Pln 31 million fine for Amazon

* **President of UOKiK Tomasz Chróstny imposed a fine on Amazon for misleading consumers.**
* **The Office received complaints from consumers who did not receive ordered goods for which they had paid.**
* **False information about product availability and delivery dates – these are questionable practices, categorised as *dark patterns*.**

**[Warsaw, 27 March 2024]** The decision of the President of the Office concerns Amazon EU SARL, a company based in Luxembourg, which is one of the traders selling goods on the Amazon.pl platform. What raised concern for the President of the Office were misleading practices regarding information about when a sales contract is concluded, product availability, delivery dates and consumers' rights related to the “Guaranteed Delivery” service. The Office received complaints showing irregularities in the provision of services through the website.

“The use of sales platforms is increasingly popular with consumers. They opt for shopping on online platforms because, on the one hand, it allows them to access a wide variety of offers in one place, and on the other hand, they trust the providers of recognised platforms. The average consumer is entitled to assume that the purchase options, availability and delivery times offered by traders are not misleading. The consumer should not be forced to take additional steps to check the reliability of the functionality offered or the information presented. In the decision issued against Amazon, we have contested the misleading of consumers, including practices classified as *dark patterns,* i.e. putting pressure on consumers by displaying a countdown timer showing the time within which an order should be placed, despite the lack of a guarantee of delivery by that date”, says OCCP Chairman Tomasz Chróstny.

**Shipping a product is the conclusion of a contract?**

A consumer who has ordered a product on the Amazon.pl platform and paid for it may not have received it in many cases. This is confirmed by signals from consumers, as well as complaints filed with the trader. For example, as the investigation found, the company repeatedly cancelled orders placed for popular e-book readers.

According to the contested practice, order placement and receiving its confirmation is not tantamount to the conclusion of a sales contract. It is only an offer to purchase the product, which is not binding on the company. Even after payment is made for the product, Amazon is not obliged to deliver it – Amazon can cancel the order. For Amazon, the sales contract is not entered into until the actual shipping notice is made, and in the trader’s opinion this constitutes the proper moment of purchasing goods.

Information about this is provided in the terms of sale and at the last stage of shopping on the platform, but it can be difficult to access – it is written in grey font on a white background, at the very bottom of the page. What is clearly visible to the consumer are phrases suggesting that by placing an order, they are entering into a contract: “Buy Now” or “Proceed to Checkout.” Thus, Amazon is misleading consumers about when the sales contract is entered into. For many, this can also have negative consequences: the consumer does not receive the product, so they cannot use it, they lose the chance to buy at an attractive price that may no longer apply, and their money is frozen until returned. According to consumers’ complaints, order cancellation information can be provided long after the order has been placed – in the case of the cancellation of e-book reader orders, this took a month.

**Product availability and delivery dates**

Consumers were misled by false information about product availability and delivery times. This is an unlawful practice of dark patterns. Upon order placement, a countdown timer may be displayed indicating when the product will reach the consumer, as long as they place the order with a certain time limit. The number of available items is also presented for some products (e.g., available items: 2; “Order within 2 hours 38 min.”). Information conveyed in this way puts pressure on the consumer to place an order as soon as possible to guarantee that they will receive the product. As the investigation has shown, Amazon fails to meet these deadlines for some orders. Shipping of some products is not possible or may be delayed, e.g., due to the fact that they are out of stock. Amazon treats the data it provides on availability and shipping date as indicative information, but the way it is presented does not indicate this. Consumers can only find out about this in the platform's terms of sale.

“Information about the availability of a product and its fast shipping is very valuable for consumers and for many people it can be the main reason why they make a purchase decision. However, such information must not be a decoy. If a trader gives a specific delivery date, they must meet it. This practice by Amazon is categorised as ‘dark patterns’, as it uses pressure to make the consumer order the product as soon as possible”, says UOKiK President Tomasz Chróstny.

**“Guaranteed Delivery”**

Amazon offers “Guaranteed Delivery” – this means that the product is supposed to reach the consumer within a certain period of time, and when this does not happen, the consumer can request a refund of the delivery fee. However, consumers do not receive information about the rules of this service before placing an order. Such information is available only at the order summary stage provided that the consumer has decided to go through several steps defining the delivery details. If they fail to do so, they may be unaware of his rights, may not come forward for a refund and may not receive it in the event of a delay in shipping. In addition, information about “Guaranteed Delivery” is not included in the confirmations that the consumer receives.

**The President of the UOKiK has found Amazon EU SARL guilty of infringement of collective consumer interests. The fine imposed is more than 31 million zlotys** (PLN 31,850,141). The company must publish the decision on its website and on its social media. The decision is not final and the company has the option of filing an appeal to court.

**Consumer Support:**

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