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*Committee on the Internal Market and Consumer Protection*

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**2008/0196(COD)**

25.10.2010

# **AMENDMENTS 674 - 1134**

**Draft report**  
**Andreas Schwab**  
(PE442.789v04-00)

on Consumer rights

Proposal for a directive  
(COM(2008)0614 – C6-0349/2008 – 2008/0196(COD))

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**EN**

*United in diversity*

**EN**

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**Amendment 674**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 5 – paragraph 3 a (new)**

*Text proposed by the Commission*

*Amendment*

***3a. where applicable, if the trader concludes a sales or service contract with a clearly disadvantaged group of consumers, be it on grounds of mental or physical disability or on the basis of age, and if this disadvantage is perceptible by the trader, in this given case the information has to be clear and comprehensible for an average consumer of this group.***

Or.en

**Amendment 675**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 5 – paragraph 3 b (new)**

*Text proposed by the Commission*

*Amendment*

***3b. this article shall not influence, the information requirements that are imposed upon the salesperson by specific legislation of the European Union***

Or.en

**Amendment 676**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 5 – paragraph 3 c (new)**

*Text proposed by the Commission*

*Amendment*

**3c. The burden of proof for the compliance with the required information mentioned in paragraph 1 lies with the trader.**

Or.en

**Amendment 677**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 5 – paragraph 3 d (new)**

*Text proposed by the Commission*

*Amendment*

**3d. The required information, that has to be provided according to this chapter, has to be formulated in a clear and intelligible language and be legible.**

Or.en

**Amendment 678**  
**Andreas Schwab, Wim van de Camp, Konstantinos Poupakis, Malgorzata Handzlik, Sandra Kalniete, Lara Comi, Pablo Arias Echeverria**

**Proposal for a directive**  
**Article 5 – paragraph 3 e (new)**

*Text proposed by the Commission*

*Amendment*

**3e. Article 5 is without prejudice to Directive 2000/31/EC of the European Parliament and of the Council.**

Or. de

**Amendment 679**  
**Zuzana Roithová**

**Proposal for a directive**  
**Article 5 – paragraph 3 a (new)**

*Text proposed by the Commission*

*Amendment*

**3a. The trader bears the burden of proof that he has provided the information required by this Article.**

Or.en

**Amendment 680**  
**Zuzana Roithová**

**Proposal for a directive**  
**Article 5 – paragraph 3 b (new)**

*Text proposed by the Commission*

*Amendment*

**3b. The information provided according to this Article shall be given in plain, intelligible language, be legible and in the same font size.**

Or.en

**Amendment 681**  
**Zuzana Roithová**

**Proposal for a directive**  
**Article 5 – paragraph 3 c (new)**

*Text proposed by the Commission*

*Amendment*

**3c. Where the trader engages in the conclusion of sales or service contracts with a clearly identifiable group of consumers who are particularly vulnerable to the commercial practice or the underlying product because of their mental or physical infirmity, age or credulity in a way which the trader could reasonably be expected to foresee, the**

*information to be provided under this Article shall be provided in language, which is plain and intelligible for the average member of that group.*

Or.en

**Amendment 682**  
**Zuzana Roithová**

**Proposal for a directive**  
**Article 5 – paragraph 3 d (new)**

*Text proposed by the Commission*

*Amendment*

***3d. This Article shall not affect information requirements imposed on traders on the basis of specific Community legislation.***

Or.en

**Amendment 683**  
**Catherine Soullie**

**Proposal for a directive**  
**Article 5 – paragraph 3 a (new)**

*Text proposed by the Commission*

*Amendment*

***3a. The information requirements referred to in paragraph 1 shall be deemed to have been successfully fulfilled by the trader when the information is provided in such a way so as to guarantee full awareness of the average consumer, who is expected to be observant and circumspect when concluding a contract.***

Or.en

**Amendment 684**  
**Damien Abad**

**Proposal for a directive**  
**Article 5 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 5a**

***Except where otherwise provided by this directive, Member States shall not maintain or adopt in their national law provisions which diverge from those set out in this chapter, including stricter or less strict provisions seeking to guarantee a different level of consumer protection.***

Or.fr

*Justification*

*Chapters II and III have been merged as proposed by the rapporteur. The general principle for the interpretation of this chapter is that of maximum harmonisation, except where the directive provides otherwise, particularly in Articles 12(4) and 20a.*

**Amendment 685**  
**Cornelis de Jong**

**Proposal for a directive**  
**Article 5 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 5a**

***Member States may, where necessary in order to ensure a higher level of consumer protection, maintain or introduce, in their national law, provisions diverging from those laid down in Article 5.***

Or.en

**Amendment 686**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 6 – paragraph -1 (new)**

*Text proposed by the Commission*

*Amendment*

***-1. Member States may maintain or adopt in their national law stricter provisions than those set out in this article with a view to guaranteeing a higher level of consumer protection.***

Or.fr

*Justification*

*To clarify that minimum harmonisation applies in the case of Article 6.*

**Amendment 687**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 6 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

2. Without prejudice to Articles 7(2), 13 and 42, the consequences of any breach of Article 5, shall be determined in accordance with the applicable national law. Member States shall provide in their national laws for effective contract law remedies for any breach of Article 5.

2. Without prejudice to Articles 7(2), 13 and 42, the consequences of any breach of Article 5, shall be determined in accordance with the applicable national law. Member States shall provide in their national laws for effective contract law remedies for any breach of Article 5.

***If the trader has not complied with any other information requirement as referred to in paragraph 1, the consumer may***

***(a) avoid the contract, unless this is unreasonable in the circumstances;***

***or***

***(b) claim damages for any loss resulting from the failure to comply with the information requirement.***



*Justification*

*It is desirable to introduce a minimum standard for consequences for a failure to provide information.*

**Amendment 688****Werner Langen, Kurt Lechner****Proposal for a directive****Article 6 – paragraph 2***Text proposed by the Commission*

2. Without prejudice to Articles 7(2), 13 and 42, the consequences of any breach of Article 5, shall be determined in accordance with the applicable national law. Member States shall provide in their national laws for effective contract law remedies for any breach of Article 5.

*Amendment*

2. Without prejudice to Articles 7(2), 13 and 42, the consequences of any breach of Article 5, shall be determined in accordance with the applicable national law. Member States shall provide in their national laws for effective **and proportionate** contract law remedies for any breach of Article 5.

Or. de

*Justification*

*The proportionality principle is an established legal principle in the context of applying Community rules, and should not be neglected in this directive. It should be left to the Member States to determine the optimum legal remedies in accordance with their respective legal traditions.*

**Amendment 689****Robert Rochefort****Proposal for a directive****Article 6 – paragraph 2***Text proposed by the Commission*

2. Without prejudice to Articles 7(2), 13 and 42, the consequences of any breach of Article 5, shall be determined in accordance with the applicable national

*Amendment*

2. Without prejudice to Articles 13 and 42, the consequences of any breach of Article 5 shall be determined in accordance with the applicable national law. Member States

law. Member States shall provide *in their national laws* for effective *contract law* remedies for any breach of Article 5.

shall provide for effective remedies for any breach of Article 5.

Or.fr

**Amendment 690**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 6 – paragraph 2**

*Text proposed by the Commission*

2. *Without prejudice to Articles 7(2), 13 and 42, the consequences of any breach of Article 5, shall be determined in accordance with the applicable national law. Member States shall provide in their national laws for effective contract law remedies for any breach of Article 5.*

*Amendment*

2. *Does the trader not comply with any of the information requirements referred to in paragraph 1, the consumer may*

a) *declare the contract as void, unless this leads to unreasonable circumstances;*

b) *claim damages for any loss resulting from the failure to comply with the information requirements*

Or.en

**Amendment 691**  
**Philippe Juvin, Constance Le Grip**

**Proposal for a directive**  
**Article 6 – paragraph 2**

*Text proposed by the Commission*

2. Without prejudice to Articles 7(2), 13 and 42, the consequences of any breach of Article 5, shall be determined in accordance with the applicable national law. Member States shall provide *in their national laws* for effective *contract law* remedies for any breach of Article 5.

*Amendment*

2. Without prejudice to Articles 13 and 42, the consequences of any breach of Article 5 shall be determined in accordance with the applicable national law. Member States shall provide for effective remedies for any breach of Article 5.

*Justification*

*It is important to allow Member States the discretion to determine freely which texts should provide for effective remedies for any breach of Article 5 and the place such texts should occupy in national law.*

**Amendment 692****Othmar Karas****Proposal for a directive****Article 6 – paragraph 2***Text proposed by the Commission*

2. Without prejudice to Articles 7(2), 13 and 42, the consequences of any breach of Article 5 shall be determined in accordance with the applicable national law. ***Member States shall provide in their national laws for effective contract law remedies for any breach of Article 5.***

*Amendment*

2. Without prejudice to Articles 7(2), 13 and 42, the consequences of any breach of Article 5 shall be determined in accordance with the applicable national law.

*Justification*

*The actual consequences of Member States' being obliged to provide for 'effective contract law remedies' against any breach of the information requirements are unpredictable. It is to be assumed, however, that it will have extremely explosive consequences, which will only become apparent following Court of Justice rulings. The legal uncertainty that would result is undesirable.*

**Amendment 693****Robert Rochefort****Proposal for a directive****Article 7***Text proposed by the Commission**Article 7****Specific information requirements for****Amendment****deleted***

*intermediaries*

**1. Prior to the conclusion of the contract, the intermediary shall disclose to the consumer, that he is acting in the name of or on behalf of another consumer and that the contract concluded, shall not be regarded as a contract between the consumer and the trader but rather as a contract between two consumers and as such falling outside the scope of this Directive.**

**2. The intermediary, who does not fulfil the obligation under paragraph 1, shall be deemed to have concluded the contract in his own name.**

**3. This Article shall not apply to public auctions.**

Or.fr

**Amendment 694  
Emilie Turunen**

**Proposal for a directive  
Article 7 – paragraph 1**

*Text proposed by the Commission*

*Amendment*

**1. Prior to the conclusion of the contract, the intermediary shall disclose to the consumer, that he is acting in the name of or on behalf of another consumer and that the contract concluded, shall not be regarded as a contract between the consumer and the trader but rather as a contract between two consumers and as such falling outside the scope of this Directive.**

*deleted*

Or.en

**Amendment 695**  
**Sylvana Rapti, Konstantinos Poupakis**

**Proposal for a directive**  
**Article 7 – paragraph 1**

*Text proposed by the Commission*

1. Prior to the conclusion of the contract, the intermediary shall disclose to the consumer, that he is acting in the name of or on behalf of another consumer and that the contract concluded, shall not be regarded as a contract between the consumer and the trader but rather as a contract between two consumers and as such **falling** outside the scope of this Directive.

*Amendment*

1. Prior to the conclusion of the contract, the intermediary shall disclose to the consumer, that he is acting in the name of or on behalf of another consumer and that the contract concluded, shall not be regarded as a contract between the consumer and the trader but rather as a contract between two consumers and **it shall be made clear to the consumer that as such the contract falls** outside the scope of this Directive **and that the consumer therefore does not enjoy the protection afforded under the provisions thereof.**

Or.el

**Amendment 696**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 7 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

**2a. This article is without prejudice to national legislations that consider certain contracts concluded through an intermediary as business-to-consumer contracts**

Or.en

*Justification*

*Certain contracts concluded through the intervention of an intermediary can be considered business-to-consumer contracts, for example in the case of certain second-hand sellings and online transactions.*

**Amendment 697**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Chapter 3 – title**

*Text proposed by the Commission*

*Amendment*

***Consumer information and withdrawal  
right for distance and off-premises  
contracts***

***deleted***

Or. de

**Amendment 698**  
**Othmar Karas**

**Proposal for a directive**  
**Chapter 3 – title (new)**

*Text proposed by the Commission*

*Amendment*

***Targeted full harmonisation***

Or. de

**Amendment 699**  
**Othmar Karas**

**Proposal for a directive**  
**Article 8 a (new)**

*Text proposed by the Commission*

*Amendment*

***Article 8a***

***Save as otherwise provided by this  
Chapter, Member States may not  
maintain or introduce, in their national  
law, provisions diverging from those laid  
down in this Chapter in order to ensure a  
different level of consumer protection.***

Or. de

**Amendment 700**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 8**

*Text proposed by the Commission*

*Amendment*

**Article 8**

*deleted*

**Scope**

***This Chapter shall apply to distance and off-premises contracts.***

Or.fr

*Justification*

*Follows on from the rearrangement of Chapters II and III of the Commission proposal on consumer information and the right of withdrawal regarding distance and off-premises contracts.*

**Amendment 701**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Article 8 – paragraph 1**

*Text proposed by the Commission*

*Amendment*

***This Chapter shall apply to distance and off-premises contracts.***

*deleted*

Or. de

**Amendment 702**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 9**

*Text proposed by the Commission*

*Amendment*

**Article 9**

*deleted*

***Information requirements for distance and off-premises contracts***

***As regards distance or off-premises contracts, the trader shall provide the following information which shall form an integral part of the contract:***

***(a) the information referred to in Articles 5 and 7 and, by way of derogation from Article 5(1)(d), the arrangements for payment, delivery and performance in all cases;***

***(b) where a right of withdrawal applies, the conditions and procedures for exercising that right in accordance with Annex I;***

***c) if different from his geographical address, the geographical address of the place of business of the trader (and where applicable that of the trader on whose behalf he is acting) where the consumer can address any complaints;***

***d) the existence of codes of conduct and how they can be obtained, where applicable;***

***e) the possibility of having recourse to an amicable dispute settlement, where applicable;***

***(f) that the contract will be concluded with a trader and as a result that the consumer will benefit from the protection afforded by this Directive.***

Or.fr

*Justification*

*Follows on from the rearrangement of Chapters II and III of the Commission proposal on consumer information and the right of withdrawal regarding distance and off-premises contracts.*



**Amendment 703**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Article 9**

*Text proposed by the Commission*

*Amendment*

*Article 9*

*deleted*

***Information requirements for distance  
and off-premises contracts***

***As regards distance or off-premises  
contracts, the trader shall provide the  
following information which shall form  
an integral part of the contract:***

***(a) the information referred to in Articles  
5 and 7 and, by way of derogation from  
Article 5(1)(d), the arrangements for  
payment, delivery and performance in all  
cases;***

***(b) where a right of withdrawal applies,  
the conditions and procedures for  
exercising that right in accordance with  
Annex I;***

***(c) if different from his geographical  
address, the geographical address of the  
place of business of the trader (and where  
applicable that of the trader on whose  
behalf he is acting) where the consumer  
can address any complaints;***

***(d) the existence of codes of conduct and  
how they can be obtained, where  
applicable;***

***(e) the possibility of having recourse to an  
amicable dispute settlement, where  
applicable;***

***(f) that the contract will be concluded with  
a trader and as a result that the consumer  
will benefit from the protection afforded  
by this Directive.***

Or. de

**Amendment 704**

**Kurt Lechner**

**Proposal for a directive**

**Article 9 – paragraph 1 – introductory part**

*Text proposed by the Commission*

As regards distance or off-premises contracts, the trader shall provide the following information ***which shall form an integral part of the contract***:

*Amendment*

As regards distance or off-premises contracts, the trader shall provide the following information:

Or. de

**Amendment 705**

**Emilie Turunen**

**Proposal for a directive**

**Article 9 – paragraph 1 – point a**

*Text proposed by the Commission*

(a) the information referred to in Articles 5 and 7 ***and, by way of derogation from Article 5(1)(d), the arrangements for payment, delivery and performance in all cases***;

*Amendment*

(a) the information referred to in Articles 5 and 7;

Or.en

**Amendment 706**

**Evelyne Gebhardt**

**Proposal for a directive**

**Article 9 – paragraph 1 – point a**

*Text proposed by the Commission*

(a) the information referred to in Articles 5 and 7 ***and, by way of derogation from Article 5(1)(d), the arrangements for payment, delivery and performance in all cases***;

*Amendment*

(a) the information referred to in Articles 5 and 7;

Or.en

**Amendment 707**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point a a (new)**

*Text proposed by the Commission*

*Amendment*

*(aa) The identity of the representative of the seller in the country of residence of the consumer, where appropriate*

Or.en

**Amendment 708**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point a a (new)**

*Text proposed by the Commission*

*Amendment*

*(aa) where appropriate, the identity of the representative of the seller in the country of residence of the consumer;*

Or.en

**Amendment 709**  
**Catherine Stihler**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point a a (new)**

*Text proposed by the Commission*

*Amendment*

*(aa) The identity of the representative of the seller in the country of residence of the consumer, where appropriate;*

Or.en

**Amendment 710**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point b**

*Text proposed by the Commission*

*Amendment*

***(b) where a right of withdrawal applies, the conditions and procedures for exercising that right in accordance with Annex I;***

***deleted***

Or.en

**Amendment 711**  
**Catherine Stihler**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point b**

*Text proposed by the Commission*

*Amendment*

***(b) where a right of withdrawal applies, the conditions and procedures for exercising that right in accordance with Annex I;***

***deleted***

Or.en

**Amendment 712**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point b**

*Text proposed by the Commission*

*Amendment*

***(b) where a right of withdrawal applies, the conditions and procedures for exercising that right in accordance with Annex I;***

***(b) the conditions and procedures for exercising the right of withdrawal in accordance with Annex I;***

Or.en

**Amendment 713**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point c**

*Text proposed by the Commission*

*Amendment*

*(c) if different from his geographical address, the geographical address of the place of business of the trader (and where applicable that of the trader on whose behalf he is acting) where the consumer can address any complaints;* **deleted**

Or.en

**Amendment 714**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point c**

*Text proposed by the Commission*

*Amendment*

*(c) if different from his geographical address, the geographical address of the place of business of the trader (and where applicable that of the trader on whose behalf he is acting) where the consumer can address any complaints;* **deleted**

Or.en

**Amendment 715**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point d**

*Text proposed by the Commission*

*Amendment*

*(d) the existence of codes of conduct and how they can be obtained, where applicable;* **deleted**

Or.en

**Amendment 716**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point d**

*Text proposed by the Commission*

*Amendment*

*(d) the existence of codes of conduct and  
how they can be obtained, where  
applicable;*                      *deleted*

Or.en

**Amendment 717**  
**Kurt Lechner**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point d**

*Text proposed by the Commission*

*Amendment*

*(d) the existence of codes of conduct and  
how they can be obtained, where  
applicable;*                      *deleted*

Or. de

**Amendment 718**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point d a (new)**

*Text proposed by the Commission*

*Amendment*

*(da) Information on the costs of the  
means of communication;*

Or.en

**Amendment 719**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point d a (new)**

*Text proposed by the Commission*

*Amendment*

***(da) Information on the cost of the means  
of communication;***

Or.en

**Amendment 720**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point e**

*Text proposed by the Commission*

*Amendment*

***(e) the possibility of having recourse to an  
amicable dispute settlement, where  
applicable;*** ***deleted***

Or.en

**Amendment 721**  
**Werner Langen, Kurt Lechner**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point e**

*Text proposed by the Commission*

*Amendment*

***(e) the possibility of having recourse to an  
amicable dispute settlement, where  
applicable;*** ***deleted***

Or. de

*Justification*

*Traders cannot be expected to possess legal knowledge about all possible means of dispute settlement. It is, furthermore, not up to them to provide consumers with special information of this kind, this task being a matter for the state.*

**Amendment 722**  
**Kurt Lechner**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point e**

*Text proposed by the Commission*

*Amendment*

***(e) the possibility of having recourse to an amicable dispute settlement, where applicable;***

***deleted***

Or. de

**Amendment 723**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point e**

*Text proposed by the Commission*

*Amendment*

***(e) the possibility of having recourse to an amicable dispute settlement, where applicable;***

***(e) the possibility of having recourse to appropriate redress mechanisms, including collective redress and alternative dispute resolution systems;***

Or.en

**Amendment 724**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point f**

*Text proposed by the Commission*

*Amendment*

***(f) that the contract will be concluded with a trader and as a result that the consumer will benefit from the protection afforded by this Directive.***

***deleted***

Or.en



**Amendment 725**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point f**

*Text proposed by the Commission*

*Amendment*

***(f) that the contract will be concluded with a trader and as a result that the consumer will benefit from the protection afforded by this Directive.*** ***deleted***

Or.en

**Amendment 726**  
**Kurt Lechner**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point f**

*Text proposed by the Commission*

*Amendment*

***(f) that the contract will be concluded with a trader and as a result that the consumer will benefit from the protection afforded by this Directive.*** ***deleted***

Or. de

**Amendment 727**  
**Malcolm Harbour**

**Proposal for a directive**  
**Article 9 – paragraph 1 – point f a (new)**

*Text proposed by the Commission*

*Amendment*

***(fa) with respect to an off premises contract for the provision of services (including where goods are provided as part of the transaction), that the consumer would be liable to pay the trader a reasonable amount calculated according to Article 17(4), in the event of exercising the right of withdrawal after having made***

*a request pursuant to Article 10(2a).*

Or.en

**Amendment 728**

**Emilie Turunen**

**Proposal for a directive**

**Article 9 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***1a. The trader bears the burden of proof that he/she has provided the information required by this article.***

Or.en

**Amendment 729**

**Evelyne Gebhardt**

**Proposal for a directive**

**Article 9 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***1a. The trader bears the burden of proof that he/she has provided the information required by this Article.***

Or.en

**Amendment 730**

**Cristian Silviu Buşoi, Edvard Kožušník**

**Proposal for a directive**

**Article 10 – title**

*Text proposed by the Commission*

*Amendment*

***Formal*** requirements for off-premises contracts

***Pre-contractual formal*** requirements for off-premises contracts.

Or.en

*Justification*

*Articles 10 and 11 concern in contrahendo pre-contractual obligations. The amendments aim at clarifying this fact, thus avoiding misunderstandings with regard to Member States' general provisions of contract law relating to the conclusion of a contract, which are not covered by this directive.*

**Amendment 731**

**Konstantinos Poupakis, Sylvana Rapti**

**Proposal for a directive**

**Article 10 – title**

*Text proposed by the Commission*

Formal requirements *for* off-premises contracts.

*Amendment*

Formal *preliminary contract* requirements *regarding fulfilment of obligations concerning the provision of information in* off-premises contracts.

Or. el

**Amendment 732**

**Kurt Lechner**

**Proposal for a directive**

**Article 10 – title**

*Text proposed by the Commission*

Formal requirements for off-premises contracts

*Amendment*

*Pre-contractual* formal requirements for off-premises contracts

Or. de

**Amendment 733**

**Robert Rochefort**

**Proposal for a directive**

**Article 10 – paragraph 1**

*Text proposed by the Commission*

1. With respect to off-premises contracts, the information provided for in *Article 9*

*Amendment*

1. With respect to off-premises contracts, the information provided for in *Article 5*

shall be *given* in the order form in plain and intelligible language *and be legible*. The order form shall include the standard withdrawal form set out in Annex I(B).

shall be *supplied to the consumer* in the order form. *Such information shall be legible and worded* in plain and intelligible language.

The order form shall include the standard withdrawal form set out in Annex I(B). *It shall be forwarded to the consumer in good time, and at any event before the conclusion of the off-premises contract. Where the order form is not on paper, the consumer shall receive a copy of the order form on another durable medium of his choice. Accordingly the consumer shall in any event have the option of requesting a paper document.*

Or.fr

#### *Justification*

*S'agissant des contrats hors établissement, il convient de maintenir la notion d'informations reprises sur le bon de commande. Il y lieu par ailleurs d'éviter les situations dans lesquelles le professionnel pourrait déclarer avoir répondu à ses obligations d'informations pré-contractuelles tout en ayant délivré au consommateur un bon de commande que ce dernier ne pourrait lire ou déchiffrer correctement car n'étant pas pourvu des instruments adaptés à ce type de support. Le consommateur doit en conséquence pouvoir choisir le type de support durable, et en tout état de cause toujours pouvoir exiger un document papier.*

#### **Amendment 734 Liem Hoang Ngoc**

#### **Proposal for a directive Article 10 – paragraph 1**

##### *Text proposed by the Commission*

1. With respect to off-premises contracts, the information provided for in Article 9 shall *be given in the order form in plain and intelligible language and be legible*. The *order form* shall include the standard withdrawal form *set out* in Annex I(B).

##### *Amendment*

1. With respect to off-premises contracts, the information provided for in Article 9 shall be *supplied in the contract or on any other durable medium chosen by the consumer in sufficient time for the consumer to become acquainted with it, and at any rate before the conclusion of the contract. Such information* shall include the standard withdrawal form *provided for* in Annex I(B) *and shall be*

*legible and worded in plain and intelligible language.*

Or.fr

**Amendment 735**  
**Konstantinos Poupakis, Sylvana Rapti**

**Proposal for a directive**  
**Article 10 – paragraph 1**

*Text proposed by the Commission*

1. With respect to off-premises contracts, the information provided for in Article 9 shall be given in the order form in plain and intelligible language and be legible. The order form shall include the standard withdrawal form set out in Annex I(B).

*Amendment*

1. With respect to off-premises contracts, the information provided for in Article 9 shall be given in the order form in plain and intelligible language, ***including the language of the consumer***, and be legible. The order form shall include the standard withdrawal form set out in Annex I(B).

Or.el

**Amendment 736**  
**Damien Abad, Philippe Juvin**

**Proposal for a directive**  
**Article 10 – paragraph 1**

*Text proposed by the Commission*

1. ***With respect to off-premises contracts, the information provided for in Article 9 shall be given in the order form*** in plain and intelligible language and be legible. ***The order form*** shall include the standard withdrawal form ***set out*** in Annex I(B).

*Amendment*

1. ***In good time and at any event before the conclusion of the off-premises contract, the information referred to in Article 5 shall be supplied to the consumer on a durable medium*** in plain and intelligible language and be legible. ***The information supplied*** shall include the standard withdrawal form ***provided for*** in Annex I(B). ***The consumer shall choose the durable medium on which the information is set out and shall at any event have the option of requesting a paper document.***

*Justification*

*Seeks to avoid a situation whereby the trader is able to state that he has met all his pre-contractual information obligations while providing the consumer with a durable medium which the latter is unable to read or decipher because he does not possess the necessary equipment (DVD or CD player, etc.).*

**Amendment 737**

**Andreas Schwab, Wim van de Camp, Anna Maria Corazza Bildt, Lara Comi**

**Proposal for a directive  
Article 10 – paragraph 1**

*Text proposed by the Commission*

1. With respect to contracts **that are concluded off-premises**, the information provided for in Article 9 shall be given in the order form. It shall be drafted in plain, intelligible language and be legible. **The order form shall include the standard withdrawal form set out in Annex I(B).**

*Amendment*

1. With respect to contracts concluded off-premises, the information provided for in Article 5 shall be given **to the consumer in the contract document or on another durable medium, in so far as this appears appropriate in view of the nature of the contract**; it shall be drafted in plain, intelligible language and be legible.

Or. de

*Justification*

*This amendment replaces the previous Amendment 91.*

**Amendment 738**

**Frank Engel**

**Proposal for a directive  
Article 10 – paragraph 1**

*Text proposed by the Commission*

1. With respect to off-premises contracts, the information provided for in Article 9 shall be given in the order form in plain and intelligible language and be legible. The order form shall include the **standard** withdrawal form set out in Annex I(B).

*Amendment*

1. With respect to off-premises contracts, the information provided for in Article 9 shall be given in the order form in plain and intelligible language and be legible. The order form shall include the **standardised European** withdrawal form

set out in Annex I(B).

Or.fr

**Amendment 739**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Article 10 – paragraph 1**

*Text proposed by the Commission*

1. With respect to contracts **that are** concluded off-premises, the information provided for in Article 9 shall be given in the order form. It shall be drafted in plain, intelligible language and be legible. **The order form shall include the standard withdrawal form** set out in Annex I(B).

*Amendment*

1. With respect to contracts concluded off-premises, the information provided for in Article 5 shall be given **to the consumer on request in the contract document or on another durable medium before the latter is bound by a contract of this kind or any corresponding offer**; it shall be drafted in plain, intelligible language and be legible. **If the trader informs the consumer of his or her right of withdrawal on a durable medium in accordance with the model instructions on withdrawal** in accordance with Appendix I(A), **the information requirement under Article 5(1)(e) shall be deemed to be met.**

Or. de

*Justification*

*Information must be provided to the consumer in a timely fashion if the information requirements are to fulfil their purpose. In addition, entirely oral contracts, such as those with craftsmen, should continue to be possible. Against the background of the system of cautions practised in some Member States, traders should be granted fictitious legality when applying the model instructions on withdrawal.*

**Amendment 740**  
**Zuzana Roithová**

**Proposal for a directive**  
**Article 10 – paragraph 1**

*Text proposed by the Commission*

1. With respect to off-premises contracts, the information provided for in Article 9 shall be given in the order form in plain and intelligible language **and** be legible. The order form shall include the standard withdrawal form set out in Annex I(B).

*Amendment*

1. With respect to off-premises contracts, the information provided for in Article 9 shall be given in the order form in plain and intelligible language, be legible **and in the same font size**. The order form shall include the standard withdrawal form set out in Annex I(B).

*(This amendment applies throughout the text - instead of "legible" stands "legible and in the same font size".)*

Or.en

**Amendment 741**

**Rafal Trzaskowski, Róza Gräfin von Thun und Hohenstein, Malgorzata Handzlik**

**Proposal for a directive**

**Article 10 – paragraph 1**

*Text proposed by the Commission*

1. With respect to off-premises contracts, the information provided for in Article 9 shall be given in the **order form** in plain and intelligible language and be legible. **The order form shall include the standard withdrawal form set out in Annex I(B).**

*Amendment*

1. With respect to off-premises contracts, the information provided for in Article 9 shall be given in **good time before the conclusion of the contract** in plain and intelligible language and be legible.

Or.en

**Amendment 742**

**Kurt Lechner**

**Proposal for a directive**

**Article 10 – paragraph 1**

*Text proposed by the Commission*

1. With respect to off-premises contracts, the information provided for in Article 9 shall be given **in the order form**. It shall be drafted in plain, intelligible language and be legible. **The order form shall include**

*Amendment*

1. With respect to off-premises contracts, the information provided for in Article 9 shall be **provided in text form at the consumer's request**. It shall be drafted in



*the standard withdrawal form set out in Annex I(B).*

plain, intelligible language and be legible.

