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# VBB on Belgian Business Law

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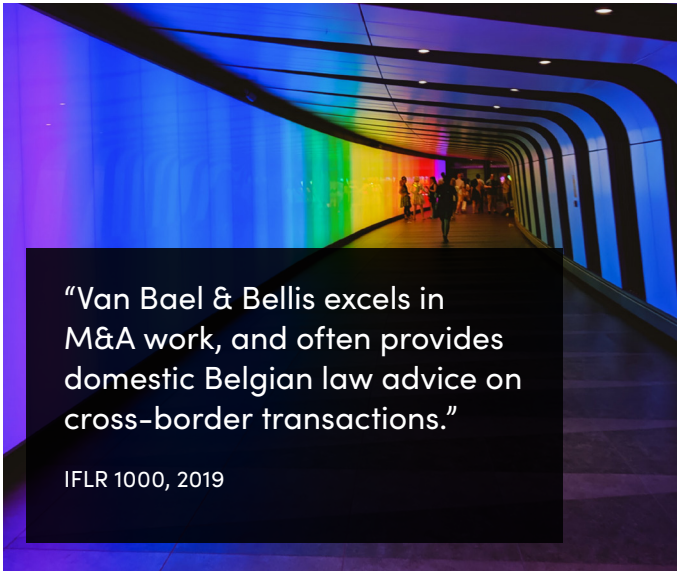
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## COMPETITION LAW

### ***Belgian Competition Authority Carries out Dawn Raids on Suppliers of Road Signage and Street Furniture***

According to a [press release](#) published on 3 March 2026, the Belgian Competition Authority (*Belgische Mededingingsautoriteit / Autorité belge de la Concurrence* – the **BCA**) carried out inspections at the premises of suppliers of road signage and street furniture.

The BCA suspects the possible manipulation of public procurement procedures (“bid rigging”) that gave rise to violations of Articles 101 and 102 of the Treaty on the Functioning of the European Union and of the equivalent statutory provisions under Belgian law.

Tackling bid rigging has become one of the cornerstones of the BCA’s activities. It prepared guidance regarding the application of the competition rules to public procurement and submitted a draft for public consultation which ran until the end of February 2026 (See, [this Newsletter, Volume 2026, N° 1](#)).

It also pursued a number of cases in that area and most recently issued fines in a case regarding the distribution of newspapers involving bpost, DPG Media, Mediahuis, PPP, and unidentified individuals (See, [this Newsletter, Volume 2026, N° 2](#)).

### ***Belgian Competition Authority Investigates AutoScout24 Platform for Possible Abuse of Dominance***

On 13 March 2026, the Belgian Competition Authority (*Belgische Mededingingsautoriteit / Autorité belge de la Concurrence* – the **BCA**) [announced](#) the opening of an investigation into AutoScout24 Belgium (**AutoScout 24**) which operates an online platform and an app that connect sellers and buyers of used vehicles.

The BCA suspects AutoScout24 of imposing “limitations on the portability of data entered on AutoScout24.be by professional sellers” which would discourage these sellers from “multi-homing” or relying on competing platforms.

The BCA opened its investigation on the basis of Article 102 of the Treaty on the Functioning of the European Union and Article IV.2 of the Belgian Code of Economic Law, which indicates that the BCA considers that AutoScout24 has a dominant position on the market for specific intermediation services.

The BCA appears to be investing significant time and resources in the digital sector. Just a couple of weeks ago, it started an investigation into Google’s possible abuse of dominance in the online advertising sector (See, [this Newsletter, Volume 2026, N° 2](#)). The digital sector features among the BCA’s enforcement priorities.

While the Google investigation followed unspecified “reports” of problematic practices, the AutoScout24 investigation is based on a formal complaint.



## COMPETITION LAW

### *Liège Court of Appeal Seeks Amicus Curiae Opinion from Belgian Competition Authority in Brewery Sector Dispute*

On 18 March 2026, the Liège Court of Appeal (*Cour d'appel de Liège* – the **Court**) delivered an interim judgment seeking an amicus curiae opinion from the Belgian Competition Authority (*Belgische Mededingingsautoriteit / Autorité belge de la Concurrence* – the **BCA**) in a dispute pertaining to the brewery sector.

