

Legal Standards of European Union Directives in E-Commerce and Their Implementation in German and French Legislation

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Abstract: This paper examines the legal framework for consumer protection in e-commerce within the European Union (EU), with a particular focus on the Consumer Rights Directive, the E-Commerce Directive, the Unfair Commercial Practices Directive, and the Unfair Terms Directive. It analyzes how these EU directives establish principles such as clear pre-contractual information, the right of withdrawal, transparency, and the prohibition of misleading or aggressive commercial practices. The study further compares these regulations with the national legislations of Germany and France, highlighting mechanisms that ensure consumer rights, prevent unfair practices, and enhance trust in digital markets. Finally, the paper explores the applicability of these legal models for countries outside the EU, particularly Uzbekistan, suggesting ways to strengthen its e-commerce legal framework and provide a reliable, consumer-friendly digital environment.

Keywords: Consumer protection, e-commerce, European Union directives, digital market, unfair commercial practices, right of withdrawal, transparency, legal harmonization.

Introduction

Germany and France are among the leading legal states in Europe, possessing well-developed and comprehensive legislative systems for e-commerce and the protection of consumer rights[1]. Both countries belong to the continental legal system and base their legal norms primarily on civil codes. While their approaches to e-commerce are grounded in European Union directives, each country adapts these directives to its national legislation, taking into account its own historical-legal experience and socio-economic conditions[2].

In Germany, e-commerce issues are primarily regulated through the Civil Code (Bürgerliches Gesetzbuch – BGB). This Code clearly defines key legal principles such as distance selling, electronic contracts, the obligation to provide consumers with prior information, and the right to withdraw from a contract. In addition, there are independent institutions dedicated to protecting consumer interests, such as the Verbraucherzentrale[3].

In France, this sector is regulated through the Consumer Code (Code de la consommation). The Code establishes the rights and obligations of e-commerce participants, the seller's duty to provide information, procedures for returning goods and obtaining refunds, as well as measures to prevent fraud. France also has specialized state authorities dedicated to protecting consumer rights and interests, including the DGCCRF (Direction générale de la concurrence, de la consommation et de la répression des fraudes), which functions as a key regulator safeguarding consumers against deceptive practices[4].

Methods

The experiences of these two countries can serve as examples for other states, including Uzbekistan, in ensuring the reliable legal protection of consumer interests in e-commerce and supporting the stable development of the digital economy. Having analyzed the experiences of Germany and France in detail, it is now important to examine innovations related to the development of e-commerce. In the context of the global digital economy, e-commerce has become a key arena for interactions between consumers and businesses. In particular, the European Union (EU) has established a comprehensive normative-legal framework to regulate e-commerce and safeguard consumer rights. Germany and France, as major and advanced EU member states, have implemented these directives into their national legal systems, thereby creating a legal model that reliably protects consumers.

EU directives are legal acts adopted by the European Union that impose binding obligations on member states to achieve a specific result, while allowing them to choose the method of implementation. In other words, directives define the intended outcome but leave the means of achieving it to national legislation. The Federal Republic of Germany and the French Republic both adhere to the general principles of EU directives, while the procedure for implementing these principles is adapted according to each country's national legal system. Several well-known scholars have highlighted the importance of EU directives within the Romano-Germanic legal tradition. Among them, the prominent scholar Reinhard Zimmermann, in his work *The Law of Obligations: Roman Foundations of the Civilian Tradition*, notes that civil law approaches based on classical Roman law form the foundation for today's e-commerce legal models.

The normative directives of the European Union (EU), such as the Consumer Rights Directive, the E-Commerce Directive, and the Unfair Terms Directive, are transposed into the national legislation of member states. However, in this transposition, civil law traditions—particularly the Romano-Germanic legal approaches in Germany and France—play a significant role. Understanding this context requires reference to scholars such as Zweigert, Kötz, and Zimmermann. Konrad Zweigert and Hein Kötz, in their work *Introduction to Comparative Law*, analyze the “legal style” of Romano-Germanic law—meaning the systematic and coherent interpretation of legal texts according to civil law traditions. This explains the organic integration of EU directives into national legislation: essential elements such as information provision, contractual obligations, and intermediary liability are applied in a manner consistent with the civil law legal style.

Results and Discussion

If we analyze the general principles derived from the European Union directives, the first principle to highlight is that of the Consumer Rights Directive (CRD). According to this principle, the consumer must be provided with complete information, be granted the right to withdraw from a contract within 14 days without giving any reason, and be entitled to return goods and obtain a refund[5]. The Consumer Rights Directive (CRD) was adopted on 25 October 2011 and became mandatory for all EU member states from 13 June 2014. The directive is aimed at harmonizing the level of consumer protection in e-commerce[6].

