



C/2024/4290

15.7.2024

**Judgment of the Court (Fifth Chamber) of 30 May 2024 (request for a preliminary ruling from the
Landgericht Berlin – Germany) – VT, UR v Conny GmbH**

(Case C-400/22, ⁽¹⁾ Conny)

(Reference for a preliminary ruling – Consumer protection – Directive 2011/83/EU – Article 8(2) – Distance contracts concluded by electronic means – Information requirements for the trader – Order implying an obligation to pay – Order placed by activating a button or similar function on a website – Obligation on the trader to label that button or similar function with the words ‘order with obligation to pay’ or a corresponding formulation – Conditional payment obligation)

(C/2024/4290)

Language of the case: German

Referring court

Landgericht Berlin

Parties to the main proceedings

Applicants: VT, UR

Defendant: Conny GmbH

Operative part of the judgment

The second subparagraph of Article 8(2) of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council,

must be interpreted as meaning that, in the case of distance contracts concluded through websites, the obligation on the trader to ensure that the consumer, when he or she places his or her order, explicitly agrees to an obligation to pay, applies even where the consumer is required to pay that trader the pecuniary consideration only after a subsequent condition has been satisfied.

⁽¹⁾ OJ C 408, 24.10.2022.