article 101 of the

[2] Case E-4/05 *HOB-vín* [2006] EFTA Ct. Rep. 4, para 49.
[3] See Article 3(1) of Chapter II of Protocol 4 to the SCA and Article 21 (1) of the Icelandic Competition Act no. 44/2005.

Treaty on the Functioning of the European Union, has been substantially clarified by the Court of Justice of the European Union ("CJEU").

20. The Authority has issued *Guidelines on the effect on trade concept contained in Articles 53 and 54 of the EEA Agreement*[4], ("the Guidelines") which largely mirror the Commission's *Guidelines on the effect on trade concept contained in Articles 81 and 82 of the Treaty*[5]. The Authority's Guidelines are, *inter alia*, based on the case law of the EU Courts and set out the principles developed by the EU Courts in relation to the interpretation of the effect on trade criterion.

21. Although not binding on them, the Guidelines are intended to give guidance to the courts and authorities of the EFTA States in their application of the effect on trade concept contained in Articles 53 and 54 of the EEA Agreement.

### 3.3 Effect on trade

22. The CJEU has developed a test based on whether or not the agreement or practice affects the competitive structure of the market. If an agreement is liable to affect the competitive structure inside the EEA, the criterion concerning effect on trade between Contracting Parties is fulfilled. Thus, under EEA law, the concept of "trade" is wider than traditional exchanges of goods and services across borders and covers all cross-border economic activity as well as situations where the agreement or practice at issue has an impact on the competitive structure of the market. [6]

23. Moreover, the CJEU has developed another test, often called the pattern of trade-test. It has, on several occasions, considered that the notion that an agreement or practice "may affect" trade between Member States means it must be possible to foresee with a sufficient degree of probability on the basis of a set of objective

[4] OJ C 291, 30.11.2006, p. 46 and EEA Supplement to the OJ No 59, 30.11.2006, p. 18.
[5] OJ C 101, 27.4.2004, p. 81.
[6] In the Authority's Guidelines and in case law, the term "competitive structure" concerns the conditions of competition in a market. The competitive structure would for instance be affected where an agreement eliminates, or threatens to eliminate, a competitor operating on the EEA market. Agreements that affects the market in other, less obstructing ways, may also affect the competitive structure in the market. See the Authority's Guidelines paras. 19 and 20 and the case law cited therein.

factors of law or fact, that the agreement or practice may have an influence, direct or indirect, actual or potential, on the pattern of trade between Member States.[7]

24. It is sufficient that the agreement or practice is capable of having an effect; it is not necessary to prove that it actually will have an effect. Moreover, subjective intent on the part of the undertakings concerned is not required.[8]

25. The Authority stresses that any actual or potential effect on inter-state trade is normally the result of a combination of several factors which, taken separately, are not necessarily decisive.[9] The relevant factors include, *inter alia*, the nature of the agreement and practice, the nature of the products covered by the agreement or practice and the position and importance of the undertakings concerned.[10]

26. The market position of the undertakings concerned and their sales volumes is an important factor in the assessment which is indicative from a quantitative point of view of the ability of the agreement or practices concerned to affect trade between EEA States.[11]

27. It is important to note that the term "*pattern of trade*" is neutral. When determining whether the pattern of trade is influenced it is not necessary to show that trade is or would be restricted or reduced. Patterns of trade can also be affected when an agreement or practice causes an increase in trade. [12] Indeed, EEA law jurisdiction is established wherever trade between EEA States is likely to develop differently with the agreement or practice compared to the way in which it would probably have developed in the absence of the agreement or practice.[13]

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[7] Joined Cases C-240/82 *Stichting Sigarettenindustrie and others v Commission* [1985] EU:C:1985:488, paragraph. 48, and Joined Cases T-25/95 *Cimenteries CBR and others v Commission* [2000] EU:T:2000:77, paragraph. 3930. See also Authority's Guidelines, section 2.3.
[8] See Authority's Guidelines, paragraph 25 and references therein.
[9] Joined Cases C-215/96 and C-216/96 *Bagnasco* [1999] EU:C:1999:12, para. 47, and Case C-42/84 *Remia v. Commission* [1985] EU:C:1985:327, para. 22.
[10] See Authority's Guidelines, paragraph 28 and references therein.
[11] See Authority's Guidelines, paragraph 31 and references therein.
[12] Case C-238/05 *ASNEF-EQUIFAX* [2006] EU:C:2006:734, paragraph 38 and references therein.
[13] See Authority's Guidelines, paragraph 34 and references therein.