This dispute concerns competition and supply conditions in the hospitality sector (hotels, restaurants, and cafés – **Horeca**) in Belgium. It pits beer supplier AB InBev Belgium (**AB InBev**) and beverage wholesaler Makart against independent beverages supplier Horeca Logistic Service Sud (**HLS**).

At the request of HLS, the Court sought the assistance of the BCA on three specific issues:

- *Market definition* – The parties disagree on the definition of the relevant market. AB InBev maintains that the market at stake is the distribution market, which must be limited to on-trade (Horeca) to the exclusion of off-trade sales (retail sale). Additionally, AB InBev argues that the on-trade segment must be further divided into direct distribution and indirect distribution through wholesalers and should not be limited to AB InBev's products. HLS disputes this market definition. According to HLS, the relevant market should include all substitutable beers from the perspective of the consumer, *i.e.*, without distinguishing between the types of beer and should also encompass the production level. HLS therefore considers that the relevant market is the market for the production and sale of all types of beer in Belgium, only segmented between on-trade and off-trade.
- *Dominant position* – The Court asks the BCA to weigh in on whether AB InBev holds a dominant position on the market. AB InBev contests having a dominant position, explaining that the decisions

finding such dominance concern broader markets of beer production and distribution and that beer production is not relevant to the dispute. AB InBev argues that at the distribution level its market share is sufficiently low for its distribution agreements to benefit from the Vertical Block Exemption Regulation (**VBER**). HLS disputes this. It contends that AB InBev's market share precludes the application of the VBER and that its agreements must therefore be subject to an individual assessment.

- *Legality of exclusivity clauses* – The Court also asks the BCA to give its view on whether AB InBev is allowed to impose a non-compete clause on Horeca outlets which prevents these outlets from obtaining other supplies, either limited to draft beer and “outdoor beers” or applicable to all drinks.

## CONSUMER LAW

***Court of Justice of European Union Clarifies when Consumer Abuses Right of Withdrawal***

On 5 March 2026, the Court of Justice of the European Union (the **CJEU**) clarified when the consumer's right of withdrawal from a distance contract may be considered to be exercised abusively within the meaning of Directive 2011/83/EU of 25 October 2011 on consumer rights (the **Directive**) (CJEU, judgment of 5 March 2026 in Case C-564/24, *Eisenberger Gerüstbau*, ECLI:EU:C:2026:151, available [here](#)).

***Background***

A dispute arose in Germany between a scaffolding company (the **company**), and a private individual (the **consumer**) in relation to renovation works on a residential building. The contract between the company and the consumer had been concluded at a distance. The consumer had been assisted by an architect of his own choosing who also drafted the contract. The company had signed the contract without making any amendments.

The company failed to inform the consumer of the right of withdrawal.

After the works had been completed and substantial payments had already been made, the consumer exercised the right of withdrawal near the end of the extended withdrawal period (12 months) and sought reimbursement of the amounts paid.

The Higher Regional Court of Berlin (the **referring court**) referred several questions to the CJEU for a preliminary ruling.

***CJEU judgment***

The key findings of the CJEU are the following:

- a person remains a consumer even if he/she is assisted by a professional (e.g., an architect);
- such assistance does not prevent the contract from qualifying as a distance contract;

- an addendum to a contract may independently qualify as a distance contract; and
- the right of withdrawal from a distance contract may be considered to have been exercised abusively, even if the formal conditions are satisfied.

The last finding is noteworthy, as the CJEU establishes limits to the exercise of consumer rights under the Directive.

The CJEU held that establishing an abuse of rights requires two cumulative elements: (i) an objective element: use of the right in a manner contrary to the purpose of the Directive; and (ii) a subjective element: intent to obtain an unfair advantage.

