



competitiontribunal
SOUTH AFRICA

**COMPETITION TRIBUNAL
REPUBLIC OF SOUTH AFRICA**

Case No: CO135Nov25

In the matter between:

The Competition Commission

Applicant

And

Wilmar SA (Pty) Ltd

Respondent

Panel: AW Wessels (Presiding Member)
T Vilakazi (Tribunal Member)
G Budlender (Tribunal Member)

Heard on: 17 February 2026

Decided on: 18 February 2026

CONSENT AGREEMENT

The Tribunal hereby confirms the consent agreement as agreed to and proposed by the Competition Commission and Wilmar SA (Pty) Ltd annexed hereto.

**Presiding Member
Mr Andreas Wessels**

**18 February 2026
Date**

Concurring: Prof. Thando Vilakazi and Adv. Geoff Budlender SC

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**IN THE COMPETITION TRIBUNAL OF SOUTH AFRICA
(HELD AT PRETORIA)**

CT CASE NUMBER:

CC CASE NUMBER: 2016Dec0006

In the matter between:

THE COMPETITION COMMISSION OF SOUTH AFRICA

Applicant

And

WILMAR SA PROPRIETARY LIMITED

Respondent

CONSENT AGREEMENT IN TERMS OF SECTION 49D AS READ WITH SECTION 58(1)(b) OF THE COMPETITION ACT, NO. 89 OF 1998, AS AMENDED, BETWEEN THE COMPETITION COMMISSION AND WILMAR SA PROPRIETARY LIMITED, IN RESPECT OF ALLEGED CONTRAVENTION OF SECTION 4(1)(b)(i) AND (ii) OF THE COMPETITION ACT, 1998, AS AMENDED

PREAMBLE

The Competition Commission and Wilmar SA Proprietary Limited (formerly Wilmar Continental Edible Oils and Fats Proprietary Limited) hereby agree that an application be made to the Competition Tribunal for the confirmation of this Consent Agreement as an order of the Tribunal in terms of section 49D read with section 58(1)(b) of the Competition Act, No. 89 of 1998, as amended, in respect of alleged contravention of section 4(1)(b)(i) and (ii) of the Act, on the terms set out below.

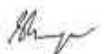


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1. DEFINITIONS

For the purposes of this Consent Agreement, the following definitions shall apply:

- 1.1. **“Act”** means the Competition Act, No. 89 of 1998, as amended.
- 1.2. **“Africa Sun Oil”** means Africa Sun Oil Refineries (Pty) Ltd, a public company registered in accordance with the laws of the Republic of South Africa, with its principal place of business situated at 1271 South Coast Road Mobeni, Durban.
- 1.3. **“B-BBEE Act”** means the Broad Based Black Economic Empowerment Act, No. 53 of 2003, as amended.
- 1.4. **“B-BBEE Contributor Level”** has the meaning given to it in the B-BBEE Act and the codes of good practice and regulations published thereunder.
- 1.5. **“B-BBEE Level 1 Compliant”** means an entity that, at the time of its appointment as a supplier under clause 8.1.2.1, holds a Level 1 B-BBEE Contributor Level.
- 1.6. **“Bursary Fund”** means the bursary fund to be established as part of the Education Initiative.
- 1.7. **“Commission”** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act, with its principal place of business at Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng.

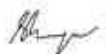


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- 1.8. **“Commissioner”** means the Commissioner of the Commission, appointed in terms of section 22(1) of the Act.
- 1.9. **“Complaint”** means the complaint initiated by the Commissioner in terms of section 49B(1) of the Act under case number: 2016DEC0006.
- 1.10. **“Confirmation Date”** means the date of confirmation of this Consent Agreement as an order of the Tribunal.
- 1.11. **“Consent Agreement”** means this agreement duly signed and concluded between the Commission and Wilmar.
- 1.12. **“Construction Expenditure”** means the portion of the total foreign direct investment which shall be allocated to the procurement of construction materials and related services, as described in clause 8.1.2.
- 1.13. **“Education Initiative”** means the dedicated learnership, apprenticeship, and bursary initiative described in clause 7.2.1.
- 1.14. **“Enterprise and Supplier Development Fund”** means the enterprise and supplier development fund described in clause 7.2.3.
- 1.15. **“Epic Foods”** means Epic Foods (Pty) Ltd, a private company registered in accordance with the laws of the Republic of South Africa, with its principal place of business situated at 1 Guy Gibson Avenue, Aeroton, Southdale, Johannesburg.
- 1.16. **“FR Waring”** means FR Waring Holdings (Pty) Ltd, a private company registered in accordance with the laws of the Republic of South Africa, with its principal place of business situated at 56 Richefond Circle, Ridgeside Office Block, First Floor, Umhlanga Ridge, Durban.