Or. de

**Amendment 743**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 10 – paragraph -1 (new)**

*Text proposed by the Commission*

*Amendment*

***-1. Member States may maintain or adopt in their national law stricter provisions than those set out in this article with a view to guaranteeing a higher level of consumer protection.***

Or.fr

*Justification*

*To clarify that minimum harmonisation applies in the case of Article 10 of this directive.*

**Amendment 744**  
**Cornelis de Jong**

**Proposal for a directive**  
**Article 10 – paragraph 3 a (new)**

*Text proposed by the Commission*

*Amendment*

***3a. Sending the good back within the withdrawal period should in itself be regarded as a "clearly worded statement".***

Or.en

**Amendment 745**  
**Damien Abad**

**Proposal for a directive**  
**Article 10 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

**2. An off-premises contract shall only be valid if the consumer signs an order form and in cases where the order form is not on paper, receives a copy of the order form on another durable medium.**

**deleted**

Or.fr

*Justification*

*Dropping the requirement for an order form is acceptable provided the consumer is able to choose the durable medium on which the information is set out and at any event has the option of requesting a paper document.*

**Amendment 746**

**Kurt Lechner**

**Proposal for a directive**

**Article 10 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

**2. An off-premises contract shall only be valid if the consumer signs an order form and in cases where the order form is not on paper, receives a copy of the order form on another durable medium.**

**deleted**

Or. de

**Amendment 747**

**Emilie Turunen**

**Proposal for a directive**

**Article 10 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

**2. An off-premises contract shall only be valid if the consumer signs an order form and in cases where the order form is not on paper, receives a copy of the order form on**

**2. The order form shall be provided to the consumer prior to the conclusion of the contract. In cases where the order form is not on paper, the consumer receives a copy of the order form on another durable**

another durable medium.

medium.

***An off-premises contract shall only be valid if the consumer signs the order form.***

Or.en

**Amendment 748**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 10 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

2. An off-premises contract shall only be valid if the consumer signs an order form ***and in cases where the order form is not on paper, receives a copy of the order form on another durable medium.***

2. An off-premises contract shall be valid only if the consumer signs the order form.

Or.fr

*Justification*

*The only means of ensuring that the consumer has given his express consent at the conclusion of an off-premises contract is to insist on his signature on the order form.*

**Amendment 749**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 10 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

2. An off-premises contract shall only be valid if the consumer signs an order form ***and in cases where the order form is not on paper, receives a copy of the order form on another durable medium.***

2. An off-premises contract shall only be valid if the consumer signs an order form ***which shall be provided prior to the conclusion of the contract. In cases where the order form is not on paper, the consumer*** receives a copy of the order form on another durable medium.

Or.en

**Amendment 750**  
**Konstantinos Poupakis, Sylvana Rapti**

**Proposal for a directive**  
**Article 10 – paragraph 2**

*Text proposed by the Commission*

2. An off-premises contract shall only be valid if the consumer signs an order form and in cases where the order form is not on paper, receives a copy of the order form on another durable medium.

*Amendment*

2. An off-premises contract shall only be valid if the consumer signs an order form ***received by him prior to completion of the contract*** and in cases where the order form is not on paper, receives a copy of the order form on another durable medium.

Or.el

**Amendment 751**  
**Catherine Soullie, Constance Le Grip, Amalia Sartori**

**Proposal for a directive**  
**Article 10 – paragraph 2**

*Text proposed by the Commission*

2. An off-premises contract shall only be valid if the consumer signs an order form and ***in cases where the order form is not on paper***, receives a copy of ***the*** order form on ***another*** durable medium.

*Amendment*

2. An off-premises contract shall only be valid if the consumer signs an order form and receives a copy of ***this*** order form on ***the*** durable medium ***of his choice***.

Or.en

**Amendment 752**  
**Rafal Trzaskowski, Róža Gräfin von Thun und Hohenstein, Sandra Kalniete, Małgorzata Handzlik**

**Proposal for a directive**  
**Article 10 – paragraph 2 – subparagraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***If a consumer wishes the provision of***

*service to begin during the withdrawal period, he shall make such a request to the trader on a durable medium.*

Or.en

**Amendment 753**  
**Malcolm Harbour**

**Proposal for a directive**  
**Article 10 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

*2a. Where a consumer wishes the provision of services (including where goods are provided as part of the transaction), to begin during the withdrawal period provided for in Article 12(1a), the trader shall require that the consumer makes such a request on a durable medium.*

Or.en

**Amendment 754**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 10 – paragraph 3**

*Text proposed by the Commission*

*Amendment*

*3. Member States shall not impose any formal requirements other than those provided for in paragraphs 1 and 2.*

*deleted*

Or.en

**Amendment 755**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 10 – paragraph 3**

*Text proposed by the Commission*

*Amendment*

**3. Member States shall not impose any formal requirements other than those provided for in paragraphs 1 and 2.**

**deleted**

Or.en

**Amendment 756**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 10 – paragraph 3**

*Text proposed by the Commission*

*Amendment*

**3. Member States shall not impose any formal requirements other than those provided for in paragraphs 1 and 2.**

**deleted**

Or.fr

**Amendment 757**  
**Cristian Silviu Buşoi, Edvard Kožušnik**

**Proposal for a directive**  
**Article 10 – paragraph 3**

*Text proposed by the Commission*

*Amendment*

3. Member States shall not impose any formal requirements other than those provided for in paragraphs 1 and 2.

3. Member States shall not impose any **pre-contractual** formal requirements other than those provided for in paragraphs 1 and 2.

Or.en

*Justification*

*Articles 10 and 11 concern in contrahendo pre-contractual obligations. The amendments aim at clarifying this fact, thus avoiding misunderstandings with regard to Member States' general provisions of contract law relating to the conclusion of a contract, which are not covered by this directive.*

**Amendment 758**  
**Othmar Karas**

**Proposal for a directive**  
**Article 10 – paragraph 3**

*Text proposed by the Commission*

3. Member States shall not impose any formal requirements other than those provided for in paragraphs 1 and 2.

*Amendment*

3. Member States shall not impose any formal ***pre-contractual*** requirements other than those provided for in paragraphs 1 and 2.

Or. de

*Justification*

*Articles 10 and 11 cover pre-contractual obligations. The amendments make this clear, thus obviating misunderstandings regarding rules on the conclusion of contracts not covered by the directive.*

**Amendment 759**  
**Damien Abad**

**Proposal for a directive**  
**Article 10 – paragraph 3**

*Text proposed by the Commission*

3. Member States shall not impose any formal requirements other than those provided for in ***paragraphs 1 and 2***.

*Amendment*

3. Member States shall not impose any formal requirements other than those provided for in ***paragraph 1***.

Or.fr

*Justification*

*Follows on from the deletion of paragraph 2.*

**Amendment 760**  
**Andreas Schwab, Róza Gräfin von Thun und Hohenstein, Sandra Kalniete, Lara Comi**

**Proposal for a directive**  
**Article 10 – paragraph 3**

*Text proposed by the Commission*

3. Member States shall not impose any formal requirements ***other than those provided for in paragraphs 1 and 2.***

*Amendment*

3. Member States shall not impose any ***further*** formal requirements ***for the fulfilment of the information obligations referred to in paragraph 5(1).***

Or. de

*Justification*

*This amendment replaces the former Amendment 93.*

**Amendment 761**

**Kurt Lechner**

**Proposal for a directive  
Article 10 – paragraph 3**

*Text proposed by the Commission*

3. Member States shall not impose any formal requirements ***other than*** those provided for in ***paragraphs 1 and 2.***

*Amendment*

3. Member States shall not impose any formal ***pre-contractual*** requirements other than those provided for in ***paragraph 1.***

Or. de

**Amendment 762**

**Małgorzata Handzlik, Rafał Trzaskowski**

**Proposal for a directive  
Article 10 – paragraph 3 a (new)**

*Text proposed by the Commission*

*Amendment*

***3a. The requirements of Article 10 are considered fulfilled in repeat sales transactions between the same trader and consumer using either distance or off-premises contracts, provided the consumer has had the opportunity in person to see or have demonstrated the goods or services that are the subject of the transaction, and provided that the requirements of Article 10 have been***



***observed with respect to a previous transaction.***

Or.en

*Justification*

*Repeat transactions in direct selling (off-premises contracts) should remain subject to the rules applicable for off-premises contracts. This amendment ensures the seamless application of one set of law for both direct sellers and their customers. A right of withdrawal remained guaranteed. Exempting repeat transaction from information provisions should insure that consumers receive sufficient information concerning their rights, while direct sellers are relieved of costly administrative burden. Full level of harmonization*

**Amendment 763**  
**Matteo Salvini**

**Proposal for a directive**  
**Article 10 a (new)**

*Text proposed by the Commission*

*Amendment*

***Article 10a***

***With respect to subsequent sales contracts (both distance and off-premises contracts) concluded between the same trader and consumer, the requirements set out in Article 10 shall be regarded as having been fulfilled where the consumer has had an opportunity to see, or to have demonstrated to him, the goods or services which are the subject matter of the transaction or where the formal requirements laid down in Article 10 were complied with during a previous transaction.***

Or.it

**Amendment 764**  
**Tiziano Motti**

**Proposal for a directive**  
**Article 11 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 11a**

***Provisions relating to off-premises and distance contracts***

***With respect to sales contracts concluded after an initial contract, either on a distance or an off-premises basis, between the same trader and consumer, the requirements set out in Article 10 shall be regarded as having been fulfilled where the consumer has had an opportunity personally to see, or to have demonstrated to him, the goods or services which are the subject matter of the transaction or where the formal requirements laid down in Article 10 were complied with during a previous transaction.***

Or.it

*Justification*

*Le transazioni ripetute nella vendita diretta (contratto negoziato fuori dei locali commerciali) dovrebbero essere soggette alle norme applicabili ai contratti negoziati fuori dei locali commerciali. Ferma restando la garanzia di recesso, quest'emendamento assicurerebbe l'applicazione di un unico insieme di disposizioni sia ai venditori diretti che ai loro clienti. Esentare le transazioni ripetute dall'indicare tutte le informazioni obbligatorie dovrebbe, inoltre, garantire ai consumatori di ricevere sufficienti informazioni sui propri diritti, liberando di fatto gli Incaricati alle Vendite da formalità gravose e da costi non necessari.*

**Amendment 765**

**Cristian Silviu Buşoim, Edvard Kožušník**

**Proposal for a directive**

**Article 11 – title**

*Text proposed by the Commission*

*Amendment*

***Formal*** requirements for distance contracts

***Pre-contractual formal*** requirements for distance contracts

Or.en

*Justification*

*Articles 10 and 11 concern in contrahendo pre-contractual obligations. The amendments aim at clarifying this fact, thus avoiding misunderstandings with regard to Member States' general provisions of contract law relating to the conclusion of a contract, which are not covered by this directive.*

**Amendment 766**

**Konstantinos Poupakis, Sylvana Rapti**

**Proposal for a directive**

**Article 11 – title**

*Text proposed by the Commission*

*Amendment*

Formal requirements for distance contracts

Formal *preliminary contract* requirements for distance contracts

Or. el

**Amendment 767**

**Kurt Lechner**

**Proposal for a directive**

**Article 11 – title**

*Text proposed by the Commission*

*Amendment*

Formal requirements for distance contracts

Formal *pre-contractual* requirements for distance contracts

Or. de

**Amendment 768**

**Emilie Turunen**

**Proposal for a directive**

**Article 11 – paragraph 1**

*Text proposed by the Commission*

*Amendment*

1. With respect to distance contracts, the information provided for in *Article 9(a)* shall be given or made available to the

1. With respect to distance contracts, the information provided for in *Articles 5, 7 and 9* shall be given or made available to

consumer prior to **the conclusion of the contract**, in plain and intelligible language and be legible, in a way appropriate to the means of distance communication used.

the consumer prior to **his contractual statement**, in plain and intelligible language and **in so far as this information is made available in writing, it shall** be legible, in a way appropriate to the means of distance communication used **and it shall be easily, directly and permanently accessible**.

Or.en

*Justification*

*The information has to reach the consumer before any obligations are put to him/her.*

**Amendment 769**  
**Liem Hoang Ngoc**

**Proposal for a directive**  
**Article 11 – paragraph 1**

*Text proposed by the Commission*

1. With respect to distance contracts, the information provided for in Article 9(a) shall be given or made available to the consumer prior to the conclusion of the contract, in plain and intelligible language and be legible, in a way appropriate to the means of distance communication used.

*Amendment*

1. With respect to distance contracts, the information provided for in Article 9(a) shall be given or made available to the consumer **in sufficient time to enable him to acquaint himself with it, and at any event** prior to the conclusion of the contract, in plain and intelligible language and be legible, in a way appropriate to the means of distance communication used.

Or.fr

**Amendment 770**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 11 – paragraph 1**

*Text proposed by the Commission*

1. With respect to distance contracts, the information provided for in **Article 9(a)**

*Amendment*

1. With respect to distance contracts, the information provided for in **Article 5** shall

shall be given or made available to the consumer prior to the conclusion of the contract, in plain and intelligible language and be legible, in a way appropriate to the means of distance communication used.

be given or made available to the consumer ***in good time and at any event before*** the conclusion of the contract, in plain and intelligible language and be legible, in a way appropriate to the means of distance communication used.

Or.fr

**Amendment 771**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 11 – paragraph 1**

*Text proposed by the Commission*

1. With respect to distance contracts, the information provided for in **Article 9(a)** shall be given or made available to the consumer prior to the ***conclusion of the contract***, in plain and intelligible language ***and be legible***, in a way appropriate to the means of distance communication used.

*Amendment*

1. With respect to distance contracts, the information provided for in **Articles 7 and 9** shall be given or made available to the consumer prior to the ***contractual statement***, in plain and intelligible language, in a way appropriate to the means of distance communication used. ***The information shall be easily, directly and permanently accessible.***

Or.en

**Amendment 772**  
**Konstantinos Poupakis, Sylvana Rapti**

**Proposal for a directive**  
**Article 11 – paragraph 1**

*Text proposed by the Commission*

1. With respect to distance contracts, the information provided for in Article 9(a) shall be given or made available to the consumer ***prior to*** the conclusion of the contract, in plain and intelligible language and be legible, in a way appropriate to the means of distance communication used.

*Amendment*

1. With respect to distance contracts, the information provided for in Article 9(a) shall be given or made available to the consumer ***in time for*** the conclusion of the contract, ***before the consumer is bound by the distance contract or offer. The information shall be provided*** in plain and intelligible language, ***including the language of the consumer***, and be legible

*and clear*, in a way appropriate to the means of communication used.

Or.el

**Amendment 773**  
**Damien Abad, Philippe Juvin**

**Proposal for a directive**  
**Article 11 – paragraph 1**

*Text proposed by the Commission*

1. With respect to distance contracts, the information provided for in **Article 9(a)** shall be given or made available to the consumer prior to the conclusion of the contract, in plain and intelligible language and be legible, in a way appropriate to the means of distance communication used.

*Amendment*

1. With respect to distance contracts, the information provided for in **Article 5** shall be given or made available to the consumer ***in good time and at any event before*** the conclusion of the contract, in plain and intelligible language and be legible, in a way appropriate to the means of distance communication used.

Or.fr

*Justification*

*To tie in with rapporteur's amendments 70 and 95.*

**Amendment 774**  
**Andreas Schwab**

**Proposal for a directive**  
**Article 11 – paragraph 1**

*Text proposed by the Commission*

1. With respect to distance contracts, the information provided for in Article **9(a)** shall be given or made available to the consumer ***prior to the conclusion of the contract***, in plain and intelligible language and be legible, in a way appropriate to the means of distance communication used.

*Amendment*

1. With respect to distance contracts, the information provided for in Article **5** shall be given or made available to the consumer in plain and intelligible language and be legible, in a way appropriate to the means of distance communication used.

Or. de

*Justification*

*This amendment replaces Amendment 95.*

**Amendment 775**

**Rafał Trzaskowski, Róža Gräfin von Thun und Hohenstein, Malgorzata Handzlik**

**Proposal for a directive**

**Article 11 – paragraph 1**

*Text proposed by the Commission*

1. With respect to distance contracts, the information provided for in Article 9(a) shall be given or made available to the consumer *prior to* the conclusion of the contract, in plain and intelligible language and be legible, in a way appropriate to the means of distance communication used.

*Amendment*

1. With respect to distance contracts, the information provided for in Article 9(a) shall be given or made available to the consumer *in good time before* the conclusion of the contract, in plain and intelligible language and be legible, in a way appropriate to the means of distance communication used.

Or.en

**Amendment 776**

**Emma McClarkin**

**Proposal for a directive**

**Article 11 – paragraph 1**

*Text proposed by the Commission*

1. With respect to distance contracts, the information provided for in Article **9(a)** shall be given or made available to the consumer prior to the conclusion of the contract, in *plain and intelligible language and be legible, in* a way appropriate to the means of distance communication used.

*Amendment*

1. With respect to distance contracts, the information provided for in Article **5** shall be given or made available to the consumer prior to the conclusion of the contract, in a way appropriate to the means of distance communication used. *If the information is provided in writing, it must be in plain and understandable language and be legible*

Or.en

**Amendment 777**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Article 11 – paragraph 1**

*Text proposed by the Commission*

1. With respect to distance contracts, the information provided for in Article 9(a) shall be given or made available to the consumer ***prior to the conclusion of the contract***, in plain and intelligible language and be legible, in a way appropriate to the means of distance communication used.

*Amendment*

1. With respect to distance contracts, the information provided for in Article 9(a) shall be given or made available to the consumer ***in good time before the consumer is bound by any distance contract or corresponding offer***, in plain and intelligible language and be legible, in a way appropriate to the means of distance communication used.

Or. de

**Amendment 778**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 11 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***1 a. In case the contract places the consumer under the obligation to make a payment, the trader shall display this obligation clearly and prominently to the consumer, prior to the consumers' contractual statement. The order will be binding only if the consumer has confirmed to be aware of this obligation.***

Or.en

*Justification*

*The payment obligation should only be valid when the consumer has confirmed that he/she is aware of this aspect.*



**Amendment 779**  
**Philippe Juvin, Damien Abad, Constance Le Grip**

**Proposal for a directive**  
**Article 11 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***1a. Where the subject of the contract and the urgency of its performance render the application of paragraph 1 wholly impracticable, the information referred to in Article 5 may be given verbally prior to the conclusion of the contract and confirmed without delay in accordance with the above-mentioned paragraph.***

Or.fr

*Justification*

*In some cases (supply of water or heating oil, etc.) the contract is concluded by phone and needs to be performed immediately by reason of the very nature of the service (connection to the water supply, heating oil delivery, etc.). The consumer cannot wait to receive the information before concluding the contract. However, the information supplied must be confirmed in accordance with Article 11(1) as soon as possible.*

**Amendment 780**  
**Konstantinos Poupakis, Sylvana Rapti**

**Proposal for a directive**  
**Article 11 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***1a. Online contracts requiring the consumer to make payment shall only be binding on the consumer following express confirmation of the information provided for under Article 5(1)(c).***

Or.el

**Amendment 781**  
**Andreas Schwab, Hans-Peter Mayer, Wim van de Camp, Konstantinos Poupakis,**

**Malgorzata Handzlik, Sandra Kalniete, Lara Comi, Pablo Arias Echeverría**

**Proposal for a directive  
Article 11 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***1a. If a distance contract for services concluded on the internet places the consumer under an obligation to make a payment, the consumer shall only be bound by the contract if the trader has***  
***(a) made the consumer aware in a clear and highly visible manner of the total price, including all related price components, and***  
***(b) designed his website in such a way that a binding order cannot be placed until the consumer has confirmed that he has read and understood the statement required under letter (a).***

Or. de

**Amendment 782  
Robert Rochefort**

**Proposal for a directive  
Article 11 – paragraph - 1 (new)**

*Text proposed by the Commission*

*Amendment*

***-1. Member States may maintain or adopt in their national law stricter provisions than those set out in this article with a view to guaranteeing a higher level of consumer protection.***

Or.fr

**Amendment 783  
Jürgen Creutzmann**

**Proposal for a directive  
Article 11 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***1a. If a distance contract for services concluded on the internet places the consumer under an obligation to make a payment, the consumer shall only be bound by the contract if the trader has***

***(a) made the consumer aware in a clear and highly visible manner of the total price, including all related price components, and***

***(b) designed his website in such a way that a binding order cannot be placed until the consumer has confirmed that he has read and understood the statement required under letter (a).***

Or. de

*Justification*

*This provision is intended to increase protection against ‘cost traps’ on the internet, whereby unscrupulous vendors mislead consumers by apparently free offers, for example of recipes or horoscopes, into concluding contracts giving rise to payment.*

**Amendment 784  
Emilie Turunen**

**Proposal for a directive  
Article 11 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

2. If the trader makes a telephone call to the consumer with a view to concluding a distance contract, **he** shall disclose his identity and the commercial purpose of the call at the beginning of the conversation with the consumer.

2. If, **in conformity with the national law applicable, the** trader makes a telephone call to the consumer with a view to concluding a distance contract **by telephone, the trader** shall disclose his identity and, **where applicable, the identity of the person on whose behalf he makes the call, and the** commercial purpose of the call at the beginning of the conversation with the consumer.

*Justification*

*Situations where the trader intends to conclude a contract by phone should be tightened, because the consumer is often not aware of being actually concluding a contract.*

**Amendment 785****Werner Langen, Kurt Lechner****Proposal for a directive****Article 11 – paragraph 2***Text proposed by the Commission*

2. **If** the trader makes a telephone call **to the consumer** with a view to concluding a distance contract, he shall disclose his identity and the commercial purpose of the call at the beginning of the conversation with the consumer.

*Amendment*

2. If the trader **contacts** the consumer **via a long-distance communication medium** with a view to concluding a distance contract, he shall disclose his identity and the commercial purpose of the call at the beginning of **each** conversation with the consumer.

Or. de

*Justification*

*In the interests of wording this directive in a way which is neutral and will cover future needs, the reference should not only be to telephone calls. Otherwise clarification would be needed, for example, as to whether a telephone call includes an SMS message or a message on a voicemail device.*

**Amendment 786****Robert Rochefort****Proposal for a directive****Article 11 – paragraph 2***Text proposed by the Commission*

2. If the trader makes a telephone call to the consumer with a view to concluding a distance contract, he shall disclose his identity and the commercial purpose of the call at the beginning of the **conversation**

*Amendment*

2. If the trader makes a telephone call to the consumer with a view to concluding a distance contract:

*with the consumer.*

- he shall disclose his identity - *and where appropriate the identity of the person on whose behalf he is making the call* - and the commercial purpose of the call at the beginning of the *telephone conversation*;

- *he shall send the consumer a confirmation of his offer, in writing or on a durable medium, including the information referred to in Article 5;*

- *the consumer shall not be bound by the contract unless or until he has signed it.*

Or.fr

#### *Justification*

*Many consumers have found themselves bound by a contract following a phone call by a trader in spite of not having given their express or informed consent, after providing certain information verbally, rapidly and at a time when they may not have been paying full attention. To avoid this kind of situation, additional requirements should be adopted requiring the trader to confirm his offer in writing or on a durable medium, and that the consumer is not bound until he has signed the contract.*

#### **Amendment 787 Evelyne Gebhardt**

#### **Proposal for a directive Article 11 – paragraph 2**

##### *Text proposed by the Commission*

2. If the trader *makes a telephone call to* the consumer with a view to concluding a distance contract, *he* shall disclose his identity and the *commercial purpose* of the call *at the beginning* of the *conversation with the consumer*.

##### *Amendment*

2. If the trader *contacts* the consumer with a view to concluding a distance contract *by telephone, the trader* shall disclose *at the beginning of the conversation with the consumer* his identity and *where applicable* the *identity* of the *person on whose behalf he makes the call* *and* the *commercial purpose* of the *call*.

Or.en

**Amendment 788**  
**Liem Hoang Ngoc**

**Proposal for a directive**  
**Article 11 – paragraph 2**

*Text proposed by the Commission*

2. If the trader makes a telephone call to the consumer with a view to concluding a distance contract, he shall disclose his identity and the commercial purpose of the call at the beginning of the conversation with the consumer.

*Amendment*

2. If the trader makes a telephone call to the consumer with a view to concluding a distance contract, he shall disclose his identity and the commercial purpose of the call at the beginning of the conversation with the consumer. ***The consumer's agreement over the telephone shall under no circumstances be deemed to commit the consumer in a binding manner. The trader shall send the consumer a confirmation of his offer in writing or on a durable medium of the consumer's choice. The consumer shall not be bound by the contract unless or until he has signed it.***

Or.fr

*Justification*

*Many consumers have found themselves bound by a contract following a phone call from a trader during which they have verbally accepted the offer the latter has proposed. To avoid the abuses to which such practices may lend themselves, it is essential that the trader should send the consumer a written confirmation of the offer in question and that the consumer should not be bound by the contract until he has signed it.*

**Amendment 789**  
**Damien Abad, Philippe Juvin, Constance Le Grip**

**Proposal for a directive**  
**Article 11 – paragraph 2**

*Text proposed by the Commission*

2. If the trader makes a telephone call to the consumer with a view to concluding a distance contract, he shall disclose his identity and the commercial purpose of the call at the beginning of the conversation

*Amendment*

2. If the trader makes a telephone call to the consumer with a view to concluding a distance contract by telephone, he shall disclose his identity - ***and, where applicable the identity of the person on***

with the consumer.

***whose behalf he is making the call*** - and the commercial purpose of the call at the beginning of the conversation with the consumer. ***The trader shall send the consumer a confirmation of his offer in writing or on a durable medium. The consumer shall not be bound by the contract unless or until he has signed it.***

Or.fr

*Justification*

*Many consumers have found themselves bound by a contract following a phone call from a trader, even though they have not given their express consent. To avoid this kind of situation, it is necessary to ensure that the trader is additionally required to confirm his offer in writing and that the consumer is not bound by the contract until he has signed it.*

**Amendment 790**

**Catherine Soullie, Constance Le Grip, Amalia Sartori**

**Proposal for a directive**

**Article 11 – paragraph 2**

*Text proposed by the Commission*

2. If the trader makes a telephone call to the consumer with a view to concluding a distance contract, he shall disclose his identity and the commercial purpose of the call at the beginning of the conversation with the consumer.

*Amendment*

2. If the trader makes a telephone call to the consumer with a view to concluding a distance contract, he shall disclose his identity and the commercial purpose of the call at the beginning of the conversation with the consumer. ***The trader shall send to the consumer a confirmation of the offer on a durable medium. The consumer is bound to the contract only by his signature.***

Or.en

**Amendment 791**

**Evelyne Gebhardt**

**Proposal for a directive**

**Article 11 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

**2a. In case the contract places the consumer under the obligation to make a payment, the trader shall display this obligation clearly and prominently to the consumer, prior to the consumers' contractual statement. The order will be binding only if the consumer has confirmed to be aware of this obligation.**

Or.en

**Amendment 792**  
**Frank Engel**

**Proposal for a directive**  
**Article 11 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

**2a. Electronic trading sites shall be required to indicate clearly and legibly on their homepage whether there are restrictions of any kind – including on means of payment – regarding delivery to certain countries. Consumers shall be provided, on request, with the reasons for such restrictions.**

Or.fr

**Amendment 793**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 11 – paragraph 3**

*Text proposed by the Commission*

*Amendment*

3. If the contract is concluded through a medium which allows limited space or time to display the information, the trader shall provide **at least** the information regarding the main characteristics of the

3. If the contract is concluded through a medium which allows limited space or time to display the information, the trader shall provide the information regarding the main characteristics of the product and the



product and the **total** price referred to in Articles 5(1)(a) and (c) on that particular medium prior to the conclusion of such a contract. The other information referred to in Articles 5 and 7 shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1.

***final price, the duration of the contract and, if the contract is open-ended, the conditions for terminating the contract*** referred to in Articles 5(1)(a) and (c) on that particular medium prior to the conclusion of such a contract. The other information referred to in Articles 5 and 7 shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1 ***and the consumer shall be informed thereof on a durable medium prior to the conclusion of such a contract.***

Or.en

**Amendment 794**  
**Liem Hoang Ngoc**

**Proposal for a directive**  
**Article 11 – paragraph 3**

*Text proposed by the Commission*

3. If the contract is concluded through a medium which allows limited space or time to display the information, the trader shall provide at least the information ***regarding the main characteristics of the product and the total price*** referred to in Articles 5(1)(a) ***and*** (c) on that particular medium prior to the conclusion of such a contract. The other information referred to in Articles 5 and 7 shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1.

*Amendment*

3. If the contract is concluded through a medium which allows limited space or time to display the information, the trader shall provide at least the information referred to in Articles 5(1)(a), ***(b), (ba), (c) and (g)*** on that particular medium prior to the conclusion of such a contract. The other information referred to in Articles 5 and 7 shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1. ***The consumer shall be informed of the medium in question before the conclusion of the contract.***

Or.fr

*(See amendment by Mr Hoang Ngoc creating a new Article 5(1) (b) a).*

**Amendment 795**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 11 – paragraph 3**

*Text proposed by the Commission*

3. If the contract is concluded through a medium which allows limited space or time to display the information, the trader shall provide at least the information regarding the main characteristics of the product **and** the total price referred to in Articles 5(1)(a) **and** (c) **on that particular medium prior to the conclusion of such a contract**. The other information referred to in **Articles 5 and 7** shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1.

*Amendment*

3. If the contract is concluded through a medium which allows limited space or time to display the information, the trader shall provide at least, **on that particular medium prior to the conclusion of such a contract**, the information regarding the main characteristics of the product **or service**, the total price, **the duration of the contract and, if the contract is open-ended, the conditions for terminating the contract** referred to in Article 5(1)(a), (c) **and (g)**. The other information referred to in **Article 5** shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1.

Or.fr

*Justification*

*There is a need to extend the list of information which must be supplied, even where there are space and time constraints, if only concerning the duration of the contract and, if the contract is open-ended, the conditions for terminating the contract, which is information essential to enable the consumer to make an informed choice.*

**Amendment 796**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 11 – paragraph 3**

*Text proposed by the Commission*

3. If the contract is concluded through a medium which allows limited space or time to display the information, the trader shall provide **at least** the information regarding the main characteristics of the product **and** the **total** price referred to in

*Amendment*

3. If the contract is concluded through a medium which allows limited space or time to display the information, the trader shall provide the information regarding the main characteristics of the product, the **final** price, **the duration of the contract**

Articles 5(1)(a) and (c) on that particular medium prior to the conclusion of such a contract. The other information referred to in Articles 5 and 7 shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1.

***and if the contract is open-ended, the conditions for terminating the contract*** referred to in Articles 5(1)(a) and (c) on that particular medium ***in time and*** prior to the conclusion of such a contract. The other information referred to in Articles 5 and 7 shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1 ***and the consumer shall be informed thereof on a durable medium prior to the conclusion of such a contract.***

Or.en

**Amendment 797**  
**Philippe Juvin**

**Proposal for a directive**  
**Article 11 – paragraph 3**

*Text proposed by the Commission*

3. If the contract is concluded through a medium which allows limited space or time to display the information, the trader shall provide at least the information regarding the main characteristics of the product ***and*** the total price ***referred to*** in Articles 5(1)(a) ***and*** (c) on that particular medium prior to the conclusion of such a contract. The other information referred to in Articles 5 and 7 shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1.

