

Rechtsprechung

Rechtssachenbeschreibung

Nationale Kennung: 312 O 74/09

Mitgliedstaat: Deutschland

Gebrauchliche Bezeichnung: Nicht-Einhaltung der Lieferfrist II - Beamer-Lampe

Art des Beschlusses: Erstinstanzlicher Gerichtsbeschluss

Beschlussdatum: 01/05/2009

Gericht: Landgericht - LG (Hamburg)

Betreff:

Kläger: not disclosed

Beklagter: online dealer of electronic products - name not disclosed

Schlagworte: ability to supply, delivery, false information, internet, misleading statements

Artikel der Richtlinie

Unfair Commercial Practices Directive, [Chapter 2, Section 1, Article 6, 1., \(b\)](#) Unfair Commercial Practices Directive, [Chapter 2, Section 1, Article 7, 4., \(d\)](#)

Leitsatz

If an online dealer quotes a specific delivery period for offers on his website, but knows that he does not have enough stock to fulfil the expected demand for the offer, so that the products cannot be delivered within this period, he misleads his customers.

Sachverhalt

An online dealer quoted a delivery time of 2-4 days within a comp shop and 5-7 days in its online shop, for a product which was out of stock at his supplier.

The plaintiff requested to impose a cease-and-desist order for advertisements for products that were not available at the time of the advertisement, or for products which the advertiser would not be able to deliver within the specified delivery period.

Rechtsfrage

Does a wrong indication of a delivery time for a product constitute an unfair commercial practice?

Entscheidung

The false indication of a delivery period can violate §§ 5 I No. 1, 5a III No. 4, III UWG (the German Unfair Competition Act) if the online dealer should know that the product cannot, by far, be delivered by the specified date. According to the court, consumers expect in online shops where the offers are continuously updated that the offered products are immediately available if not indicated otherwise. Also, consumers typically expect a quick delivery from online shops, and the delivery time is crucial for their decision in which online shop to buy. An advertisement is therefore misleading if the dealer knows that there is no possibility to meet the indicated delivery time.

Volltext: [Volltext](#)

Verbundene Rechtssachen

Keine Ergebnisse verfügbar

Rechtsliteratur

Keine Ergebnisse verfügbar

Ergebnis

The plaintiff's request was granted.