JUDGMENT OF THE COURT (Fifth Chamber)
12 October 1995 *

In Case C-85/94,

REFERENCE to the Court under Article 177 of the EC Treaty by the Hof van Beroep, Brussels, for a preliminary ruling in the proceedings pending before that court between

Groupement des Producteurs, Importateurs et Agents Généraux d'Eaux Minérales Etrangères, VZW (Piageme) and Others

and

Peeters NV

on the interpretation of Articles 30, 128 and 129a of the EC Treaty and Article 14 of Council Directive 79/112/EEC of 18 December 1978 on the approximation of the laws of the Member States relating to the labelling, presentation and advertising of foodstuffs for sale to the ultimate consumer (OJ 1979 L 33, p. 1),

THE COURT (Fifth Chamber),

composed of: D. A. O. Edward (Rapporteur), President of the Chamber, J. C. Moitinho de Almeida, C. Gulmann, P. Jann and L. Sevón, Judges,

* Language of the case: Dutch.

Advocate General: G. Cosmas,
Registrar: H. A. Rühl, Principal Administrator,

after considering the written observations submitted on behalf of:

— the plaintiffs in the main proceedings, by Guy Horsmans and Aloïs Puts, of the Brussels Bar;

— Peeters NV (formerly BVBA Peeters), by Luc Dehond, of the Louvain Bar;

— the Belgian Government, by Jan Devadder, Director of Administration at the Ministry of Foreign Affairs, acting as Agent,

— the French Government, by Catherine de Salins, Deputy Director of the Legal Affairs Directorate of the Ministry of Foreign Affairs, and Philippe Martinet, Foreign Affairs Secretary in the same Directorate, acting as Agents,

— the Commission of the European Communities, by Hendrik van Lier, Legal Adviser, acting as Agent,

having regard to the Report for the Hearing,

after hearing the oral observations of the plaintiffs, Peeters NV, represented by J. Danckaerts, of the Louvain Bar, the Belgian Government, the Greek Government, represented by Michail Apessos, Assistant Legal Adviser in the State Legal

Service, and Anna Rokofyllo, Adviser at the Ministry of Foreign Affairs, acting as Agents, the United Kingdom, represented by Mark Shaw, Barrister, and the Commission, at the hearing on 6 April 1995,

after hearing the Opinion of the Advocate General at the sitting on 15 June 1995,

gives the following

Judgment

1 By judgment of 24 February 1994 received at the Court on 9 March 1994, the Hof van Beroep (Court of Appeal), Brussels, referred to the Court for a preliminary ruling under Article 177 of the EC Treaty three questions on the interpretation of Articles 30, 128 and 129a of the EC Treaty and Article 14 of Council Directive 79/112/EEC of 18 December 1978 on the approximation of the laws of the Member States relating to the labelling, presentation and advertising of foodstuffs for sale to the ultimate consumer (OJ 1979 L 33, p. 1 — 'the Directive').

2 The questions were raised in proceedings between the Groupement des Producteurs, Importateurs et Agents Généraux d'Eaux Minérales Étrangères (Piageme), Société Générale des Grandes Sources d'Eaux Minérales Françaises (SGGSEMF) and the companies Évian, Apollinaris and Vittel ('the plaintiffs') and Peeters ('the defendant').

3 The plaintiffs import and distribute various French and German mineral waters in Belgium. They consider that the defendant, which markets the mineral waters in the Flemish-speaking region, is infringing Belgian legislation since the bottles which it offers for sale are labelled either in French or German whereas in that

region, pursuant to the Belgian Royal Decree of 13 November 1986, the labelling should be in Dutch.

4 Article 11 of the Royal Decree of 13 November 1986, which replaced Article 10 of the Royal Degree of 2 October 1980 but is in identical terms, provides:

'The labelling required under Article 2 as well as that prescribed by specific rules must at least appear in the language or languages of the linguistic region where the foodstuffs are offered for sale.'

5 The plaintiffs considered that they had suffered damage and brought proceedings before the Rechtbank van Koophandel (Commercial Court), Louvain (Belgium), for an interim order that the defendant cease its sales or otherwise be subject to a periodic penalty payment.

6 The defendant contended that Article 11 of the Royal Decree of 13 November 1986 was contrary to Community law, in particular Article 30 of the EEC Treaty and Article 14 of the Directive.