*Amendment*

3. If the contract is concluded through a medium which allows limited space or time to display the information, the trader shall provide at least the information regarding the main characteristics of the product ***or services***, the total price, ***the duration of the contract and, in the case of automatically renewable contracts, the conditions for terminating the contract, as provided for*** in Articles 5(1)(a), (c) ***and (g)*** on that particular medium prior to the conclusion of such a contract. The other information referred to in ***Article 5*** shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1. ***The consumer shall be informed of the medium in question before the conclusion of the contract.***

Or.fr

*Justification*

*The purpose of the amendment is to supplement the Commission text, specifying the other*

*types of information which the trader must provide to the consumer when the medium used to conclude the contract allows limited space or time to display the information, in particular the duration of the contract and the conditions for terminating an automatically renewable contract.*

**Amendment 798**

**Wim van de Camp**

**Proposal for a directive**

**Article 11 – paragraph 3**

*Text proposed by the Commission*

3. If the contract is concluded through a medium which allows limited space or time to display the information, the trader shall provide **at least** the information regarding the main characteristics of the **product and** the total price referred to in Articles 5(1)(a) **and** (c) on that particular medium prior to the conclusion of such a contract. The other information referred to in Articles 5 and 7 shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1.

*Amendment*

3. If the contract is concluded through a medium which allows limited space or time to display the information, the trader shall provide the information regarding the main characteristics of the **goods or services**, the total price, **the duration of the contract and, if the contract is open-ended, the conditions for terminating the contract**, referred to in Articles 5(1)(a), (c) **and (g)** on that particular medium prior to the conclusion of such a contract. The other information referred to in Articles 5 and 7 shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1, **and the consumer shall be informed hereof on that particular medium prior to the conclusion of such a contract.**

***Member States may not maintain or introduce, in their national law, provisions diverging from those laid down in Article 11, including more or less stringent provisions intended to ensure a different level of consumer protection.***

Or.en

**Amendment 799**

**Damien Abad**

**Proposal for a directive**

**Article 11 – paragraph 3**

*Text proposed by the Commission*

3. If the contract is concluded through a medium which allows limited space or time to display the information, the trader shall provide at least the information regarding the main characteristics of the product **and** the total price **referred to** in Articles 5(1)(a) **and** (c) on that particular medium prior to the conclusion of such a contract. The other information referred to in Articles 5 and 7 shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1.

*Amendment*

3. If the contract is concluded through a medium which allows limited space or time to display the information, the trader shall provide at least the information regarding the main characteristics of the product **or services**, the total price, **the duration of the contract and, in the case of open-ended contracts, the conditions for terminating the contract, as provided for** in Articles 5(1)(a), (c) **and (g)** on that particular medium prior to the conclusion of such a contract. The other information referred to in **Article 5** shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1. **The consumer shall be informed of the medium in question before the conclusion of the contract.**

Or.fr

*Justification*

*This proposal supplements the wording proposed by the rapporteur, adding minimum information concerning the duration of the contract and the conditions for terminating the contract in the case of open-ended contracts. These are two pieces of information which the consumer needs to be immediately aware of in order to make an informed choice.*

**Amendment 800**

**Róza Gräfin von Thun und Hohenstein, Rafal Trzaskowski**

**Proposal for a directive  
Article 11 – paragraph 3**

*Text proposed by the Commission*

3. If the contract is concluded through a medium which allows limited space or time to display the information, the trader shall provide at least the information regarding the main characteristics of the product and the total price referred to in Articles 5(1)(a) **and** (c) on that particular

*Amendment*

3. If the contract is concluded through a medium which allows limited space or time to display the information, the trader shall provide at least the information regarding the main characteristics of the product and the total price referred to in Articles 5(1)(a), **(b)**, (c), **(e) and (g)** on that

medium prior to the conclusion of such a contract. The other information referred to in **Articles 5 and 7** shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1.

particular medium prior to the conclusion of such a contract. The other information referred to in **Article 5** shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1.

Or.en

**Amendment 801**  
**Emma McClarkin**

**Proposal for a directive**  
**Article 11 – paragraph 3**

*Text proposed by the Commission*

3. If the contract is concluded through a medium which allows limited space or time to display the information, the trader shall provide at least the information regarding the main characteristics of the product and the total price referred to in Articles 5(1)(a) and (c) on that particular medium prior to the conclusion of such a contract. The other information referred to in Articles 5 **and 7** shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1.

*Amendment*

3. If the contract is concluded **via telephone or** through a medium which allows limited space or time to display the information, the trader shall provide at least the information regarding the main characteristics of the product and the total price referred to in Articles 5(1)(a) and (c) on that particular medium prior to the conclusion of such a contract. The other information referred to in Articles 5 shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1.

Or.en

*Justification*

*The information requirements for distance and off-premises contracts are very extensive. Article 11, paragraph 3 foresees that the information requirements can be modified if the contract is concluded through a medium which allows limited space or time to display the information. Regarding the conclusion of a contract via telephone it is also neither feasible nor appropriate to provide all information orally. In this context, providing information about the main characteristics of the contract in conjunction with reference to another appropriate source of information is a solution that takes the information needs of consumers into account. At the same time it does not jeopardize the conclusion of contract via telephone with excessive formal requirements.*

**Amendment 802**  
**Toine Manders**

**Proposal for a directive**  
**Article 11 – paragraph 3**

*Text proposed by the Commission*

3. If the contract is concluded through a medium which allows limited space or time to display the information, the trader shall provide **at least** the information regarding the main characteristics of the product and the total price referred to in Articles 5(1)(a) **and** (c) on that particular medium prior to the conclusion of such a contract. The other information referred to in Articles 5 and 7 shall be provided by the trader to the consumer in **an appropriate** way in accordance with paragraph 1.

*Amendment*

3. If the contract is concluded through a medium which allows limited space or time to display the information, the trader shall provide the information regarding the main characteristics of the product and the total price, **the duration of the contract and, if the contract is open-ended, the conditions and the way how to terminating the contract**, referred to in Articles 5(1)(a), (c) **and** (g) on that particular medium prior to the conclusion of such a contract. The other information referred to in Articles 5 and 7 shall be provided by the trader to the consumer in **a clear, understandable and legible** way in accordance with paragraph 1. **The consumer shall be informed on that particular medium prior to the conclusion of the contract or when the offer for such a contract is being made.**

Or.en

**Amendment 803**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 11 – paragraph 4**

*Text proposed by the Commission*

**4. The consumer shall receive confirmation of all the information referred to in Article 9(a) to (f), on a durable medium, in reasonable time after the conclusion of any distance contract, and at the latest at the time of the delivery of the goods or when the performance of the service has begun, unless the**

*Amendment*

**deleted**

*information has already been given to the consumer prior to the conclusion of any distance contract on a durable medium.*

Or.en

**Amendment 804**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 11 – paragraph 4**

*Text proposed by the Commission*

*Amendment*

*4. The consumer shall receive confirmation of all the information referred to in Article 9(a) to (f), on a durable medium, in reasonable time after the conclusion of any distance contract, and at the latest at the time of the delivery of the goods or when the performance of the service has begun, unless the information has already been given to the consumer prior to the conclusion of any distance contract on a durable medium.*

*deleted*

Or.en

**Amendment 805**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 11 – paragraph 4**

*Text proposed by the Commission*

*Amendment*

*4. The consumer shall receive confirmation of all the information referred to in Article 9(a) to (f), on a durable medium, in reasonable time after the conclusion of any distance contract, and at the latest at the time of the delivery of the goods or when the performance of the service has begun, unless the information has already been given to the consumer prior to the conclusion of any*

*deleted*



*distance contract on a durable medium.*

Or.fr

**Amendment 806**  
**Liem Hoang Ngoc**

**Proposal for a directive**  
**Article 11 – paragraph 4**

*Text proposed by the Commission*

4. The consumer shall receive confirmation of all the information referred to in Article 9(a) to (f), on a durable medium, in reasonable time after the conclusion of any distance contract, and at the latest at the time of the delivery of the goods or when the performance of the service has begun, ***unless the information has already been given to the consumer prior to the conclusion of any distance contract on a durable medium.***

*Amendment*

4. The consumer shall receive confirmation of all the information referred to in Article 9(a) to (f), on a durable medium, in reasonable time after the conclusion of any distance contract, and at the latest at the time of the delivery of the goods or when the performance of the service has begun.

Or.fr

**Amendment 807**  
**Catherine Soullie, Constance Le Grip, Amalia Sartori**

**Proposal for a directive**  
**Article 11 – paragraph 4**

*Text proposed by the Commission*

4. The consumer shall receive confirmation of all the information referred to in Article 9(a) to (f), on a durable medium, in reasonable time after the conclusion of any distance contract, and at the latest at the time of the delivery of the goods or when the performance of the service has begun, unless the information has already been given to the consumer prior to the conclusion of any distance contract on a durable medium.

*Amendment*

4. The consumer shall receive confirmation of all the information referred to in Article 5(a) to (j), on a durable medium, in reasonable time after the conclusion of any distance contract, and at the latest at the time of the delivery of the goods or when the performance of the service has begun, unless the information has already been given to the consumer prior to the conclusion of any distance contract on a durable medium.

**Amendment 808**

**Rafał Trzaskowski, Róza Gräfin von Thun und Hohenstein, Malgorzata Handzlik,  
Sandra Kalniete**

**Proposal for a directive**

**Article 11 – paragraph 4 a (new)**

*Text proposed by the Commission*

*Amendment*

***4a. If a consumer wishes the provision of service to begin during the withdrawal period, he shall make such a request to the trader on a durable medium.***

Or.en

**Amendment 809**

**Robert Rochefort**

**Proposal for a directive**

**Article 11 – paragraph 4 a (new)**

*Text proposed by the Commission*

*Amendment*

***4a. In order for the distance contract to be validly concluded, the consumer must have had the opportunity to verify the full details of his order and its total price and to correct any errors before confirming the order and thereby validly expressing his acceptance.***

Or.fr

*Justification*

*Consumers wishing to enter into a contract on the Internet must have the opportunity to see a summary of their order before concluding the contract, and must only be committed after confirming this summarised order.*

**Amendment 810**  
**Philippe Juvin, Constance Le Grip**

**Proposal for a directive**  
**Article 11 – paragraph 4 a (new)**

*Text proposed by the Commission*

*Amendment*

***4a. Within the context of an online contract, in order for the distance contract to be validly concluded, the consumer must have had the opportunity to verify the details of his order and its total price and to correct any errors before confirming the order and thereby expressing his acceptance.***

Or.fr

*Justification*

*The purpose of the amendment is to incorporate the 'double click' principle in order to enable the consumer to obtain a summary of his order when he enters into a contract on the Internet, so that he can verify his order and correct any errors. The consumer is only committed after confirming this summary.*

**Amendment 811**  
**Anja Weisgerber**

**Proposal for a directive**  
**Article 11 – paragraph 4 (new)**

*Text proposed by the Commission*

*Amendment*

***4a. A contract in electronic commerce covering provision of a good or service against payment whereby the consumer's order is placed directly on the vendor's website shall only become effective if the consumer has, before placing the order with the vendor, received notification of the fact that payment is involved and been given the information under Article 5 (1)(c) in a clear, typographically visible form and confirmed in a declaration separate from the order that he has read and understood this information.***

*Justification*

*Unscrupulous vendors set up their websites in such a way that consumers are misled by an apparently free offer into concluding contracts that involve payment ('cost traps' on the internet). The proposed 'button solution' is intended to counter this business method. It prevents vendors from 'hiding' a reference to the fact that their offer is against payment in the standard contract terms or elsewhere. In this way consumers are protected from disguised contracts.*

**Amendment 812**

**Catherine Soullie, Constance Le Grip, Amalia Sartori**

**Proposal for a directive**

**Article 11 – paragraph 4 a (new)**

*Text proposed by the Commission*

*Amendment*

***4a. The durable media referred to in paragraphs 2 and 4 shall be chosen by the consumer.***

Or.en

**Amendment 813**

**Catherine Soullie, Constance Le Grip, Amalia Sartori**

**Proposal for a directive**

**Article 11 – paragraph 4 b (new)**

*Text proposed by the Commission*

*Amendment*

***4b. For the contract to be valid, the consumer shall be able to check all the details of his order and the total price before giving a final approval.***

Or.en

**Amendment 814**

**Emilie Turunen**

**Proposal for a directive**

**Article 11 – paragraph 5**

*Text proposed by the Commission*

*Amendment*

**5. Member States shall not impose any formal requirements other than those provided for in paragraphs 1 to 4.**

*deleted*

Or.en

**Amendment 815  
Liem Hoang Ngoc**

**Proposal for a directive  
Article 11 – paragraph 5**

*Text proposed by the Commission*

*Amendment*

**5. Member States shall not impose any formal requirements other than those provided for in paragraphs 1 to 4.**

*deleted*

Or.fr

**Amendment 816  
Robert Rochefort**

**Proposal for a directive  
Article 11 – paragraph 5**

*Text proposed by the Commission*

*Amendment*

**5. Member States shall not impose any formal requirements other than those provided for in paragraphs 1 to 4.**

*deleted*

Or.fr

**Amendment 817  
Evelyne Gebhardt**

**Proposal for a directive  
Article 11 – paragraph 5**

*Text proposed by the Commission*

*Amendment*

**5. Member States shall not impose any formal requirements other than those provided for in paragraphs 1 to 4.**

**deleted**

Or.en

**Amendment 818**  
**Catherine Stihler**

**Proposal for a directive**  
**Article 11 – paragraph 5**

*Text proposed by the Commission*

*Amendment*

**5. Member States shall not impose any formal requirements other than those provided for in paragraphs 1 to 4.**

**deleted**

Or.en

*Justification*

*Member states should not be prevented from imposing further requirements (para 5 therefore is deleted). In the UK, this could have a significant negative impact on the regulators (particularly the Competition Commission) in proposing information remedies to address identified consumer detriment*

**Amendment 819**  
**Cristian Silviu Buşoi, Edvard Kožušnik**

**Proposal for a directive**  
**Article 11 – paragraph 5**

*Text proposed by the Commission*

*Amendment*

5. Member States shall not impose any formal requirements other than those provided for in paragraphs 1 to 4.

5. Member States shall not impose any **pre-contractual** formal requirements other than those provided for in paragraphs 1 to 4.

Or.en

*Justification*

*Articles 10 and 11 concern in contrahendo pre-contractual obligations. The amendments aim at clarifying this fact, thus avoiding misunderstandings with regard to Member States' general provisions of contract law relating to the conclusion of a contract, which are not covered by this directive.*

**Amendment 820**  
**Othmar Karas**

**Proposal for a directive**  
**Article 11 – paragraph 5**

*Text proposed by the Commission*

5. Member States shall not impose any formal requirements other than those provided for in paragraphs 1 to 4.

*Amendment*

5. Member States shall not impose any ***pre-contractual*** formal requirements other than those provided for in paragraphs 1 to 4.

Or. de

*Justification*

*Articles 10 and 11 deal with pre-contractual obligations. The amendments make this clear, thus obviating misunderstandings regarding rules on the conclusion of contracts not covered by the directive.*

**Amendment 821**  
**Kurt Lechner**

**Proposal for a directive**  
**Article 11 – paragraph 5**

*Text proposed by the Commission*

5. Member States shall not impose any formal requirements other than those provided for in paragraphs 1 to 4.

*Amendment*

5. Member States shall not impose any ***pre-contractual*** formal requirements other than those provided for in paragraphs 1 to 4.

Or. de

**Amendment 822**

**Andreas Schwab, Sandra Kalniete, Lara Comi**

**Proposal for a directive**

**Article 11 – paragraph 5**

*Text proposed by the Commission*

5. Member States shall not impose any formal requirements ***other than those provided for in paragraphs 1 to 4.***

*Amendment*

5. Member States shall not impose any ***further*** formal requirements ***for the fulfilment of the information obligations referred to in paragraph 5(1).***

Or. de

**Amendment 823**

**Anja Weisgerber**

**Proposal for a directive**

**Article 11 – paragraph 5**

*Text proposed by the Commission*

5. Member States shall not impose any formal requirements other than those provided for in paragraphs 1 to 4.

*Amendment*

5. Member States shall not impose any formal requirements other than those provided for in paragraphs 1 to 4. ***The Member States' rules on unfair commercial practices, particularly those implementing Article 5 in combination with Appendix 1, No 26 of Directive 26/2005/EC of the European Parliament and of the Council, shall be unaffected.***

Or. de

*Justification*

*It is desirable to clarify that the Member States' rules on unfair commercial practices, particularly those implementing Article 5 in combination with Appendix 1, No 26 of Directive 26/2005/EC of the European Parliament and of the Council, are unaffected. This ensures that the measures taken by the Member States to combat cold calling can be maintained.*



**Amendment 824**  
**Liem Hoang Ngoc**

**Proposal for a directive**  
**Article 12 – paragraph 1**

*Text proposed by the Commission*

1. The consumer shall have a period of fourteen days to withdraw from a distance **or off-premises** contract, without giving any reason.

*Amendment*

1. The consumer shall have a period of fourteen days **from the day of the conclusion of the contract** to withdraw from **an off-premises contract or a distance contract for the provision of services**, without giving any reason.

Or.fr

**Amendment 825**  
**Damien Abad, Philippe Juvin, Constance Le Grip**

**Proposal for a directive**  
**Article 12 – paragraph 1**

*Text proposed by the Commission*

1. **The** consumer shall have a period of fourteen days **to withdraw from a distance or off-premises** contract, **without giving any reason**.

*Amendment*

1. **Unless otherwise provided by this Directive, the** consumer shall have a **withdrawal** period **which shall expire after** fourteen days **from the day of the conclusion of the** contract.

Or.fr

*Justification*

*The withdrawal period must be subject to maximum harmonisation, whilst taking account of certain specific situations (see amendment to Article12(2a))*

**Amendment 826**  
**Kyriacos Triantaphyllides**

**Proposal for a directive**  
**Article 12 – paragraph 1**

*Text proposed by the Commission*

1. The consumer shall have a period of **fourteen** days to withdraw from a distance or off-premises contract, without giving any reason.

*Amendment*

1. The consumer shall have a period of **thirty** days to withdraw from a distance or off-premises contract, without giving any reason.

Or.el

**Amendment 827**

**Andreas Schwab, Wim van de Camp, Róza Gräfin von Thun und Hohenstein, Rafal Trzaskowski, Konstantinos Poupakis, Małgorzata Handzlik, Anna Maria Corazza Bildt**

**Proposal for a directive**

**Article 12 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***1a. Save as otherwise provided, the withdrawal period shall begin from the day of the conclusion of the contract or on the day on which the consumer receives a copy of the signed contract on a durable medium, if this is not the day of conclusion of the contract.***

Or.de

**Amendment 828**

**Toine Manders**

**Proposal for a directive**

**Article 12 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***1a. In case of a sales contract, the withdrawal period shall begin from the day of delivery of the goods, where the requirements laid down in Article 9 have been met. If the goods are delivered separately, the withdrawal period shall start when each individual good is delivered. When a good is delivered in***

*parcels or pieces, the withdrawal period should start when the last parcel or piece is delivered.*

Or.en

**Amendment 829**  
**Toine Manders**

**Proposal for a directive**  
**Article 12 – paragraph 1 b (new)**

*Text proposed by the Commission*

*Amendment*

***1b. In case of a service contract, the withdrawal period shall start from the day of the conclusion of the contract, or from the day on which the requirements laid down in Article 9 have been met, when these are met after the conclusion of the contract, unless the exception of Article 19 (1 under (a)) is applicable.***

Or.en

**Amendment 830**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 12 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

***2. In the case of an off-premises contract, the withdrawal period shall begin from the day when the consumer signs the order form or in cases where the order form is not on paper, when the consumer receives a copy of the order form on another durable medium.***

***deleted***

***In the case of a distance contract for the sale of goods, the withdrawal period shall begin from the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires the material possession of each***

*of the goods ordered.*

*In the case of a distance contract for the provision of services, the withdrawal period shall begin from the day of the conclusion of the contract.*

Or.en

**Amendment 831**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 12 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

*2. In the case of an off-premises contract, the withdrawal period shall begin from the day when the consumer signs the order form or in cases where the order form is not on paper, when the consumer receives a copy of the order form on another durable medium.*

*deleted*

*In the case of a distance contract for the sale of goods, the withdrawal period shall begin from the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires the material possession of each of the goods ordered.*

*In the case of a distance contract for the provision of services, the withdrawal period shall begin from the day of the conclusion of the contract.*

Or.en

**Amendment 832**  
**Catherine Stihler**

**Proposal for a directive**  
**Article 12 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

**2. In the case of an off-premises contract, the withdrawal period shall begin from the day when the consumer signs the order form or in cases where the order form is not on paper, when the consumer receives a copy of the order form on another durable medium.** *deleted*

*In the case of a distance contract for the sale of goods, the withdrawal period shall begin from the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires the material possession of each of the goods ordered.*

*In the case of a distance contract for the provision of services, the withdrawal period shall begin from the day of the conclusion of the contract.*

Or.en

**Amendment 833  
Liem Hoang Ngoc**

**Proposal for a directive  
Article 12 – paragraph 2 – subparagraph 1**

*Text proposed by the Commission*

*Amendment*

**2. In the case of an off-premises contract, the withdrawal period shall begin from the day when the consumer signs the order form or in cases where the order form is not on paper, when the consumer receives a copy of the order form on another durable medium.** *deleted*

Or.fr

*See Mr Hoang Ngoc's amendment to Article 12(1).*

**Amendment 834**  
**Damien Abad, Philippe Juvin, Constance Le Grip**

**Proposal for a directive**  
**Article 12 – paragraph 2 – subparagraph 1**

*Text proposed by the Commission*

*Amendment*

**2. In the case of an off-premises contract, the withdrawal period shall begin from the day when the consumer signs the order form or in cases where the order form is not on paper, when the consumer receives a copy of the order form on another durable medium.** *deleted*

Or.fr

**Amendment 835**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 12 – paragraph 2 – subparagraph 1**

*Text proposed by the Commission*

*Amendment*

2. In the case of an off-premises contract, the withdrawal period shall begin from the day when the consumer signs the order form or in cases where the order form is not on paper, when the consumer receives a copy of the order form on another durable medium.

2. In the case of an off-premises contract, the withdrawal period shall begin from the day when the consumer signs the order form or in cases where the order form is not on paper, when the consumer receives a copy of the order form on another durable medium *of his choice*.

Or.fr

**Amendment 836**  
**Andreas Schwab, Róza Gräfin von Thun und Hohenstein, Rafal Trzaskowski, Małgorzata Handzlik**

**Proposal for a directive**  
**Article 12 – paragraph 2 – subparagraph 1**

*Text proposed by the Commission*

*Amendment*

In the case of *an* off-premises contract, the

In the case of *a distance or* off-premises

withdrawal period shall begin from the day **when** the consumer **signs the order form** or **in cases where the order form is not on paper, when the consumer receives a copy of the order form on another durable medium.**

contract **for the supply of goods**, the withdrawal period shall begin from the day **on which** the consumer or **a third party other than the carrier and indicated by the consumer acquires material possession of the goods ordered.**

**Where goods are supplied in more than one delivery**, the withdrawal period shall begin from the day **on which** the consumer or **a third party other than the carrier and indicated by the consumer acquires the material possession of the first partial shipment.**

Or.de

#### *Justification*

*This amendment replaces Amendment 98.*

**Amendment 837**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Article 12 – paragraph 2 – subparagraph 1**

#### *Text proposed by the Commission*

In the case of **an** off-premises contract, the withdrawal period shall begin from the day **when** the consumer **signs the order form** or **in cases where the order form is not on paper, when the consumer receives a copy of the order form on another durable medium.**

#### *Amendment*

In the case of **a distance or** off-premises contract **for the supply of goods**, the withdrawal period shall begin from the day **on which** the consumer or **a third party other than the carrier and indicated by the consumer acquires material possession of the goods ordered. In the case of the supply of goods in several parts or pieces**, the withdrawal period shall begin from the day **on which** the consumer or **a third party other than the carrier and indicated by the consumer acquires material possession of the final part or final piece.**

Or.de

**Amendment 838**  
**Kyriacos Triantaphyllides**

**Proposal for a directive**  
**Article 12 – paragraph 2 – subparagraph 1**

*Text proposed by the Commission*

In the case of an off-premises contract, the withdrawal period shall begin from the day when the consumer ***signs the order form or in cases where the order form is not on paper, when the consumer receives a copy of the order form on another durable medium.***

*Amendment*

In the case of a ***distance or*** off-premises contract the withdrawal period shall begin from the day when the consumer ***or a third party other than the carrier and indicated by the consumer acquires material possession of the goods ordered. In the case of the supply of goods in several parts or pieces the withdrawal period shall begin from the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires material possession of the final part or final piece. The commencement of this period shall coincide chronologically with the moment in time when the risk is transferred to the consumer under Article 23 of this Directive.***

Or.el

*Justification*

*The commencement of the withdrawal period should coincide with the moment in time when the risk is transferred to the consumer.*

**Amendment 839**  
**Damien Abad, Philippe Juvin, Constance Le Grip**

**Proposal for a directive**  
**Article 12 – paragraph 2 – subparagraph 2**

*Text proposed by the Commission*

***In the case of a distance contract for the sale of goods, the withdrawal period shall begin from the day on which the consumer or a third party other than the carrier and indicated by the consumer***

*Amendment*

***deleted***



*acquires the material possession of each of the goods ordered.*

Or.fr

**Amendment 840**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Article 12 – paragraph 2 – subparagraph 2**

*Text proposed by the Commission*

*Amendment*

*In the case of a distance contract for the sale of goods, the withdrawal period shall begin from the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires the material possession of each of the goods ordered.*

*deleted*

Or.de

**Amendment 841**  
**Kyriacos Triantaphyllides**

**Proposal for a directive**  
**Article 12 – paragraph 2 – subparagraph 2**

*Text proposed by the Commission*

*Amendment*

*In the case of a distance contract for the sale of goods, the withdrawal period shall begin from the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires the material possession of each of the goods ordered.*

*deleted*

Or.el

**Amendment 842**  
**Liem Hoang Ngoc**

**Proposal for a directive**  
**Article 12 – paragraph 2 – subparagraph 2**

*Text proposed by the Commission*

In the case of a distance contract for the sale of goods, the withdrawal period shall begin from the day on which the consumer ***or a third party other than the carrier and indicated by the consumer*** acquires the material possession of each of the goods ordered.

*Amendment*

In the case of a distance contract for the sale of goods, the withdrawal period shall begin from the day on which the consumer acquires the material possession of each of the goods ordered. ***Where the order relates to a good made up of several parts or pieces, the withdrawal period shall begin from the day on which the consumer acquires the material possession of the final part or piece.***

Or.fr

**Amendment 843**  
**Tiziano Motti**

**Proposal for a directive**  
**Article 12 – paragraph 2 – subparagraph 2**

*Text proposed by the Commission*

In the case of a distance contract ***for the sale of goods***, the withdrawal period shall begin from the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires the material possession of ***each of the goods ordered***.

*Amendment*

In the case of a distance ***or off-premises mixed-purpose*** contract, the withdrawal period shall begin from the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires the material possession of ***the good concerned or the day on which the service covered by the mixed-purpose contract is provided (or made available for use) or, in the case of a long-term service, provision of that service commences (or the service is made available for use)***.

Or.it

*Justification*

*Despite Parliament's proposed amendment, it is still not clear what should be done in cases where goods have been provided to consumers but must be brought into service before they can be used.*

**Amendment 844**  
**Emma McClarkin**

**Proposal for a directive**  
**Article 12 – paragraph 2 – subparagraph 2**

*Text proposed by the Commission*

In the case of a distance contract for the sale of goods, the withdrawal period shall begin from the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires the material possession of each of the goods ordered.

*Amendment*

In the case of a distance contract for the sale of goods, the withdrawal period shall begin from the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires the material possession of each of the goods ordered. ***In case of continuing obligations the withdrawal period shall begin from the day of the first partial delivery.***

Or.en

*Justification*

*The provisions regarding the starting point of the withdrawal period pose a severe problem for contracts where there are continuing obligations (for example, where single editions such as an information collection on CD-Rom or a single delivery of a loose-leaf-collection are delivered consecutively for the duration of the subscription). In the case of continuing obligations, the consumer is already able to examine the product and to determine whether he likes to be further bound by the contract when he receives the first partial delivery. However, according to the current wording of the Commission proposal the withdrawal period for such contracts would start with the delivery of the last good. The point of reference for the start of the withdrawal period should therefore be the receipt of the first delivery.*

**Amendment 845**  
**Rafał Trzaskowski, Róza Gräfin von Thun und Hohenstein, Małgorzata Handzlik**

**Proposal for a directive**  
**Article 12 – paragraph 2 – subparagraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***In the case of delivery of a good consisting of several parts or pieces, the withdrawal period shall be calculated from the day on which the consumer receives the last part or piece.***

Or.en

**Amendment 846**

**Damien Abad, Philippe Juvin, Constance Le Grip**

**Proposal for a directive**

**Article 12 – paragraph 2 – subparagraph 3**

*Text proposed by the Commission*

*Amendment*

***In the case of a distance contract for the provision of services, the withdrawal period shall begin from the day of the conclusion of the contract.***

***deleted***

Or.fr

**Amendment 847**

**Jürgen Creutzmann**

**Proposal for a directive**

**Article 12 – paragraph 2 – subparagraph 3**

*Text proposed by the Commission*

*Amendment*

***In the case of a distance contract for the provision of services, the withdrawal period shall begin from the day of the conclusion of the contract.***

***Save as otherwise provided, the withdrawal period shall begin from the day of the conclusion of the contract.***

Or.de

*Justification*

*This general rule enhances harmonisation and clarity for both consumer and trader.*

**Amendment 848**  
**Kyriacos Triantaphyllides**

**Proposal for a directive**  
**Article 12 – paragraph 2 – subparagraph 3**

*Text proposed by the Commission*

In the case of a distance contract for the provision of services, the withdrawal period shall begin from the day of *the conclusion* of the contract.

*Amendment*

In the case of a distance *or off premises* contract for the provision of services, the withdrawal period shall begin from the day of *reception by the consumer of a copy of the signed* contract *on a durable medium*.

Or.el

**Amendment 849**  
**Wim van de Camp**

**Proposal for a directive**  
**Article 12 – paragraph 2 – subparagraph 3**

*Text proposed by the Commission*

In *the case of a distance contract for the provision of services*, the withdrawal period shall *begin from the day of the conclusion* of *the contract*.

