

**Case law****Case Details****National ID:** link**Member State:** Netherlands**Common Name:** D.S. Meurs v. Van Esch Poppeliers Veenendaal BV**Decision type:** Other**Decision date:** 05/06/2001**Court:** Gerechtshof (Appellate court, Arhem)**Subject:****Plaintiff:****Defendant:****Keywords:****Directive Articles**Unfair Contract Terms Directive, [Article 1, 1](#).**Headnote**

In the official capacity the judge can annul parts of the general terms and conditions on the bases of directive 93/13.

**Facts**

Meurs buys an expensive and exclusive sofa of Poppeliers. When Poppeliers informs Meurs that the kind of leather he had ordered could not be delivered, Meurs phones to say he wants to cancel the agreement. This is possible under article 10 of the general terms of the contract. Poppeliers demands compensation for the costs that come with the cancellation. Meurs has no permanent access to professional guidance during the trail.

**Legal issue**

The court takes the initiative to examine whether art. 10 of the general terms is valid under the conditions stated in directive 93/13/EC, since Meurs has not argued this. It comes to the conclusion that this is not the case.

**Decision**Full text: [Full text](#)**Related Cases**

No results available

**Legal Literature**

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**Result**