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- 1.17. **"Historically Disadvantaged Persons"** means those persons contemplated in terms of section 3(2) of the Act.
- 1.18. **"High Court Litigation"** means the proceedings instituted by Wilmar, Wilmar Oils and Fats, and Savannah Commodities against the Commission in the High Court of South Africa, Gauteng Division, Pretoria under case number 94763/16.
- 1.19. **"Parties"** means the Commission and Wilmar.
- 1.20. **"Respondents"** means Willowton Group, Wilmar, FR Waring, Africa Sun Oil, Epic Foods, and Sea Lake.
- 1.21. **"Savannah Commodities"** means Savannah Commodities (Pty) Ltd, a company duly registered in accordance with the laws of the Republic of South Africa, with its principal place of business at Bridle Close, Woodmead Park, cnr Van Reenens Avenue and Woodmead Drive, Woodmead, Sandton, South Africa.
- 1.22. **"Sea Lake"** means Sea Lake Investments (Pty) Ltd together with its associate company, Unity Food Products (Pty) Ltd, a private company duly registered in accordance with the laws of the Republic of South Africa, with its principal place of business situated at 6 Birmingham Road, Willowton, Pietermaritzburg.
- 1.23. **"Seized Materials"** means all documents, records, information, electronic data, and any other materials seized by the Commission, or by any third party appointed by the Commission, during its investigation of the Complaint, including (without limitation) all such materials obtained or seized during the search and seizure operation conducted at the premises of Wilmar, Wilmar Oils and Fats, and



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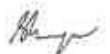
Savannah Commodities, which remain in the possession or under the control of the Commission or any appointed third party.

- 1.24. **“Settlement Amount”** means the settlement amount the Parties have agreed Wilmar will pay in terms of clause 6.
- 1.25. **“Tribunal”** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act, with its principal place of business at Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng.
- 1.26. **“Willowton Group”** means DH Brothers Industries (Pty) Ltd t/a Willowton, a private company registered in accordance with the laws of the Republic of South Africa, with its principal place of business situated at 266 Ohrtmann Road, Willowton, Pietermaritzburg.
- 1.27. **“Wilmar”** means Wilmar SA (Pty) Ltd (formerly Wilmar Continental Edible Oils and Fats (Pty) Ltd), a company duly registered in accordance with the laws of the Republic of South Africa, with its principal place of business at 144 Main Reef Road, Randfontein, South Africa.
- 1.28. **“Wilmar Oils and Fats”** means Wilmar Oils and Fats Africa (Pty) Ltd, a company duly registered in accordance with the laws of the Republic of South Africa, with its principal place of business at Bridle Close, Woodmead Park, cnr Van Reenens Avenue and Woodmead Drive, Woodmead, Sandton, South Africa.

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2. THE COMPLAINT INVESTIGATION FINDINGS

- 2.1 On 2 December 2016, the Commission initiated a complaint against the Respondents for price fixing and/or fixing of trading conditions in contravention of section 4(1)(b)(i) of the Act. This complaint was investigated under case number 2016DEC006. The initiation in this matter was later amended to include the allegation of market division against Willowton Group and Wilmar under section 4(1)(b)(ii) of the Act.
- 2.2 The Respondents are alleged to have entered into an agreement and/or engaged in a concerted practice to fix prices and divide markets by allocating specific goods in the supply of edible oils, including baking fats and margarine, in South Africa. The conduct is alleged to have been in place as far back as the year 2007.
- 2.3 On 8 December 2016, the Commission conducted a search and seizure operation at the premises of all the Respondents save for Sea Lake. Following on from this operation, FR Waring and the Willowton Group (in the Pietermaritzburg High Court) and Wilmar (in the Gauteng High Court) instituted urgent applications to interdict the Commission from performing any further searches on evidence secured through the seizure and sought a reconsideration of the search warrant.
- 2.4 The Pietermaritzburg High Court granted the application and set aside the search warrant in respect of the Willowton Group and FR Waring. The Commission was then ordered to return all seized documents to the respective Respondents from whom they had been seized.
- 2.5 The High Court Litigation instituted by Wilmar, Wilmar Oils and Fats, and Savannah Commodities remains ongoing and has not been withdrawn to date.