*Amendment*

In case the *goods are delivered separately*, the withdrawal period shall *start when each individual good is delivered. When a good is delivered in lots or pieces*, the *withdrawal period should start when the last lot of piece is delivered*.

Or.en

**Amendment 850**  
**Catherine Stihler**

**Proposal for a directive**  
**Article 12 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

*2a. The withdrawal period ends fourteen days after the latest of the following times:*  
*a) the time of conclusion of the contract;*

*b) the time when the entitled party receives from the other party adequate information on the right of withdrawal; or*

*c) if the subject-matter of the contract is the delivery of goods, the time when the goods are received.*

*d) if the subject-matter of the contract is a mixed-contract (both goods and services) the time when the latest event takes place (delivery of the good or provision of the service starts)*

Or.en

### *Justification*

*The ability to withdraw from a distance contract or an off-premises contract is a fundamental consumer right. It is necessary to enable consumers to withdraw from a contract once they have been given the opportunity to sample a good (in the same way as they would be able to do on the high street) or from a contract they have been rushed into (for example, by an aggressive salesman). It is therefore particularly important that this right is set out fairly, clearly, simply and in a way that ensures it will be effective. The withdrawal period must be linked to the receipt by the consumer of information from the trader about his right to withdraw. Otherwise consumers could lose their right to withdraw before they knew such a right existed.*

### **Amendment 851** **Emilie Turunen**

### **Proposal for a directive** **Article 12 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***2a. The withdrawal period ends fourteen days after the latest of the following times:***

***a) the time of conclusion of the contract;***

***b) the time when the entitled party receives from the other party adequate information on the right to withdrawal;***

***c) if the subject-matter of the contract is the delivery of goods, the time when the goods are received.***

*d) if the subject-matter of the contract is a mixed-contract (both goods and services) the time when the latest event takes place (delivery of the good or provision of the service)*

*e) the time when the consumer receives the contract*

Or.en

*Justification*

*The starting point of the cooling-off period should be linked with the trader's information obligations.*

**Amendment 852**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 12 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

**2a. The withdrawal period ends fourteen days at latest after:**

**a) the time of conclusion of the contract;**

**b) the time when the entitled party receives from the other party adequate information on the right to withdrawal; or**

**c) if the subject-matter of the contract is the delivery of goods, the time when the goods are received.**

**d) if the subject-matter of the contract is a mixed-contract (both goods and services), the time when the latest event takes place (delivery of the good or provision of the service).**

Or.en

**Amendment 853**  
**Damien Abad, Philippe Juvin, Constance Le Grip**

**Proposal for a directive**  
**Article 12 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***2a. However, as regards the distance sale of goods, the withdrawal period may not expire before 14 days from the day when the consumer takes delivery of the goods.***

***Where an order made by the consumer relates to different goods which are delivered separately, the withdrawal period shall begin from when each good is delivered.***

***Where the order relates to a batch made up of different goods or services, the withdrawal period shall begin from when the consumer has taken delivery of the final element making up the batch.***

Or.fr

*Justification*

*Connected to the amendment to Article 12(1). This wording aims to simplify the rapporteur's proposed amendments 98, 99, 100, 101 and 103. It introduces a basic principle (the period begins from when the contract is concluded), an exception (for distance sales, the period begins from the time of delivery) and two clarifications of specific situations.*

**Amendment 854**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 12 – paragraph 3 a (new)**

*Text proposed by the Commission*

*Amendment*

***3a. In the case of distance contracts, the Member States shall not prohibit the parties from performing their obligations as laid down in this Directive during the withdrawal period. In the case of off-premises contracts, this Article shall***



*be without prejudice to any rule of national law establishing, within the withdrawal period, a period of time during which the performance of the contract may not begin.*

Or.fr

*Justification*

*Pour les contrats "hors établissement", pour lesquels les consommateurs peuvent se trouver dans une situation particulière d'un point de vue psychologique et pour ce qui est de comparer effectivement les articles et les prix, certains Etats membres ont prévu des dispositions spécifiques pour protéger des consommateurs, comme par exemple la possibilité de conserver, à l'intérieur du délai de rétractation, une période pendant laquelle la fourniture du bien ou du service ne peut intervenir et le paiement ne peut s'effectuer. Cette règle, posée ici pour les contrats "hors établissement", est identique à celle qui a été prévue à l'article 14.7 de la directive sur le crédit à la consommation. Pour les contrats à distance, maintien du texte de la proposition de la Commission.*

**Amendment 855**

**Emilie Turunen**

**Proposal for a directive  
Article 12 – paragraph 4**

*Text proposed by the Commission*

*Amendment*

***4. The Member States shall not prohibit the parties from performing their obligations under the contract during the withdrawal period.***

***deleted***

Or.en

**Amendment 856**

**Liem Hoang Ngoc**

**Proposal for a directive  
Article 12 – paragraph 4**

*Text proposed by the Commission*

*Amendment*

***4. The Member States shall not prohibit the parties from performing their***

***deleted***

***obligations under the contract during the withdrawal period.***

Or.fr

*Justification*

*In certain cases, the possibility for the trader to deliver goods before the end of the withdrawal period may make the right of withdrawal a very theoretical right. For example, a consumer who has received a very bulky item such as a sofa will probably hesitate to make use of his right of withdrawal if that means that he has to repackage and send back the item and particularly if he has to bear the costs.*

**Amendment 857**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 12 – paragraph 4**

*Text proposed by the Commission*

*Amendment*

***4. The Member States shall not prohibit the parties from performing their obligations under the contract during the withdrawal period.***                      ***deleted***

Or.fr

**Amendment 858**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 12 – paragraph 4**

*Text proposed by the Commission*

*Amendment*

***4. The Member States shall not prohibit the parties from performing their obligations under the contract during the withdrawal period.***                      ***deleted***

Or.en

**Amendment 859**  
**Catherine Stihler**

**Proposal for a directive**  
**Article 12 – paragraph 4**

*Text proposed by the Commission*

*Amendment*

**4. The Member States shall not prohibit the parties from performing their obligations under the contract during the withdrawal period.** *deleted*

Or.en

**Amendment 860**  
**Damien Abad, Philippe Juvin, Constance Le Grip**

**Proposal for a directive**  
**Article 12 – paragraph 4**

*Text proposed by the Commission*

*Amendment*

4. The Member States shall not prohibit the parties from performing their obligations under the contract during the withdrawal period.

**4. *In the case of distance contracts, the Member States **may** not prohibit the parties from performing their obligations as laid down in this Directive during the withdrawal period. **In the case of off-premises contracts, this Article shall be without prejudice to any rule of national law establishing, within the withdrawal period, a period of time during which the performance of the contract may not begin.*****

Or.fr

*Justification*

*It is important to maintain certain provisions in Member States' law which are designed to protect consumers who are in a weak position, for example the possibility to retain, within the withdrawal period, a period of time during which the good or service may not be supplied and payment may not be made. This rule laid down for off-premises contracts corresponds to that laid down in Article 14(7) of the consumer credit directive.*

**Amendment 861**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 12 – paragraph 4 a (new)**

*Text proposed by the Commission*

*Amendment*

***4a. Member States can maintain national provisions prohibiting the parties from performing their obligations during the right of withdrawal.***

Or.en

**Amendment 862**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Article 12 – paragraph 4 a (new)**

*Text proposed by the Commission*

*Amendment*

***4a. Member States may not adopt or maintain rules which go beyond the provisions in this Article, including where they result in a higher or lower level of consumer protection.***

Or.de

**Amendment 863**  
**Kyriacos Triantaphyllides**

**Proposal for a directive**  
**Article 12 – paragraph 4 a (new)**

*Text proposed by the Commission*

*Amendment*

***4a. Member States may, in order to ensure a higher degree of consumer protection, maintain or introduce under their national law withdrawal periods of longer duration than that specified in this Directive.***

**Amendment 864**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 13**

*Text proposed by the Commission*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles **9(b)**, 10(1) and 11(4), the withdrawal period shall ***expire three months after the trader has fully performed his other contractual obligations.***

*Amendment*

If the trader has not provided the consumer with the information on the right of withdrawal (***or the fact that he does not have the right of withdrawal***) in breach of Articles **5(1)(e)**, 10(1) and 11(4), the withdrawal period shall ***be extended by twelve months from the day referred to in Article 12.***

*Justification*

*The provision of information to the consumer concerning his right of withdrawal or the fact that he does not have the right of withdrawal is an essential right. The extension of the withdrawal period for the consumer must be sizeable, in order to be effective as a deterrent.*

**Amendment 865**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 13**

*Text proposed by the Commission*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles **9(b)**, 10(1) and 11(4), the withdrawal period shall expire ***three months*** after the ***trader has fully performed his other contractual obligations.***

*Amendment*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles **5(1h)**, 10(1) and 11(4), the withdrawal period shall expire ***one year*** after the ***time mentioned in Article 12 (2).***

**Amendment 866**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 13**

*Text proposed by the Commission*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles **9(b)**, 10(1) **and 11(4)**, the withdrawal period shall expire **three months** after the **trader has fully performed his other contractual obligations**.

*Amendment*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles **5(1) and 10(1)**, the withdrawal period shall expire **one year** after the **time specified in article 12(2)**.

Or.en

*Justification*

*A 3 months period for exercising the right of withdrawal if the trader has not provided the consumer with the information on that right is much too short.*

**Amendment 867**  
**Philippe Juvin**

**Proposal for a directive**  
**Article 13**

*Text proposed by the Commission*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles **9(b)**, 10(1) and 11(4), the withdrawal period shall **expire** three months **after the trader has fully performed his other contractual obligations**.

*Amendment*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles **5(1)(e)**, 10(1) and 11(4), the withdrawal period shall **be extended by** three months **from the day referred to in Article 12**.

Or.fr

*Justification*

*Clarification of the paragraph and adaptation to the rapporteur's numbering.*

**Amendment 868**  
**Othmar Karas**

**Proposal for a directive**  
**Article 13**

*Text proposed by the Commission*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles **9(b)**, 10(1) and 11(4), the withdrawal period shall expire three months after ***the trader has fully performed his other contractual obligations.***

*Amendment*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles **5(1)(e)**, 10(1) and 11(4), the withdrawal period shall expire three months after ***whichever of the dates specified in Article 12(2) applies to the contract in question.***

Or.de

*Justification*

*The scheduled start of the limitation period would prolong the period of uncertainty for far too long and lead to excessively long periods of use by the consumer in the case of both service and sales contracts. This would also lead to complex revocations, particularly in the case of services. It is desirable for the start of this period to be harmonised with the standard withdrawal period in Article 12.*

**Amendment 869**  
**Andreas Schwab, Anna Maria Corazza Bildt, Róza Gräfin von Thun und Hohenstein,**  
**Rafał Trzaskowski, Konstantinos Poupakis, Lara Comi**

**Proposal for a directive**  
**Article 13**

*Text proposed by the Commission*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles **9(b)**, 10(1) and 11(4), the withdrawal period shall expire ***three months after the trader has fully performed his other contractual obligations.***

*Amendment*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles **5(1)(e)**, 10(1) and 11(4), the withdrawal period shall expire ***one year from the day determined in Article 12(1a) and (2).***

Or.de

*Justification*

*This amendment replaces Amendment 102.*

**Amendment 870**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 13**

*Text proposed by the Commission*

If the trader has not provided the consumer with the information ***on the right of withdrawal in breach of*** Articles 9(b), 10(1) and 11(4), the withdrawal period shall ***expire*** three months ***after the trader has fully performed his other contractual obligations.***

*Amendment*

If the trader has not provided the consumer with the information ***provided for in Article 5 or in accordance with the arrangements provided for in*** Articles 10(1) and 11(4), the withdrawal period shall ***be extended by*** three months ***from the day referred to in Article 12.***

Or.fr

*Justification*

*As regards the conditions for extending the withdrawal period, if the three months proposed by the Commission in the event of information not being provided by the trader is to be adhered to, the information in question must cover all of the provisions laid down in Article 5.*

**Amendment 871**  
**Emma McClarkin**

**Proposal for a directive**  
**Article 13**

*Text proposed by the Commission*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles 9(b), 10(1) and 11(4), the withdrawal period shall expire three months after the trader has fully performed his other contractual obligations.

*Amendment*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles 9(b), 10(1) and 11(4), the withdrawal period shall expire three months after the trader has fully performed his other contractual obligations. ***In case of continuing obligations this period shall begin from the day of the first partial delivery.***



*Justification*

*The provisions regarding the starting point of the withdrawal period pose a severe problem for contracts where there are continuing obligations (for example, where single editions such as an information collection on CD-Rom or a single delivery of a loose-leaf-collection are delivered consecutively for the duration of the subscription). In the case of continuing obligations the consumer is already able to examine the product and to determine whether he likes to be further bound by the contract when he receives the first partial delivery. However, according to the current wording of the Commission proposal the withdrawal period for such contracts would start with the delivery of the last good. The point of reference for the start of the withdrawal period should therefore be the receipt of the first delivery.*

**Amendment 872**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Article 13**

*Text proposed by the Commission*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles 9(b), 10(1) and 11(4), the withdrawal period shall expire three months after the **trader has fully performed his other contractual obligations**.

*Amendment*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles 9(b), 10(1) and 11(4), the withdrawal period shall expire three months after the **date determined in Article 12(1) and (2)**.

***Member States may not adopt or maintain rules which go beyond the provisions in this Article, including where they result in a higher or lower level of consumer protection.***

*Justification*

*This formulation ensures there is a uniform start date for the withdrawal period.*

**Amendment 873**  
**Małgorzata Handzlik**

**Proposal for a directive**  
**Article 13**

*Text proposed by the Commission*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles 9(b), 10(1) and 11(4), the withdrawal period shall expire **three** months after the trader has fully performed his other contractual obligations.

*Amendment*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles 9(b), 10(1) and 11(4), the withdrawal period shall expire **six** months after the trader has fully performed his other contractual obligations.

Or.en

*Justification*

*Increasing a withdrawal period to one year (as proposed by the rapporteur) seems to be too long. Full level of harmonization.*

**Amendment 874**  
**Kyriacos Triantaphyllides**

**Proposal for a directive**  
**Article 13**

*Text proposed by the Commission*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles 9(b), 10(1) and 11(4), the withdrawal period shall **expire three months after the trader has fully performed his other contractual obligations.**

*Amendment*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles 9(b), 10(1) and 11(4), the withdrawal period shall **apply for an indefinite period from the conclusion of the contract.**

Or.el

**Amendment 875**  
**Catherine Stihler**

**Proposal for a directive**  
**Article 13**

*Text proposed by the Commission*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles **9(b)**, 10(1) **and 11(4)**, the withdrawal period shall expire **three months** after the **trader has fully performed his other contractual obligations**.

*Amendment*

If the trader has not provided the consumer with the information on the right of withdrawal in breach of Articles **5.1(e)**, **and** 10(1), the withdrawal period shall expire **one year** after the **time specified in article 12.2**

Or.en

*Justification*

*Under current UK rules for off-premises contracts, where information about the right to withdraw is not provided to consumers, the right to withdraw lasts indefinitely. Accordingly, placing a time limit on this right represents a significant 'step back' for UK consumers. That said, we appreciate the benefits of a time limit from the point of legal certainty, so are proposing a compromise of 1 year as this is consistent with the recent Timeshare Directive.*

**Amendment 876**  
**Róza Gräfin von Thun und Hohenstein, Rafal Trzaskowski**

**Proposal for a directive**  
**Article 14 – paragraph 1 – subparagraph 1**

*Text proposed by the Commission*

**The** consumer shall inform the trader of his decision to withdraw on a durable medium **either in a statement addressed to the trader drafted in his own words or using the standard withdrawal form as set out in Annex I(B)**.

*Amendment*

**Before expiry of the withdrawal period, the** consumer shall inform the trader of his decision to withdraw on a durable medium. **For this purpose the consumer must use** the standard withdrawal form as set out in Annex I(B) **or make any other clearly worded statement on a durable medium**.

**Member States shall not provide for any other formal requirements applicable to this model withdrawal form.**

**Amendment 877**  
**Liem Hoang Ngoc**

**Proposal for a directive**  
**Article 14 – paragraph 1 – subparagraph 1**

*Text proposed by the Commission*

1. The consumer shall inform the trader of his decision to withdraw on a durable medium either ***in a statement addressed to the trader drafted in his own words or*** using the standard withdrawal form as set out in Annex I(B).

*Amendment*

1. The consumer shall inform the trader of his decision to withdraw on a durable medium either using the standard withdrawal form as set out in Annex I(B) ***or in a clearly worded statement addressed to the trader.***

Or.fr

**Amendment 878**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 14 – paragraph 1 – subparagraph 1**

*Text proposed by the Commission*

The consumer shall inform the trader of his decision to withdraw ***on a durable medium*** either in a statement addressed to the trader drafted in his own words or using the standard withdrawal form as set out in Annex I(B).

*Amendment*

The consumer shall inform the trader of his decision to withdraw either in a statement addressed to the trader drafted in his own words or using the standard withdrawal form as set out in Annex I(B). ***Returning the subject-matter of a contract before the expiration of the withdrawal period is considered as a notice of withdrawal;***

Or.en

**Amendment 879**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 14 – paragraph 1 – subparagraph 1**

*Text proposed by the Commission*

The consumer shall inform the trader of his decision to withdraw **on a durable medium** either in a statement addressed to the trader drafted in his own words or using the standard withdrawal form as set out in Annex I(B).

*Amendment*

The consumer shall inform the trader of his decision to withdraw either in a statement addressed to the trader drafted in his own words or using the standard withdrawal form as set out in Annex I(B). **Returning the subject matter of the contract before the expiration of the withdrawal period is considered a notice of withdrawal.**

Or.en

*Justification*

*The exercise of the right of withdrawal would be undermined if too strict formal requirements are required to exercise such a right*

**Amendment 880**

**Philippe Juvin, Constance Le Grip**

**Proposal for a directive**

**Article 14 – paragraph 1 – subparagraph 1**

*Text proposed by the Commission*

1. The consumer shall inform the trader of his decision to withdraw on a durable medium either in a statement addressed to the trader **drafted in his own words** or using the standard withdrawal form as set out in Annex I(B).

*Amendment*

1. The consumer shall inform the trader of his decision to withdraw on a durable medium either in a **clearly worded** statement addressed to the trader or using the standard withdrawal form as set out in Annex I(B).

Or.fr

*Justification*

*It is important to stress that, if the consumer does not use the standard withdrawal form provided for in the Directive, he must inform the trader of his decision to withdraw in a clearly worded statement.*

**Amendment 881**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Article 14 – paragraph 1 – subparagraph 1**

*Text proposed by the Commission*

The consumer shall inform the trader of his decision to withdraw on a durable medium ***either in a statement addressed to the trader drafted in his own words or using the standard withdrawal form as set out in Annex I(B).***

*Amendment*

***Before expiry of the withdrawal period in accordance with Article 12, the consumer shall inform the trader of his decision to withdraw on a durable medium. For this purpose, the consumer may use the model withdrawal form as set out in Annex I(B), make any other clearly worded statement or return the goods to the trader.***

Or.de

*Justification*

*It should be as simple and unbureaucratic as possible for the consumer to make use of the right of withdrawal.*

**Amendment 882**  
**Małgorzata Handzlik**

**Proposal for a directive**  
**Article 14 – paragraph 1 – subparagraph 1**

*Text proposed by the Commission*

***The*** consumer shall inform the trader of his decision to withdraw ***on a durable medium either in a statement addressed to the trader drafted in his own words or using the standard withdrawal form as set out in Annex I(B).***

*Amendment*

***Before the expiry of the withdrawal period the consumer shall inform the trader of his decision to withdraw. For this purpose the consumer must:***

- a) either ***use*** the standard withdrawal form as set out in Annex I (B)
- b) or make any other clearly worded statement on a durable medium.

Or.en

*Justification*

*Full level of harmonization*

**Amendment 883**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 14 – paragraph 1 – subparagraph 2**

*Text proposed by the Commission*

*Amendment*

*Member States shall not provide for any other formal requirements applicable to this standard withdrawal form.*      *deleted*

Or.en

**Amendment 884**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 14 – paragraph 1 – subparagraph 2**

*Text proposed by the Commission*

*Amendment*

*Member States shall not provide for any other formal requirements applicable to this standard withdrawal form.*      *deleted*

Or.en

**Amendment 885**  
**Frank Engel**

**Proposal for a directive**  
**Article 14 – paragraph 1 – subparagraph 2**

*Text proposed by the Commission*

*Amendment*

Member States shall not provide for any other formal requirements applicable to this *standard* withdrawal form.

Member States shall not provide for any other formal requirements applicable to this *standardised European* withdrawal form.

Or.fr

**Amendment 886**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Article 14 – paragraph 1 – subparagraph 2**

*Text proposed by the Commission*

Member States shall not provide for any other formal requirements applicable to this *standard withdrawal form*.

*Amendment*

Member States shall not provide for any other formal requirements applicable to this.

Or.de

*Justification*

*In general, the Member States should not be allowed to impose further requirements as regards the format of the withdrawal.*

**Amendment 887**  
**Małgorzata Handzlik, Rafał Trzaskowski**

**Proposal for a directive**  
**Article 14 – paragraph 1 – subparagraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***Additionally, in the case of the provision of a service online, where such service provides for a means of withdrawal via that service itself, the consumer must be able to use that means.***

Or.en

*Justification*

*In the case of the provision of an online service, where such service provides for a means of withdrawal via that service itself, the consumer must be able to use that means. This is referred to in Recital 29 but not reflected in the body of the directive. Full level of harmonization.*



**Amendment 888**

**Andreas Schwab, Wim van de Camp, Sandra Kalniete, Lara Comi**

**Proposal for a directive**

**Article 14 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***1a. Before expiry of the withdrawal period, the consumer shall inform the trader of his decision to withdraw. For this purpose, the consumer may***

***(a) either use the model withdrawal form as set out in Annex I(B) or make any other clearly worded statement on a durable medium, or***

***b) return the goods to the trader.***

***Member States shall not provide for any other formal requirements applicable to this model withdrawal form.***

Or.de

*Justification*

*This amendment replaces Amendment 104.*

**Amendment 889**

**Iliana Ivanova**

**Proposal for a directive**

**Article 14 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

2. For distance contracts concluded on the Internet, the trader may, in addition to the possibilities referred to in paragraph 1, give the option to the consumer to electronically fill in and submit the standard withdrawal form on the trader's website. In that case the trader shall communicate to the consumer an acknowledgement of receipt of such a withdrawal by email without delay.

2. For distance contracts concluded on the Internet, the trader may, in addition to the possibilities referred to in paragraph 1, give the option to the consumer to electronically fill in and submit the standard withdrawal form on the trader's website. In that case the trader shall communicate to the consumer an acknowledgement of receipt of such a withdrawal by email without delay, ***in any case no later than one***

*working day from submitting the withdrawal form.*

Or.en

**Amendment 890**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 14 – paragraph 2**

*Text proposed by the Commission*

2. *For* distance contracts concluded on the Internet, the *trader may, in addition to the possibilities referred to in paragraph 1, give the* option to the consumer to electronically fill in and submit the standard withdrawal form on the trader's website. *In that case the trader* shall communicate to the consumer an acknowledgement of receipt of such a withdrawal by email without delay.

*Amendment*

2. *If the trader gives in case of* distance contracts concluded on the Internet the option to the consumer to electronically fill in and submit the standard withdrawal form on the trader's website, *he* shall communicate to the consumer an acknowledgement of receipt of such a withdrawal by email without delay.

Or.en

**Amendment 891**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 14 – paragraph 2**

*Text proposed by the Commission*

2. For distance contracts concluded on the Internet, the trader *may, in addition to the possibilities referred to in paragraph 1, give the* option to the consumer to electronically fill in and submit the standard withdrawal form on the trader's website. *In that case* the trader shall communicate to the consumer an acknowledgement of receipt of such a withdrawal by email without delay.

*Amendment*

2. For distance contracts concluded on the Internet, *if* the trader *gives* the option to the consumer to electronically fill in and submit the standard withdrawal form on the trader's website, the trader shall communicate to the consumer an acknowledgement of receipt of such a withdrawal by email without delay.

Or.en

**Amendment 892**  
**Frank Engel**

**Proposal for a directive**  
**Article 14 – paragraph 2**

*Text proposed by the Commission*

2. For distance contracts concluded on the Internet, the trader may, in addition to the possibilities referred to in paragraph 1, give the option to the consumer to electronically fill in and submit the *standard* withdrawal form on the trader's website. In that case the trader shall communicate to the consumer an acknowledgement of receipt of such a withdrawal by email without delay.

*Amendment*

2. For distance contracts concluded on the Internet, the trader may, in addition to the possibilities referred to in paragraph 1, give the option to the consumer to electronically fill in and submit the *standardised European* withdrawal form on the trader's website. In that case the trader shall communicate to the consumer an acknowledgement of receipt of such a withdrawal by email without delay.

Or.fr

**Amendment 893**  
**Ashley Fox**

**Proposal for a directive**  
**Article 14 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***2 a. A trader may accept notice of withdrawal by any other means in addition to the means described in (1) and (2). Where he does so, he shall acknowledge that notice in a durable medium.***

Or.en

**Amendment 894**  
**Kerstin Westphal**

**Proposal for a directive**  
**Article 15 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

**1a. The parties shall reimburse each other in full for the services each has rendered to the other as a consequence of the withdrawal.**

*(This is a reference, in terms of legal effects, to the general effects of the withdrawal.)*

Or.de

**Amendment 895**

**Tiziano Motti**

**Proposal for a directive  
Article 16 – paragraph 1**

*Text proposed by the Commission*

*Amendment*

**1. The trader shall reimburse any payment received from the consumer within thirty days from the day on which he receives the communication of withdrawal.**

**deleted**

Or.it

**Amendment 896**

**Robert Rochefort**

**Proposal for a directive  
Article 16 – paragraph 1**

*Text proposed by the Commission*

*Amendment*

1. The trader shall reimburse any payment received from the consumer within thirty days from the day on which he receives the communication of withdrawal.

1. The trader shall reimburse any payment received from the consumer **without delay, and in any event** within thirty days from the day on which he receives the communication of withdrawal.

**Reimbursement shall in principle be made by any means of payment. However, consumers who have exercised their right of withdrawal may, at the proposal of the**

**trader, opt for a different method of reimbursement.**

Or.fr

*Justification*

*This amendment is intended to prevent the practice of credit notes being systematically proposed to the consumer by way of reimbursement, with the effect of tying the consumer again to the trader. Exceptions are clearly possible, provided that the consumer gives his agreement to this form of reimbursement.*

**Amendment 897**  
**Werner Langen, Kurt Lechner**

**Proposal for a directive**  
**Article 16 – paragraph 1**

*Text proposed by the Commission*

1. The trader shall reimburse **any payment received from** the consumer within thirty days from the day on which he receives the communication of withdrawal.

*Amendment*

1. The trader shall reimburse the consumer **for all costs for which he is entitled to a refund** within thirty days from the day on which he receives the communication of withdrawal, **with the exception of those sales contracts in which the trader, pursuant to Paragraph 1a and Article 17 is not required to make the reimbursement until he has received or collected the goods back.**

Or.de

*Justification*

*The current wording of the Directive is ambiguous. It is unclear whether the reimbursement within 30 days should take place whether or not the consumer has fulfilled his obligation to send the goods back. The requirement for the trader to reimburse the consumer's costs should be made a clearly separate issue from the obligation to send the goods back.*

**Amendment 898**  
**Liem Hoang Ngoc**

**Proposal for a directive**  
**Article 16 – paragraph 1**

*Text proposed by the Commission*

1. The trader shall reimburse any payment received from the consumer within **thirty** days from the day on which he receives the **communication** of withdrawal.

*Amendment*

1. The trader shall reimburse any payment received from the consumer **as soon as possible and at the latest** within **fifteen** days from the day on which he receives the **notification** of withdrawal.

Or.fr

**Amendment 899**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 16 – paragraph 1**

*Text proposed by the Commission*

1. The trader shall reimburse any payment received from the consumer **within** thirty days from the day on which he receives the communication of withdrawal.

*Amendment*

1. The trader shall reimburse any payment, **if applicable including the costs of delivery**, received from the consumer **without delay and not later than** thirty days from the day on which he receives the communication of withdrawal.

Or.en

**Amendment 900**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 16 – paragraph 1**

*Text proposed by the Commission*

1. The trader shall reimburse any payment received from the consumer **within** thirty days from the day on which he receives the communication of withdrawal.

*Amendment*

1. The trader shall reimburse any payment, **including, if applicable, the costs of delivery**, received from the consumer **without undue delay, and in any case not later than** thirty days from the day on which he receives the communication of withdrawal.

Or.en

*Justification*

*Where the consumer has paid for delivery, the exercise of the right of withdrawal should also trigger the reimbursement of the amount paid for delivery of the good to the trader.*

**Amendment 901**  
**Philippe Juvin**

**Proposal for a directive**  
**Article 16 – paragraph 1**

*Text proposed by the Commission*

1. The trader shall **reimburse any payment received from** the consumer **within thirty** days from the day on which he receives the **communication** of withdrawal.

*Amendment*

1. The trader shall **be required to return to** the consumer **all of the sums paid, without delay and not later than fifteen** days from the day on which he receives the **notification** of withdrawal.  
**Reimbursement shall be made by any means of payment, in agreement with the consumer.**

Or.fr

*Justification*

*It is important to allow the consumer to be reimbursed as soon as possible and within a shorter period than that proposed by the Commission (15 days instead of a month). The means of payment (e.g. payment in vouchers) must not be imposed on the consumer by the trader; the means of payment must therefore be decided in agreement with the consumer.*

**Amendment 902**  
**Konstantinos Poupakis, Sylvana Rapti**

**Proposal for a directive**  
**Article 16 – paragraph 1**

*Text proposed by the Commission*

1. The trader shall reimburse **any payment** received from the consumer **within thirty** days from the day on which he receives the communication of withdrawal.

*Amendment*

1. The trader shall reimburse **all payments** received from the consumer **without delay and at the latest fourteen** days from the day on which he receives the communication of withdrawal.

Or.el

**Amendment 903**  
**Damien Abad, Constance Le Grip**

**Proposal for a directive**  
**Article 16 – paragraph 1**

*Text proposed by the Commission*

1. The trader shall reimburse any payment received from the consumer ***within thirty*** days from the day on which he receives the ***communication*** of withdrawal.