The CJEU noted that the mere fact that a withdrawal occurs late (even after performance of the contract) is not in itself sufficient to establish an abuse. However, an abuse may arise if it follows from the circumstances of the case that the consumer (i) played a decisive role in structuring the contract (whether or not assisted by a professional); (ii) received the full benefit of non-recoverable services; and (iii) exercised the right of withdrawal in order to avoid payment.

The final assessment is left to the referring court.

***Key takeaways***

The CJEU's judgment confirms the strong level of consumer protection under the Directive but also introduces limits to the strategic or opportunistic use of the right of withdrawal by the consumer.

For companies, the judgment provides a basis to challenge the exercise of withdrawal rights if a consumer seeks to obtain the benefit of services that have been fully or largely performed without providing any consideration.



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At the same time, the threshold for establishing an abuse of the right of withdrawal remains high and strictly fact-dependent, requiring both an objective element (use of the right contrary to its purpose) and a subjective intent to obtain an unfair advantage.

### ***Court of Justice of European Union Confirms that Flat-rate Processing Fees Fall Outside Scope of “Selling Price” under Directive 98/6/EC***

On 26 March 2026, the Court of Justice of the European Union (the **CJEU**) clarified the concept of “selling price” under Directive 98/6/EC of 16 February 1998 on consumer protection in the indication of the prices of products offered to consumers (the **Directive**), holding that flat-rate processing fees applicable below a minimum order value do not have to be included in the “selling price” within the meaning of Article 2(a) of the Directive, provided that they are clearly disclosed and genuinely avoidable (CJEU, judgment of 26 March 2026 in Case C 62/25, *Staubsaugerservice*, ECLI:EU:C:2026:256, available [here](#)).

Article 2(a) of the Directive defines the term “selling price” as “the final price for a unit of the product, or a given quantity of the product, including VAT and all other taxes”.

#### *Background*

A German online retailer marketed vacuum cleaner accessories at a price of EUR 14.90 and included the words “free 24-hour delivery throughout Germany” and “free shipping” in the header of the webpage. However, an asterisk next to the price referred to additional information indicating that a flat-rate processing fee would apply if the total order value was below a specific threshold.

The German Federal Union of Consumer Organisations and Associations (*Verbraucherzentrale Bundesverband*) challenged this pricing practice in court, arguing that the processing fees should have been included in the “selling price” of the product.

The case went up to the German Federal Court of Justice (*Bundesgerichtshof*), which decided to stay the proceedings and seek clarification from the CJEU as to whether a flat-rate processing fee, waived when a minimum order value is reached, must be included in the “selling price” within the meaning of Article 2(a) of the Directive.

#### *CJEU Judgment*

The key findings of the CJEU are the following:

- The term “selling price” as defined in Article 2(a) of the Directive refers to the final price per unit, including only those components that are unavoidable and necessarily payable by the consumer.
- Flat-rate processing fees linked to a minimum order value are not necessarily payable, as consumers can avoid them by increasing the value of their order.
- Such flat-rate processing fees therefore do not have to be included in the “selling price” provided that (i) they are clearly, transparently and separately indicated; and (ii) the minimum threshold is not set in such a way that the fee becomes unavoidable in practice.

#### *Key takeaways*

Businesses should ensure that an average consumer who is reasonably well informed, observant and circumspect can easily determine the total price payable, including any additional costs, at the time of purchase. Businesses should also assess whether the possibility for consumers to avoid paying flat-rate processing costs is genuine, having regard to the amount of the applicable threshold.



## DATA PROTECTION

### ***According to Court of Justice of European Union, Even First Data Subject Request for Access Can Be Abusive***

On 19 March 2026, the Court of Justice of the European Union (the **CJEU**) delivered its judgment in case [C-526/24 Brillen Rottler](#). The CJEU held that, in specific circumstances, a controller may treat a first request for access to personal data under Article 15 of the General Data Protection Regulation (**GDPR**) as ‘excessive’ within the meaning of Article 12(5) GDPR, if that request was made abusively. The judgment also clarifies the scope of the right to compensation under Article 82 GDPR in the context of infringements of data subject rights.