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- 2.6 As part of the context and history of litigation between the Commission, Wilmar and Willowton, it is noted that following the order of the High Court, the Commission approached the Supreme Court of Appeal and Constitutional Court to set aside the High Court order, but this was not successful.
- 2.7 On 16 March 2021, the Commissioner issued summons against the Respondents. Following the summons, the Willowton Group and Sea Lake filed review applications in the Pretoria High Court to review and set aside the Commission's initiation, and the Commission's decision to pursue investigation and summons, and seeking to interdict the Commission from pursuing the investigation. Subsequently, the Willowton Group and Sea Lake concluded consent agreements with the Commission, which were confirmed by the Tribunal.
- 2.8 These consent agreements resulted in the withdrawal of the review applications and the termination of the Commission's investigation insofar as it relates to the Willowton Group and Sea Lake.

3. WILMAR'S POSITION

Wilmar denies that it has contravened the Act as alleged by the Commission. No findings have been made by the Commission in this regard.

4. NO ADMISSION OF LIABILITY

- 4.1 Wilmar does not admit that it acted in contravention of section 4(1)(b)(i) and/or (ii) of the Act as described in paragraph 2 above. Nonetheless, the Parties have agreed to enter into this Consent Agreement.
- 4.2 The ongoing High Court Litigation has delayed the investigation and finalisation of this matter. The Commission has not made any findings in the matter.

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4.3 The Parties have agreed that settlement is a pragmatic resolution to this long-standing dispute. The Parties also acknowledge that:

4.3.1 The High Court Litigation has been going on for a long time, and is distracting and costly; and

4.3.2 Settlement is in their respective best interests.

5. RETURN OF ALL INFORMATION SEIZED

The Commission agrees and undertakes to ensure the return of all Seized Materials to Wilmar within 30 (thirty) days of the Confirmation Date.

6. SETTLEMENT PAYMENT

6.1 The Parties have agreed that Wilmar will pay a Settlement Amount of R1 000 000 (one million Rand).

6.2 The Settlement Amount does not exceed 10% of Wilmar's total annual income in the Republic and its exports from the Republic for its 2024 financial year.

6.3 Wilmar will pay the Settlement Amount to the Commission in one instalment within 30 (thirty) days after the Confirmation Date.

6.4 The Settlement Amount shall be paid into the Commission's bank account which is as follows:

NAME: THE COMPETITION COMMISSION FEE ACCOUNT



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BANK: ABSA BANK, PRETORIA
ACCOUNT NUMBER: 4087641778
ACCOUNT TYPE: CURRENT ACCOUNT
BRANCH CODE: 632005
PAYMENT RERERENCE: 2016DEC0006/WILMAR

6.5 The Settlement Amount will be paid over by the Commission to the National Revenue Fund in accordance with the provisions of section 59(4) of the Act.

7. PUBLIC INTEREST COMMITMENTS

7.1 Within a period of 5 (five) years commencing on the Confirmation Date, Wilmar will invest an aggregate amount of R49 500 000 (forty-nine million five hundred thousand Rand) in public interest initiatives as set out in this clause 7.

7.2 The aggregate amount set out in clause 7.1 will be allocated as follows:

7.2.1 Education Initiative

7.2.1.1 Wilmar shall allocate an amount of R [REDACTED] to the Education Initiative;

7.2.1.2 No less than [REDACTED] % ([REDACTED] percent) of the recipients of funding under the Education Initiative shall be women;

7.2.1.3 The Education Initiative will comprise a combination of learnerships, apprenticeships and bursaries to Historically Disadvantaged Persons and/or otherwise underprivileged candidates; and



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7.2.1.4 Funding under the Education Initiative shall be limited to post-school education and training, and shall not include primary education.