7 Under Article 1(3) of the Directive:

'For the purpose of this Directive,

(a) "labelling" shall mean any words, particulars, trade marks, brand name, pictorial matter or symbol relating to a foodstuff and placed on any packaging,

document, notice, label, ring or collar accompanying or referring to such foodstuff;

...'

8 Article 3 specifies certain compulsory particulars, essentially the following:

— the name under which the product is sold;

— the list of ingredients;

— the net quantity (in the case of prepackaged foodstuffs);

— the date of minimum durability;

— any special storage conditions or conditions of use;

— the name or business name and address of the manufacturer or packager, or of a seller established within the Community;

— particulars of the place of origin or provenance in the cases where failure to give such particulars might mislead the consumer to a material degree as to the true origin or provenance of the foodstuff;

— instructions for use when it would be impossible to make appropriate use of the foodstuff in the absence of such instructions.

9 Article 14 of the Directive provides that:

'Member States shall refrain from laying down requirements more detailed than those already contained in Articles 3 to 11 concerning the manner in which the particulars provided for in Article 3 and Article 4(2) are to be shown.

The Member States shall, however, ensure that the sale of foodstuffs within their own territories is prohibited if the particulars provided for in Article 3 and Article 4(2) do not appear in a language easily understood by purchasers, unless other measures have been taken to ensure that the purchaser is informed. This provision shall not prevent such particulars from being indicated in various languages.'

10 In the circumstances the Rechtbank van Koophandel, Louvain, stayed the proceedings and referred the following question to the Court for a preliminary ruling:

'Is Article 10 of the Royal Decree of 2 October 1980, now Article 11 of the Royal Decree of 13 November 1986, contrary to Article 30 of the EEC Treaty and to Article 14 of Council Directive 79/112/EEC of 18 December 1978?'

11 In its judgment of 18 June 1991 in Case C-369/89 *Piageme and Others* [1991] ECR I-2971, the Court ruled that Articles 30 of the EEC Treaty and 14 of Directive 79/112 precluded a national law from requiring the exclusive use of a specific language for the labelling of foodstuffs, without allowing for the

possibility of using another language easily understood by purchasers or of ensuring that the purchaser was informed by other measures.

12 In the course of an appeal brought by the plaintiffs, the Hof van Beroep, Brussels, stayed proceedings and referred the following questions to the Court for a preliminary ruling:

'1. Do Article 30 of the EEC Treaty and Article 14 of Council Directive 79/112/EEC in conjunction with the provisions of Articles 128 and 129a of the EC Treaty as amended by the Treaty on European Union prevent Member States, with regard to the use of a language easily understood by consumers, from requiring the use of a language which is that most widely spoken in the area in which the product is offered for sale, if at the same time the use of a different language is not excluded?

2. In order to determine whether particulars on a label satisfy the requirement in Article 14 of Directive 79/112/EEC of the use of "a language easily understood", must regard be had exclusively to all the particulars supplied on the outer packing taken together or may account also be taken of circumstances from which it is reasonable to conclude that consumers may be considered to be familiar with the product, as for example in the case of widespread distribution of the product or wide-ranging advertising campaigns?

3. Are the "other measures ... taken to ensure that the purchaser is informed" provided for in Article 14 of the abovementioned directive thus to be taken to mean

that, conceptually, they can and must relate solely to the comprehensibility of the particulars on a label on a particular specimen of a product, or may they also relate to the entire specific context in which a product is offered for sale, provided that the information required by Articles 3 and 4(2) of Directive 79/112/EEC is given in full in a manner easily understood by the consumer?'

13 In its reference for a preliminary ruling, the national court points out in particular that Article 11 of the Royal Decree in question does not contain any provision prohibiting the use of another language easily understood by consumers, but merely provides that the particulars required must at least appear in the language or languages of the linguistic region in which the foodstuffs are to be sold. The Royal Decree does, therefore, allow for the possibility of using other languages as well as the obligatory use of the language of the linguistic region.

First question

14 The first question seeks to ascertain whether national rules making the use of a specific language obligatory in the labelling of foodstuffs are compatible with Article 30 of the EC Treaty and Article 14 of the Directive, even if they do not preclude the use of other languages at the same time.

15 The expression 'a language easily understood' used in Article 14 of the Directive is not equivalent to 'the official language of the Member State' or 'the language of the region'. It is designed to ensure that the consumer is provided with information rather than to impose the use of a specific language.