*Amendment*

1. The trader shall reimburse any payment received from the consumer ***without delay and not later than fifteen*** days from the day on which he receives the ***notification*** of withdrawal. ***Reimbursement shall be made by any means of payment. However, at the proposal of the trader, consumers who have exercised their right of withdrawal may opt for a different method of reimbursement.***

Or.fr

*Justification*

*In order to prevent the practice of credit notes being systematically proposed to the consumer by way of reimbursement, which results in the consumer being tied to the trader, it is imperative to incorporate in the provisions the basic principle that reimbursement is to be made by any means of payment. An exception may only be made to this rule if the consumer gives his agreement to a different form of reimbursement.*

**Amendment 904**  
**Catherine Stihler**

**Proposal for a directive**  
**Article 16 – paragraph 1**

*Text proposed by the Commission*

1. The trader shall reimburse any payment received from the consumer ***within*** thirty days from the day on which he receives the communication of withdrawal.

*Amendment*

1. The trader shall reimburse any payment ***including the costs of delivery*** received from the consumer ***without undue delay, and in any case not later than*** thirty days from the day on which he receives the communication of withdrawal.

Or.en



*Justification*

*Where a consumer withdraws from a contract, this should trigger an obligation on the consumer to return the goods and a concurrent obligation on the trader to return all monies received. Allowing a trader to withhold payment until receipt of goods is unfair, unbalanced and inappropriate*

**Amendment 905**  
**Anja Weisgerber**

**Proposal for a directive**  
**Article 16 – paragraph 1**

*Text proposed by the Commission*

1. The trader shall reimburse any payment received from the consumer ***within thirty days from the day on which*** he receives the communication of withdrawal.

*Amendment*

1. The trader shall reimburse any payment received from the consumer ***without delay as soon as*** he receives the communication of withdrawal.

Or.de

*Justification*

*There is no obvious reason why the trader should be granted a period of 14 days after receipt of the notice of withdrawal before making the reimbursement. Since services cannot be reimbursed, receipt of the notice of withdrawal is sufficient for the reimbursement obligation in this case.*

**Amendment 906**  
**Kyriacos Triantaphyllides**

**Proposal for a directive**  
**Article 16 – paragraph 1**

*Text proposed by the Commission*

1. The trader shall reimburse any payment received from the consumer within ***thirty*** days from the day on which he receives the communication of withdrawal.

*Amendment*

1. The trader shall reimburse any payment received from the consumer within ***seven*** days from the day on which he receives the communication of withdrawal.

Or.el

**Amendment 907**  
**Toine Manders**

**Proposal for a directive**  
**Article 16 – paragraph 1**

*Text proposed by the Commission*

1. The trader shall reimburse **any payment** received from the consumer **within thirty** days from the day on which he receives the communication of withdrawal.

*Amendment*

1. The trader shall reimburse **all payments** received from the consumer **without any unjustified delay and no later than fourteen** days from the day on which he receives the communication of withdrawal.

Or.en

**Amendment 908**  
**Tiziano Motti**

**Proposal for a directive**  
**Article 16 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

**1a. The trader shall not be required to reimburse the cost of standard delivery of goods to the consumer. If the consumer has expressly opted for a type of delivery other than standard delivery, the trader shall not be required to reimburse the resulting additional costs.**

Or.it

*Justification*

*Traders would be required to reimburse all of the costs incurred by the consumer, including shipping costs. There is a risk of this deterring traders from engaging in online sales because they could be obliged to reimburse shipping costs.*

**Amendment 909**  
**Werner Langen, Kurt Lechner**

**Proposal for a directive**  
**Article 16 – paragraph 1 a (new)**

***1a. For sales contracts for which the material possession of the goods has been transferred to the consumer or, at his request, to a third party before the expiration of the withdrawal period, the consumer shall send back the goods or hand them over to the trader or to a person authorised by the trader to receive them, within fourteen days from the day on which he communicates his withdrawal to the trader, unless the trader has offered to collect the goods himself.***

***The consumer shall only be charged for the direct cost of returning the goods and for any delivery charges to which the consumer has agreed and which arise from the consumer's desire for non-standard delivery of the items, unless the trader has agreed to bear that cost.***

Or.de

*Justification*

*Zur Klarstellung des Verhältnisses von Artikel 16 und 17 wiederholt dieser Änderungsantrag Artikel 17 Abs. 1. Der Zusatz zielt darauf ab, den Fall zu klären, in dem die Lieferkosten im Vergleich zum Warenwert unverhältnismäßig hoch sind. Diese Kosten können sich bei grenzüberschreitenden Lieferungen sogar noch erhöhen. Kann der Gewerbetreibende die Lieferkosten nicht zurückverlangen, so wird sich dies insbesondere für kleine und mittlere Unternehmen belastend auswirken. Auch wäre eine volle Rückerstattung der Lieferkosten nicht sinnvoll, wenn z.B. der Verbraucher mehrere Waren bestellt, aber nur einen Teil der Lieferung zurückgibt. Der Änderungsantrag versucht, dieses Ungleichgewicht zu korrigieren indem gewährleistet wird, dass die Lieferkosten dann vom Verbraucher getragen werden müssen, wenn dieser eine Lieferart gewählt hat, die von der üblichen Standardlieferung abweicht. Müsste der Gewerbetreibende alle Kosten tragen, würde dies die Entwicklung des grenzüberschreitenden Handels beeinträchtigen.*

**Amendment 910**  
**Werner Langen, Kurt Lechner**

**Proposal for a directive**  
**Article 16 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

**2. For sales contracts, the trader may withhold the reimbursement until he has received or collected the goods back, or the consumer has supplied evidence of having sent back the goods, whichever is the earliest.** *deleted*

Or.de

*Justification*

*The first part of this provision has been partly resolved in the previous article. This is not true of the last part of the sentence. In order for it to be established whether the value of the goods has been diminished, the trader must be in a position to physically examine the goods. It is therefore not sufficient for the consumer simply to provide proof that he has sent back the goods.*

**Amendment 911**  
**Liem Hoang Ngoc**

**Proposal for a directive**  
**Article 16 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

**2. For sales contracts, the trader may withhold the reimbursement until he has received or collected the goods back, or the consumer has supplied evidence of having sent back the goods, whichever is the earliest.** *deleted*

Or.fr

**Amendment 912**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 16 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

**2. For sales contracts, the trader may withhold the reimbursement until he has received or collected the goods back, or the consumer has supplied evidence of having sent back the goods, whichever is the earliest.** *deleted*

Or.en

**Amendment 913**

**Emilie Turunen**

**Proposal for a directive  
Article 16 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

**2. For sales contracts, the trader may withhold the reimbursement until he has received or collected the goods back, or the consumer has supplied evidence of having sent back the goods, whichever is the earliest.** *deleted*

Or.en

*Justification*

*This provision proposed by the Commission does not currently exist in EU legislation and would place the consumer at a manifest disadvantage which may discourage him/her from exercising the right of withdrawal.*

**Amendment 914**

**Catherine Stihler**

**Proposal for a directive  
Article 16 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

**2. For sales contracts, the trader may withhold the reimbursement until he has received or collected the goods back, or** *deleted*

*the consumer has supplied evidence of having sent back the goods, whichever is the earliest.*

Or.en

*Justification*

*Where a consumer withdraws from a contract, this should trigger an obligation on the consumer to return the goods and a concurrent obligation on the trader to return all monies received. Allowing a trader to withhold payment until receipt of goods is unfair, unbalanced and inappropriate*

**Amendment 915**  
**Tiziano Motti**

**Proposal for a directive**  
**Article 16 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

*2. For sales contracts, the trader may withhold the reimbursement until he has received or collected the goods back, or the consumer has supplied evidence of having sent back the goods, whichever is the earliest.*

*deleted*

Or.it

**Amendment 916**  
**Anja Weisgerber**

**Proposal for a directive**  
**Article 16 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

*2. For sales contracts, the trader may withhold the reimbursement until he has received or collected the goods back, or the consumer has supplied evidence of having sent back the goods, whichever is the earliest.*

*deleted*

*Justification*

*Paragraph 2 should be deleted. To oblige the consumer to make an advance payment in the case of revocation does not seem appropriate.*

**Amendment 917**

**Andreas Schwab, Wim van de Camp, Malgorzata Handzlik**

**Proposal for a directive  
Article 16 – paragraph 2**

*Text proposed by the Commission*

2. For *sales* contracts, the trader may *withhold the reimbursement until he has received or collected the goods back, or the consumer has supplied evidence of having sent back the goods, whichever is the earliest.*

*Amendment*

2. For *distance or off-premises* contracts *for the supply of goods*, the trader may *make* the reimbursement *conditional upon the return of the goods.*

*Justification*

*This amendment replaces Amendment 110.*

**Amendment 918**

**Tiziano Motti**

**Proposal for a directive  
Article 16 – paragraph 2**

*Text proposed by the Commission*

2. For sales contracts, the trader may withhold the reimbursement until he has received or collected the goods back, or the consumer has supplied evidence of having sent back the goods, whichever is the earliest.

*Amendment*

2. For sales contracts, the trader may withhold the reimbursement until he has received or collected the goods back, or the consumer has supplied evidence of having sent back the goods, whichever *of the two* is the earliest.

*Justification*

*Traders would be required to reimburse all of the costs incurred by the consumer, including shipping costs. There is a risk of this deterring traders from engaging in online sales because they could be obliged to reimburse shipping costs.*

**Amendment 919**

**Toine Manders**

**Proposal for a directive  
Article 16 – paragraph 2**

*Text proposed by the Commission*

2. For *sales* contracts, the trader may withhold the reimbursement until he has received or collected the goods back, or the consumer has supplied evidence of having sent back the goods, whichever is the earliest.

*Amendment*

2. For contracts *for the sales of goods*, the trader may withhold the reimbursement until he has received or collected the goods back, or the consumer has supplied evidence of having sent back the goods, whichever is the earliest, *unless the trader has offered to fetch the goods himself.*

Or.en

**Amendment 920**

**Kyriacos Triantaphyllides**

**Proposal for a directive  
Article 16 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

*The trader shall be charged for the cost of returning the goods unless the consumer has agreed to bear that cost.*

Or.el

**Amendment 921**

**Tiziano Motti**

**Proposal for a directive  
Article 17 – paragraph 1 – subparagraph 1**



*Text proposed by the Commission*

For **sales** contracts for which the material possession of the goods has been transferred to the consumer or at his request, to a third party before the expiration of the withdrawal period, the consumer shall send back the goods or hand them over to the trader or to a person authorised by the trader to receive them, within fourteen days from the day on which he communicates his withdrawal to the trader, unless the trader has offered to collect the goods himself.

*Amendment*

For **distance or off-premises** contracts **for the supply of goods** for which the material possession of the goods has been transferred to the consumer or, at his request, to a third party before the expiration of the withdrawal period, the consumer shall send back the goods or hand them over to the trader or to a person authorised by the trader to receive them, within fourteen days from the day on which he communicates his withdrawal to the trader, unless the trader has offered to collect the goods himself. **The consumer shall be charged only for the direct cost of returning the goods if the trader has not agreed with the consumer to bear that cost himself.**

Or.it

*Justification*

*Traders would be required to reimburse all of the costs incurred by the consumer, including shipping costs. There is a risk of this deterring traders from engaging in online sales because they could be obliged to reimburse shipping costs.*

**Amendment 922**

**Anna Maria Corazza Bildt**

**Proposal for a directive**

**Article 17 – paragraph 1 – subparagraph 1**

*Text proposed by the Commission*

For sales contracts for which the material possession of the goods has been transferred to the consumer or at his request, to a third party before the expiration of the withdrawal period, the consumer shall send back the goods or hand them over to the trader or to a person authorised by the trader to receive them, within fourteen days from the day on

*Amendment*

For sales contracts for which the material possession of the goods has been transferred to the consumer or at his request, to a third party before the expiration of the withdrawal period, the consumer shall send back the goods or hand them over to the trader or to a person authorised by the trader to receive them, within **seven days within the same country**

which he communicates his withdrawal to the trader, unless the trader has offered to collect the goods himself.

*and* fourteen days *cross-border* from the day on which he communicates his withdrawal to the trader, unless the trader has offered to collect the goods himself.

Or.en

### **Amendment 923**

**Kurt Lechner**

#### **Proposal for a directive**

#### **Article 17 – paragraph 1 – subparagraph 1**

##### *Text proposed by the Commission*

For sales contracts for which the material possession of the goods has been transferred to the consumer or at his request, to a third party before the expiration of the withdrawal period, the consumer shall send back the goods or hand them over to the trader or to a person authorised by the trader to receive them, within fourteen days from the day on which he communicates his withdrawal to the trader, *unless the trader has offered to collect the goods himself*.

##### *Amendment*

For sales contracts for which the material possession of the goods has been transferred to the consumer or at his request, to a third party before the expiration of the withdrawal period, the consumer shall send back the goods or hand them over to the trader or to a person authorised by the trader to receive them, within fourteen days from the day on which he communicates his withdrawal to the trader.

Or.de

### **Amendment 924**

**Jürgen Creutzmann**

#### **Proposal for a directive**

#### **Article 17 – paragraph 1 – subparagraph 1**

##### *Text proposed by the Commission*

For sales contracts for which the material possession of the goods has been transferred to the consumer or at his request, to a third party before the expiration of the withdrawal period, the

##### *Amendment*

For sales contracts for which the material possession of the goods has been transferred to the consumer or at his request, to a third party before the expiration of the withdrawal period, the

consumer shall send back the goods or hand them over to the trader or to a person authorised by the trader to receive them, within *fourteen* days from the day on which he communicates his withdrawal to the trader, unless the trader has offered to collect the goods himself.

consumer shall send back the goods or hand them over to the trader or to a person authorised by the trader to receive them, within *seven* days from the day on which he communicates his withdrawal to the trader, unless the trader has offered to collect the goods himself.

Or.de

**Amendment 925**  
**Cornelis de Jong**

**Proposal for a directive**  
**Article 17 – paragraph 1 – subparagraph 1**

*Text proposed by the Commission*

For sales contracts for which the material possession of the goods has been transferred to the consumer or at his request, to a third party before the expiration of the withdrawal period, the consumer shall send back the goods or hand them over to the trader or to a person authorised by the trader to receive them, within fourteen days from the day on which he communicates his withdrawal to the trader, *unless the trader has offered to collect the goods himself*.

*Amendment*

For sales contracts for which the material possession of the goods has been transferred to the consumer or at his request, to a third party before the expiration of the withdrawal period, the consumer shall send back the goods or hand them over to the trader or to a person authorised by the trader to receive them, *or let the trader collect the goods himself when he has offered to do so*, within fourteen days from the day on which he communicates his withdrawal to the trader.

Or.en

**Amendment 926**  
**Malgorzata Handzlik**

**Proposal for a directive**  
**Article 17 – paragraph 1 – subparagraph 1**

*Text proposed by the Commission*

For sales contracts for which the material possession of the goods has been transferred to the consumer or at his request, to a third party before the expiration of the withdrawal period, the

*Amendment*

For sales contracts for which the material possession of the goods has been transferred to the consumer or at his request, to a third party before the expiration of the withdrawal period, the

consumer shall send back the goods or hand them over to the trader or to a person authorised by the trader to receive them, within **fourteen** days from the day on which he communicates his withdrawal to the trader, unless the trader has offered to collect the goods himself.

consumer shall send back the goods or hand them over to the trader or to a person authorised by the trader to receive them, within **seven** days from the day on which he communicates his withdrawal to the trader, unless the trader has offered to collect the goods himself.

Or.en

#### *Justification*

*This amendment is justified to avoid situations which would be too burdensome for the trader. The current proposal for Article 17(1) may mean, in certain cases, that the consumer would be entitled to be in possession of the good for around 28 days (14 days to communicate withdrawal plus 14 extra days from the day of communication to return the goods). This is disproportionate and too burdensome on the trader. Additionally the consumer should be aware that as soon as he decides to withdraw from the contract, he has to send back the good. It is also in the interest of the consumer if he wishes to receive his payment back as soon as possible. Full level of harmonization.*

#### **Amendment 927** **Werner Langen, Kurt Lechner**

#### **Proposal for a directive** **Article 17 – paragraph 1 – subparagraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***During the withdrawal period the consumer who may possibly wish to exercise his right to withdraw shall have a duty of care in respect of the good. In this case, the consumer should only handle or try it in the same manner as he would be allowed to do in a shop and only to the extent necessary to determine its nature, qualities and functioning.***

Or.de

#### *Justification*

*One of the biggest barriers to online trade is abuse involving the return of goods that were acquired with a view to short-term use and subsequent return to the trader (e.g. wedding dresses, flat-screen TVs, etc.). In order to guarantee traders protection in such cases, the*

*wording of recital 31 should be incorporated into the body of the Directive.*

**Amendment 928**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 17 – paragraph 1 – subparagraph 2**

*Text proposed by the Commission*

*Amendment*

***The consumer shall only be charged for the direct cost of returning the goods unless the trader has agreed to bear that cost.***

***deleted***

Or.en

**Amendment 929**  
**Kyriacos Triantaphyllides**

**Proposal for a directive**  
**Article 17 – paragraph 1 – subparagraph 2**

*Text proposed by the Commission*

*Amendment*

***The consumer shall only be charged for the direct cost of returning the goods unless the trader has agreed to bear that cost.***

***deleted***

Or.el

**Amendment 930**  
**Liem Hoang Ngoc**

**Proposal for a directive**  
**Article 17 – paragraph 1 – subparagraph 2**

*Text proposed by the Commission*

*Amendment*

The consumer shall only be charged for the direct cost of returning the goods *unless* the trader has agreed to bear that cost.

The consumer shall only be charged for the direct cost of returning the goods. *He shall not be charged for that cost if the trader has agreed to bear it or if the cost of*

*returning the goods is more than EUR 50.*

Or.fr

*Justification*

*It would seem more logical to take account of the cost of returning goods, as, for example, in the case of bulky goods, the costs incurred for returning the goods may be higher than the price of the goods themselves, which makes the right of withdrawal totally meaningless.*

**Amendment 931**  
**Catherine Stihler**

**Proposal for a directive**  
**Article 17 – paragraph 1 – subparagraph 2**

*Text proposed by the Commission*

The *consumer* shall *only* be *charged for* the *direct cost of returning the goods* unless the *trader has agreed to bear that cost*.

*Amendment*

The *costs of return of the good(s)* shall be *borne by the trader* unless *stipulated otherwise in the contract*.

Or.en

**Amendment 932**  
**Catherine Soullie, Damien Abad, Philippe Juvin, Amalia Sartori**

**Proposal for a directive**  
**Article 17 – paragraph 1 – subparagraph 2**

*Text proposed by the Commission*

The consumer shall only be charged for the direct cost of returning the goods *unless* the trader has agreed to bear *that* cost.

*Amendment*

The consumer shall only be charged for the direct cost of returning the goods. *He shall not be charged for that cost if* the trader has agreed to bear *it or if the cost of returning the goods is more than EUR 50*.

Or.en

**Amendment 933**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 17 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***1a. The costs of return of the good shall be borne by the trader if the price of the good to be returned is more than 20 €.***

Or.en

**Amendment 934**  
**Werner Langen, Kurt Lechner**

**Proposal for a directive**  
**Article 17 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

2. The consumer shall ***only*** be liable for any diminished value of the goods resulting from ***the handling other than what is necessary to ascertain the nature and functioning of the goods. He shall not be liable for diminished value where the trader has failed to provide notice of the withdrawal right in accordance with Article 9(b). For service contracts subject to a right of withdrawal, the consumer shall bear no cost for services performed, in full or in part, during the withdrawal period.***

2. The consumer shall be liable for any diminished value of the goods resulting from ***failure on his part to fulfil the obligations set out in Article 17(1a).***

Or.de

*Justification*

*Linguistic clarification by deletion of the word 'only', clarifying that in the situation described there is no limitation on consumer liability. The remainder corresponds to the amendments to Article 17(1a) proposed above.*

**Amendment 935**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 17 – paragraph 2**

*Text proposed by the Commission*

2. The consumer shall **only** be liable for any diminished value of the **goods** resulting from the handling other than what is necessary to ascertain the nature and functioning of the goods. **He shall not be liable for diminished value where the trader has failed to provide notice of the withdrawal right in accordance with Article 9(b). For service contracts subject to a right of withdrawal, the consumer shall bear no cost for services performed, in full or in part, during the withdrawal period.**

*Amendment*

2. The consumer shall **not** be liable for:

**(a) any diminished value of the *subject-matter* resulting from the handling other than what is necessary to ascertain the nature and functioning of the goods;**

**(b) any destruction, or loss of, or damage to the *subject-matter*, provided that the consumer *used reasonable care to prevent such destruction, loss or damage.***

Or.en

**Amendment 936**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 17 – paragraph 2**

*Text proposed by the Commission*

2. The consumer **shall only be liable** for any **diminished** value of the **goods** **resulting from the handling other than what is necessary to ascertain the nature and functioning of the goods. He shall not be liable for diminished value where the**

*Amendment*

2. The consumer **is not required to pay** for:



*trader has failed to provide notice of the withdrawal right in accordance with Article 9(b). For service contracts subject to a right of withdrawal, the consumer shall bear no cost for services performed, in full or in part, during the withdrawal period.*

*(a) any diminution in the value of anything received under the contract caused by inspection and testing;*

*(b) any destruction, or loss of, or damage to, anything received under the contract, provided that the consumer used reasonable care to prevent such destruction, loss or damage.*

Or.en

#### *Justification*

*The proposed provision that allows the trader to claim compensation for the diminished value of the goods caused by normal use does not currently exist in EU legislation and may prevent consumers from exercising their right of withdrawal.*

**Amendment 937**  
**Othmar Karas**

**Proposal for a directive**  
**Article 17 – paragraph 2**

#### *Text proposed by the Commission*

2. The consumer shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to *ascertain* the nature and functioning of the goods. He shall not be liable for diminished value where the trader has failed to provide notice of the withdrawal right in accordance with *Article 9(b). For service contracts subject to a right of withdrawal, the consumer shall bear no cost for services performed, in full or in part, during the withdrawal period.*

#### *Amendment*

2. The consumer shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to *establish* the nature, *qualities* and functioning of the goods. He shall not be liable for diminished value where the trader has failed to provide notice of the withdrawal right in accordance with *Articles 10(1) and 11(4). In the case of services performed during the withdrawal period to which a right of withdrawal applies and for which cancellation is no longer possible,* the

consumer shall *pay the undertaking for the service which has been used or can no longer be reversed in accordance with its value, provided that this service is clearly and mainly to the consumer's advantage.*

Or.de

*Justification*

*To say that in the case of service contracts to which a right of withdrawal applies there should be absolutely no entitlement to payment for services which have been used is incompatible with the basic values of civil law systems.*

**Amendment 938**  
**Catherine Stihler**

**Proposal for a directive**  
**Article 17 – paragraph 2**

*Text proposed by the Commission*

2. The consumer *shall only be liable* for any *diminished* value of the *goods resulting from the handling other than what is necessary to ascertain the nature and functioning of the goods. He shall not be liable for diminished value where the trader has failed to provide notice of the withdrawal right in accordance with Article 9(b).* For service contracts subject to a right of withdrawal, the consumer *shall bear no cost for services performed, in full or in part, during the withdrawal period.*

*Amendment*

2. The consumer *is not required to pay* for:

- a) any *dinimution in the value of anything received under the contract caused by inspection and testing;*
- b) any destruction, or loss of, *or damage to, anything received under the contract, provided that the consumer used reasonable care to prevent such destruction, loss or damage.*

Or.en

**Amendment 939**  
**Emma McClarkin**

**Proposal for a directive**  
**Article 17 – paragraph 2**

*Text proposed by the Commission*

2. The consumer shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to ascertain the nature and functioning of the goods. ***He shall not be liable for diminished value where the trader has failed to provide notice of the withdrawal right in accordance with Article 9(b).*** For service contracts subject to a right of withdrawal, the consumer shall bear no cost for services performed, in full or in part, during the withdrawal period.

*Amendment*

2. The consumer shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to ascertain the nature and functioning of the goods, ***except for perishable goods that would lose their*** value. For service contracts subject to a right of withdrawal, the consumer shall bear no cost for services performed, in full or in part, during the withdrawal period.

Or.en

*Justification*

*Due to their very nature, press products lose their value after a very short period of time. Therefore it serves no purpose for the consumer to be obliged to return the goods.*

**Amendment 940**  
**Rafał Trzaskowski, Róża Gräfin von Thun und Hohenstein, Małgorzata Handzlik,**  
**Sandra Kalniete**

**Proposal for a directive**  
**Article 17 – paragraph 2**

*Text proposed by the Commission*

2. The consumer shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to ascertain the nature and functioning of the goods. He shall not be liable for diminished value where the trader has failed to provide notice of the withdrawal right in accordance with Article

*Amendment*

2. The consumer shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to ascertain the nature and functioning of the goods. He shall not be liable for diminished value where the trader has failed to provide notice of the withdrawal right in accordance with Article

9(b). For service contracts subject to a right of withdrawal, the consumer shall bear no cost for services performed, in full or in part, during the withdrawal period.

9(b). For service contracts subject to a right of withdrawal, the consumer shall bear no cost for services performed, in full or in part, during the withdrawal period ***when the trader has failed to provide information in accordance to Article 5.1(e) or when the consumer has not requested the performance of the service to begin during the withdrawal period in accordance to Article 10.2 (a) or 11. 4(a).***

Or.en

**Amendment 941  
Kurt Lechner**

**Proposal for a directive  
Article 17 – paragraph 2**

*Text proposed by the Commission*

2. The consumer shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to ascertain the nature and functioning of the goods. ***He shall not be liable for diminished value where the trader has failed to provide notice of the withdrawal right in accordance with Article 9(b).*** For service contracts subject to a right of withdrawal, the consumer shall bear ***no*** cost for services performed, in full or in part, during the withdrawal period.

*Amendment*

2. The consumer shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to ascertain the nature and functioning of the goods. For service contracts subject to a right of withdrawal, the consumer shall bear ***the*** cost for services performed, in full or in part, during the withdrawal period.

Or.de

**Amendment 942  
Malcolm Harbour**

**Proposal for a directive  
Article 17 – paragraph 2**

*Text proposed by the Commission*

2. The consumer shall only be liable for

*Amendment*

2. The consumer shall only be liable for

any diminished value of the goods resulting from the handling other than what is necessary to ascertain the nature and functioning of the goods. He shall not be liable for diminished value where the trader has failed to provide notice of the withdrawal right in accordance with Article 9(b). ***For service contracts subject to a right of withdrawal, the consumer shall bear no cost for services performed, in full or in part, during the withdrawal period.***

any diminished value of the goods resulting from the handling other than what is necessary to ascertain the nature and functioning of the goods. He shall not be liable for diminished value where the trader has failed to provide notice of the withdrawal right in accordance with Article 9(b).