#### *Background*

In March 2023, TC subscribed to the newsletter of Brillen Rottler (the **Controller**), a family-run optician, by providing his personal data and consenting to its processing. Thirteen days later, TC submitted a request for access to his personal data pursuant to Article 15 GDPR.

Within the one-month period laid down by the GDPR, the Controller refused to act on the request on the basis of Article 12(5) GDPR, which allows controllers to decline to act when a data subject request is manifestly unfounded or excessive. In support of its refusal, the Controller relied on publicly available reports, blog posts, and legal newsletter articles which, in its view, showed that TC systematically subscribed to newsletters, submitted access requests, and subsequently sought compensation when those requests were not complied with. TC disputed that his request was abusive and insisted that it had been validly made. He further claimed at least EUR 1,000 in compensation for non-material damage under Article 82 GDPR.

The Local Court in Arnsberg referred several questions to the CJEU, asking in essence: (i) whether a first access request can be ‘excessive’; (ii) whether compensation under Article 82 GDPR extends to infringements of the right of access; and (iii) what constitutes recoverable non-material damage in this context.

#### *First access request may be considered ‘excessive’*

The CJEU held that the number of requests made by the data subject is not, in itself, decisive. The term ‘excessive’ in Article 12(5) GDPR has both a quantitative and a qualitative dimension, while the reference to the “repetitive character” of requests is merely illustrative. Accordingly, even a single request for access may be refused if the controller establishes, in the light of all the relevant circumstances, that the request was made abusively, that is, not for the purpose of becoming aware of the processing of personal data or verifying its lawfulness, but in order to artificially create the conditions for a claim for compensation.

In reaching that conclusion, the CJEU applied the general principle that EU law cannot be relied on for abusive or fraudulent ends. At the same time, it emphasised that this exception must be interpreted narrowly. The burden of proof lies on the controller, and the conditions under which a request may be characterised as excessive must be applied restrictively.

#### *Article 82 GDPR also covers infringement of right of access*

The CJEU also confirmed that the right to compensation under Article 82(1) GDPR is not confined to damage caused by unlawful “processing” of personal data. That provision refers more broadly to damage suffered “as a result of an infringement of [the GDPR]” and is therefore not limited to infringements linked directly to processing operations. According to the CJEU, to make compensation conditional on the existence of unlawful processing would exclude cases in which a controller fails to comply with data subject rights and would deprive Article 82 GDPR of part of its practical effect. It follows that a data subject may, as a matter of principle, seek compensation where a controller unlawfully refuses to comply with a request for access.



## DATA PROTECTION

*Loss of control may constitute damage that qualifies for compensation, unless data subject's conduct is decisive cause of damage*

Finally, the CJEU reiterated that non-material damage within the meaning of Article 82 GDPR can include loss of control over personal data and uncertainty as to whether data has been processed. There is no *de minimis* threshold but the damage cannot be presumed from the mere occurrence of an infringement. The data subject must therefore establish that he or she has suffered actual and certain damage, distinct from the infringement itself.

The CJEU nevertheless held that the required causal link between the infringement and the alleged damage may be broken if the conduct of the data subject is the decisive cause of that damage. Therefore, when a data subject deliberately provides personal data to a controller for the sole purpose of artificially triggering a right of access with a view to claiming compensation, the resulting loss of control or uncertainty as to the processing of that data cannot give rise to a right to compensation.

### *Conclusion*

The judgment does not fundamentally reshape the law, but it provides welcome clarification for cases in which the right of access is invoked abusively. This reading is also reflected in the European Commission's Digital Omnibus proposal of 19 November 2025, which should amend Article 12 GDPR in broadly the same direction. Controllers must not refuse a request for access on the basis of a mere suspicion, controllers bear the burden of proving that the request is abusive, and that burden is high. In practice, this means that controllers may often be better advised to comply with the request unless they have carefully documented evidence showing that the request was not meant to obtain information regarding the processing of personal data, but was made solely in order to create the conditions for a claim for compensation.

