

Client Briefing

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The “cancellation button” will become mandatory for online sales from June 19, 2026

From 19 June 2026, traders who enable consumers to conclude distance contracts via an online interface will be obliged to provide a withdrawal function. By doing so, the German legislator transposes the requirements of an EU directive that harmonises the requirements for the electronic exercise of the right of withdrawal throughout the Union. The article provides an overview of the central content of the new regulation and outlines the resulting technical, organisational, and legal need for adaptation for online traders.

I. Background

Directive (EU) 2023/2673 amends the Consumer Rights Directive 2011/83/EU. The aim of this amendment is to significantly simplify the exercise of the right of withdrawal for online contracts for consumers in all EU Member States. The exercise of the right of withdrawal for contracts concluded by electronic means should be as easy and directly accessible for consumers as the ordering process itself.

The requirements of Union law will be transposed into national law from 19 June 2026 by the new Section 356a of the German Civil Code (BGB)¹. The provision obliges traders to provide a withdrawal function for distance contracts concluded via an online interface. Consumers must be able to submit their declaration of withdrawal via this function directly and without any further obstacles.

¹ In the following, Section 356a of the German Civil Code (BGB) refers throughout to the revised version applicable as of 19 June 2026.

II. Scope of the new regulation

The new obligation applies to all traders who offer products to consumers by means of distance contracts (i.e., where consumers and traders do not meet in person), if the distance contracts are concluded via an online interface. The term "online interface" is broadly defined. It covers any software-based environment that enables the digital conclusion of a contract – such as websites, apps, or other interactive tools.

The obligation applies to traders regardless of their size and organisational form. In particular, there are no exceptions for small or micro-enterprises.

It is also irrelevant whether the relevant online interface is operated by the trader themselves (e.g., their own website or app) or whether it is a platform provided by a third party (e.g., an online marketplace such as eBay or Amazon). The sole decisive factor is that the trader becomes the consumer's contracting party. The trader therefore remains responsible for ensuring that the withdrawal function is also available when an online marketplace or the like is used. If necessary, the platform operator must be contractually obliged to implement it, i.e., to provide a corresponding function.

III. Legal requirements for implementation

The electronic withdrawal function, as well as the withdrawal process it provides for, must be designed in accordance with the provisions of the new Section 356a of the German Civil Code (BGB).

1. Provision of the withdrawal function

The trader must ensure that the consumer can use the withdrawal function on the online interface and submit a declaration of withdrawal via it. However,

the legislator does not make any specific technical requirements as to how the withdrawal function is to be designed. For example, a button or a specially highlighted link are conceivable. In practice, the term "withdrawal button" has become established. The following requirements are essential:

- **Labelling:** The withdrawal function must be labelled with "Withdraw from contract" or another corresponding unambiguous wording.
- **Legibility:** The withdrawal function must be clearly and unambiguously legible. The labelling must be sufficiently visually highlighted and recognisable to the average user without effort. Where relevant, the requirements of the German Accessibility Reinforcement Act (Barrierefreiheitsstärkungsgesetz) must also be observed in this context.² The withdrawal function should therefore also be perceivable for people with disabilities – where appropriate, with the aid of assistive technologies.
- **Permanent availability:** The withdrawal function must be provided and available during the entire withdrawal period (as a rule, 14 days from the relevant date for the start of the period³).

Practical note:

When merely accessing the respective online interface, it is not readily apparent which specific consumer is using it. Since the start of the withdrawal period depends on the individual case, it is therefore generally not possible to provide the withdrawal function

² See our client information dated 20 May 2025, available at <https://www.sza.de/en/thinktank/accessibility-new-legal-requirements-june-29-2025/>

³ In the context of distance selling of goods, the withdrawal period generally begins upon receipt of the

goods by the consumer. However, this presupposes that the consumer has previously been duly informed of their right of withdrawal.

only for the duration of an individually running withdrawal period. Against this background, it can be assumed that traders will in many cases provide the withdrawal function permanently as a precaution.

According to the legislative explanatory memorandum, this does not raise any competition law concerns, as the consumer does not automatically assume from the mere display of the withdrawal function that they are actually entitled to a right of withdrawal. This same reasoning can also counter the risk, feared by some, that the general provision of the button could be interpreted by courts as a voluntary granting of a right of withdrawal that goes beyond the statutory provisions.

As a precaution, an explanatory note could be included stating that the provision of the withdrawal function is in accordance with legal requirements, but this does not necessarily imply that a right of withdrawal actually exists.

- **Prominent placement:** The withdrawal function must be visually placed in a way that it clearly stands out from other navigation or information links. Placement in the footer is permissible, but requires clear highlighting, for example, through colour contrast, spacing, or a separate area.
- **Easy accessibility:** The withdrawal function must be accessible to the consumer without prior steps and without detours. It must therefore generally be provided without a prior login. According to the legislative explanatory memorandum, placement within the login area is only to be considered in exceptional cases where the contract can exclusively be concluded via a previously created user or customer account. Furthermore, the withdrawal function must be available on every sub-page of the website, so that it can be accessed directly at any time without the user having to navigate or search beforehand.

