

**Case law****Case Details**

**National ID:** 105451 / KG ZA 10 - 252

**Member State:** Netherlands

**Common Name:** link

**Decision type:** Court decision, first degree

**Decision date:** 20/01/2011

**Court:** District court Roermond

**Subject:**

**Plaintiff:** Allround Company Support V.O.F.

**Defendant:** Dutch Jewelz B.V., Dutch Designz B.V.

**Keywords:** B2C, general scope of the UCP Directive

**Directive Articles**

Unfair Commercial Practices Directive, [Chapter 2, Section 1, Article 6, 2., \(a\)](#)

**Headnote**

Legal provisions in national law implementing the UCP Directive, cannot be applied in a business-to-business ("B2B") context. Their scope is limited to a business-to-consumer ("B2C") environment.

**Facts**

Plaintiff, a manufacturer and trader of jewellery, claimed that the defendants, also active in the jewellery business, infringed plaintiff's copyrights by trading in identical and/or similar jewellery than those manufactured by plaintiff.

As a legal ground, plaintiff inter alia invoked section 3A of book 6 of the Dutch Civil Code, which implements the UCP Directive.

**Legal issue**

Referring to the preparatory acts of the implementation, it was held by the court that the provisions set forth in section 3A of book 6 of the Dutch Civil Code do not apply to a "B2B" environment. These legal provisions can be invoked only in a "B2C" environment.

**Decision**

Do the provisions set forth in section 3A of book 6 of the Dutch Civil Code, which implements the provisions of the UCP Directive, apply to commercial practices between companies, i.e. in a "B2B" environment?

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**Related Cases**

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**Legal Literature**

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**Result**

Plaintiff's argument based on these provisions was rejected.