Focusing on the key provisions of the directive, Articles 5 and 6 stipulate that before entering into a contract, the seller information about the main characteristics of the product or service, payment, delivery and other costs, the procedure for contract withdrawal, as well as ways to lodge complaints or submit inquiries. Article 9 establishes another crucial rule, the “Right of Withdrawal”. Under this rule, the consumer has the right to cancel a contract within 14 days without providing any reason, counted from the date the contract is concluded or the goods are delivered. If the consumer chooses to return the goods, Article 13 requires that the consumer return the goods to the seller within 14 days, and the seller must refund the payment to the consumer within 14 days[7].

If we examine the legislation of Germany and France, it is evident that the rules have been shaped in accordance with the European Union directives. In Germany, e-commerce contracts are regulated primarily under the Civil Code (Bürgerliches Gesetzbuch – BGB). Section 312 of the BGB establishes rules for distance contracts, stipulating that consumers have a clear right to receive information. Sellers are obligated to provide complete, understandable, and written information in advance. Contracts that meet these requirements are recognized as valid distance contracts[8].

The right of withdrawal is also a fundamental component of such contracts. If the contractual terms between the parties do not explicitly regulate withdrawal, the statutory rules on contract cancellation apply. According to Section 355 of the BGB, the consumer has the right to withdraw from a contract within 14 days without providing any reason, a principle that is also established in the European Union Directive[9].

Another important aspect is provided in Article 5 of the Directive: if the obligation to provide information is violated, the consumer gains the right to return the goods up to 12 months and the seller must refund the payment or replace the product with a similar item.

In France, contractual and legal relations in the field of e-commerce are regulated under the Code de la consommation (Consumer Code). Similar to the German Civil Code, the Consumer Code provides definitions for distance contracts, though it distinguishes itself from the BGB by offering relatively greater specificity. According to Article L221-1 of the Consumer Code, the seller is obliged to provide the consumer with detailed information prior to concluding any online contract. This information must include, as essential contract terms, the price, taxes, delivery conditions, and the procedures for withdrawal, thereby ensuring transparency and protecting consumer rights[10].

From a comparative legal perspective with the national legislations of Germany and France, Article 18 of the Law of the Republic of Uzbekistan “On Protection of Consumer Rights” stipulates that a consumer who purchases non-perishable food products of acceptable quality has the right, within ten days from the date of purchase, to exchange the product for an identical item at the place of purchase or, if the product is unavailable, to receive a refund.

It is evident that under Uzbek law, consumers possess a clear right to return or exchange goods without providing any reason. However, unlike Germany and France, the period for returning or exchanging goods is explicitly limited to ten days, which is shorter than the withdrawal periods provided in the German and French legal systems[11].

Article 22 of the Consumer Rights Directive establishes another important consumer right. According to this provision, before entering into a contract or making an offer, the trader must obtain the consumer’s explicit consent for any additional payment beyond the agreed remuneration for the main contractual obligations. If the trader fails to obtain the consumer’s explicit consent, but the consumer is able to avoid the additional payment by using the standard options provided, the consumer has the right to a refund of the payment. This rule ensures the consumer’s right to receive accurate and clear information regarding any extra charges[12].

Under French law, if this rule is violated, an administrative fine is imposed on the trader: €3,000 for natural persons and €15,000 for legal entities.

The role of European Union (EU) directives in protecting consumer rights has been extensively studied by numerous leading legal scholars. Among them, Geraint G. Howells and Stephen Weatherill, in their renowned work *Consumer Protection Law (2005)*, place particular emphasis on the legal foundations developed within the EU framework. According to them, EU directives—especially the Consumer Rights Directive and the Unfair Commercial Practices Directive—serve to ensure that consumers, as the weaker party, are afforded special protection within national legal systems. They highlight the importance of legal obligations regarding information provision, the right of withdrawal, contractual balance principles, and ethical standards. In particular, Howells and Weatherill consider the clarity of information and informed consent as a modern legal instrument for consumer protection in the context of digital commerce.

Another important European Union (EU) directive for the field of e-commerce is the E-Commerce Directive. Adopted by the EU on 8 June 2000 and in force since 2002, this directive establishes the primary legal framework for regulating services in the information society, particularly e-commerce activities. It aims to liberalize the digital market within the EU and create a trustworthy online environment.

The directive primarily emphasizes that service providers in e-commerce must provide consumers with clear and accurate information about themselves. According to Article 5, online service providers—including e-commerce platforms—are required to make the following information easily, permanently, and directly accessible to consumers: full name or trade name; legal address; contact details for rapid communication (email, telephone); registration details and number of the company; tax identification number (if applicable); and relevant professional or licensing information in regulated sectors (such as medicine, law, or architecture)[13]. These provisions are intended to ensure transparency for consumers and provide a legal basis against unlawful activities.

The directive also establishes a specific legal status for intermediaries—such as hosting providers, internet platforms, and content distribution services—in Articles 12–15. “Inactive” intermediaries—i.e., those who merely transmit or temporarily store information (such as internet providers)—are not liable for content posted by users if they have not modified the information, were not aware of illegal content, or promptly remove or block the content once aware of it. Hosting services—such as websites and platforms—are liable for user-generated content only under a “Notice and Takedown” mechanism. This approach maintains the freedom of internet services while enabling the control of illegal content.

