

## Do you enjoy shopping online? 6 basic rules to help you avoid the black sheep among online-traders!

Too many consumers act incautiously when it comes to ordering something on the internet, especially when they are attracted by very cheap offers. While most online transactions are not a big problem, we also receive complaints from consumers who have to wait a long time to receive their orders, who are unhappy with the service provided or who, at worst, found themselves the victim of fraud.

Therefore, it is important for consumers to play it safe when buying online. The following checklist should help you avoid possible traps and deal with possible problems.

### 1. Check the trader!

Is it easy to contact him (e-mail, complete address, etc. duly specified)? Is the information regarding prices, warranty, etc. correct? Is the right of withdrawal clearly stated? You should read the information carefully before completing your purchase. Be especially aware of time limits when wishing to withdraw from the contract.

Find out more about basic rights across the European Union on the following website:

<http://europa.eu/scadplus/leg/en/lvb/l32014.htm>

Besides, you should read the terms and conditions carefully. However, please note that some terms and conditions may not be legally binding. In Germany, a special division of the Civil Code (Bürgerliches Gesetzbuch, available in English: [http://www.gesetze-im-internet.de/englisch\\_bgb/index.html](http://www.gesetze-im-internet.de/englisch_bgb/index.html) ) sets at rules about the legality of terms and conditions.

When taking part in an online auction, read the trader's references (though they are not necessarily a guarantee either) : If there have been many negative references about the trader lately or if it is his very first sale, you shouldn't pay in advance - or without caring about payment-safety-mechanisms which ensure you get your money back in the event of a problem.

### 2. Pay attention to quality labels!

In Germany there are many quality labels and trustmarks for online-shops, but not all of them are really reliable. As consumers cannot know about the reliability of those labels, you should check <http://www.initiatived21.de>, an important German non-profit association. Quality label providers, who declared that they would respect the criteria set out by D21, were added to the D21 recommendation list that can be found on <http://www.internet-guetesiegel.de/>

But of course, there are other trustmarks and labels that are reliable – just be careful and better check again if you do not recognise the trustmark displayed on the online-shop you wish to order from.

In the event of a dispute, you should also immediately inform the label provider of the problem - check in advance if the trustmark provider offers that possibility and under what conditions.

### **3. Secure your payment!**

Use escrows and methods of payment that include protection mechanisms. With reliable escrows you can be sure that your money will not be transferred to the trader before you have reported that the product has arrived. This type of purchaser's protection is not always available on the internet. Unfortunately, we also receive an increasing number of complaints against traders that are in league with fraudulent escrows - in order to cheat the consumer. Be careful and investigate further if the trader insists on using one specific escrow service.

Another possibility is using online methods of payment that offer other security services to the purchaser. You will find further information on the subject or on other methods of payment in our brochure Online Security, also available in English at

[http://www.ecommerce-verbundungsstelle.de/ecommerce/pdf/Sicher\\_Surfen\\_Englisch.pdf](http://www.ecommerce-verbundungsstelle.de/ecommerce/pdf/Sicher_Surfen_Englisch.pdf).

You should only use cash transfer services e.g. Western Union for payments to familiar and trustworthy persons.

### **4. Keep copies of your order and further correspondence with the trader!**

Be aware that you can only prove things easily if you have written evidence. Therefore you should print your order as well as the whole correspondence with the trader and keep it; the electronic version of those or documents (if you got emails for example) should be stored on your computer as well. You should also print out the general terms and conditions at the time of order, in case the trader amends them afterwards. If you made further agreements on the phone, make sure you get written confirmation.

### **5. Know your rights!**

Be aware of your rights, especially the right of withdrawal, the warranty and what your options are in case of non-delivery.

When ordering you should, for example, know if you have the right of withdrawal. A typical mistake would be to assume that you always have such a right when ordering online. For instance, there is no such a right for travel bookings, online ticket orders or food and drinks. When purchasing abroad, the right of withdrawal can be shorter or longer than in your home country (14 days in Germany). Therefore, you should be aware of whether you are protected by the law of your country which might offer a higher standard of consumer protection - it is a matter of private international law. Do not hesitate to contact us, should you have any questions.

If the product is defective on arrival, you must, as the purchaser, contact the trader to claim a repair or resupply – or you may just use your right of withdrawal.

If you choose repair or resupply, you should set a convenient deadline for the trader. After this deadline you will be able to resign the contract and you may also claim compensation.

Good to know: Within the first 6 months, if a defect occurs it is presumed that the thing was already initially defective – the burden of proof is reversed. Afterwards, if you claim something from the trader, you have to provide proof.

In the event of non-delivery, you should set a convenient deadline for the trader. After this period, you will be able to rescind the contract and maybe even claim compensation because of non-delivery - or simply withdraw from the contract.

## 6. Do not give up too easily!

Consumers who cannot come to an agreement with online traders if there is a problem still have many options before going to court.

When involved in a dispute with a trader abroad in the EU, you may contact the European Consumer Centre (ECC) of your home-Country. For more information about the ECC-Net, go to:

[http://ec.europa.eu/consumers/redress\\_cons/index\\_en.htm](http://ec.europa.eu/consumers/redress_cons/index_en.htm)

And finally: Should you need any advice concerning your rights and want to contact the company yourself with this information, do not hesitate to contact the eCommerce-Verbindungsstelle Deutschland (eCommerce Contact Point Germany).

[www.eCommerce-Verbindungsstelle.de](http://www.eCommerce-Verbindungsstelle.de)

or just enter:

[www.eCom-Stelle.de](http://www.eCom-Stelle.de)

Phone n°: + 49 78 51 / 991 48 0

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