

Case law**Case Details**

National ID: RGD-32/2011

Member State: Poland

Common Name: link

Decision type: Other

Decision date: 30/12/2011

Court: Prezes Urzędu Ochrony Konkurencji i Konsumentów

Subject:

Plaintiff:

Defendant:

Keywords:

Directive Articles

Distance Selling Directive, [Article 6, 1](#).

Headnote

In a consumer contract for sale, a clause in the standard terms stating that, due to the fact that the seller usually has only one piece of the product offered on his website, any re-placement or return will not be accepted, is unfair.

Facts

The seller runs the popular website "Allegro.pl". The standard terms available via this website contained the clause: "Due to the fact that the seller usually only has one piece of the product, any replacement or return will not be accepted."

Legal issue

The facts were held violating the Polish law transposing the Distance Selling Directive 97/7/EC, in particular Article 7 (1), (3), Art 10 (1) of the Law on the Protection of certain rights of consumers.

Decision

Full text: [Full text](#)

Related Cases

No results available

Legal Literature

No results available

Result