

Online and distance sales of goods in the Internal Market

Fur Europe welcomes the European Commission proposal on distance sales contracts, and in particular its full harmonisation approach as a way to promote a flourishing Digital Single Market.

Fur is an integrated part of the global fashion scene with more than 400 international designers featuring fur in their collections, and appearing in 71% of collections worldwide. The trade in fur products from Europe to the rest of the world amounted to almost 1bn€ in 2014 and currently provides for 60 thousands jobs in Europe alone. The sector has also started to diversify its production to handbags, shoes, decoration and accessories extending the versatility and possibilities of use of fur. As a result of this trends, many furriers recently started to engage in online sales – especially in countries like Germany, Finland, or Italy – and therefore Fur Europe would like to comment on this new proposal.

The fur sector is predominantly composed of small, family-run companies with limited human and financial resources. Legal certainty is key for these businesses to thrive. Therefore the same contract rules should apply to online and offline sales, in order to avoid legal fragmentation, discrimination between retailers trading through different channels, and at the end of the day to effectively promote e-commerce. As an example, the consumers' duty to promptly communicate any lack of conformity of a purchased good as foreseen in the Consumer Sales Directive (CSD)¹, shall apply to distance sales too. For the same reason, and in respect of the full harmonisation approach on which the proposal is founded, this principle should apply also to commercial guarantees, while the proposed text seems to suggest a minimum harmonisation approach on guarantees which would eventually lead to divergent national legislations and jeopardise the objective of full harmonisation to detriment of SMEs.

Moreover, while Fur Europe welcomes the hierarchy of remedies set out in the proposal, the consumers' right to terminate the contract in virtue of a minor defect again diverges from the CSD², and it seems to be an unbalanced and cumbersome provision when the good can be easily repaired instead. This is particularly true for fur goods designed and manufactured according to the specifics provided by the customer, which make the product more expensive to produce and more difficult to be resold. Moreover, in case of contract termination, a furrier shall be guaranteed the opportunity to inspect the good and verify the lack of conformity before any reimbursement takes place. Thus the refund shall be linked to such verification rather than to an arbitrary timeframe.

Finally, 25 out of the EU28 countries adopted a 6-month period for the reversal of the burden of proof. Therefore Fur Europe considers the proposed extension to two years unbalanced. Fur retailers habitually grant a longer period as a way to improve the customer service and trust. However, such a mandatory prolongation would nullify the conditions stimulating such self-improvement, and – given the high monetary value of fur garments and accessories – expose fur retailers to unnecessary risks, hindering the transposition of best customer service practices to distance sales, and eventually worsening the trust issue that distance sales (and online sales in particular) already suffer from.

¹ Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees, art.5(2).

² Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees, art.3(6).

Established in 2014, Fur Europe is the result of a merger between the European Fur Breeders' Association and the European members of the International Fur Federation. Fur Europe represents 50 national associations in Europe.