

## Case Details

### Case Details

National ID	no of protocol 29962
Member State	Greece
Common Name	link
Decision type	Other
Decision date	04/10/2016
Court	Ombudsman of the Consumer
Subject	
Plaintiff	Unknown
Defendant	Unknown
Keywords	distance contracting, goods, packaging, product characteristics, right of withdrawal

### Directive Articles

Consumer Rights Directive, [Chapter 3, Article 13, 1.](#) Consumer Rights Directive, [Chapter 3, Article 14, 2.](#)

### Headnote

The consumer should in principle be able to open the packaging in order to examine the goods, in the event similar goods usually appear without packaging at the stores.

### Facts

The plaintiff lodged a complaint before the Ombudsman of the Consumer asking to receive back the money paid for the purchase of six chairs after having exercised the right of withdrawal from the distance sales contract.

### Legal issue

The Court held that the potential examination/handling of the goods from the consumer does not deprive the consumer from his/her right of withdrawal on condition that this examination is necessary to inspect the nature, the characteristics and the functioning of the goods to the same extent as he/she would have done in a physical store.

### Decision

Is the consumer still entitled to exercise the right of withdrawal from a distance sales contract when he/she has opened the packaging to examine the goods?

URL: <http://www.synigoroskatanaloti.gr/docs/reports/2016-10-04.%CE%A3%CF%85%CF%83%CF%84%CE%B1%CF%83%CE%B7-%CF%85%CF%80%CE%B1%CE%BD%CE%B1%CF%87%CF%89%CF%81%CE%B7%CF%83%CE%B7.pdf>

Full text: [Full text](#)

### Related Cases

No results available

### Legal Literature

No results available

**Result**

The court recommended to the defendant to immediately return any amount paid by the plaintiff including all delivery costs and to notify in writing, whether it accepts the present written recommendation (plaintiff's request was granted).

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