7.2.2 School infrastructure development

7.2.2.1 Wilmar shall allocate an aggregate amount of R [REDACTED] ([REDACTED] Rand) towards school infrastructure development initiatives;

7.2.2.2 Of this, an amount of R [REDACTED] [REDACTED] Rand) shall be specifically allocated for the eradication of pit latrines at rural schools; and

7.2.2.3 The remaining amount of R [REDACTED] [REDACTED] Rand) shall be allocated to other school infrastructure projects, including the construction of new schools and the refurbishment and re-equipment of existing schools.

7.2.3 Enterprise and Supplier Development Fund

7.2.3.1 Wilmar shall allocate an amount of R [REDACTED] Rand) to establish an Enterprise and Supplier Development Fund for a period of at least [REDACTED] following its establishment.

7.2.3.2 The Enterprise and Supplier Development Fund shall be applied towards business incubation initiatives, including the provision of capital to support the establishment and expansion of small,

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medium, and micro enterprises and businesses in which [REDACTED] percent [REDACTED]%) of the equity shareholding plus one share is held by one or more Historically Disadvantaged Persons.

7.2.3.3 Beneficiaries of the Enterprise and Supplier Development Fund shall be integrated into Wilmar's supply chain and shall receive a guaranteed commercial engagement with Wilmar for a minimum period of [REDACTED] months.

7.2.3.4 In addition to financial support, the initiative shall provide a comprehensive suite of developmental interventions, including but not limited to structured mentorship, regulatory compliance training, and IT enablement.

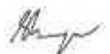
8. FOREIGN DIRECT INVESTMENT COMMITMENT

8.1 Wilmar undertakes to implement a foreign direct investment initiative designed to enhance local industrial capacity, as follows:

8.1.1 Wilmar will establish a new rice packaging plant with a projected total capital investment of approximately R [REDACTED] (Rand).

8.1.2 Of this, an amount of R [REDACTED] (Rand) of the total capital investment shall be allocated to the Construction Expenditure, and apportioned on the following basis:

8.1.2.1 [REDACTED] % [REDACTED] percent) of the Construction Expenditure, amounting to R [REDACTED] (Rand), shall be allocated to suppliers who are B-BBEE [REDACTED] Compliant; and



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8.1.2.2 [REDACTED] % [REDACTED] percent) of the Construction Expenditure, amounting to R [REDACTED] Rand), shall be allocated to suppliers in which [REDACTED] % of the equity shareholding [REDACTED] is held by one or more Historically Disadvantaged Persons.

9. FUTURE CONDUCT

- 9.1 Wilmar agrees and undertakes not to engage in any anti-competitive conduct that is in contravention of the Act.
- 9.2 Wilmar will develop, implement, and monitor a competition law compliance programme as part of its corporate governance policy, which is designed to ensure that all employees, management and other functionaries do not engage in conduct that is in contravention of the Act. In particular, such a compliance programme will include mechanisms for the identification, prevention, detection and monitoring of any contraventions of the Act.
- 9.3 Wilmar shall submit a copy of the compliance programme to the Commission within 30 (thirty) days of the Confirmation Date.
- 9.4 Wilmar shall circulate a statement summarising the non-confidential contents of the Consent Agreement to all employees within 30 (thirty) days the Confirmation Date and report to the Commission once this obligation has been complied with.



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10. COMPLIANCE WITH THE SETTLEMENT ORDER

Wilmar undertakes to:

10.1 Education Initiatives

10.1.1 Within 90 (ninety) days of the Confirmation Date, advertise, including on its social media platform, the details of the Bursary Fund, and inviting potential applicants to submit applications. The notice for the submission of applications for the Bursary Fund shall be a period of no less than 60 (sixty) days.

10.1.2 Provide the Commission on an annual basis with a report detailing:

10.1.2.1 the selection criteria for qualification of candidates that will benefit under the Bursary Fund;

10.1.2.2 utilisation of the Bursary Fund;

10.1.2.3 the bursaries awarded including the names of the students, the school details, and the program and place of study; and

10.1.2.4 the tracking of academic achievements and graduation rates of the Bursary Fund recipients.

10.1.3 Within 90 (ninety) days of the Confirmation Date, advertise, including on its social media platform, the details of the learnerships and

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apprenticeships offered under the Education Initiative, and inviting applicants to submit applications. The notice for the submission of applications shall be a period of no less than 60 (sixty) days.

