

Case law**Case Details****National ID:** 11-27782**Member State:** France**Common Name:** 11-27782**Decision type:** Supreme court decision**Decision date:** 20/12/2012**Court:** Supreme Court**Subject:****Plaintiff:** Mrs. X**Defendant:** Société Bazar de l'Hôtel de Ville**Keywords:** information requirements, material information, price information**Directive Articles**Unfair Commercial Practices Directive, [Chapter 2, Article 5, 1.](#) Unfair Commercial Practices Directive, [Chapter 2, Section 1, Article 6, 1., \(d\)](#)**Headnote**

Selling a computer with a pre-installed software, without clearly informing the consumer of such software, does not constitute an unfair commercial practice when the consumer does not specify he wants a software-free computer.

Facts

A consumer (the plaintiff) bought a computer with a pre-installed operating software in a store (the defendant).

The plaintiff requested to be refunded for the software, arguing that she had never requested such software and that defendant had breached its information obligation by not informing the plaintiff that such software was installed and was always included in the price.

In first instance, the tribunal denied the plaintiff's claim.

Legal issue

According to the court, the plaintiff never mentioned she did not want any pre-installed software. The court ruled that the defendant did not breach its information obligation by not informing the plaintiff of the possibility of buying computer's components separately or of the price of each of them.

As a result, the court ruled that the defendant's practice was not unfair.

Decision

Does selling a computer with a pre-installed software, without clearly informing the consumer of such software, constitute an unfair commercial practice?

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