28. Trade between EEA States may also be affected in cases where the relevant geographical market is national or sub-national.[14] The CJEU has consistently held that the fact that a cartel relates only to the marketing of products in a single EU Member State is not sufficient to exclude the possibility that trade between EU Member States might be affected. The *Belasco* case, for instance, concerned products marketed in Belgium only.[15]

29. Horizontal cartels covering the whole of an EEA State, for instance, are normally capable of affecting trade between EEA States.[16] Such an agreement, decision or concerted practice has, by its very nature, the effect of reinforcing the partitioning of markets on a national basis.[17]

30. Indeed, as the European Commission ("the Commission") has argued in an *amicus curiae* submission to the Cour de Cassation in France, the appreciable effect on trade criterion should be assessed on the basis of all quantitative and qualitative factual and legal elements involved.[18] The Cour de Cassation applied this principle in its subsequent judgment in finding that the Paris Court of Appeal had erred in basing its findings on one factor alone.[19]

31. The same has been submitted by the Authority in an *amicus curiae*[20] submission to the Borgarting Court of Appeal in Norway ("the Court of Appeal"). The Oslo

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[14] See, for instance, E-14/15 *Holship Norge AS v Norsk Transportarbeiderforbund* of 19 April 2016, [2016] EFTA Ct Rep 240, paragraph 76. See also case C-179/90 *Merci convenzionali Porto di Genova SpA* [1991] EU:C:1991:464, paragraph 15, where the market in question was that of the organization of behalf of third persons of dock work with regard to ordinary freight in the Port of Genoa and the performance of such dock work. Despite the narrow geographic scope of the market, it was clear that the effect on trade criterion was met in view of the importance the port had as regards imports into and exports out of Italy. See also Joined Cases T-213/95 and T-18/96 *SCK and FNK v Commission* [1997] EU:T:1997:157, paragraphs 177-181, where a system operated in order to restrict competition in the market for mobile cranes, which had an operating radius of roughly 70 kilometres, constituted a restriction of trade between Member States. The Court held that the applicants were large enough and had sufficient economic power for their practices, to which the contested decision related, to be capable of having an appreciable effect on trade between Member States.

[15] Case C-246/86 *Belasco v. Commission* [1989] EU:C:1989:301, para. 33.

[16] See Authority's Guidelines, paragraph 78.

[17] Case C-309/99 *Wouter* [2002] EU:C:2002:98, paragraph 95 and referenced therein.

[18] http://ec.europa.eu/competition/court/amicus_curiae_2011_orange_caraibe_en.pdf.

[19] Cass. Comm., 31.01.2012, no. 10-25.772.

[20] See webpage of the EFTA Surveillance Authority: http://www.eftasurv.int/media/competition/Amicus-Curiae---NCC-AB-and-NCC-Roads-AS-v-Staten-v_Konkurransetilsynet---ENGLISH-version.pdf

District Court had annulled the part of the Norwegian Competition Authority's Decision that applied Article 53 EEA. [21] In this case the Oslo District Court had departed from the case law of the CJEU and interpreted the "effect on trade" requirement narrowly, stating that trade within a single country does not constituted trade between the Contracting Parties to the EEA Agreement. The Court of Appeal overruled the judgment of the Oslo District Court and found that there had been a breach of Article 53 EEA.[22]

## 4 DETERRENT EFFECT OF FINES IN COMPETITION CASES

### 4.1 Effective application of Article 53 of the EEA Agreement

32. EEA legislation does not harmonize the imposition of fines by national competition authorities for infringement of EEA competition rules. Furthermore, the Authority's guidelines on the method of setting fines[23] ("the Guidelines") are not binding on the national competition authorities.[24] However, the Guidelines do demonstrate how the Authority and the Commission[25] effectively enforce EEA competition rules by imposing an appropriate level of fines on undertakings when they are found to have breached EEA competition rules.

33. Consequently, the Guidelines can be of assistance to national competition authorities and courts when they assess the fines to be imposed on undertakings for a breach of Article 53 EEA.