Or.en

**Amendment 943**  
**Werner Langen, Kurt Lechner**

**Proposal for a directive**  
**Article 17 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***2 a. The consumer shall not be liable for any diminished value of the goods where the trader has failed to provide notice of the withdrawal right in accordance with Article 9(b).***

Or.de

*Justification*

*The changes proposed above make it necessary - for reasons of consistency - to include this provision, originally proposed as part of Article 17, in a different paragraph.*

**Amendment 944**  
**Werner Langen**

**Proposal for a directive**  
**Article 17 – paragraph 2 b (new)**

*Text proposed by the Commission*

*Amendment*

***2 b. For service contracts subject to a***

***right of withdrawal, the consumer shall bear no cost for services performed, in full or in part, during the withdrawal period.***

Or.de

*Justification*

*The changes proposed above make it necessary - for reasons of consistency - to include this provision, originally proposed as part of Article 17, in a different paragraph. In addition, service contracts should be dealt with separately. It is also essential to clarify that a right of withdrawal can no longer be exercised if the consumer asked for the service to be performed.*

**Amendment 945**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 17 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***2a. For services contracts, the consumer is only liable for costs that incurred up to the point of withdrawal when he expressly requested the early performance of the contract. Such costs should be reasonable and proportionate to the service already provided.***

Or.en

**Amendment 946**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 17 – paragraph 2 b (new)**

*Text proposed by the Commission*

*Amendment*

***2b. Except as provided in this Article, the consumer does not incur any liability through the exercise of the right of withdrawal.***

**Amendment 947**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 17 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***2a. For services contracts, the consumer is liable for any costs incurred up to the point of withdrawal only when he expressly requested the early performance of the contract. Such costs should be reasonable and proportionate to the extent of the service already provided up to the point of withdrawal.***

Or.en

**Amendment 948**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 17 – paragraph 2 b (new)**

*Text proposed by the Commission*

*Amendment*

***2b. Except as provided in this Article, the consumer does not incur any liability through the exercise of the right of withdrawal.***

Or.en

**Amendment 949**  
**Catherine Stihler**

**Proposal for a directive**  
**Article 17 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***2a. For services contracts, the consumer***

*is liable for any reasonable costs incurred up to the point of withdrawal only when he expressly requested the early performance of the contract.*

Or.en

*Justification*

*Requiring a consumer to pay for any diminished value in the goods would significantly undermine the value of the right to withdraw as it is likely to discourage consumers from exercising this right. Also, it would be difficult to identify an appropriate reduction and would place a considerable and unnecessary burden on both business and consumers. A similar right that currently exists in the UK when replacing faulty goods is rarely enforced by traders for these very reasons.*

**Amendment 950**  
**Catherine Stihler**

**Proposal for a directive**  
**Article 17 – paragraph 2b (new)**

*Text proposed by the Commission*

*Amendment*

***2b. Except as provided in this Article, the consumer does not incur any liability through the exercise of the right of withdrawal.***

Or.en

*Justification*

*Requiring a consumer to pay for any diminished value in the goods would significantly undermine the value of the right to withdraw as it is likely to discourage consumers from exercising this right. Also, it would be difficult to identify an appropriate reduction and would place a considerable and unnecessary burden on both business and consumers. A similar right that currently exists in the UK when replacing faulty goods is rarely enforced by traders for these very reasons.*

**Amendment 951**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Article 17 – paragraph 2 a (new)**

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*Text proposed by the Commission*

*Amendment*

**2a. Member States may not adopt or maintain rules which go beyond the provisions in this Article, including where they result in a higher or lower level of consumer protection.**

Or.de

**Amendment 952  
Malcolm Harbour**

**Proposal for a directive  
Article 17 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

**2a. In relation to an off premises contract for the provision of services (including where goods are provided as part of the transaction), subject to a right of withdrawal where the trader has failed to provide information in accordance with Article 9(1)(b), (g) or failed to require a request from the consumer in accordance with Article 10(2a), the consumer shall bear no cost for services performed or for goods provided as part of the transaction, in full or in part, during the withdrawal period.**

Or.en

**Amendment 953  
Malcolm Harbour**

**Proposal for a directive  
Article 17 – paragraph 2 b (new)**

*Text proposed by the Commission*

*Amendment*

**2b. Where the consumer exercises the right of withdrawal after having made a request in accordance with Article 10(2a),**

*the consumer shall pay the trader a reasonable amount:*

*(a) which shall not exceed an amount which is in proportion to the extent of the services provided until the time the consumer has informed the trader of the exercise of the right of withdrawal, in comparison with those required under the contract;*

*(b) for any diminished value of any goods supplied in connection with the service performance in accordance with paragraph 2.*

Or.en

**Amendment 954**  
**Morten Løkkegaard**

**Proposal for a directive**  
**Article 17 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

*2a. For service contracts subject to a right of withdrawal, the consumer is liable for any costs incurred up to the point of withdrawal only when he expressly requested the performance of the contract before the end of the withdrawal period. Such costs should be reasonable and proportionate to the extent of the service already provided up to the point of withdrawal.*

Or.en

**Amendment 955**  
**Konstantinos Poupakis, Sylvana Rapti**

**Proposal for a directive**  
**Article 19 – paragraph 1 – introductory part**

*Text proposed by the Commission*

1. In respect of distance contracts, the right of withdrawal **shall not apply** as regards the following:

*Amendment*

1. In respect of distance contracts **and off-premises contracts, the consumer shall not enjoy** the right of withdrawal **from the contract** as regards the following:

Or.el

**Amendment 956**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Article 19 – paragraph 1 – introductory part**

*Text proposed by the Commission*

1. In respect of distance contracts, the right of withdrawal shall not apply as regards the following:

*Amendment*

1. In respect of distance **and off-premises** contracts, the right of withdrawal shall not apply as regards the following:

Or.de

**Amendment 957**  
**Anja Weisgerber**

**Proposal for a directive**  
**Article 19 – paragraph 1 – introductory part**

*Text proposed by the Commission*

1. In respect of distance contracts, the right of withdrawal shall not apply as regards the following:

*Amendment*

1. In respect of distance contracts **and off-premises contracts**, the right of withdrawal shall not apply as regards the following:

Or.de

**Amendment 958**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 19 – paragraph 1 – introductory part**

*Text proposed by the Commission*

*Amendment*

1. In respect of distance contracts, the right of withdrawal shall not apply as regards the following:

1. In respect of distance contracts, the right of withdrawal shall not apply as regards the following ***or when a withdrawal from the contract is not reconcilable with the type of good, the product itself or the service.***

Or.en

**Amendment 959**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 19 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***-1. Member States may maintain or introduce, in their national law, more stringent provisions than those laid down in this Article, in order to ensure a higher level of consumer protection.***

Or.fr

*Justification*

*This amendment makes it clear that, as regards Article 19, minimum harmonisation is to apply .*

**Amendment 960**  
**Kerstin Westphal**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point a**

*Text proposed by the Commission*

*Amendment*

***(a) services where performance has begun, with the consumer's prior express consent, before the end of the fourteen day period referred to in Article 12;***

***deleted***

**Amendment 961**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point a**

*Text proposed by the Commission*

*Amendment*

*(a) services where performance has begun, with the consumer's prior express consent, before the end of the fourteen day period referred to in Article 12;* **deleted**

Or.en

**Amendment 962**  
**Zuzana Roithová**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point a**

*Text proposed by the Commission*

*Amendment*

*(a) services where performance has begun, with the consumer's prior express consent, before the end of the fourteen day period referred to in Article 12;* **deleted**

Or.en

**Amendment 963**  
**Rafał Trzaskowski, Róza Gräfin von Thun und Hohenstein, Sandra Kalniete, Małgorzata Handzlik**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point a**

*Text proposed by the Commission*

*Amendment*

*(a) services where performance has begun, with the consumer's prior express consent, before the end of the fourteen day period referred to in Article 12;* **deleted**

**Amendment 964**  
**Anja Weisgerber**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point a**

*Text proposed by the Commission*

(a) *services where performance has begun*, with the consumer's *prior* express consent, *before the end of the fourteen day period referred to in Article 12;*

*Amendment*

(a) *in the case of a service contract where the contract has been completely performed by both parties*, with the consumer's express consent, *before the consumer has exercised the right of withdrawal;*

Or.de

*Justification*

*Das Erlöschen des Widerrufsrechts bereits mit Beginn der Ausführung der Dienstleistung hat sich in der Praxis nicht bewährt. Eine solche Regelung erleichtert unseriöse Geschäftsmodelle im Zusammenhang mit unerlaubter Telefonwerbung und so genannten Kostenfallen im Internet. Oftmals geht es um Dauerschuldverhältnisse, beispielsweise Abonnements von Klingeltönen. Die Gewerbetreibenden lassen den Verbraucher über die Entgeltlichkeit der Leistung im Unklaren und berufen sich dann darauf, der Verbraucher habe durch sein Verhalten der zunächst teilweisen Ausführung der Dienstleistung zugestimmt und könne daher nicht mehr widerrufen.*

**Amendment 965**  
**Konstantinos Poupakis, Sylvana Rapti**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point a**

*Text proposed by the Commission*

(a) *services where performance has begun, with the consumer's prior express consent, before the end of the fourteen day period referred to in Article 12;*

*Amendment*

*deleted*

Or.el

**Amendment 966**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point a**

*Text proposed by the Commission*

a) services where performance has begun, ***with the consumer's prior express consent***, before the end of the fourteen day period referred to in Article 12;

*Amendment*

a) services where performance has begun before the end of the fourteen day period referred to in Article 12, ***with the consumer's prior express consent on a durable medium; in such cases, the consent should also extend to waiving his right of withdrawal***;

Or.fr

**Amendment 967**  
**Kyriacos Triantaphyllides**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point a**

*Text proposed by the Commission*

(a) services where performance has begun, with the consumer's prior express consent, before the end of the fourteen day period referred to in Article 12;

*Amendment*

(a) services where performance has begun, with the consumer's prior express consent, ***on a durable medium*** before the end of the ***thirty*** day period referred to in Article 12;

Or.el

**Amendment 968**  
**Tiziano Motti**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point a**

*Text proposed by the Commission*

(a) services where performance has begun, with the consumer's prior express consent,

*Amendment*

(a) services where performance has begun, with the consumer's prior express consent

before the end of the fourteen day period referred to in Article 12;

*on a durable medium*, before the end of the fourteen day period referred to in Article 12 (*either under a sales or service contract or as part of a mixed-purpose service*).

Or.it

*Justification*

*The issue of mixed-purpose goods and services contracts has not been adequately addressed. For example, a consumer who purchases a telephone and has started to use the telephone and the related telecommunications service should be entitled to return the phone, but not to terminate the related telecommunications service contract.*

**Amendment 969**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point b**

*Text proposed by the Commission*

*Amendment*

*(b) the supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader;*

*deleted*

Or.en

**Amendment 970**  
**Anja Weisgerber**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point b**

*Text proposed by the Commission*

*Amendment*

*(b) the supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader;*

*deleted*

Or.de



*Justification*

*The provision seems impractical.*

**Amendment 971**

**Andreas Schwab, Wim van de Camp, Frank Engel**

**Proposal for a directive**

**Article 19 – paragraph 1 – point b**

*Text proposed by the Commission*

(b) the supply of goods or services for which the price is dependent on fluctuations in the **financial** market which cannot be controlled by the trader;

*Amendment*

(b) the supply of goods or services for which the price is dependent on fluctuations in the market which cannot be controlled by the trader **and which may occur within the withdrawal period**;

Or.de

**Amendment 972**

**Kerstin Westphal**

**Proposal for a directive**

**Article 19 – paragraph 1 – point c**

*Text proposed by the Commission*

(c) the supply of goods made to the consumer's specifications or clearly personalized or **which are liable to deteriorate or expire rapidly**;

*Amendment*

(c) the supply of goods made to the consumer's specifications or clearly personalized or **in the case of which withdrawal is incompatible with the nature of the goods, product or service**;

Or.de

**Amendment 973**

**Konstantinos Poupakis, Sylvana Rapti**

**Proposal for a directive**

**Article 19 – paragraph 1 – point c**

*Text proposed by the Commission*

(c) the supply of goods made to the

*Amendment*

(c) the supply of goods made to the

consumer's specifications or clearly personalized *or which are liable to deteriorate or expire rapidly*;

consumer's specifications or clearly personalized;

Or.el

**Amendment 974**  
**Anja Weisgerber**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point c**

*Text proposed by the Commission*

*Amendment*

*(c) the supply of goods made to the consumer's specifications or clearly personalized or which are liable to deteriorate or expire rapidly;*

*(c) contracts for which the consumer, in order to respond to an immediate emergency, has requested the immediate performance of the contract by the trader; if, on this occasion, the trader provides or sells additional services or goods other than those which are strictly necessary to meet the immediate emergency of the consumer, the right of withdrawal shall apply to those additional services or goods;*

Or.de

*Justification*

*Combining grounds for exclusion in connection with distance and off-premises contracts does not seem appropriate. It would lead to a situation where, in identical circumstances, it may appear reasonable for the right of withdrawal not to apply as regards distance selling, but it would be inappropriate in the case of off-premises contracts.*

**Amendment 975**  
**Konstantinos Poupakis, Sylvana Rapti**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point c a (new)**

*Text proposed by the Commission*

*Amendment*

*(ca) the supply of goods which are liable*

*to deteriorate or expire rapidly;*

Or.el

**Amendment 976**  
**Hans-Peter Mayer**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point c a (new)**

*Text proposed by the Commission*

*Amendment*

***(ca) services tailored to the consumer's personalised requirements or wishes and requiring the entrepreneur to make individual arrangements which he can make no other use of;***

Or.de

**Amendment 977**  
**Andreas Schwab**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point c a (new)**

*Text proposed by the Commission*

*Amendment*

***(ca) the supply of foodstuffs, beverages or other hygienically sensitive goods whose packaging or sealing has already been opened by the consumer, after having previously been informed about the exclusion of the right of withdrawal;***

Or.de

*Justification*

*This amendment replaces the previous Amendment 118.*

**Amendment 978**

**Andreas Schwab, Wim van de Camp, Malgorzata Handzlik, Lara Comi**

**Proposal for a directive**

**Article 19 – paragraph 1 – point c b (new)**

*Text proposed by the Commission*

*Amendment*

*(cb) contracts which, in accordance with the provisions of the Member States, are certified by a public office-holder who has a statutory obligation to be independent and impartial and must ensure, by providing comprehensive legal information, that the consumer only concludes the contract on the basis of careful consideration and with knowledge of its legal scope;*

Or.de

**Amendment 979**

**Robert Rochefort**

**Proposal for a directive**

**Article 19 – paragraph 1 – point c a (new)**

*Text proposed by the Commission*

*Amendment*

*(ca) the supply of foodstuffs, beverages or other hygienically sensitive goods whose packaging or sealing has already been opened by the consumer and the supply of products which might pose a health risk if returned within the fourteen-day right of withdrawal period;*

Or.fr

**Amendment 980**

**Jürgen Creutzmann**

**Proposal for a directive**

**Article 19 – paragraph 1 – point c a (new)**

*Text proposed by the Commission*

*Amendment*

***(ca) where goods are supplied which, due to intervention by the consumer, are no longer marketable and which the trader cannot sell again or can only sell again at a substantial discount, particularly due to their having been combined or mixed with other substances or on grounds of the protection of health or hygiene;***

Or.de

*Justification*

*Unless these products are excluded from the right of withdrawal, it will in future hardly be possible for traders to offer them for sale under a distance or off-premises contract. Supply would therefore be considerably reduced, to the detriment of consumers, or significant price mark-ups would have to be made.*

**Amendment 981**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point c b (new)**

*Text proposed by the Commission*

*Amendment*

***(cb) contracts for which the consumer, in order to respond to an immediate emergency, has requested the immediate performance of the contract by the trader; if, on this occasion, the trader provides or sells additional services or goods other than those which are strictly necessary to meet the immediate emergency of the consumer, the right of withdrawal shall apply to those additional services or goods;***

Or.de

**Amendment 982**  
**Kurt Lechner**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point c – paragraph 1a (new)**

*Text proposed by the Commission*

*Amendment*

***1a. services tailored to the consumer's personalised requirements or wishes and requiring the entrepreneur to make individual arrangements which he can make no other use of;***

Or.de

**Amendment 983**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point c c (new)**

*Text proposed by the Commission*

*Amendment*

***(cc) services tailored to the consumer's personalised requirements or wishes and requiring the supplier to make individual arrangements which he can make no other use of;***

Or.de

*Justification*

*In these individual cases the exclusion of the right of withdrawal causes only an insignificant disadvantage to the consumer, as the detailed wishes of the latter will inevitably have been thoroughly discussed.*

**Amendment 984**  
**Catherine Soullie, Damien Abad, Philippe Juvin, Amalia Sartori**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point c a (new)**

*Text proposed by the Commission*

*Amendment*

***ca) the supply of foodstuffs, beverages and other hygienically sensitive goods, or goods that may create a sanitary risk if returned within the withdrawal period;***

Or.en

**Amendment 985**  
**Kerstin Westphal**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point d**

*Text proposed by the Commission*

*Amendment*

***(d) the supply of wine, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place beyond the time-limit referred to in Article 22(1) and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;*** ***deleted***

Or.de

**Amendment 986**  
**Andreas Schwab, Wim van de Camp, Lara Comi**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point d**

*Text proposed by the Commission*

*Amendment*

***(d) the supply of wine, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place beyond the time-limit referred to in Article 22(1) and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;*** ***deleted***

*Justification*

*This amendment replaces the previous Amendment 121.*

**Amendment 987**

**Kurt Lechner**

**Proposal for a directive**

**Article 19 – paragraph 1 – point d**

*Text proposed by the Commission*

*Amendment*

*(d) the supply of wine, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place beyond the time-limit referred to in Article 22(1) and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;*

*deleted*

Or.de

**Amendment 988**

**Catherine Stihler**

**Proposal for a directive**

**Article 19 – paragraph 1 – point d**

*Text proposed by the Commission*

*Amendment*

(d) the supply of *wine*, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place beyond the time-limit referred to in Article 22(1) and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;

(d) the supply of *alcoholic beverages*, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place beyond the time-limit referred to in Article 22(1) and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;

Or.en



*Justification*

*The supply of alcoholic beverages 'en primeur' is not restricted to wine. For example, spirits which are required to undergo maturation in cask may be purchased on the basis that they will be delivered, years later, as mature spirit. It is therefore appropriate to broaden the scope of the provision to include other alcoholic beverages.*

**Amendment 989**

**George Lyon**

**Proposal for a directive**

**Article 19 – paragraph 1 – point d**

*Text proposed by the Commission*

(d) the supply of wine, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place beyond the time-limit referred to in Article 22(1) and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;

*Amendment*

(d) the supply of wine **and other alcoholic beverages**, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place beyond the time-limit referred to in Article 22(1) and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;

Or.en

*Justification*

*In addition to wine sold 'en primeur', a number of other alcoholic beverages, notably spirits which are required to undergo maturation in cask for several years, have long been sold on the basis that they will be delivered to the consumer at a designated future date, often years later. It is therefore appropriate to broaden the scope of the existing provision to include all such beverages and thereby reflect current practice*

**Amendment 990**

**Anja Weisgerber**

**Proposal for a directive**

**Article 19 – paragraph 1 – point d**

*Text proposed by the Commission*

(d) **the supply of wine, the price of which has been agreed upon at the time of the**

*Amendment*

(d) **contracts for which the consumer has specifically requested the trader to visit**

*conclusion of the sales contract, the delivery of which can only take place beyond the time-limit referred to in Article 22(1) and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;*

*him at home for the purpose of carrying out repairs or maintenance; if on this occasion, the trader provides services in addition to those specifically requested by the consumer or goods other than replacement parts necessarily used in performing the maintenance or in making the repairs, the right of withdrawal shall apply to those additional services or goods;*

Or.de

*Justification*

*Combining grounds for exclusion in connection with distance and off-premises contracts does not seem appropriate. It would lead to a situation where, in identical circumstances, it may appear reasonable for the right of withdrawal not to apply as regards distance selling, but it would be inappropriate in the case of off-premises contracts.*

**Amendment 991**  
**Kerstin Westphal**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point e**

*Text proposed by the Commission*

*Amendment*

*(e) the supply of sealed audio or video recordings or computer software which were unsealed by the consumer;*

*deleted*

Or.de

**Amendment 992**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point e**

*Text proposed by the Commission*

*Amendment*

*(e) the supply of sealed audio or video recordings or computer software which were unsealed by the consumer;*

*deleted*

**Amendment 993**  
**Anja Weisgerber**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point e**

*Text proposed by the Commission*

*Amendment*

***(e) the supply of sealed audio or video recordings or computer software which were unsealed by the consumer;***

***deleted***

Or.de

*Justification*

*Combining grounds for exclusion in connection with distance and off-premises contracts does not seem appropriate. It would lead to a situation where, in identical circumstances, it may appear reasonable for the right of withdrawal not to apply as regards distance selling, but it would be inappropriate in the case of off-premises contracts.*

**Amendment 994**  
**Konstantinos Poupakis, Sylvana Rapti**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point e**

*Text proposed by the Commission*

*Amendment*

***(e) the supply of sealed audio or video recordings or computer software which were unsealed by the consumer;***

***(e) the supply of sealed audio or video recordings or computer software which were unsealed by the consumer **unless, on unsealing the goods, the consumer ascertains non-conformity under the provisions of Article 17(2);*****

Or.el

**Amendment 995**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point e**

*Text proposed by the Commission*

(e) the supply of sealed audio or video recordings or computer software which were unsealed by the consumer;

*Amendment*

(e) the supply of sealed audio or video recordings or computer software which were unsealed by the consumer, ***unless the product received by the consumer differs from the product that had been ordered;***

Or.en

**Amendment 996**  
**Kerstin Westphal**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point f**

*Text proposed by the Commission*

***(f) the supply of newspapers, periodicals and magazines;***

*Amendment*

***deleted***

Or.de

**Amendment 997**  
**Anja Weisgerber**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point f**

*Text proposed by the Commission*

***(f) the supply of newspapers, periodicals and magazines;***

*Amendment*

***deleted***

Or.de

*Justification*

*Combining grounds for exclusion in connection with distance and off-premises contracts does not seem appropriate. It would lead to a situation where, in identical circumstances, it may*

*appear reasonable for the right of withdrawal not to apply as regards distance selling, but it would be inappropriate in the case of off-premises contracts.*

**Amendment 998**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point f**

*Text proposed by the Commission*

(f) the supply of newspapers, periodicals and magazines;

*Amendment*

(f) the supply of newspapers, periodicals and magazines ***unless the contract was concluded by telephone;***

Or.en

**Amendment 999**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point f**

*Text proposed by the Commission*

(f) the supply of newspapers, periodicals and magazines;

*Amendment*

(f) (f) the supply of newspapers, periodicals and magazines ***with the exception of subscription contracts;***

Or.de

*Justification*

*In some Member States, telephone advertising of subscriptions is performed on a large scale. In order to combat such telephone advertising, a right of withdrawal should exist in such cases.*

**Amendment 1000**  
**Małgorzata Handzlik**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point f**

*Text proposed by the Commission*

*Amendment*

(f) the supply of newspapers, periodicals and magazines;

(f) the supply of newspapers, periodicals and magazines ***with the exception of subscription contracts***;

Or.en

*Justification*

*Consumer should have a possibility to withdraw form the subscription contract. Full harmonization.*

**Amendment 1001**

**Kerstin Westphal**

**Proposal for a directive**

**Article 19 – paragraph 1 – point g**

*Text proposed by the Commission*

*Amendment*

***(g) gaming and lottery services;***

***deleted***

Or.de

**Amendment 1002**

**Anja Weisgerber**

**Proposal for a directive**

**Article 19 – paragraph 1 – point g**

*Text proposed by the Commission*

*Amendment*

***(g) gaming and lottery services;***

***deleted***

Or.de

*Justification*

*Combining grounds for exclusion in connection with distance and off-premises contracts does not seem appropriate. It would lead to a situation where, in identical circumstances, it may appear reasonable for the right of withdrawal not to apply as regards distance selling, but it would be inappropriate in the case of off-premises contracts.*

**Amendment 1003**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point g**

*Text proposed by the Commission*

(g) gaming and lottery services;

*Amendment*

(g) gaming and lottery services; ***unless the contract has been concluded by phone;***

Or.en

**Amendment 1004**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point g**

*Text proposed by the Commission*

(g) gaming and lottery services;

*Amendment*

(g) gaming and lottery services ***unless the contract was concluded by telephone;***

Or.en

**Amendment 1005**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point g**

*Text proposed by the Commission*

(g) gaming and lottery services;

*Amendment*

(g) gaming and lottery services, ***unless the contract was concluded by telephone;***

Or.de

*Justification*

*In some Member States, telephone advertising of lottery services is performed on a large scale. In order to combat this effectively, the right of withdrawal should not be excluded for contracts concluded by telephone.*

**Amendment 1006**  
**Małgorzata Handzlik**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point g**

*Text proposed by the Commission*

*Amendment*

**(g) gaming and lottery services;**

**(g) gambling activities;**

Or.en

*Justification*

*The text of the Directive reflects the wording of the Services Directive. Full level of harmonization.*

**Amendment 1007**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point h**

*Text proposed by the Commission*

*Amendment*

**(h) contracts concluded at an auction.**

**deleted**

Or.en

**Amendment 1008**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point h**

*Text proposed by the Commission*

*Amendment*

**(h) contracts concluded at an auction.**

**deleted**

Or.en

*Justification*

*The exception of auctions and e-auctions would contradict existing provisions in some Member States. E-auctions are increasingly used by consumers and can serve as a way to circumvent consumers' rights.*



**Amendment 1009**  
**Zuzana Roithová**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point h**

*Text proposed by the Commission*

*Amendment*

**(h) contracts concluded at an auction.**                      *deleted*

Or.en

**Amendment 1010**  
**Anja Weisgerber**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point h**

*Text proposed by the Commission*

*Amendment*

**(h) contracts concluded at an auction.**                      *deleted*

Or.de

*Justification*

*Combining grounds for exclusion in connection with distance and off-premises contracts does not seem appropriate. It would lead to a situation where, in identical circumstances, it may appear reasonable for the right of withdrawal not to apply as regards distance selling, but it would be inappropriate in the case of off-premises contracts.*

**Amendment 1011**  
**Konstantinos Poupakis, Sylvana Rapti**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point h**

*Text proposed by the Commission*

*Amendment*

**(h) contracts concluded at an auction.**                      **(h) contracts concluded at *a public* auction.**

Or.el

**Amendment 1012**  
**Damien Abad**

**Proposal for a directive**  
**Article 19 – paragraph 1 – point h**

*Text proposed by the Commission*

*Amendment*

h) contracts concluded at **an** auction.

h) contracts concluded at **a public** auction.

Or.fr

*Justification*

*Public auctions should be excluded. However, in the case of private auctions which take place online between professional traders and consumers, the right of withdrawal should apply in order to protect consumers against frequent abuse.*

**Amendment 1013**  
**Anja Weisgerber**

**Proposal for a directive**  
**Article 19 – paragraph 2 – introductory part**

*Text proposed by the Commission*

*Amendment*

2. In respect of **off-premises** contracts, the right of withdrawal shall not apply **as regards the following**:

2. In respect of **distance** contracts, the right of withdrawal shall **in addition** not apply **if**:

Or.de

*Justification*

*Combining grounds for exclusion in connection with distance and off-premises contracts does not seem appropriate. It would lead to a situation where, in identical circumstances, it may appear reasonable for the right of withdrawal not to apply as regards distance selling, but it would be inappropriate in the case of off-premises contracts.*

**Amendment 1014**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Article 19 – paragraph 2 – introductory part**

*Text proposed by the Commission*

2. In respect of off-premises contracts, the right of withdrawal shall not apply as regards the following:

*Amendment*

2. In respect of off-premises contracts, the right of withdrawal shall ***in addition*** not apply as regards the following:

Or.de

**Amendment 1015**  
**Malcolm Harbour**

**Proposal for a directive**  
**Article 19 – paragraph 2 – point b**

*Text proposed by the Commission*

***(b) contracts for which the consumer, in order to respond to an immediate emergency, has requested the immediate performance of the contract by the trader; if, on this occasion, the trader provides or sells additional services or goods other than those which are strictly necessary to meet the immediate emergency of the consumer, the right of withdrawal shall apply to those additional services or goods;***

*Amendment*

***deleted***

Or.en

**Amendment 1016**  
**Anja Weisgerber**

**Proposal for a directive**  
**Article 19 – paragraph 2 – point b**

*Text proposed by the Commission*

***(b) contracts for which the consumer, in order to respond to an immediate***

*Amendment*

***(b) the supply of goods or services for which the price is dependent on***

*emergency, has requested the immediate performance of the contract by the trader; if, on this occasion, the trader provides or sells additional services or goods other than those which are strictly necessary to meet the immediate emergency of the consumer, the right of withdrawal shall apply to those additional services or goods;*

*fluctuations in the financial market which cannot be controlled by the trader;*

Or.de

*Justification*

*Combining grounds for exclusion in connection with distance and off-premises contracts does not seem appropriate. It would lead to a situation where, in identical circumstances, it may appear reasonable for the right of withdrawal not to apply as regards distance selling, but it would be inappropriate in the case of off-premises contracts.*

**Amendment 1017**  
**Malcolm Harbour**

**Proposal for a directive**  
**Article 19 – paragraph 2 – point c**

*Text proposed by the Commission*

*Amendment*

*(c) contracts for which the consumer has specifically requested the trader, by means of distance communication, to visit his home for the purpose of repairing or performing maintenance upon his property; if on this occasion, the trader provides services in addition to those specifically requested by the consumer or goods other than replacement parts necessarily used in performing the maintenance or in making the repairs, the right of withdrawal shall apply to those additional services or goods.*

*deleted*

Or.en

**Amendment 1018**

**Anja Weisgerber**

**Proposal for a directive**

**Article 19 – paragraph 2 – point c**

*Text proposed by the Commission*

*(c) contracts for which the consumer has specifically requested the trader, by means of distance communication, to visit his home for the purpose of repairing or performing maintenance upon his property; if on this occasion, the trader provides services in addition to those specifically requested by the consumer or goods other than replacement parts necessarily used in performing the maintenance or in making the repairs, the right of withdrawal shall apply to those additional services or goods.*

*Amendment*

*(c) the supply of wine, the price of which has been agreed upon at the time of the conclusion of the contract, the delivery of which can only take place beyond the time-limit referred to in Article 22(1) and the current value of which is dependent on fluctuations in the market which cannot be controlled by the trader;*

Or.de

*Justification*

*Combining grounds for exclusion in connection with distance and off-premises contracts does not seem appropriate. It would lead to a situation where, in identical circumstances, it may appear reasonable for the right of withdrawal not to apply as regards distance selling, but it would be inappropriate in the case of off-premises contracts.*

**Amendment 1019**

**Jürgen Creutzmann**

**Proposal for a directive**

**Article 19 – paragraph 2 – point c**

*Text proposed by the Commission*

*(c) contracts for which the consumer has specifically requested the trader, by means of distance communication, to visit his home for the purpose of repairing or performing maintenance upon his property; if on this occasion, the trader provides services in addition to those specifically requested by the consumer or*

*Amendment*

*(c) if the initiative to negotiate the contract was taken by the consumer in one of the situations referred to in Article 2(8)(a)(i). The consumer shall be deemed to have taken the initiative to negotiate the contract if, before the negotiations begin and on the basis of a decision made of his own free will without his having been*

*goods other than replacement parts necessarily used in performing the maintenance or in making the repairs*, the right of withdrawal shall apply to those additional services *or goods*.