10.1.4 Provide the Commission on an annual basis with a report detailing:

10.1.4.1 the selection criteria for qualification of candidates that will benefit under the learnership and apprenticeship programmes;

10.1.4.2 the learnership and apprenticeship programs awarded including the names of the learners and apprentices, the field and the institutions under which they are be placed; and

10.1.4.3 the tracking of the recipients' qualifications and certifications in the particular field.

10.2 *School infrastructure development*

10.2.1 Within 90 (ninety) days of the Confirmation Date, identify and select the schools in need of the eradication of pit latrines. The majority of the expenditure referred to in clause 7.2.2.2 shall be allocated to schools situated in the provinces of Limpopo, the Eastern Cape and Free State.

10.2.2 Provide the Commission on an annual basis with a report detailing:

10.2.2.1 the selection criteria for the schools that will benefit under the education initiative program;

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10.2.2.2 the utilisation of the funds; and

10.2.2.3 the progress of the eradication of latrines in the schools.

10.3 Enterprise and Supplier Development Fund

10.3.1 Within [REDACTED] of the Confirmation Date, establish and administer an Enterprise and Supplier Development Fund.

10.3.2 Within 90 (ninety) days of the Confirmation Date, advertise, including on its social media platform, the details of the Enterprise and Supplier Development Fund inviting applicants to submit applications. The notice for the submission of applications shall be a period of no less than 60 (sixty) days.

10.3.3 Provide the Commission on an annual basis with a report detailing:

10.3.3.1 the selection criteria of firms that will benefit under the fund; and

10.3.3.2 the funds awarded including the names of the firms selected and which category of the value chain they fall under.

10.4 Foreign Direct Investment

10.4.1 Within [REDACTED] of the Confirmation Date, invest funds to build and commission a new rice packing and storage facility.

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- 10.4.2 Wilmar commits to a fair and transparent process for the appointment of suppliers in accordance with the criteria set out in clause 8.1.2 above.
 - 10.4.3 As soon as reasonably practicable, provide the Commission with the list of the qualifying suppliers selected to provide goods and/or services in respect of the project.
 - 10.4.4 Should a successful commercial relationship with any selected, qualifying supplier not be established or deteriorate, Wilmar reserves the right to cancel and secure an alternative supplier fitting the same profile.
 - 10.4.5 Provide the Commission on an annual basis with a report during and immediately after the construction of the new rice packing and storage facility detailing which suppliers and what kind of services each of the suppliers were providing and what value those services are.
- 10.5 Wilmar shall provide the Commission, upon request, with such other information as the Commission may reasonably require in relation to the above commitments.
- 10.6 The Commission shall have the right to request any information that it determines as being necessary from Wilmar in relation to any aspect of the commitments made.
- 10.7 All reports concerning the conditions set out in this Consent Agreement, including but not limited to the provision of the compliance programme and proof of payment of the Settlement Amount, shall be submitted to the Commission at Cartelsettlements@comp.com.co.za.



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11. FULL AND FINAL SETTLEMENT

- 11.1 This Consent Agreement is entered into in full and final settlement of the Complaint and upon confirmation as an order of the Tribunal, concludes all proceedings between the Parties in respect of the conduct contemplated under the Commission's investigation under case number: 2016DEC0006.
- 11.2 The Commission confirms that there are no other matters currently under investigation involving any entity in the Wilmar corporate group.
- 11.3 Subject to the Commission complying with its undertaking in clause 5 of this Consent Agreement, Wilmar shall ensure that it, together with Wilmar Oils and Fats and Savannah Commodities, will withdraw the High Court Litigation, with each party bearing its own legal costs.
- 11.4 Wilmar shall ensure that it, together with Wilmar Oils and Fats and Savannah Commodities, serves and files a Notice of Withdrawal of the High Court Litigation with the Commission within 5 (five) days of the Confirmation Date.



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Dated and signed at RANDFONTEIN on the 28 day of OCTOBER 2025



Name in Full: SHAUN YEO SUNG EN

Position: GENERAL MANAGER

Duly authorised to sign for Wilmar SA (Pty) Ltd

Dated and signed at Pretoria on the 04 day of November 2025



Doris Tshepe

Commissioner

For the Competition Commission