34. EEA Member States, in general, must seek to ensure that sanctions for breaches of EEA law are effective, proportionate and dissuasive.[26] The effectiveness of the

[21] Judgment of the Oslo District Court from 19 February 2014.
[22] Judgment of the Court of Appeal from 26 June 2015 http://www.eftasurv.int/media/competition/Dom_i_asfaltsaken_-_Borgarting.PDF
[23] OJ C 314, 21.12.2006, p. 84 and EEA Supplement to the OJ No 63, 14.12.2006, p. 44. http://www.efta.int/sites/default/files/documents/eea-supplements/icelandic/2006-is/su-nr-63-is-21-12-2006.pdf
[24] Case C-428/14 *DHL* [2016] EU:C:2016:27, paragraphs 33-35.
[25] The Authority´s guidelines correspond to the European Commission´s Guidelines on the method of setting fines, OJ C 210, 1.9.2006, p. 2-5.
[26] Case E-02/10 *Þór Kolbeinsson v Icelandic* [2010] EFTA Ct. Rep. 234, paras. 46-47.

penalties imposed by the national or Community competition authorities is a condition for the coherent application of Article 53 EEA.[27]

35. Fines should have sufficiently deterrent effect, not only in order to sanction the undertaking concerned (specific deterrence) but also in order to deter other undertakings from engaging in, or continuing, behaviour that is contrary to Article 53 EEA (general deterrence).[28]

### 4.2 Deterrent effect of fines for breach of EEA competition rules

36. The Authority's Guidelines include a section titled "*Specific increase for deterrence*".[29] In line with this section of the Guidelines, the Authority will pay particular attention to the need to ensure that fines have sufficiently deterrent effect; to that end, it may increase the fine to be imposed on undertakings which have a particularly large turnover beyond the sales of goods or services to which the infringement relates.

37. The importance of the deterrent effect of fines has been emphasised both by the CJEU and the EFTA Court in their judgments where it has been stated that deterrence is one of the factors to be taken into account when calculating fines for breaches of EEA competition rules.[30]

38. The CJEU has repeatedly held that to take into consideration the size and global resources of the undertaking in question is justified by the impact sought on the undertaking concerned, in order to ensure that the fine has sufficient deterrent effect, as the sanction must not be negligible in the light, particularly, of its financial capacity.[31]

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[27] Case C-429/07 *X* [2009] EU:C:2009:359, paragraph 37.
[28] The Authority's guidelines on the method of setting fines, paragraph 4; Case T-13/03 *Nintendo* [2009] EU:T:2009:131, paragraph 73.
[29] Point 30 of the Authority's Guidelines. *The Authority notes that the numbering of paragraphs in its Guidelines do not correspond entirely to the numbering of paragraphs in the Commission's Guidelines. For the purposes of these observations the Authority refers to the relevant number of the Commission's Guidelines.*
[30] Case C-413/08 *Lafarge v Commission* [2010] EU:C:2010:346, paragraph 102 and Case E-15/10 *Posten Norge AS v EFTA Surveillance Authority* [2012] EFTA Ct. Rep. 246, paragraph 88.
[31] See f.ex. Case C-58/12 *Groupe Gascogne v Commission* [2013] EU:C:2013:770, paragraphs 49-51 and Case C-373/14 *Toshiba Corporation v Commission* [2016] EU:C:2016 :26, paragraph 83.

39. The object of fines in competition cases is to suppress illegal activities and to prevent any recurrence[32] and that it is necessary to prompt undertakings of similar sizes and resources to refrain from participating in similar infringements of the competition rules.[33] The actual impact of an infringement on the market is not a decisive factor for determining the level of fines.[34]

### 4.3 The gravity of infringements is reflected in the imposed fine

40. In line with the Authority's Guidelines, the basic amount of the fine imposed by the Authority relates to a proportion of the value of sales, depending on the degree of gravity of the infringement, multiplied by the number of years of infringements. Consequently, the fine imposed on the undertaking(s) in each case will reflect the gravity of the infringement.