## INTELLECTUAL PROPERTY

### *Court of Justice of European Union Defines Copyright Protection for Critical Editions of Works in Public Domain*

On 19 March 2026, the Court of Justice of the European Union (the **CJEU**) delivered its judgment in case *Institutul G. Călinescu* (C-649/23). The judgment follows from a request for a preliminary ruling by the Romanian High Court of Cassation and Justice (the **Referring Court**) and addresses the question whether a critical edition of a work in the public domain may qualify as a copyright-protected “work” under Article 2(a) of Directive 2001/29/EC of the European Parliament and of the Council of 22 May 2001 on the harmonisation of certain aspects of copyright and related rights in the information society (the **Infosoc Directive**).

#### *Background*

The judgment arose from a dispute concerning the copyright protection of a critical edition prepared by Dan Slușanschi of a work written in Latin by Prince Dimitrie Cantemir that had fallen into the public domain. Following Mr. Slușanschi’s death, his work was used in a subsequent publication by the National Foundation for Science and Art (**NFSA**). Mr. Slușanschi’s heirs brought an action before the Tribunalul București (the **Bucharest Court**) for infringement of copyright in respect of the Slușanschi critical edition published by the NFSA.

Both in first instance and on appeal, the courts found that Mr. Slușanschi’s critical edition qualified as a copyright-protected derivative work and ruled that both his moral and economic rights had been infringed. On appeal before the Referring Court, the NFSA argued that the critical edition leaves little or no room for free and creative choices since the author’s sole purpose is to use his or her professional skills to identify, where the original author’s intention is unclear from the manuscripts, the versions of the text closest to that intention, and never to replace it with that of the author of the critical edition. The Referring Court therefore asked the CJEU whether a critical edition of a work in the public domain, accompanied by commentary and critical apparatus, can constitute a “work” protected by copyright under Article 2(a) Infosoc Directive.

#### *CJEU’s Judgment*

Referring to its established case law, the CJEU observed that the concept of a ‘work’ requires two cumulative conditions to be satisfied: (i) the existence of an original subject matter, in the sense that it is both necessary and sufficient that that subject matter reflects the personality of its author, by expressing the latter’s free and creative choices, and, (ii) the existence of a subject matter that is identifiable with sufficient precision and objectivity.

As regards a critical edition, the originality may result from the author’s choices in selecting, arranging and combining words as well as from the author’s linguistic expression, irrespective of the skill involved in producing the work. In addition, originality may be assessed in light of the overall composition of the critical edition, including the structure of the work, its layout, and the arrangement of the original text in relation to the accompanying commentary and critical apparatus.

In the present case, the Referring Court indicated that the Slușanschi edition was not a mere facsimile or simple transcription, but rather involved corrections, additions and explanatory material intended to restore the original text in a complete and intelligible form. On that basis, the CJEU considered that such an edition may satisfy the originality requirement, although this is for the Referring Court to assess definitively.

The CJEU further noted that a critical edition may, as a whole, constitute an identifiable object for the purposes of copyright protection. It is therefore not necessary to distinguish between the parts corresponding to the original work and the editor’s comments or critical notes in order to determine which elements are protected. Such an approach would risk fragmenting a work whose meaning lies in its overall structure, particularly if the commentary and critical apparatus are closely linked to specific parts of the original text which they aim to explain or reconstruct.

## INTELLECTUAL PROPERTY

### *Critical Assessment*

This judgment is in line with established case law of the CJEU on the notion of originality and clarifies that derivative works may also benefit from copyright protection if they satisfy the conditions for such protection, *i.e.*, if the derivative work reflects the personality of its author by expressing his or her free and creative choices.

The judgment of the CJEU can be found [here](#).

### **Brussels Enterprise Court Confirms Copyright Protection for Furniture Designs**

On 29 January 2026, the Dutch-language Enterprise Court of Brussels (*Ondernemingsrechtbank / Tribunal de l'entreprise* - the **Court**) delivered a judgment in a dispute regarding the alleged copyright infringements concerning several furniture designs.