*subject to improper influence, he has specifically asked the trader to visit his place of work or a dwelling to negotiate on the supply of specific services*. If, on this occasion, the trader provides *goods or renders* additional services, the right of withdrawal shall apply to those additional services;

Or.de

**Amendment 1020**  
**Anja Weisgerber**

**Proposal for a directive**  
**Article 19 – paragraph 2 – point c a (new)**

*Text proposed by the Commission*

*Amendment*

*(ca) the supply of sealed audio or video recordings or sealed computer software which were unsealed by the consumer;*

Or.de

*Justification*

*Combining grounds for exclusion in connection with distance and off-premises contracts does not seem appropriate. It would lead to a situation where, in identical circumstances, it may appear reasonable for the right of withdrawal not to apply as regards distance selling, but it would be inappropriate in the case of off-premises contracts.*

**Amendment 1021**  
**Anja Weisgerber**

**Proposal for a directive**  
**Article 19 – paragraph 2 – point c b (new)**

*Text proposed by the Commission*

*Amendment*

*(cb) newspapers, periodicals and magazines unless the consumer's agreement to the contract was given by telephone;*

*Justification*

*Restricting the extent to which the right of withdrawal does not apply in connection with magazine subscriptions and lottery services is based on experience with illegal telemarketing. In Germany, for that reason, right-of-withdrawal exclusions were not relaxed until August 2009 by the act on combating illegal telemarketing, strengthening the consumer's position. The protection provided by the directive should not be less than this existing benchmark.*

**Amendment 1022****Anja Weisgerber****Proposal for a directive****Article 19 – paragraph 2 – point c c (new)***Text proposed by the Commission**Amendment*

***(cc) gaming and lottery services unless the consumer's agreement to the contract was given by telephone;***

*Justification*

*Restricting the extent to which the right of withdrawal does not apply in connection with magazine subscriptions and lottery services is based on experience with illegal telemarketing. In Germany, for that reason, right-of-withdrawal exclusions were not relaxed until August 2009 by the act on combating illegal telemarketing, strengthening the consumer's position. The protection provided by the directive should not be less than this existing benchmark.*

**Amendment 1023****Anja Weisgerber****Proposal for a directive****Article 19 – paragraph 2 – point c d (new)***Text proposed by the Commission**Amendment*

***(cd) contracts concluded at a public auction.***

*Justification*

*Combining grounds for exclusion in connection with distance and off-premises contracts does not seem appropriate. It would lead to a situation where, in identical circumstances, it might appear reasonable for the right of withdrawal not to apply where distance selling was involved, but, in the case of off-premises contracts, excluding the right of withdrawal would be inappropriate.*

**Amendment 1024**  
**Kurt Lechner**

**Proposal for a directive**  
**Article 19 – paragraph 2 – point c a (new)**

*Text proposed by the Commission*

*Amendment*

***(ca) The right of withdrawal shall not apply to distance and off-premises contracts which, in accordance with the provisions of the Member States, are certified by a public office holder who has a statutory obligation to be independent and impartial and must ensure, by providing comprehensive legal information, that the consumer only concludes the contract on the basis of careful consideration and with knowledge of its legal scope;***

Or.de

**Amendment 1025**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Article 19 – paragraph 2 – point c a (new)**

*Text proposed by the Commission*

*Amendment*

***(ca) services tailored to the consumer's personalised requirements or wishes and requiring the supplier to make individual arrangements which he can make no other use of;***



**Amendment 1026**  
**Werner Langen, Kurt Lechner**

**Proposal for a directive**  
**Article 19 – paragraph 3**

*Text proposed by the Commission*

3. The parties may agree not to apply paragraphs 1 and 2.

*Amendment*

**3. *In respect of distance and off-premises contracts, the right of withdrawal shall not apply as regards the following:***

***(a) contracts for the supply of foodstuffs, beverages or other goods intended for current consumption in the household, selected in advance by the consumer by means of distance communication and physically supplied to the consumer's home, residence or workplace by the trader who usually sells such goods on his own business premises;***

***(b) the supply of goods which because of their nature cannot be resold, inter alia on grounds of hygiene or public health, which have been supplied in sealed, transparent packaging and whose packaging or seal has already been opened by the consumer after he or she has been previously informed that the goods may not be returned if the seal has been broken;***

Or.de

*Justification*

*This concerns non-resellable goods such as medicines, earrings, mattresses, underwear, cosmetics and personal hygiene products. It is unrealistic to assume that a trader will agree to take back such goods, particularly if they are sold in transparent packaging.*

**Amendment 1027**  
**Werner Langen, Kurt Lechner**

**Proposal for a directive**  
**Article 19 – paragraph 3 a (new)**

*Text proposed by the Commission*

*Amendment*

***3a. The parties may agree not to apply paragraphs 1, 2 and 3.***

Or.de

*Justification*

*The changes proposed above make it necessary - for reasons of consistency - to include this provision in a different paragraph.*

**Amendment 1028**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Article 19 – paragraph 3 a (new)**

*Text proposed by the Commission*

*Amendment*

***3a. Member States may not adopt or maintain rules which go beyond the provisions in this Article, including where they result in a higher or lower level of consumer protection.***

Or.de

**Amendment 1029**  
**Tiziano Motti**

**Proposal for a directive**  
**Article 19 a (new)**

***Article 19a***

***Conditions and derogations applicable to  
Member States***

***1. Member States shall permit the distance and off-premises selling of all type of goods and services without prejudice to:***

***(a) State monopolies within the meaning of the Treaty;***

***(b) licences for the sale of specific goods and services;***

***(c) sales restrictions intended to protect minors;***

***(d) restrictions on teleshopping.***

***2. By way of derogation from paragraph 1, Member States may place restrictions on the distance and off-premises selling of:***

***(a) arms and ammunition;***

***(b) tobacco products;***

***(c) toxic products, with the exception of detergents.***

***3. Member States may introduce or maintain, when implementing this Directive on their own territory, restrictions on the distance and off-premises selling of prescription drugs.***

***Any Member State that considers it necessary to maintain a national provision pursuant to Article 36 of the Treaty on the Functioning of the European Union may temporarily suspend distance or off-premises selling of specific products in keeping with the safeguard clause in Article 114(4) to (9) of that Treaty.***

Or.it

*Justification*

*To give effect to Article 14(2) and Recital 24 of Directive 97/7/EC.*

**Amendment 1030**

**Cristian Silviu Buşoi, Edvard Kožušnik**

**Proposal for a directive**

**Article 20 – paragraph 1 – point a**

*Text proposed by the Commission*

(a) for the sale of immovable property or *relating to other* immovable property rights, *except* for rental *and* works *relating to* immovable property;

*Amendment*

(a) for *or in connection with* the sale *or acquisition* of immovable property or *the formation or transfer of rights in rem or contracts in the context of a sale of* immovable property *or the formation or transfer of* rights *in rem. This includes, in particular, agreements connected with such legal acts, such as sales of immovable property still to be developed or hire-purchase. This directive shall, however, apply to contracts* for *mere* rental *of immovable property or mere* works *on* immovable property;

Or.en

*Justification*

*In contrast to contracts concerning the mere rental of immovable property or mere works on immovable property, such as the rental of an apartment or building or repairs on the house, which should be covered by this directive, contracts that are inextricably linked with the acquisition of immovable property such as the sale of a plot of land yet to be developed or hire-purchase must be excluded from the scope.*

**Amendment 1031**

**Othmar Karas**

**Proposal for a directive**

**Article 20 – paragraph 1 – point a**

*Text proposed by the Commission*

(a) *for* the sale of immovable property or

*Amendment*

(a) *relating to* the sale *or acquisition* of

*relating to other immovable property rights, except for rental and works relating to immovable property;*

*immovable property or to the formulation or transfer of rights in rem in immovable property or in connection with the sale of immovable property or with the formulation or transfer of rights in rem in immovable property. This shall in particular include agreements connected with such legal acts, especially purchases from a property developer or leasing. This shall be without prejudice to the application of this Directive to contracts on immovable property rental only or on immovable property works only;*

Or.de

#### *Justification*

*The amendment serves to clarify matters. Unlike pure rental contracts or contracts purely for works on immovable property, e.g. for flat or house rental or for building repairs, which should be covered by the directive, agreements which, by definition, relate to property acquisition, such as contracts for purchases from property developers or for leasing, must also be excluded.*

#### **Amendment 1032 Hans-Peter Mayer**

#### **Proposal for a directive Article 20 – paragraph 1 – point a**

##### *Text proposed by the Commission*

(a) *for the sale of immovable property or relating to other immovable property rights, except for rental and works relating to immovable property;*

##### *Amendment*

(a) *relating to the sale or acquisition of immovable property or to the formulation or transfer of immovable property rights or in connection with the sale of immovable property or with the formulation or transfer of immovable property rights. This shall in particular include agreements connected with such legal acts, especially purchases from a property developer or leasing. This shall be without prejudice to the application of this Directive to contracts on immovable property rental only or on immovable property works only;*

*Justification*

*Clarification. Unlike pure rental contracts or contracts purely for works on immovable property, e.g. for flat or house rental or for building repairs, which should be covered by the directive, agreements which, by definition, relate to property acquisition, such as contracts for purchases from property developers or for leasing, must also be excluded.*

**Amendment 1033**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 20 – paragraph 1 – point a**

*Text proposed by the Commission*

(a) for the sale of immovable property or relating to other immovable property rights, except for ***rental and*** works relating to immovable property;

*Amendment*

(a) for the sale ***or rental*** of immovable property or relating to other immovable property rights, except for works relating to immovable property;

Or.en

**Amendment 1034**  
**Kurt Lechner**

**Proposal for a directive**  
**Article 20 – paragraph 1 – point a**

*Text proposed by the Commission*

(a) ***for*** the sale of immovable property or ***relating to other*** immovable property rights, ***except for rental and works relating to*** immovable property;

*Amendment*

(a) ***relating to*** the sale ***or acquisition*** of immovable property or to ***the formulation or transfer of*** immovable property rights ***or in connection with the sale of immovable property or with the formulation or transfer of*** immovable property rights. ***This shall also include agreements connected with such legal acts, especially contracts for purchases from a property developer or leasing contracts. This shall be without prejudice to the application of this Directive to contracts on immovable property rental only or on immovable property works***

*only;*

Or.de

**Amendment 1035**  
**Louis Grech**

**Proposal for a directive**  
**Article 20 – paragraph 1 – point a**

*Text proposed by the Commission*

(a) for the sale of immovable property or *relating to other* immovable property rights, *except* for rental *and* works *relating to* immovable property;

*Amendment*

(a) for *or in connection with* the sale *or acquisition* of immovable property or *the formation or transfer of rights in rem or contracts in the context of a sale of* immovable property *or the formation or transfer of rights in rem. This includes, in particular agreements connected with such legal acts, such as sales of immovable property still to be developed or hire-purchase. This Directive shall however apply to contracts for mere rental of immovable property or mere works on* immovable property;

Or.en

*Justification*

*In contrast to contracts concerning the mere rental of immovable property or mere works on immovable property, such as the rental of an apartment or building or repairs on the house, which should be covered by this directive, contracts that are inextricably linked with the acquisition of immovable property such as the sale of a plot of land yet to be developed or hire-purchase must be excluded from the scope. null*

**Amendment 1036**  
**Kerstin Westphal**

**Proposal for a directive**  
**Article 20 – paragraph 1 – point c**

*Text proposed by the Commission*

*Amendment*

**(c) concluded with telecommunications operators through public payphones for their use;**

**deleted**

Or.de

**Amendment 1037  
Kerstin Westphal**

**Proposal for a directive  
Article 20 – paragraph 1 – point d**

*Text proposed by the Commission*

*Amendment*

**(d) for the supply of foodstuffs or beverages by a trader on frequent and regular rounds in the neighbourhood of his business premises.**

**deleted**

Or.de

**Amendment 1038  
Othmar Karas**

**Proposal for a directive  
Article 20 – paragraph 1 – point d a (new)**

*Text proposed by the Commission*

*Amendment*

**(da) concluded with a lawyer as defined in Article 1(2) of Directive 98/5/EC.**

Or.de

*Justification*

*There are situations in which a client makes an oral agreement with a lawyer and wants the lawyer to represent him or her immediately, i.e. before a written retainer has been signed. In future, lawyers might hesitate to do so before the end of the 14-day withdrawal period or before the client has signed the retainer. That would hamper the client in enforcing his rights or delay the process.*



**Amendment 1039**  
**Mitro Repo, Eija-Riitta Korhola**

**Proposal for a directive**  
**Article 20 – paragraph 1 – point d a (new)**

*Text proposed by the Commission*

*Amendment*

***(da) for the provision of transport services.***

Or.en

*Justification*

*Provisions on consumer information and withdrawal right must not apply to distance and off-premises contracts for the provision of transport services. Most rules in the proposal for a Directive are not applicable to transport services, notably to local passenger transport services for which tickets are purchased at the point of use. As regards taxi services, consumer protection should be ensured at local level and it would not be appropriate to introduce different treatment between off-premises contracts (taxis hailed on the street) and distance contracts (taxis booked online) in the Directive. As regards bus/coach services, they are already covered by the Directive on package travel 90/314/EEC and the upcoming Regulation on passenger rights. For the same reasons, transport services have been excluded from the scope of the Directive on services in the internal market 2006/123EC.*

**Amendment 1040**  
**Kurt Lechner**

**Proposal for a directive**  
**Article 20 – paragraph 1 – point d a (new)**

*Text proposed by the Commission*

*Amendment*

***(da) relating to financial services.***

Or.de

**Amendment 1041**  
**Cornelis de Jong**

**Proposal for a directive**  
**Article 20 – paragraph 1 – point d a (new)**

*Text proposed by the Commission*

*Amendment*

***(da) for the provision of transport services.***

Or.en

**Amendment 1042**  
**Kerstin Westphal**

**Proposal for a directive**  
**Article 20 – paragraph 2 – point a**

*Text proposed by the Commission*

*Amendment*

***(a) insurance,***

***deleted***

Or.de

**Amendment 1043**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 20 – paragraph 2 – point a**

*Text proposed by the Commission*

*Amendment*

***(a) insurance,***

***deleted***

Or.en

**Amendment 1044**  
**Malcolm Harbour**

**Proposal for a directive**  
**Article 20 – paragraph 2 – point c a (new)**

*Text proposed by the Commission*

*Amendment*

***(ca) an off premises contract or off premises contracts entered into on the same occasion, the value or aggregate value of which is less than EUR 100.***

**Amendment 1045**  
**Kerstin Westphal**

**Proposal for a directive**  
**Article 20 – paragraph 3**

*Text proposed by the Commission*

*Amendment*

**3. Articles 8 to 19 shall not apply to distance contracts for the provision of accommodation, transport, car rental services, catering or leisure services as regards contracts providing for a specific date or period of performance.** **deleted**

Or.de

*(See amendment to Article 19(1)(c).)*

**Amendment 1046**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 20 – paragraph 3**

*Text proposed by the Commission*

*Amendment*

**3. Articles 8 to 19 shall not apply to distance contracts for the provision of accommodation, transport, car rental services, catering or leisure services as regards contracts providing for a specific date or period of performance.** **deleted**

Or.en

*Justification*

*Distance contracts for the provision of accommodation, transport and car rental services, catering and leisure services are increasingly bought over the Internet and in many cases, traders will not suffer any loss in case of withdrawal.*

**Amendment 1047**  
**Zuzana Roithová**

**Proposal for a directive**  
**Article 20 – paragraph 3**

*Text proposed by the Commission*

*Amendment*

**3. Articles 8 to 19 shall not apply to distance contracts for the provision of accommodation, transport, car rental services, catering or leisure services as regards contracts providing for a specific date or period of performance.**

*deleted*

Or.en

**Amendment 1048**  
**Catherine Stihler**

**Proposal for a directive**  
**Article 20 – paragraph 3**

*Text proposed by the Commission*

*Amendment*

**3. Articles 8 to 19 shall not apply to distance contracts for the provision of accommodation, transport, car rental services, catering or leisure services as regards contracts providing for a specific date or period of performance.**

*deleted*

Or.en

*Justification*

*Currently the information requirements and the right to withdraw do not apply to distance contracts for the provision of accommodation, transport and car rental services, catering and leisure services. We don't believe this exemption is justified given the increasing popularity of internet sales of such service and that it's unlikely a trader will suffer any loss where a consumer withdraws from a contract in many cases (e.g. long-term bookings).*

**Amendment 1049**  
**Cornelis de Jong**

**Proposal for a directive**  
**Article 20 – paragraph 3**

*Text proposed by the Commission*

*Amendment*

**3. Articles 8 to 19 shall not apply to distance contracts for the provision of accommodation, transport, car rental services, catering or leisure services as regards contracts providing for a specific date or period of performance.**

**deleted**

Or.en

**Amendment 1050**  
**Ashley Fox**

**Proposal for a directive**  
**Article 20 – paragraph 3 a (new)**

*Text proposed by the Commission*

*Amendment*

**3a. Member States may choose not to apply Articles 8 to 19 to off premises contracts up to a specified amount. The amount may not exceed EUR 60.**

Or.en

*Justification*

*Directive 85/577/EEC currently permits Member States to choose to exclude from their national legislation off premises contracts under which the total payments to be made do not exceed a value of 60 Euros, as low value purchases do not justify the increased cost to business of compliance and enforcement. According to the European Commission, a majority of Member States have chosen to apply a monetary threshold for off premises contracts.*

**Amendment 1051**  
**Malcolm Harbour**

**Proposal for a directive**  
**Article 8 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***1a. Member States may decide that this Chapter shall not apply to an off premises contract the value of which, or the aggregate value of such contracts entered into on the same occasion, is up to Euro 100.***

Or.en

**Amendment 1052**

**Robert Rochefort**

**Proposal for a directive**

**Article 20 – paragraph -1 (new)**

*Text proposed by the Commission*

*Amendment*

***-1. Member States may maintain or introduce, in their national law, more stringent provisions than those laid down in this Article, in order to ensure a higher level of consumer protection.***

Or.fr

*Justification*

*This amendment makes it clear that, as regards Article 20, minimum harmonisation is to apply.*

**Amendment 1053**

**Zuzana Roithová**

**Proposal for a directive**

**Article 20 a (new)**

*Text proposed by the Commission*

*Amendment*

***Article 20 a***

***Articles 8 to 19 shall apply to distance***

*contracts for the provision of accommodation, transport, car rental services, catering or leisure services, if these contracts providing for a specific date or period of performance, which are more than 60 days after conclusion of these contracts.*

Or.en

**Amendment 1054**  
**Damien Abad, Constance Le Grip**

**Proposal for a directive**  
**Article 20 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 20a**

*Should a Member State note that a proven risk of prejudice to the consumer has arisen as a result of developments in market practices, it may take the necessary national measures to remedy the situation. It shall immediately inform the Commission and the other Member States thereof and give reasons for its decision.*

*In its report on the application of this directive, as provided for in Article [...], the Commission shall consider in particular whether this directive should be amended in order to establish appropriate mechanisms at Union level to deal with the new market practices that justified the introduction of national measures.*

Or.fr

*Justification*

*In the context of the maximum harmonisation provided for in Chapters II and III, a safeguard clause should be introduced, enabling Member States to take emergency measures in response to specific new practices on the market. Such measures should be notified to the Commission and the other Member States to ensure that they do not constitute obstacles to the internal market.*

**Amendment 1055**  
**Catherine Stihler**

**Proposal for a directive**  
**Article 20 a (new)**

*Text proposed by the Commission*

*Amendment*

*Article 20a*

*With regard to articles 21-29a, unless indicated differently in this Directive, Member States may adopt or maintain in force more stringent provisions, compatible with the Treaty in the field covered by this Directive, to ensure a higher level of consumer protection.*

Or.en

**Amendment 1056**  
**Catherine Soullie**

**Proposal for a directive**  
**Article 20 a (new)**

*Text proposed by the Commission*

*Amendment*

*Article 20a*

*Member States may not maintain or introduce, in their national law, provisions diverging from those laid down in Articles 1 to 20, including more or less stringent provisions intended to ensure a different level of consumer protection.*

Or.en

**Amendment 1057**  
**Kurt Lechner**

**Proposal for a directive**  
**Chapter 4 – title**



*Text proposed by the Commission*

*Amendment*

***Other consumer rights specific to sales contracts*** ***deleted***

Or.de

**Amendment 1058**  
**Kurt Lechner**

**Proposal for a directive**  
**Article 21**

*Text proposed by the Commission*

*Amendment*

***Scope*** ***deleted***

- 1. This Chapter shall apply to sales contracts. Without prejudice to Article 24(5), where the contract is a mixed-purpose contract having as its object both goods and services, this Chapter shall only apply to the goods.***
- 2. This Chapter shall also apply to contracts for the supply of goods to be manufactured or produced.***
- 3. This Chapter shall not apply to the spare parts replaced by the trader when he has remedied the lack of conformity of the goods by repair under Article 26.***
- 4. Member States may decide not to apply this Chapter to the sale of second-hand goods at public auctions.***

Or.de

**Amendment 1059**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 21 – paragraph 1**

*Text proposed by the Commission*

1. This Chapter shall apply to sales contracts. ***Without prejudice to Article 24(5), where the contract is a mixed-purpose contract having as its object both goods and services, this Chapter shall only apply to the goods.***

*Amendment*

1. This Chapter shall apply to sales contracts.

Or.en

**Amendment 1060**

**Damien Abad**

**Proposal for a directive  
Article 21 – paragraph 1**

*Text proposed by the Commission*

1. This Chapter shall apply to sales contracts. ***Without prejudice to Article 24(5), where the contract is a mixed-purpose contract having as its object both goods and services, this Chapter shall only apply to the goods.***

*Amendment*

1. This Chapter shall apply to sales contracts.

Or.fr

**Amendment 1061**

**Robert Rochefort**

**Proposal for a directive  
Article 21 – paragraph 1**

*Text proposed by the Commission*

1. This Chapter shall apply to sales contracts. ***Without prejudice to Article 24(5), where the contract is a mixed-purpose contract having as its object both goods and services, this Chapter shall only apply to the goods.***

*Amendment*

1. This Chapter shall apply to sales contracts.

***Article 26(1)(c) shall also apply to mixed-purpose contracts having as their object***

*both goods and services.*

*1a. Articles 23a and 23b shall also apply to service contracts and mixed-purpose contracts having as their object both goods and services.*

Or.fr

*Justification*

*Additional provisions on mixed-purpose contracts. Where the contract is a mixed-purpose contract having as its object both goods and services, the consumer should be entitled to have the contract as a whole rescinded if he is unable to draw significant benefit from the service without being in possession of the good attaching thereto. This amendment is also aimed at being consistent with new Articles 23a and 23b.*

**Amendment 1062**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 21 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

*1a. Article 23 a (new) shall apply to service contracts and mixed-purpose contracts having as their object both goods and services*

Or.en

*Justification*

*the proposed new rule on the duration of contracts (article 23 b new) should apply to both sales and services contracts.*

**Amendment 1063**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 20 a (new) (after the title ‘Chapter IV – Other consumer rights specific to sales contracts’)**

*Text proposed by the Commission*

*Amendment*

**Article 20a**

***Unless otherwise provided for in this chapter, Member States may maintain or introduce in their national law more stringent provisions than those laid down in this chapter, in order to ensure a higher level of consumer protection.***

Or.fr

*Justification*

*This amendment makes it clear that, as regards Chapter IV, minimum harmonisation is to apply, unless otherwise provided for.*

**Amendment 1064**

**Damien Abad**

**Proposal for a directive**

**Article 21 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***1a. Member States may maintain or introduce in their national law provisions diverging from those laid down in this chapter, in so far as this is necessary to ensure a higher level of consumer protection.***

Or.fr

*Justification*

*Chapter IV must provide for minimum harmonisation in order to raise the minimum level of protection in the EU whilst allowing Member States which have a higher level of protection to maintain this level.*

**Amendment 1065**  
**Andreas Schwab**

**Proposal for a directive**  
**Article 21 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

**2. This Chapter shall also apply to contracts for the supply of goods to be manufactured or produced.**

**deleted**

Or.de

*Justification*

*As regards Article 21(2), see amendment to Article 2(3), second sentence.*

**Amendment 1066**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 21 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

**2. This Chapter shall also apply to contracts for the supply of goods to be manufactured or produced.**

**2. For the purposes of this Directive, contracts for the supply of goods to be manufactured or produced *shall also be defined as sales contracts.***

Or.fr

*Justification*

*Drafting clarification.*

**Amendment 1067**  
**Damien Abad, Philippe Juvin**

**Proposal for a directive**  
**Article 21 – paragraph 2**

*Text proposed by the Commission*

**2. This Chapter shall also apply to** contracts for the supply of goods to be manufactured or produced.

*Amendment*

**2. For the purposes of this Directive,** contracts for the supply of goods to be manufactured or produced ***shall also be defined as sales contracts.***

Or.fr

**Amendment 1068**

**Evelyne Gebhardt**

**Proposal for a directive**

**Article 21 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

**2a. This Chapter shall not apply to electricity, except Articles 22 and 23.**

Or.en

*Justification*

*Having in mind the nature of the good, it would not make sense to include electricity in chapter IV, as electricity cannot be replaced or repaired. It is however included in the other chapters.*

**Amendment 1069**

**Robert Rochefort**

**Proposal for a directive**

**Article 21 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

**2a. This chapter shall apply without prejudice to any rights which an injured party may have according to a special liability system existing in national law.**

Or.fr

*Justification*

*This amendment is necessary in view of the specific nature of the building and construction sector. It is important to avoid the provisions of this chapter adversely affecting or terminating rights which injured parties may currently have according to a special liability system existing in the national laws of Member States.*

**Amendment 1070**  
**Damien Abad**

**Proposal for a directive**  
**Article 21 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***2a. This chapter shall apply without prejudice to any rights which an injured party may have according to a special liability system existing in national law.***

Or.fr

*Justification*

*Given the sensitive and specific nature of the building sector, the constructor's warranty should be excluded from the proposal's scope.*

**Amendment 1071**  
**Kerstin Westphal**

**Proposal for a directive**  
**Article 21 – paragraph 3**

*Text proposed by the Commission*

*Amendment*

***3. This Chapter shall not apply to the spare parts replaced by the trader when he has remedied the lack of conformity of the goods by repair under Article 26.***

***deleted***

Or.de

**Amendment 1072**

**Emilie Turunen**

**Proposal for a directive  
Article 21 – paragraph 3**

*Text proposed by the Commission*

*Amendment*

**3. This Chapter shall not apply to the spare parts replaced by the trader when he has remedied the lack of conformity of the goods by repair under Article 26.** *deleted*

Or.en

*Justification*

*This exclusion of spare parts is not understandable. When the trader repairs a good making use of spare parts, the goods should be fit for use. If the spare parts themselves are defective the consumer of course should be entitled to a guarantee.*

**Amendment 1073**

**Anja Weisgerber**

**Proposal for a directive  
Article 21 – paragraph 3**

*Text proposed by the Commission*

*Amendment*

**3. This Chapter shall not apply to the spare parts replaced by the trader when he has remedied the lack of conformity of the goods by repair under Article 26.** *deleted*

Or.de

*Justification*

*The directive should also contain provisions on inadequate remedy. The following arrangements would appear appropriate: in cases where a product is replaced, the warranty and presumption periods should begin afresh when the replacement product is delivered; in cases where a product is repaired, the warranty period should be extended by an appropriate period; as regards spare parts used in effecting a repair, the trader should be liable until the expiry of the warranty period for the purchased product, and at least for six months following completion of the repair.*



**Amendment 1074**  
**Sylvana Rapti, Konstantinos Poupakis**

**Proposal for a directive**  
**Article 21 – paragraph 3**

*Text proposed by the Commission*

*Amendment*

**3. This Chapter shall not apply to the spare parts replaced by the trader when he has remedied the lack of conformity of the goods by repair under Article 26.**

**deleted**

Or.el

**Amendment 1075**  
**Andreas Schwab, Wim van de Camp**

**Proposal for a directive**  
**Article 21 – paragraph 3**

*Text proposed by the Commission*

*Amendment*

3. This Chapter shall not apply to **the spare parts replaced by the trader when he has remedied the lack of conformity of the goods by repair under Article 26.**

3. This Chapter shall not apply to:

**(a) electricity;**

**(b) water and gas where they are not put up for sale in a limited volume or set quantity.**

Or.de

*Justification*

*This amendment replaces Amendment 130.*

**Amendment 1076**  
**Lara Comi**

**Proposal for a directive**  
**Article 21 – paragraph 3**

*Text proposed by the Commission*

3. This **Chapter** shall not apply to the spare parts replaced by the trader when he has remedied the lack of conformity of the goods **by** repair under Article 26.

*Amendment*

3. This **chapter** shall not apply to:

- a) electricity;
- b) water and gas, if they are not put up for sale in a limited volume or set quantity;
- c) the spare parts replaced by the trader when he has remedied the lack of conformity of the goods **but** repair under Article 26.

Or.en

**Amendment 1077**

**Adam Bielan**

**Proposal for a directive – amending act  
Article 21 – paragraph 3**

*Text proposed by the Commission*

3. This Chapter shall **not** apply to the spare parts replaced by the trader when he has remedied the lack of conformity of the goods by repair under Article 26.

*Amendment*

3. This Chapter shall **also** apply to the spare parts replaced by the trader when he has remedied the lack of conformity of the goods by repair under Article 26.

Or.pl

*Justification*

*Spare parts should fall within the directive's scope so as to prevent lower-quality replacement parts being used.*

**Amendment 1078**

**Emilie Turunen**

**Proposal for a directive  
Article 21 – paragraph 4**

*Text proposed by the Commission*

*Amendment*

**4. Member States may decide not to apply this Chapter to the sale of second-hand goods at public auctions.** *deleted*

Or.en

*Justification*

*There is no valid reason why the Member States are given the option to retain (or introduce) the exclusion of second-hand goods purchased at a public auction – i.e. why is the current option maintained –. According to the Commission’s Law Compendium in 2007, only 8 Member States have made use of the option, whereas 17 did not. This option should be deleted.*

**Amendment 1079**

**Cornelis de Jong**

**Proposal for a directive**

**Article 21 – paragraph 4**

*Text proposed by the Commission*

*Amendment*

**4. Member States may decide not to apply this Chapter to the sale of second-hand goods at public auctions.** *deleted*

Or.en

**Amendment 1080**

**Konstantinos Poupakis, Sylvana Rapti**

**Proposal for a directive**

**Article 21 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 21a**

***With regard to Articles 21 to 29, unless otherwise stated in this Directive, Member States may enact or maintain in force more stringent provisions, in accordance with the Treaty, in the area covered by***

*this Directive, so as to ensure a higher level of protection for consumers.*

Or.el

**Amendment 1081**  
**Anja Weisgerber**

**Proposal for a directive**  
**Article 22**

*Text proposed by the Commission*

*Amendment*

***Delivery***

***deleted***

***1. Unless the parties have agreed otherwise, the trader shall deliver the goods by transferring the material possession of the goods to the consumer or to a third party, other than the carrier and indicated by the consumer, within a maximum of thirty days from the day of the conclusion of the contract.***

***2. Where the trader has failed to fulfil his obligations to deliver, the consumer shall be entitled to a refund of any sums paid within seven days from the date of delivery provided for in paragraph 1.***

Or.de

*Justification*

*With regard to the 'maximum of thirty days' rule for deliveries, provided for in paragraph 1, there are not only practical, but also fundamental misgivings. There is no reason to depart, to the consumer's detriment, from the generally applicable principle of immediate performance of obligations. It goes without saying that parties may agree otherwise, on a case-by-case basis, but the proposed provision would turn legal reality on its head. Article 22 should therefore be deleted.*

**Amendment 1082**  
**Kurt Lechner**

**Proposal for a directive**  
**Article 22**

*Text proposed by the Commission*

*Amendment*

**Delivery**

**deleted**

**1. Unless the parties have agreed otherwise, the trader shall deliver the goods by transferring the material possession of the goods to the consumer or to a third party, other than the carrier and indicated by the consumer, within a maximum of thirty days from the day of the conclusion of the contract.**

**2. Where the trader has failed to fulfil his obligations to deliver, the consumer shall be entitled to a refund of any sums paid within seven days from the date of delivery provided for in paragraph 1.**

Or.de

**Amendment 1083  
Emilie Turunen**

**Proposal for a directive  
Article 22 – paragraph 1**

*Text proposed by the Commission*

*Amendment*

1. Unless the parties have agreed otherwise, the trader shall deliver the goods by transferring the material possession of the goods to the consumer or to a third party, other than the carrier and indicated by the consumer, within a maximum of thirty days from the day of the conclusion of the contract.

1. Unless the parties have agreed otherwise, the trader shall deliver the goods by transferring the material possession of the goods to the consumer or to a third party, other than the carrier and indicated by the consumer, **immediately after the conclusion of the contract and in any case** within a maximum of thirty days from the day of the conclusion of the contract.

Or.en

*Justification*

*Paragraph 1 stipulates when the trader must perform his main obligation under the contract. In the case of a ‘traditional’ sales contract, concluded in a regular shop, the delivery takes place immediately. The maximum period of 30 days is not appropriate for the “normal” sales contracts.*

**Amendment 1084**  
**Liem Hoang Ngoc**

**Proposal for a directive**  
**Article 22 – paragraph 1**

*Text proposed by the Commission*

1. ***Unless the parties have agreed otherwise***, the trader shall deliver the goods by transferring the material possession of the goods to the consumer or to a third party, other than the carrier and indicated by the consumer, ***within a maximum of thirty days from the day of the conclusion of*** the contract.

*Amendment*

1. The trader shall deliver the goods by transferring the material possession of the goods to the consumer or to a third party, other than the carrier and indicated by the consumer, ***no later than the delivery deadline agreed between the parties when concluding*** the contract.

Or.fr

*Justification*

*It is not necessarily in the consumer's interests to have the goods delivered within a maximum of thirty days. He may in some cases prefer them to be delivered at a later date. The best arrangement is therefore that the delivery deadline be agreed between the consumer and the trader.*

**Amendment 1085**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 22 – paragraph 1**

*Text proposed by the Commission*

1. Unless the parties have agreed otherwise, the trader shall deliver the goods by transferring the material possession of the goods to the consumer or to a third party, other than the carrier and indicated by the consumer, within a maximum of thirty days from the day of the conclusion of the contract.

