ECR 3125), without its being necessary for it to constitute a valid and binding contract under national law.

3. For the purpose of the application of Article 85(1) there is no need to take account of the concrete effects of an agreement when it has as its object the prevention, restriction or distortion of competition within the common market (see judgment of 13 July 1966 in Joined Cases 56 and 58/64 *Consten and Grundig* v *Commission* [1966] ECR 299). In such a case the absence in the Commission's decision of any analysis of the effects of the agreement from the point of view of competition does not constitute a defect capable of justifying a declaration that it is void.

In the same way, the fact that a supplier may not have taken steps to ensure the observance by his customers of a contractual clause intended to restrict competition is not sufficient to remove that clause from the prohibition of Article 85(1) of the Treaty (see judgment of 21 February 1984 in Case 86/82 *Hasselblad* v *Commission* [1984] ECR 883).

4. In determining the amount of fines to be imposed pursuant to Article 15(2) of Regulation No 17, it is necessary to take account of all matters relevant to an assessment of the seriousness of the infringement, as well as the conduct of the undertaking during the course of the administrative proceeding.

OPINION OF THE ADVOCATE GENERAL

Mr Advocate General Van Gerven delivered his Opinion on 10 October 1989.* He proposed that the Court should dismiss the action in its entirety and order the applicant to pay the costs.

* Original language: Dutch.