

Regulation (EU) 2018/302 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market

Question and Answers

-Only for internal purposes-

Does the Geo-Blocking Regulation mean that I have to sell in all Member States?

No. It is the trader's choice where to sell and where to actively market its goods.

Do the rules on access to online interfaces mean that traders are prevented from providing tailored offers?

Certain traders operate different versions of their online interfaces, or part of them, targeting customers from different Member States. This remains possible. However, redirecting customers from one version of the online interface to another version on a discriminatory basis and without their explicit consent is prohibited. Moreover, such a website or parts of it need to be accessible for customers from different Member States

Do I need the same prices for all countries?

No. You can determine the prices for different countries. The option of offering customers cross-border delivery in some or all Member States remains a free marketing choice of the trader in principle, which shall however be spelled out in the applicable general terms and conditions. The total price must be communicated in a clear and comprehensible manner to consumers before the conclusion of the contract.

Can I automatically reroute my clients to a specific version of my website?

No, not anymore. You need explicit consent of the consumer. It is possible, however, to reroute the customer the next time when the consent has been already given.

Do I need to ship to and accept returns from all over Europe?

No. You can ship & accept returns to and from where you choose. The Regulation does not introduce an obligation to deliver across the EU but It defines specific situations where customers cannot be denied access to the goods.

Which national consumer protection law is applicable in the case of cross-border delivery?

The rules on applicable consumer protection law and jurisdiction of courts are regulated by the Rome I and Brussels I Regulations. The Geo-blocking Regulation does not amend or override these rules. The applicable law will largely depend on the question whether or not the trader is directing his or her activities to another Member State. In that regard, the Geo-blocking Regulation clarifies that mere compliance with the rules it sets out does not mean that the trader directs his or her activities to another Member State.

What payments do I need to accept?

If you accept one payment method of one brand, then you have to accept them from all EU countries (e.g. Visa debit or Mastercard Credit)

Which linguistic options do I need for customer service?

The Regulation does not oblige you to adapt your goods to the needs of another national market, nor to provide user manuals, instructions and other product information in a particular language. National law of certain Member States may however oblige you to provide contractual information in the language of that Member State when selling online. [At the moment this is the case in BG, HR, CY, DK, EE, FR, IT, LT, MT, PL, PT, RO, SI and ES.]

Are consumers allowed to demand user manuals/instructions and other product information in their language and accessories geared to their specific own market (e.g. plugs, adaptors)?

No, the Regulation itself does not oblige traders to adapt their goods to the needs of another national market, nor to provide user manuals, instructions and other product information in a particular language. At the same time, it does not prevent traders from doing so, nor from providing after-sales assistance.

Will traders be allowed to treat customers from other Member States differently, for instance by refusing access to their goods or services, if required by contractual arrangements with suppliers?

A supplier cannot contractually prohibit a trader from responding to unsolicited customer requests, meaning it cannot prohibit so-called "passive sales" in the specific situations covered by the Regulation. Such contractual requirements are automatically void. In practice, this means that traders should be free to serve all customers independently of their nationality or place of residence.

Can suppliers prohibit traders from advertising outside their allocated territory?

Restricting so-called "active sales", i.e. actively approaching and targeting individual customers is not affected by the Regulation.