

## European Union

### “Daimler”

**Decision of the European Court of Justice (Second Chamber)**

**3 March 2016 – Case No. C-179/15**

*Daimler AG v. Együd Garage Gépjárműjavító és értékesítő Kft.*

**Directive 2008/95/EC, Article 5(1)**

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**Keywords** Advertisements on the Internet · Unauthorised use · Commercial relationship · Consent

1. Article 5(1)(a) and (b) of Directive 2008/95/EC of the European Parliament and of the Council of 22 October 2008 to approximate the laws of the Member States relating to trade marks must be interpreted as meaning that a third party, who is named in an advertisement on a website, which contains a sign identical or similar to a trade mark in such a way as to give the impression that there is a commercial relationship between him and the proprietor of the trade mark, does not make use of that sign that may be prohibited by that proprietor under that provision, where that advertisement has not been placed by that third party or on his behalf or, if that advertisement has been placed by that third party or on his behalf with the consent of the proprietor, where that third party has expressly requested the operator of that website, from whom the third party ordered the advertisement, to remove the advertisement or the reference to the mark contained therein.