2. Information from the consumer

The withdrawal function must enable the consumer to submit a declaration of withdrawal to the trader and, in or with the declaration of withdrawal, to readily provide or confirm the following information:

- The name of the consumer,
- Information to identify the contract or the part of the contract which the consumer intends to withdraw from,
- Information on the means of electronic communication by which a confirmation of receipt of the withdrawal is to be sent to the consumer.

Practical note:

In practice, this information is regularly requested via a corresponding input mask or a short online form.

Requesting additional information would likely impede the exercise of the right of withdrawal and would therefore be impermissible – at least insofar as this concerns additional mandatory information that the consumer would have to provide in order to complete the withdrawal process.

Practical note:

Optional information – such as requesting the reason for withdrawal – should be permissible, provided it is clear that this is voluntary additional information. However, this has not yet been conclusively clarified.

It is problematic that the wording of the law does not further specify which particular information is required and permissible for the identification of the contract. As a rule, requesting an order or contract number will enable unambiguous identification and can therefore be required of the consumer. In the case of partial withdrawals – especially when multiple goods or services are the subject of a contract – the consumer must be able to specify which specific

item is being withdrawn from. This can be done, for example, through a corresponding selection option in the order summary.

3. Confirmation of the withdrawal

According to Section 356a(3) of the German Civil Code (BGB), a separate confirmation function must be provided via which the consumer finally submits their declaration of withdrawal – after entering or confirming the required information. This confirmation function must be clearly legible and labelled with “confirm withdrawal” or an unambiguously corresponding wording. The withdrawal is only effectively declared by activating the confirmation function. This two-step design is intended to ensure that the declaration is made intentionally and not triggered accidentally.

4. Confirmation of receipt

After the declaration of withdrawal has been submitted, the trader is obliged to send the consumer a confirmation of receipt on a durable medium – usually by e-mail – without undue delay. This must contain the content of the declaration as well as the date and time of its receipt.

Practical note:

However, the confirmation of receipt should not give the impression that the withdrawal has already been substantively checked or accepted.

IV. Legal consequences of infringements

If the provision of the withdrawal function is omitted or if it is implemented incorrectly, this regularly means that the statutory information obligations are also not properly fulfilled. In this case, the withdrawal period does not begin to run. The right of withdrawal then expires only twelve months and 14 days after the originally relevant date.

Furthermore, infringements of the obligations under Section 356a of the German Civil Code (BGB) constitute an infringement of consumer interests and can be penalised as a regulatory offence with a fine of up to EUR 50,000 or 4 % of the annual turnover.

Finally, a missing or faulty withdrawal function can also be considered a misleading omission within the meaning of Section 5b(1) No. 5 of the German Act Against Unfair Competition (UWG) and thus lead to claims for injunctive relief under competition law.

V. Practical implementation and outlook

By 19 June 2026, the withdrawal function must be technically implemented and reliably integrated in accordance with the legal requirements. Insofar as it is kept generally visible – i.e., regardless of the actual existence of a right of withdrawal or the expiry of the withdrawal period – it is also to be expected that companies will receive an increased number of declarations of withdrawal, even in cases where a right of withdrawal does not (or no longer) exist. Internal processes should therefore be designed at an early stage in such a way that incoming withdrawals can be recorded promptly, legally classified, and unjustified declarations can be efficiently rejected.

Furthermore, there is a need to adapt the legal texts: In the future, instructions on withdrawal must be supplemented with a reference to the existence and placement of the electronic withdrawal function. Likewise, the privacy notices must be updated, as it must be disclosed which personal data are processed in connection with the electronic withdrawal and for what purposes this is done.

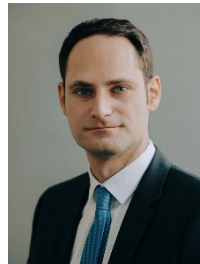
Overall, the obligation to provide an electronic withdrawal function will therefore pose not only a technical but also an organisational challenge for companies. Careful preparation is recommended to ensure a smooth process and at the same time avoid legal risks.

This client information contains only a non-binding overview of the subject area addressed in it. It does not replace legal advice. Please do not hesitate to contact us for this client information and for advice:



Dr. Thomas Nägele
Lawyer | Partner
Rechtsanwalt | Partner
Compliance, Internal Investigations | Privacy and Data Security | Intellectual Property | IT Law | Litigation & Arbitration

T +49 621 4257 222
E Thomas.Naegele@sza.de



Alexander Stolz, LL.M. (Dresden / Exeter)
Rechtsanwalt | Counsel
Commercial | Privacy and Data Security | Intellectual Property | IT Law

T +49 621 4257 222
E Alexander.Stolz@sza.de



Hannah Bräunche
Rechtsanwältin | Associate
Intellectual Property | Privacy and Data Security | Commercial

T +49 621 4257 386
E Hannah.Braeunche@sza.de



Serpil Dilbaz, LL.B.
Rechtsanwältin | Associate
Privacy and Data Security | Intellectual Property | IT Law

T +49 621 4257 222
E Serpil.Dilbaz@sza.de