41. When deciding whether the proportion of the value of sales to be considered in a given case should be at the lower end or at the higher end of that scale, the Authority will have regard to a number of factors, such as the nature of the infringement, the combined market share of all the undertakings concerned and the geographic scope of the infringement.[35]

42. Serious infringements of EEA competition law can be expected to be placed at the higher end of the scale and will result in higher fines imposed by competition authorities. Agreements and concerted practices which directly or indirectly fix purchase or selling prices or any other trading condition, in particular where they involve horizontal cartels, are characterised as particularly serious since they have a direct impact on the essential parameters of competition on the market in question.[36]

43. The same would apply to information exchanges between competitors that equate to price fixing. Any information exchange with the objective of restricting

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[32] Case C-45/69 *Boehringer Mannheim v Commission* [1970] EU:C:1970:73, paragraph 53.
[33] Case T-13/03 *Nintendo* [2009] EU:T:2009:131, paragraph 73.
[34] Case C-508/11 *Eni v Commission* [2013] EU:C:2013:289, paragraph 96 and references therein.
[35] The Authority's guidelines on the method of setting fines, paragraph 22.
[36] Case T-418/10 *Voestalpine and voestalpine Wire Rod Austria v Commission* [2015] EU:T:2015:516, paragraph 409 and references therein.

competition on the market will be considered as a restriction of competition by object and therefore a serious infringement.[37]

44. Information exchanges between competitors of individualised data regarding intended future prices or quantities should be considered a restriction of competition by object.[38] Private exchanges between competitors of their individualised intentions regarding future prices or quantities are normally considered and fined as cartels because they generally have the object of fixing prices or quantities.[39]

45. Horizontal cartels are considered the most serious infringements of EEA competition law due to their harmful effect on industry and consumers in the EEA and have been classified by case-law as "obvious infringements".[40] As such, these infringements will result in the highest fines imposed by competition authorities.

46. When assessing the gravity of infringements of EEA Competition law for the purposes of determining the amount of the fine, both the particular circumstances of the case and the context in which the infringement occurs must be taken into consideration and it must be ensured that the fine has the necessary deterrent effect, especially as regards those types of infringement which are particularly harmful to the attainment of the objectives of the Internal Market.[41]

## 5 THE POSSIBILITY TO REQUEST THE EFTA COURT TO GIVE AN ADVISORY OPINION

47. The Authority recalls that if Landsréttur considers it necessary to enable it to give judgment, it remains open to the Court to request the EFTA Court to give an

[37] The Authority´s guidelines on the applicability of Article 53 of the EEA Agreement to horizontal cooperation agreements OJ C 362, 12.12.2013 p. 3 and EEA Supplement to the OJ No 69, 12.12.2013 p. 1, paragraph 72.
[38] See f.ex. Case C-8/08 *T-Mobile Netherlands and Others* [2009] EU:C:2009:343, paragraph 41, Case C-286/13 P *Dole Food and Dole Fresh Fruit Europe v Commission* [2015] EU:C:2015:184, paragraph 121.
[39] The Authority´s guidelines on the applicability of Article 53 of the EEA Agreement to horizontal cooperation agreements, paragraph 74.
[40] Case T-241/01 *Scandinavian Airlines System v Commission* [2005] EU:C:2005:296, paragraph 85.
[41] Case C-100/80 *Musique Diffusion francaise v Commission* [1983] EU:C:1983:158, paragraph 106.

Advisory Opinion on the interpretation of the EEA Agreement, pursuant to Article 1 of the Act on requests for Advisory Opinions concerning the interpretation of the EEA Agreement[42], implementing Article 34 SCA.

## 6 CONCLUDING REMARKS

48. National competition authorities and courts are under an obligation to apply Article 53 EEA where the facts come within the scope of EEA law, and to ensure that the article is applied effectively in the general interest.

49. This includes the principle that the effect on trade criterion must be assessed on the basis of all quantitative and qualitative factual and legal elements involved. As indicated above, an agreement covering the whole of an EEA State is normally capable of affecting trade between EEA States

50. Fines imposed for infringements of EEA competition law are intended to act in the general interest by effectively deterring undertakings from participating in an infringement of the competition rules, as well as effectively sanctioning the undertakings involved.

51. The Authority hopes that its observations may be of assistance to Landsréttur in deciding the case pending before it. The Authority remains at the Court's disposal should it have any questions in respect of these observations or any other issue in the present case.

Yours sincerely,

Carsten Zatschler Ingibjörg Ólöf Vilhjálmsdóttir

Agents of the EFTA Surveillance Authority

[42] Act no. 21/1994 on the obtaining of Advisory Opinions from the EFTA Court on the interpretation of the EEA Agreement (*Lög nr. 21/1994 frá 21 febrúar um öflun álits EFTA-dómstólsins um skýringu samnings um Evrópska efnahagssvæðið*)
http://www.althingi.is/lagas/nuna/1994021.html