16 In contrast, other Community provisions on labelling provide expressly that the official language or languages of a Member State where the product is placed on the market must be used (see, to that effect, Article 8 of Council Directive 92/27/EEC of 31 March 1992 on the labelling of medicinal products for human use and on package leaflets (OJ 1992 L 113, p. 8)).

17 In the *Piageme* judgment, cited above, the Court held (at paragraph 16) that, on the one hand, imposing a stricter obligation than the use of a language easily understood, that is to say, for example, the exclusive use of the language of a linguistic region and, on the other hand, failing to acknowledge the possibility of ensuring that the purchaser is informed by other measures, go beyond the requirements of the Directive.

18 The obligation to use a specific language for the labelling of foodstuffs, even if the use of other languages at the same time is not precluded, also constitutes a requirement stricter than the obligation to use a language easily understood.

19 Neither Article 128 nor Article 129a of the Treaty authorize a Member State to substitute a more stringent rule for that laid down in the Directive.

20 In the light of the foregoing considerations, there is no need the examine the question in the context of Article 30.

21 The answer to the first question must therefore be that Article 14 of the Directive precludes a Member State, with regard to the use of a language easily understood by purchasers, from requiring the use of a language which is that most widely spoken in the area in which the product is offered for sale, even if the use at the same time of another language is not excluded.

Second and third questions

22 In its second and third questions, the national court seeks essentially to ascertain the factors that may or must be taken into account in determining whether the particulars that it is obligatory to give satisfy the conditions laid down in the second paragraph of Article 14 of the Directive. The two questions can be examined together.

23 The aim of Article 14 is to ensure that the consumer is given easy access to the compulsory particulars specified in the Directive.

24 In order to satisfy the need to inform and protect consumers, it is necessary for them always to have access to the compulsory particulars specified in the Directive, not only at the time of purchase, but also at that of consumption. That is particularly true as regards the date of minimum durability and any special storage conditions or conditions of use of the product.

25 It should also be borne in mind that the ultimate consumer is not necessarily the person who purchased the foodstuffs.

26 It follows that consumer protection is not ensured by measures other than labelling such as, for example, information supplied at the sales point or as part of wide-ranging advertising campaigns.

27 All the compulsory particulars specified in the Directive must appear on the labelling in a language easily understood by purchasers or by means of other measures such as designs, symbols or pictograms.

28 It is for the national court to determine in each individual case whether what appears on the labelling is such as to give consumers full information as to the compulsory particulars specified in the Directive.

29 It is also for the national court to determine in each individual case whether the compulsory particulars given in a language other than the language mainly used in the Member State or region concerned can be easily understood by consumers in that State or region.

30 As to that, various factors may be relevant, though not decisive in themselves; for example, the possible similarity of words in different languages, the widespread knowledge amongst the population concerned of more than one language, or the existence of special circumstances such as a wide-ranging advertising campaign or widespread distribution of the product, provided that it can be established that the consumer is given sufficient information.

31 The reply to the second and third questions must therefore be that all the compulsory particulars specified in Directive 79/112 must appear on the labelling in a language easily understood by consumers in the State or region concerned or by means of other measures such as designs, symbols or pictograms. The ease with which the information supplied can be understood must be assessed in the light of all the circumstances in each individual case.

Costs

32 The costs incurred by the Belgian, Greek, and French Governments, the United Kingdom, and the Commission of the European Communities, which have submitted observations to the Court, are not recoverable. Since these proceedings are, for the parties to the main proceedings, a step in the action pending before the national court, the decision on costs is a matter for that court.

On those grounds,

THE COURT (Fifth Chamber),

in answer to the questions referred to it by the Hof van Beroep, Brussels, by judgment of 24 February 1994, hereby rules:

1) Article 14 of Council Directive 79/112/EEC of 18 December 1978 on the approximation of the laws of the Member States relating to the labelling, presentation and advertising of foodstuffs for sale to the ultimate consumer precludes a Member State, with regard to the use of a language easily understood by purchasers, from requiring the use of a language which is that most widely spoken in the area in which the product is offered for sale, even if the use at the same time of another language is not excluded.

2) **All the compulsory particulars specified in Directive 79/112 must appear on the labelling in a language easily understood by consumers in the State or region concerned or by means of other measures such as designs, symbols or pictograms. The ease with which the information supplied can be understood must be assessed in the light of all the circumstances in each individual case.**

Edward Moitinho de Almeida Gulmann

Jann Sevón

Delivered in open court in Luxembourg on 12 October 1995.

R. Grass
Registrar

D. A. O. Edward
President of the Fifth Chamber