Gommaire, a Belgian interior design firm, discovered in 2024 that a competitor (the **Defendant**) was offering multiple furniture items online that were alleged copies of Gommaire's designs. Gommaire brought a copyright-infringement action and argued that the similarities were not coincidental: in 2020–2021 the Defendant had purchased a number of Gommaire items, which allegedly demonstrated prior knowledge by the Defendant of the protected works. The Defendant temporarily removed some products from its website but continued to dispute any infringement and brought a counteraction seeking invalidation of two Benelux designs owned by Gommaire.

Referring to the recent case law of the Court of Justice of the European Union (*Mio* (C-580/23) and *Konektra* (C-795/23)), the Court confirmed that applied art enjoys full copyright protection when the design reflects the author's free and creative choices rather than mere stylistic trends, functional requirements or generic design idioms. It rejected any notion of a heightened originality threshold for furniture design, confirming that originality depends solely on the specific configuration of shapes, proportions, structure, lines and detailing that express the designer's creative

personality. Trends like “boho” or “Indonesian style” do not prevent protection as long as the claimant shows that its design's individual arrangement of elements is the result of free and creative choices.

In assessing copyright infringement, the Court held that the correct test is whether the creative elements of the protected work remain recognisably reproduced in the contested product. Overall similarity, market style proximity or minor differences in finishing are irrelevant if the expressive features that create the work's originality remain identifiable. In five furniture pairs, the Court found that the Defendant's products reproduced Gommaire's characteristic structural compositions, line choices and proportions in a manner that a well-informed observer would recognise. In contrast, two designs lacked sufficient proof of reproduction of their core creative features; here, the differences in rhythm, spacing, proportions and detailing were sufficiently material to preclude infringement. Gommaire had also failed to articulate clearly which creative elements were allegedly taken, and this evidentiary lacuna weighed against finding liability.

The Court further clarified that the online use of images – even when a product is not offered for sale – qualifies as an act of communication to the public. The use of protected designs in project photos, mood images or inspiration pages still constitutes commercial exploitation since the business intentionally publishes the images to promote its activities. As a result, the presence of the protected works on the Defendant's website was itself an infringement of Gommaire's copyrights.

On that basis, the Court granted broad injunctive relief, imposed daily penalties, and crafted a detailed information order. The scope of the injunction included displaying, offering and distributing infringing items directed at Belgium, including online channels. The information order required disclosure of suppliers, production and sales data, and pricing, supported by documents, recognising that supply-chain transparency is essential to effective IP enforcement.



## INTELLECTUAL PROPERTY

The judgment confirms that furniture and applied art benefit fully from copyright protection, without stricter thresholds, provided that creative choices can be demonstrated. Furthermore, the infringement analysis hinges on the recognisability of creative elements, not superficial differences or participation in the same design trend. Moreover, online use is a copyright relevant act, making image based enforcement strategically important for design driven brands. Finally, the judgment reflects a desire to impose robust enforcement actions, such as cease and desist orders, significant daily penalties and extensive disclosure obligations.

The judgment can be found [here](#).

## LABOUR LAW

**Supreme Court Clarifies Economic Interdependence Test for Target Group Reductions for First Hires***Introduction*

Under the Programme Law of 24 December 2002 (the **Programme Law**), new employers may benefit from a reduction of social security contributions for their first hires, known as the “target group reduction for first hires” (*doelgroepvermindering eerste aanwervingen / réduction groupe-cible premiers engagements*).

However, the Programme Law excludes this benefit if the newly hired employee replaces an employee who was active in the same technical business unit (*technische bedrijfseenheid / unité technique d'exploitation - TBU*) during the four quarters preceding the hiring. A TBU is defined as a unit comprising several legal entities, with a demonstrable social connection and with simultaneous or historical socio-economic interdependence.

In a [judgment](#) of 9 February 2026, the Supreme Court clarified how economic interdependence must be assessed in this context. The case arose from a dispute between the National Social Security Office (*Rijksdienst voor Sociale Zekerheid / Office National de Sécurité Sociale - NSSO*) and a company claiming a target group reduction for first hires in a situation in which this benefit was already applied by another group company. The French-language Labour Court of Brussels had ruled that no TBU existed due to a lack of economic interdependence and, as a result, no exclusion of the application of the target group reduction for first hires applied. The NSSO challenged this judgment before the Supreme Court.