One of the significant European Union (EU) directives for e-commerce is the Unfair Commercial Practices Directive (UCPD). Adopted by the EU on 11 May 2005 and in force since 12 December 2007, this regulatory act aims to prohibit unfair commercial practices against consumers. The directive applies to all advertising, sales, and marketing activities, with particular relevance to e-commerce platforms.

According to Article 5, certain general prohibited practices are defined, applicable to the conduct of traders: a commercial practice is considered unfair if it affects the economic behavior of the consumer, causes or is likely to cause harm, or misleads the consumer. The directive distinguishes two main types of unfair practices: “misleading practices” and “aggressive practices.”

Misleading practices include actions such as providing false information about product characteristics, price, or warranty, concealing or misrepresenting essential information, or presenting information in a way that is difficult to understand. For example, advertising a product at a deceptively low price may mislead consumers into believing it is cheaper than it actually is. Such practices are evaluated as misleading marketing conduct.

Aggressive practices are defined in Article 8 as commercial actions that involve coercion, threats, or undue influence, limiting the consumer’s freedom of choice and creating excessive pressure that forces the consumer to make a decision. The aggressiveness of the practice is assessed according to Article 9, considering factors such as the nature of communication (e.g., repeated SMS or phone calls) and whether the situation is unfairly pressuring the consumer. For instance, statements like “If you do not place the order today, the opportunity will be lost” are considered psychologically coercive. Such advertising practices are commonly encountered in everyday life[14].

To enforce compliance with the directive, EU member states must establish their supervisory and enforcement authorities. In Germany, this role is carried out by the Verbraucherzentrale Bundesverband (VZBV), whereas in France, the DGCCRF performs this function.

A unique aspect of this directive, distinguishing it from other EU directives, is the annex attached to it. This annex lists 31 specific prohibited practices, which include actions such as offering a product to a particular consumer at a given price but failing to deliver it, refusing to provide a product as advertised, not accepting orders, failing to deliver within a reasonable timeframe, showing defective samples, or promoting other products unfairly.

The Unfair Terms Directive, one of the European Union's key instruments for e-commerce, establishes a comprehensive set of legal safeguards to protect consumers against misleading, coercive, and unethical commercial practices. In Germany and France, national legislation based on the provisions of this directive is actively enforced, contributing to the creation of a reliable legal environment for online commerce.

Another important EU directive for e-commerce is the Fourth Directive, adopted on 5 April 1993, commonly referred to as the Unfair Terms Directive. This directive is designed to limit unilateral and unfair terms in standard contracts concluded between consumers and traders within the EU. According to the directive, any contractual clause that provides the trader with a unilateral advantage to the detriment of the consumer is considered unlawful and void. This approach preserves contractual freedom while ensuring the protection of the consumer as the weaker party.

Under Articles 1 and 2, the directive applies exclusively to standard form contracts between consumers and traders—that is, pre-formulated contracts not subject to negotiation. Clauses that are individually negotiated are not covered by this directive. Article 3 defines precisely what constitutes unfair terms: a contractual clause is deemed unfair if it disrupts the balance of rights and obligations to the detriment of the consumer and violates principles of good faith and fairness. The broad interpretation of this provision allows the prohibition of numerous contractual loopholes in practice. For example, a clause stating that “the seller may unilaterally increase the price at any time” would be considered unfair and contrary to the consumer's legal rights and interests.

Article 5 stipulates that all contractual terms must be drafted clearly, intelligibly, and in plain language. If any provision is written in complex legal terms, is technically or financially opaque, or is ambiguous or dual in meaning, it must be interpreted in favor of the consumer (in dubio pro consumatore principle). This ensures that the consumer benefits in practice: if a clause requires advanced legal knowledge to understand, courts will consider the consumer's actual comprehension level. Should a commercial organization exploit a consumer's misunderstanding, the clause is declared null and void. Even if a term appears clear, but ultimately causes undue harm to the consumer, courts will side with the consumer.

In sum, EU directives in the field of e-commerce contribute to legal certainty, consumer trust, and market competition, thereby fostering a stable digital environment. By accounting for the cross-border nature of e-commerce, these directives ensure legal harmonization across all member states, guaranteeing the same level of consumer protection for citizens in Germany, France, Italy, and any other EU member state[15].

Conclusion

This approach can serve not only within the European Union but also as an effective legal model for external countries, particularly for nations like Uzbekistan, which are undertaking digital reforms.

By analyzing the European Union directives and the corresponding national legislation of Germany and France, we have identified numerous practical experiences and legal mechanisms that could be adapted to the context of Uzbekistan's legislation. These comparative insights provide valuable guidance for developing a reliable and consumer-friendly legal framework for e-commerce in Uzbekistan, promoting transparency, fairness, and trust in the digital market.

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