

## Case law

### Case Details

**National ID:** Decision no. 375/2016

**Member State:** Romania

**Common Name:** link

**Decision type:** Court decision in appeal

**Decision date:** 13/04/2016

**Court:** Sibiu Tribunal

**Subject:**

**Plaintiff:** Unknown

**Defendant:** Unknown

**Keywords:** price, refund, right of withdrawal

### Directive Articles

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

### Headnote

The seller has to bear the delivery costs and to pay legal interest to the principal amount, calculated from the date of receipt of the returned product until the date of the refund.

### Facts

After viewing the sale advertisements displayed on the defendant's website, the plaintiff ordered an espresso maker. It was sent by express mail and paid on delivery.

Since the product was found to be inadequate, being faulty and not running properly, the plaintiff sought to unilaterally terminate the contract and notified the defendant of this. Moreover, the plaintiff sought interests for the period of time from the return of the product until the refund.

### Legal issue

The court ordered the defendant to bear the delivery costs and to pay legal interest to the principal amount, calculated from the date of receipt of the returned product until the date of the refund.

### Decision

Is the seller bound to bear the delivery costs and to pay legal interest to the principal amount from the date of receipt of the returned product until the date of the refund ?

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### Related Cases

No results available

### Legal Literature

No results available

### Result

The plaintiff's appeal was rejected.