*Amendment*

1. Unless the parties have agreed otherwise, the trader shall deliver the goods ***immediately after the conclusion of the contract*** by transferring the material possession of the goods to the consumer or to a third party, other than the carrier and indicated by the consumer, within a maximum of thirty days from the day of the conclusion of the contract.

**Amendment 1086**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 22 – paragraph 1**

*Text proposed by the Commission*

1. ***Unless the parties have agreed otherwise***, the trader shall deliver the goods by transferring the material possession of the goods to the consumer or to a third party, other than the carrier and indicated by the consumer, ***within a maximum of thirty days from the day of the conclusion of the contract.***

*Amendment*

1. The trader shall deliver the goods by transferring the material possession of the goods to the consumer or to a third party, other than the carrier and indicated by the consumer. ***Where delivery is not immediate, the trader shall indicate the deadline within which he undertakes to deliver the goods.***

***Member States may not maintain or introduce in their national law provisions diverging from those laid down in this article, including more or less stringent provisions in order to ensure a different level of consumer protection.***

Or.fr

**Amendment 1087**  
**Matteo Salvini**

**Proposal for a directive**  
**Article 22 – paragraph 1**

*Text proposed by the Commission*

1. ***Unless the parties have agreed otherwise***, the trader shall deliver the goods ***by transferring the material possession of the goods*** to the consumer or to a third party, other than the carrier and indicated by the consumer, ***within a maximum of thirty days from the day of the conclusion of the contract.***

*Amendment*

1. The parties ***shall agree on the time period within which*** the trader ***is required to*** deliver the goods to the consumer or to a third party, other than the carrier and indicated by the consumer.

Or.it

**Amendment 1088**  
**Konstantinos Poupakis, Sylvana Rapti**

**Proposal for a directive**  
**Article 22 – paragraph 1**

*Text proposed by the Commission*

1. » Unless the parties have agreed otherwise, the trader shall deliver the goods by transferring the material possession of the goods to the consumer or to a third party, other than the carrier and indicated by the consumer, within a maximum of thirty days from the day of the conclusion of the contract.

*Amendment*

1. » Unless the parties have agreed otherwise, the trader shall deliver the goods by transferring the material possession of the goods to the consumer or to a third party, other than the carrier and indicated by the consumer ***immediately after the conclusion of the contract and in any case*** within a maximum of thirty days from the day of the conclusion of the contract. ***In case of agreement on the day of delivery, the consumer may choose the day of delivery which shall not exceed a period of thirty days from the day of the conclusion of the contract.***

Or.el

**Amendment 1089**  
**Róza Gräfin von Thun und Hohenstein**

**Proposal for a directive**  
**Article 22 – paragraph 1**

*Text proposed by the Commission*

1. Unless the parties have agreed otherwise, the trader shall deliver the goods by transferring the material possession of the goods to the consumer or to a third party, other than the carrier and indicated by the consumer, within a maximum of thirty days from the day of the conclusion of the contract.

*Amendment*

1. Unless the parties have agreed otherwise, the trader shall deliver the goods by transferring the material possession of the goods to the consumer or to a third party, other than the carrier and indicated by the consumer, ***immediately after the contract has been concluded***, within a maximum of thirty days from the day of the conclusion of the contract.

Or.pl



*Justification*

*In order to obviate any delays in the delivery of goods, where possible, the goods should be handed over to the consumer immediately after the contract has been concluded.*

**Amendment 1090**

**Cornelis de Jong**

**Proposal for a directive**

**Article 22 – paragraph 1**

*Text proposed by the Commission*

1. Unless the parties have agreed otherwise, the trader shall deliver the goods by transferring the material possession of the goods to the consumer or to a third party, other than the carrier and indicated by the consumer, within a maximum of thirty days from the day of the conclusion of the contract.

*Amendment*

1. Unless the parties have agreed otherwise, the trader shall deliver the goods ***immediately***, by transferring the material possession of the goods to the consumer or to a third party, other than the carrier and indicated by the consumer. ***In any case the trader shall deliver the goods*** within a maximum of thirty days from the day of the conclusion of the contract.

Or.en

**Amendment 1091**

**Catherine Soullie, Amalia Sartori**

**Proposal for a directive**

**Article 22 – paragraph 1**

*Text proposed by the Commission*

1. ***Unless the parties have agreed otherwise, the*** trader shall deliver the goods by transferring the material possession of the goods to the consumer or to a third party, other than the carrier and indicated by the consumer, within a maximum of thirty days from the day of the conclusion of the contract.

*Amendment*

1. ***The*** trader shall deliver the goods by transferring the material possession of the goods to the consumer or to a third party, other than the carrier and indicated by the consumer, ***on the day agreed between the trader and the consumer***, within a maximum of thirty days from the day of the conclusion of the contract.

Or.en

**Amendment 1092**  
**Jürgen Creutzmann**

**Proposal for a directive**  
**Article 22 – paragraph 2**

*Text proposed by the Commission*

**2. Where the trader has failed to fulfil his obligations to deliver, the consumer shall be entitled to a refund of any sums paid within seven days from the date of delivery provided for in paragraph 1.**

*Amendment*

**deleted**

Or.de

**Amendment 1093**  
**Liem Hoang Ngoc**

**Proposal for a directive**  
**Article 22 – paragraph 2**

*Text proposed by the Commission*

2. Where the trader has failed to fulfil his obligations to deliver, the consumer shall be entitled to a refund of any sums paid within seven days from the date of delivery provided for in paragraph 1.

*Amendment*

2. Where the trader has failed to fulfil his obligations to deliver, the consumer shall be entitled to a refund of any sums paid **or termination of the contract** within **a period of no less than** seven days from the date of delivery provided for in paragraph 1.

Or.fr

*Justification*

*It is in the consumer's interests to allow for the possibility of a longer period than seven days.*

**Amendment 1094**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 22 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

2. Where the trader has failed to fulfil his obligations to deliver, the consumer shall be entitled to a ***refund of any sums paid within seven days from the date of delivery provided for in paragraph 1.***

2. Where the trader has failed to fulfil his obligations to deliver ***at the agreed moment***, the consumer shall be entitled to ***either immediately rescind the contract or to receive the good at a later date to be determined by the consumer.***

Or.en

*Justification*

*Under the current draft of paragraph 2, the fact that the trader is late in delivering the goods would oblige the trader to pay back any payments made in advance, even if the trader delivers afterwards and the consumer wants to be delivered at that time. On the contrary, when goods are not delivered on time, it is important that the consumer has the choice whether to accept a later delivery (if he still wants the goods) or to rescind the contract (if he doesn't want the goods).*

**Amendment 1095**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 22 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

2. Where the trader has failed to fulfil his obligations ***to deliver***, the consumer shall be entitled to a ***refund of any sums paid within seven days from the date of delivery provided for in paragraph 1.***

2. Where the trader has failed to fulfil his obligations ***in meeting the agreed delivery date***, the consumer shall be entitled to ***cancel the contract or set a new final deadline, up until which the good has to be delivered to him/her by the trader.***

Or.en

**Amendment 1096**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 22 – paragraph 2**

*Text proposed by the Commission*

2. Where the *trader has failed to fulfil his obligations to deliver*, the consumer shall be entitled to a refund of any sums paid *within seven days from the date of delivery provided for in paragraph 1*.

*Amendment*

2. Where *delivery does not take place within seven days of the delivery date indicated by the trader in accordance with paragraph 1*, the consumer shall be entitled to *rescind the contract and claim* a refund of any sums paid *under the contract*.

*The contract shall be deemed to be terminated on the date the trader receives a letter from the consumer informing him of his decision, if the delivery has not taken place in the meantime.*

*The trader shall be required to reimburse all sums paid under the contract as soon as possible, and no more than seven days after receiving the letter rescinding the contract.*

*This paragraph shall be without prejudice to the rights of the consumer to claim damages.*

*Member States may not maintain or introduce in their national law provisions diverging from those laid down in this article, including more or less stringent provisions in order to ensure a different level of consumer protection.*

Or.fr

*Justification*

*As the trader himself has indicated the delivery deadline, it would seem superfluous for the consumer to ask the trader to go ahead with the delivery where the trader has failed to fulfil his obligations to deliver. The proposed arrangements therefore leave the consumer free to decide whether or not to terminate the contract on these grounds if the delivery has not taken place in the meantime.*

**Amendment 1097**

**Damien Abad, Philippe Juvin, Constance Le Grip**

**Proposal for a directive  
Article 22 – paragraph 2**

*Text proposed by the Commission*

2. Where ***the trader has failed to fulfil his obligations to deliver***, the consumer shall be entitled to a refund of any sums paid ***within seven days from the date of delivery provided for in paragraph 1.***

*Amendment*

2. Where ***delivery does not take place within seven days of the established delivery date, as indicated in paragraph 1***, the consumer shall be entitled to ***rescind the contract and claim*** a refund of any sums paid ***under the contract.***

***The contract shall be deemed to be terminated on the date the trader receives a letter from the consumer informing him of his decision, if the delivery has not taken place in the meantime.***

***The trader shall be required to reimburse all sums paid under the contract as soon as possible, and no more than seven days after receiving the letter rescinding the contract.***

Or.fr

*Justification*

*The obligation on the consumer to formally request that the trader deliver is a restriction of consumer protection. This requirement may prove too much of a disincentive for many consumers.*

**Amendment 1098**  
**Othmar Karas**

**Proposal for a directive**  
**Article 22 – paragraph 2**

*Text proposed by the Commission*

2. ***Where*** the trader has failed to fulfil his obligations to deliver, the consumer shall be entitled to a refund of any sums paid within seven days from the ***date of delivery provided for in paragraph 1.***

*Amendment*

2. ***If*** the trader has failed to fulfil his obligations to deliver, the consumer ***may call upon him, on a durable medium, to make the delivery within a period appropriate to the circumstances and notify him of his intention to withdraw from the contract if delivery does not take place. If, upon expiry of that period, no action has been taken, the consumer may withdraw from the sales contract. A***

**consumer who has already paid the price** shall be entitled to a refund of any sums paid within seven days from the **day on which he withdrew from the contract**.

Or.de

*Justification*

*An appropriate extension should be set before a contract can be rescinded. Damages claims for late delivery are possible under national law. In this connection, then, a clear distinction should be made - not in 'harmonised' paragraph 2 of Article 22, but, rather, in new paragraph 2a of Article 22.*

**Amendment 1099**

**Matteo Salvini**

**Proposal for a directive  
Article 22 – paragraph 2**

*Text proposed by the Commission*

2. Where the trader has failed to fulfil his obligations to deliver, the consumer shall be entitled to a refund of any sums paid ***within seven days from the date of delivery provided for in paragraph 1.***

*Amendment*

2. Where the trader has failed to fulfil his obligations to deliver, the consumer shall be entitled to a refund of any sums paid.

Or.it

**Amendment 1100**

**Andreas Schwab, Wim van de Camp, Róża Gräfin von Thun und Hohenstein, Rafal Trzaskowski**

**Proposal for a directive  
Article 22 – paragraph 2**

*Text proposed by the Commission*

2. ***Where*** the trader has failed to fulfil his obligations to deliver, the consumer shall be entitled to a refund of any sums paid within seven days from the ***date of delivery provided for in paragraph 1.***

*Amendment*

2. ***If*** the trader has failed to fulfil his obligations to deliver, the consumer ***may call upon him, on a durable medium, to make the delivery within a period appropriate to the circumstances and notify him of his intention to withdraw***

*from the contract if delivery does not take place. If, upon expiry of that period, no action has been taken, the consumer may withdraw from the sales contract. A consumer who has already paid the price shall be entitled to a refund of any sums paid within seven days from the **day on which he withdrew from the contract.** This shall be without prejudice to the rights of the consumer to claim damages.*

Or.de

*Justification*

*This amendment replaces Amendment 132.*

**Amendment 1101**  
**Konstantinos Poupakis, Sylvana Rapti**

**Proposal for a directive**  
**Article 22 – paragraph 2**

*Text proposed by the Commission*

2. Where the trader has failed to fulfil his obligations to deliver, the consumer shall be entitled to a refund of any sums paid within seven days from the date *of delivery provided for in paragraph 1.*

*Amendment*

2. Where the trader has failed to fulfil his obligations to deliver *on time as provided for in paragraph 1 and where responsibility for this clearly lies with the trader*, the consumer shall be entitled *under national law to rescind the contract and seek* a refund of any sums paid within *a reasonable period of time and in no case later than* seven days from the date *on which the trader was informed of the consumer's decision to rescind the contract.*+

Or.el

**Amendment 1102**  
**Malgorzata Handzlik**

**Proposal for a directive**  
**Article 22 – paragraph 2**

*Text proposed by the Commission*

2. Where the trader has failed to fulfil his obligations to deliver, the consumer shall be entitled to a refund of any sums paid within seven days from the *date of delivery provided for in paragraph 1.*

*Amendment*

2. Where the trader has failed to fulfil his obligations to deliver, the consumer *may call upon him, on a durable medium, to make the delivery within a period appropriate to the circumstances, which may not be less than seven days. If, on expiry of that period, no action has been taken, it shall be assumed that the consumer has withdrawn from the contract unless, prior to such expiry, the consumer states on a durable medium that he has not availed himself of his right to withdraw from the contract; any such statement shall have legal effect if it was sent before the period expired. A consumer who has already made payment* shall be entitled to a refund of any sums paid within seven days from the *day on which he withdrew from the sales contract. This shall be without prejudice to the consumer's right to claim damages.*

Or.pl

*Justification*

*The rapporteur's proposed changes have been supplemented so as to prevent consumers who are prepared to wait longer for the goods to be delivered from being forced to withdraw from a contract. Full level of harmonisation.*

**Amendment 1103**  
**Morten Løkkegaard**

**Proposal for a directive**  
**Article 22 – paragraph 2**

*Text proposed by the Commission*

2. *Where* the trader has failed to fulfil his obligations to deliver, the consumer shall be entitled to a refund of any sums paid within seven days from the *date of delivery provided for in paragraph 1.*

*Amendment*

2. *If* the trader has failed to fulfil his obligations to deliver, the consumer *may call upon him, on a durable medium, to make the delivery within a period appropriate to the circumstances, which*



*may not be less than seven days, and notify him of his intention to withdraw from the contract if delivery does not take place. If, upon expiry of that period, no action has been taken, it shall be assumed that the consumer has withdrawn from the sales contract. A consumer who has already paid the price shall be entitled to a refund of any sums paid within seven days from the day on which he withdrew from the contract. This shall be without prejudice to the rights of the consumer to claim damages.*

*If the delay is not minor, the consumer is entitled to terminate the contract immediately without giving the trader prior notice according to Article 22 (2).*

Or.en

**Amendment 1104**

**Emilie Turunen**

**Proposal for a directive**

**Article 22 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

*2a. The consumer may rescind the contract under paragraphs 2 or 2a (new) by giving notice to the trader in writing or on another durable medium or by telephone. The trader is required to refund any sums paid within 7 days from the date he receives the consumer's notice.*

Or.en

**Amendment 1105**

**Emilie Turunen**

**Proposal for a directive**

**Article 22 – paragraph 2 b (new)**

*Text proposed by the Commission*

*Amendment*

***2b. If delivery does not take place within the new delivery period under paragraph 2, the consumer is entitled to rescind the contract.***

Or.en

**Amendment 1106**

**Evelyne Gebhardt**

**Proposal for a directive**

**Article 22 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***2a. The consumer is legally entitled to cancel the contract, if the good is once again not delivered until the new deadline set in paragraph 2***

Or.en

**Amendment 1107**

**Evelyne Gebhardt**

**Proposal for a directive**

**Article 22 – paragraph 2 b (new)**

*Text proposed by the Commission*

*Amendment*

***2b. According to paragraph 2 or 3, the consumer is entitled to cancel the contract by informing the trader through a written form or any other durable medium. The consumer shall be entitled to a refund of any sums paid within seven days from the date of delivery.***

Or.en

**Amendment 1108**  
**Othmar Karas**

**Proposal for a directive**  
**Article 22 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

**2a. If the trader fails to deliver within the appropriate period referred to in paragraph 2, Member States may adopt or maintain provisions of national law providing for other or additional remedies for the consumer, such as, for example, claims for damages.**

Or.de

*Justification*

*Damages claims for late delivery are possible under national law. In this connection, then, a clear distinction should be made - not in 'harmonised' paragraph 2 of Article 22, but, rather, in new paragraph 2a of Article 22.*

**Amendment 1109**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 22 – paragraph 2 c (new)**

*Text proposed by the Commission*

*Amendment*

**2c. If arrangements have agreed between the consumer and trader for delivery within a particular period, and delivery does not take place within this period, the consumer has the right to rescind the contract.**

Or.en

*Justification*

*For example, if a good or service is required by the consumer before a certain date and it has been agreed in advance with the trader to supply such goods/services before this date, and this has not happened, the consumer has no need for such a good/service. Therefore the consumer should be allowed to rescind the contract.*

**Amendment 1110**  
**Andreas Schwab**

**Proposal for a directive**  
**Article 22 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***2a. If the trader fails to deliver within the appropriate period referred to in paragraph 2, Member States may adopt or maintain provisions of national law providing for additional remedies for the consumer.***

Or.de

*Justification*

*This amendment replaces Amendment 133.*

**Amendment 1111**  
**Mitro Repo, Eija-Riitta Korhola**

**Proposal for a directive**  
**Article 22 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***2a. If the contract concerns goods to be manufactured or acquired especially for the consumer, in accordance with his instructions or wishes, and the trader cannot use the goods in some other way without incurring a significant loss, the consumer may rescind the contract on account of a delay on the part of the trader only if from his point of view the purpose of the contract is essentially unattainable on account of the delay. This shall be without prejudice to the right of the consumer to claim damages.***

Or.fi

*Justification*

*It would be desirable for goods which are ordered to be subject to separate rules. The provision would particularly protect small businesses, for which a primary right of rescission could be unreasonably harsh.*

**Amendment 1112**  
**Catherine Soullie, Amalia Sartori**

**Proposal for a directive**  
**Article 22 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***2a. Member States may, where necessary in order to ensure a higher level of consumer protection, maintain or introduce, in their national law, provisions diverging from those laid down in Article 22.***

Or.en

**Amendment 1113**  
**Kyriacos Triantaphyllides**

**Proposal for a directive**  
**Article 22 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***2a. Member States may, where necessary in order to ensure a high level of consumer protection, maintain or introduce under their national law provisions diverging from those laid down in Article 22.***

Or.el

**Amendment 1114**  
**Zuzana Roithová**

**Proposal for a directive**  
**Article 22 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 22a**

***Right to delivery of goods or supply of services to another Member State***

***In the case of a distance contract, the consumer shall be entitled to require the trader to deliver the goods or supply the service to another Member State. The trader is required to meet the consumer's request if this is technically feasible and if the consumer is prepared to bear all the related costs. The trader must in all cases state these costs in advance.***

Or.cs

**Amendment 1115  
Emilie Turunen**

**Proposal for a directive  
Article 22 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 22 a**

**Payment**

***1. The trader will not withdraw or charge the full sum for the goods/services from the customer's account or credit card until the goods/services have been delivered. Where the goods/services amount to a substantial sum or are custom made to order, the trader and consumer may agree between them in an advance payment of a deposit.***

***2. Traders shall offer consumers at least one means of payment free of charge.***

***3. Member States shall prohibit traders from charging customers with fees that exceed the cost borne by the trader for the use of such means***

**Amendment 1116**  
**Kurt Lechner**

**Proposal for a directive**  
**Article 23**

*Text proposed by the Commission*

*Amendment*

***Passing of risk***

***deleted***

***1. The risk of loss of or damage to the goods shall pass to the consumer when he or a third party, other than the carrier and indicated by the consumer has acquired the material possession of the goods.***

***2. The risk referred to in paragraph 1 shall pass to the consumer at the time of delivery as agreed by the parties, if the consumer or a third party, other than the carrier and indicated by the consumer has failed to take reasonable steps to acquire the material possession of the goods.***

Or.de

**Amendment 1117**  
**Kerstin Westphal**

**Proposal for a directive**  
**Article 23 – paragraph 1**

*Text proposed by the Commission*

*Amendment*

1. The risk of loss of or damage to the goods shall pass to the consumer when he or a third party, other than the carrier and indicated by the consumer has acquired ***the*** material possession of the goods.

1. The risk of loss of or damage to the goods shall pass to the consumer when he or a third party, other than the carrier and indicated by the consumer has acquired ***actual*** material possession of the goods.

Or.de

*Justification*

*In many Member States, a distinction is made in property law between types of possession.*

*For instance, possession can also be transferred through constructive delivery or assignment of a claim for restitution. Actual possession means physical possession through gaining physical control over an item of property.*

**Amendment 1118**  
**Damien Abad**

**Proposal for a directive**  
**Article 23 – paragraph 1**

*Text proposed by the Commission*

1. The risk of loss of or damage to the goods shall pass to the consumer **when he** or a third party, other than the carrier and indicated by the consumer **has acquired the material possession of the goods.**

*Amendment*

1. The risk of loss of or damage to the goods shall pass to the consumer or a third party, other than the carrier and indicated by the consumer, **on delivery.**

Or.fr

*Justification*

*Simplification of the initial Commission proposal.*

**Amendment 1119**  
**Othmar Karas**

**Proposal for a directive**  
**Article 23 – paragraph 1**

*Text proposed by the Commission*

1. The risk of loss of or damage to the goods shall pass to the consumer when he or a third party, other than the carrier and indicated by the consumer has acquired the material possession of the goods.

*Amendment*

1. The risk of loss of or damage to the goods shall pass to the consumer when he or a third party, other than the carrier and indicated by the consumer has acquired the material possession of the goods. **The risk shall pass to the consumer, upon delivery to the carrier, if the carrier was commissioned to carry the goods by the consumer or if the consumer selected the carrier.**

**Member States may not maintain or introduce provisions of national law**



*which depart from the provisions of this Article in order to guarantee a different level of consumer protection.*

Or.de

*Justification*

*It is not appropriate that, as provided for in the Commission proposal, risk should not be passed on, upon delivery to the carrier, even when the consumer himself arranges for the goods to be collected by a carrier or when the consumer has selected the carrier.*

**Amendment 1120**

**Philippe Juvin, Damien Abad, Constance Le Grip**

**Proposal for a directive**

**Article 23 – paragraph 1**

*Text proposed by the Commission*

1. The risk of loss of or damage to the goods shall pass to the consumer *when he* or a third party, other than the carrier and indicated by the consumer *has acquired the material possession of the goods.*

*Amendment*

1. The risk of loss of or damage to the goods shall pass to the consumer, or a third party other than the carrier and indicated by the consumer, *on delivery. In the case of off-premises contracts, this provision shall not apply to the period referred to in Article 12(4), during which the contract is not enforceable.*

Or.fr

*Justification*

*It is important to ensure that the risk transfer does not take place during the period referred to in Article 12(4), as amended, as regards off-premises contracts. During this period, Member States may prohibit the parties from performing their obligations.*

**Amendment 1121**

**Robert Rochefort**

**Proposal for a directive**

**Article 23 – paragraph -1 (new)**

*Text proposed by the Commission*

*Amendment*

***-1. Member States may not maintain or introduce in their national law provisions diverging from those laid down in this article, including more or less stringent provisions in order to ensure a different level of consumer protection.***

Or.fr

**Amendment 1122**

**Liem Hoang Ngoc**

**Proposal for a directive  
Article 23 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

***2. The risk referred to in paragraph 1 shall pass to the consumer at the time of delivery as agreed by the parties, if the consumer or a third party, other than the carrier and indicated by the consumer has failed to take reasonable steps to acquire the material possession of the goods.***

***deleted***

Or.fr

**Amendment 1123**

**Damien Abad, Philippe Juvin**

**Proposal for a directive  
Article 23 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

***2. The risk referred to in paragraph 1 shall pass to the consumer at the time of delivery as agreed by the parties, if the consumer or a third party, other than the carrier and indicated by the consumer has failed to take reasonable steps to acquire the material possession of the goods.***

***2. Member States may lay down additional national provisions governing the passing of risk if the consumer has failed to take all the necessary steps to take delivery of the goods.***

*Justification*

*A minimum harmonisation clause should be introduced to ensure that certain provisions of systems affording greater consumer protection in the matter of passing of risk can be maintained.*

**Amendment 1124****Robert Rochefort****Proposal for a directive****Article 23 – paragraph 2***Text proposed by the Commission*

2. The risk referred to in paragraph 1 shall pass to the consumer at the time of delivery as agreed by the parties, if the consumer or a third party, other than the carrier and indicated by the consumer has failed to take reasonable steps to acquire the material possession of the goods.

*Amendment*

2. The risk referred to in paragraph 1 shall pass to the consumer at the time of delivery as agreed by the parties, if the consumer or a third party, other than the carrier and indicated by the consumer has ***manifestly*** failed to take reasonable steps to acquire the material possession of the goods.

*Justification*

*Passing of risk is essential in that it marks the end of the obligation on the trader to ensure that the goods are kept in good condition. Passing the risk to the consumer, as provided for here, must go hand-in-hand with an assurance that the consumer has manifestly failed to take reasonable steps to acquire possession of the good.*

**Amendment 1125****Mitro Repo, Eija-Riitta Korhola****Proposal for a directive****Article 23 – paragraph 2***Text proposed by the Commission*

***2. The risk referred to in paragraph 1 shall pass to the consumer at the time of delivery as agreed by the parties, if the consumer or a third party, other than the***

*Amendment*

***2. If the consumer does not in sufficient time collect or take delivery of goods which are being held at his disposal, the consumer shall bear the risk that the***

*carrier and indicated by the consumer has failed to take reasonable steps to acquire the material possession of the goods.*

*goods may deteriorate on account of their natural characteristics after the trader has done what delivery of the goods requires of him.*

Or.fi

*Justification*

*Risks should in principle always be borne by the party to a contract who actually has the goods in his possession. This party has the best opportunity to take care of the goods in such a way as to prevent them from being lost or damaged. The only exception would be for goods which by their nature are prone to spoilage (typically food, fresh flowers and plants. etc.), in the case of which the consumer should bear the risk of spoilage if he fails to collect the goods, or to take delivery of them, in accordance with the contract.*

**Amendment 1126**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 23 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***2 a. Contracts concluded with a consumer shall not exceed a contractual obligations timeframe of over twelve months .***

Or.en

**Amendment 1127**  
**Evelyne Gebhardt**

**Proposal for a directive**  
**Article 23 – paragraph 2 b (new)**

*Text proposed by the Commission*

*Amendment*

***2 b. After twelve months the consumer shall be able to terminate the contract at any given time. The termination can be subject to prior notice, which shall not exceed two months.***

Or.en

**Amendment 1128**  
**Andreas Schwab, Frank Engel**

**Proposal for a directive**  
**Article 23 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***2a. Member States may not maintain or introduce provisions of national law which depart from the provisions of this Article.***

Or.de

**Amendment 1129**  
**Mitro Repo, Eija-Riitta Korhola**

**Proposal for a directive**  
**Article 23 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***2a. If, because the consumer reports a lack of conformity, goods are returned to the trader for inspection or correction of the nonconformity, the trader shall bear the risk in respect of the goods until the goods are delivered back to the consumer.***

Or.fi

*Justification*

*Risks should in principle always be borne by the party to a contract who actually has the goods in his possession. This party has the best opportunity to take care of the goods in such a way as to prevent them from being lost or damaged. The only exception would be for goods which by their nature are prone to spoilage (typically food, fresh flowers and plants. etc.), in the case of which the consumer should bear the risk of spoilage if he fails to collect the goods, or to take delivery of them, in accordance with the contract.*

**Amendment 1130**  
**Emilie Turunen**

**Proposal for a directive**  
**Article 23 a (new)**

*Text proposed by the Commission*

*Amendment*

*Article 23a*

*Duration of contracts*

- 1. Contracts concluded with consumers shall not stipulate a commitment period that exceeds 6 months*
- 2. Beyond 6 months consumers can terminate the contract at any time. Termination can be subject to a previous notice that cannot exceed 2 months.*

Or.en

*Justification*

*In the case of on-going contracts, the ability for consumers to change provider/supplier easily is crucial. The increasing length of contracts (sometimes more than 1 year) captures consumers into the same contract with the same provider for too long a time. This is detrimental for competition and ultimately has an effect on prices and quality of services.*

**Amendment 1131**  
**Robert Rochefort**

**Proposal for a directive**  
**Article 23 a (new)**

*Text proposed by the Commission*

*Amendment*

*Article 23a*

*Duration of contracts*

- 1. Without prejudice of the provisions of national law on unfair terms, contracts concluded with consumers may not provide for an initial commitment period of more than twelve months.*
- 2. At the end of the initial one-year*

*commitment period, consumers may terminate the contract at any time. Rescission of the contract may be subject to a period of prior notice, which may not exceed two months.*

Or.fr

*Justification*

*This amendment is aimed at ensuring that consumers are not bound, from the outset, to use the same trader over excessively long periods of time, preventing them from changing service provider during long periods, which may in some cases restrict the actual conditions of competition and, as a result, have an impact on quality and prices.*

**Amendment 1132**

**Catherine Stihler**

**Proposal for a directive**

**Article 23 a (new)**

*Text proposed by the Commission*

*Amendment*

*Article 23a*

*Payment means*

- 1. Traders shall offer consumers at least one means of payment free of charge.*
- 2. Member States shall prohibit traders to charge consumers with fees that exceed the cost born by the trader for the use of such means.*

Or.en

**Amendment 1133**

**Robert Rochefort**

**Proposal for a directive**

**Article 23 b (new)**

*Text proposed by the Commission*

*Amendment*

*Article 23b*

*Member States shall prohibit traders from charging consumers for the use of means of payment at rates in excess of the costs actually incurred by the traders for the use of these means of payment.*

Or.fr

**Amendment 1134**  
**Christel Schaldemose**

**Proposal for a directive**  
**Article 23 a (new)**

*Text proposed by the Commission*

*Amendment*

*Article 23a*

***Duration of contracts***

***1. Without prejudice to national law on unfair terms, contracts concluded with consumers shall not stipulate an initial commitment period that exceeds 12 months***

***2. After the elapse of the 12 month-period consumers can terminate the contract at any time. Termination can be subject to a previous notice that cannot exceed 2 months.***

Or.en

*Justification*

*In the case of on-going contracts, the ability for consumers to change provider/supplier easily is crucial. The increasing length of contracts (sometimes more than 1 year) captures consumers into the same contract with the same provider for too long a time. This is detrimental for competition and ultimately has an effect on prices and quality of services.*