*Genuine Increase in Workforce*

In its judgment, the Supreme Court confirmed that the Programme Law aims to prevent artificial restructurings without genuine job creation. Therefore, the target group reduction for first hires only applies if the new recruitment results in a genuine increase in the workforce within the relevant TBU.

*Assessment of Economic Interdependence*

Furthermore, the Supreme Court noted that the existence of a TBU requires a factual assessment which should be carried out on the basis of social and economic criteria to determine whether the new employer is socially and economically interdependent with another group company.

In the case at hand, social interdependence between the group companies was not disputed, given the existence of common management and shareholders between the entities. However, the French-language Labour Court of Brussels rejected economic interdependence, pointing to differences in activities, workforce, skills, employment conditions and clients, despite acknowledging a degree of complementarity between the activities.

The Supreme Court rejected this reasoning. It held that the mere fact that activities are complementary but different does not exclude economic interdependence. The decisive question is whether the entities can operate independently. As a rule, entities are economically interdependent when their links are such that they cannot exist without each other.

According to the Supreme Court, the French-language Labour Court of Brussels failed to carry out this assessment, as it did not examine whether the activities could exist independently. By applying an incorrect test, it breached the Programme Law.

*Key Takeaways*

This judgment provides important guidance for employers seeking to benefit from target group reductions within the same TBU:



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- target group reductions only apply when there is a genuine increase in workforce;
- complementary but different activities do not exclude interdependence; and
- the assessment is functional: the decisive question is whether entities can operate independently.

This judgment is also relevant in practice, as the NSSO and social inspection authorities traditionally already adopt a broad interpretation of the concept of a TBU to deny target group reductions for first hires.



## LITIGATION

### ***Interpretation of Judgments Does Not Suspend Their Enforceability***

#### *Introduction*

On 19 February 2026, the Supreme Court (*Hof van Cassatie / Cour de Cassation*) delivered an important judgment clarifying that a request for interpretation of a judgment pursuant to Article 793 of the Judicial Code (the **Jud. C.**) does not suspend the enforceability of the original judgment, nor the running of any associated penalties. The ruling reaffirms the strictly declaratory nature of interpretation proceedings and confirms that such proceedings cannot be used as a tactic to delay execution.

#### *Background*

The case concerned a 2017 judgment imposing remedial measures on the defendants, enforceable under forfeiture of a penalty payment (*dwangsom / astreinte*). The defendants argued that the judgment was unclear and initiated interpretation proceedings. In a judgment of 1 October 2024, the Court of Appeal of Ghent held that the original judgment lacked clarity and that its enforceability - and thus the running of penalties - only began upon service of the subsequent interpretation judgment.

The Flemish Housing Inspectorate (*Wooninspecteur van het Vlaamse Gewest*) challenged this judgment before the Supreme Court, arguing that the Court of Appeal had misconstrued Article 793 Jud. C.

#### *Supreme Court Reasoning*

The Supreme Court noted that Article 793 Jud. C. allows a judge to interpret an unclear or ambiguous judgment, but only to clarify its meaning. The judge must not broaden, restrict, or alter the rights already established. Interpretation is therefore a strictly declaratory exercise.

The Court further emphasised that an interpretation judgment is deemed to have effect from the moment of the original judgment. The clarification does not create a new legal state; it simply explains the decision as it was to be understood from the outset.

Crucially, the Court held that filing a request for interpretation does not suspend the enforceability of the original judgment, nor its execution or the running of an accompanying penalty payment.

The Court of Appeal therefore erred in holding that the penalty only became enforceable after the service of the interpretation judgment. By attaching a suspensive effect to the uncertainty alleged by the defendants, the appellate court misapplied Article 793 Jud. C.

The Supreme Court thus quashed the challenged judgment and referred the case to the Antwerp Court of Appeal.

