

Operative part of the judgment

It is not necessary to give a ruling on the request for a preliminary ruling submitted by the Juzgado de Primera Instancia nº 4 de Castelló de la Plana (Court of First Instance, No 4, Castelló de la Plana, Spain) by decision of 7 May 2021.

⁽¹⁾ OJ C 382, 20.9.2021.

Judgment of the Court (Seventh Chamber) of 24 November 2022 (request for a preliminary ruling from the Cour de cassation — Belgium) — *Tilman SA v Unilever Supply Chain Company AG*

(Case C-358/21) ⁽¹⁾

(Reference for a preliminary ruling — Judicial cooperation in civil matters — Jurisdiction and the enforcement of judgments in civil and commercial matters — Lugano II Convention — Jurisdiction clause — Formal requirements — Clause included in the general terms and conditions — General terms and conditions which may be viewed and printed from a hypertext link mentioned in a contract concluded in writing — Consent of the parties)

(2023/C 24/13)

Language of the case: French

Referring court

Cour de cassation

Parties to the main proceedings

Appellant: Tilman SA

Respondent: Unilever Supply Chain Company AG

Operative part of the judgment

Article 23(1) and (2) of the Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, signed on 30 October 2007, the conclusion of which was approved on behalf of the European Community by Council Decision 2009/430/EC of 27 November 2008,

must be interpreted as meaning that

a jurisdiction clause is validly concluded where it is contained in the general terms and conditions to which the contract concluded in writing refers by the inclusion of a hypertext link to a website, access to which allows those general terms and conditions to be viewed, downloaded and printed prior to that contract being signed, without the party against whom that clause operates having been formally asked to accept those general terms and conditions by ticking a box on that website.

⁽¹⁾ OJ C 338, 23.8.2021.
