

**Question for written answer E-013850/2015**  
**to the Commission**  
Rule 130  
**Werner Langen (PPE)**

Subject: EU Consumer Rights Directive (2011/83/EU) and German Federal Supreme Court ruling (VIII ZR 249/14) on the right of withdrawal in distance contracts for heating oil deliveries

On 17 June 2015, the German Federal Supreme Court ruled that the consumer's right of withdrawal applies in distance contracts for heating oil deliveries (case reference VIII ZR 249/14).

Because the price which heating oil customers in Germany are contractually required to pay is the price at the time of ordering, many customers tend to cancel their orders if, between the order date and the delivery date, the price keeps falling. They then place a new order at a cheaper price. In many cases there is a period of weeks between the order date and the delivery date. This is particularly problematic for small and medium-sized companies because they buy in oil at current prices in line with their order volumes, only to find subsequently that they cannot deliver it, or have to deliver it at lower prices. Many operators see the problem as a threat to their livelihood.

The applicable legislation here is Directive 2011/83/EU as transposed into national law.

1. What is the Commission's view of the issue?
2. Does the Commission consider that the Federal Supreme Court ruling undermines the position of small and medium-sized companies, with the resultant effect of restricting competition?
3. Is it possible to amend Directive 2011/83/EU, or indeed are there plans to amend it, in order to resolve this problem?