#### *Conclusion*

Interpretation proceedings pursuant to Article 793 Jud. C. cannot be used to delay or suspend the enforceability of a judgment. An interpretation judgment merely clarifies the meaning of the original judgment and operates retroactively.

The ruling serves as a reminder that:

- parties cannot avoid compliance or delay enforcement by alleging ambiguity and requesting interpretation;
- penalty payments continue to run during interpretation proceedings; and
- only explicit statutory provisions or judicial measures—not Article 793 Jud. C.—can suspend the enforceability of a judgment.

The judgment of 19 February 2026 can be found [here](#).

## PRODUCT LIABILITY

### *Court of Justice of European Union Clarifies Relationship Between Product Liability, Fault-Based Liability and Limitation Periods in Progressive Injury Cases*

On 26 March 2026, the Court of Justice of the European Union (the **CJEU**) delivered a judgment on the interpretation of Directive 85/374/EEC of 25 July 1985 on the approximation of the laws, regulations and administrative provisions of the Member States concerning liability for defective products (the **Directive**). The CJEU held that injured persons may rely on national fault-based liability alongside the Directive, provided the claim is grounded in autonomous wrongful conduct rather than in the mere defective nature of the product. At the same time, the CJEU confirmed that the Directive's limitation rules cannot be circumvented, even in cases involving progressive illness: the three-year limitation period (Article 10 of the Directive) starts to run once the damage is sufficiently apparent and can be linked to the defective product, and the ten-year long-stop limitation period begins on the date on which the producer put into circulation the actual product which caused the damage (Article 11 of the Directive) (CJEU, judgment of 26 March 2026 in case C-338/24, *Sanofi Pasteur*, ECLI:EU:C:2026:248, available [here](#)).

#### *Background*

The case arose from an action brought by a French citizen (the **consumer**) against Sanofi Pasteur SA (the **company**) for alleged harm following vaccination. The consumer claimed that she had suffered from a progressive illness linked to a vaccine manufactured by the company and brought proceedings on two bases: (i) the product liability regime under the Directive; and (ii) the general fault-based liability regime under French law.

Her claims were dismissed at first instance and on appeal as time-barred. On further appeal, however, the French Supreme Court overturned the appeals judgment holding that, in the case of a progressive illness, the three-year limitation period cannot begin to run before the damage has stabilised.

The Supreme Court referred the case back to the Court of Appeal of Rouen (the **referring court**).

The referring court wondered whether the Supreme Court's interpretation of the starting point of the three-year limitation period is compatible with the Directive. It also expressed doubts as to the coexistence of fault-based liability and no-fault product liability, and as to the compatibility of the Directive's ten-year long-stop limitation period with the right of access to a court if damage results from a progressive illness. This is why it referred several questions to the CJEU for a preliminary ruling.

#### *CJEU Judgment*

The principal findings of the CJEU are the following:

- An injured person may bring an action under a national fault-based liability regime alongside the no-fault product liability regime under the Directive, provided the legal basis for the action does not stem from the defectiveness of the product (e.g., in the present case, the consumer argued that the company acted wrongfully by maintaining the vaccine in circulation despite being aware of its lack of safety, and argued that the company also failed to comply with its duty of care as regards the known risks posed by the product at issue).
- The three-year limitation period for product liability under the Directive begins to run when the injured person becomes aware, or should reasonably have become aware, of the damage linked to the defective product once it has become definitely apparent, as well as of the defect and the identity of the producer. The CJEU expressly rejected the view that this period can only start once the damage has stabilised.

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- The ten-year long-stop limitation period for product liability under the Directive even applies to cases involving progressive illness. The CJEU confirmed that this view is compatible with the right to an effective remedy enshrined in Article 47 of the Charter of Fundamental Rights of the EU and does not deprive persons suffering from progressive illness of effective access to a court.

### *Key takeaways*

The CJEU's judgment is particularly relevant for companies when dealing with claims relating to progressive or long-term injuries, as it clarifies both the scope of available claims and the applicable limitation framework.

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