

# Austria



Wien / Vienna

## LEGAL GUARANTEE

*“Gewährleistung” or “Mängelansprüche” in German*

Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.

### What is the duration of this legal guarantee for new and second-hand goods?

The duration of the guarantee is normally **2 years** and can be reduced to 1 year for second-hand goods. Special rules apply for the purchase of animals.

### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

### By when must the consumer notify the seller of any defects?

The consumer must act within a reasonable period of noticing the defect, but there is no specific deadline other than the legal prescription period of 2 years from delivery of the good.

### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the good was not defective (“reversal of burden of proof”). **After that, the consumer** must prove that it was.

### Is there a third party testing body to assist with providing proof?

The consumer can ask any repair shop for an expert opinion, but they do not have to give one and their opinion might not be recognised by the seller. In the event of a court procedure, the judge may accept the consumer’s expert’s opinion or ask for an independent expert opinion.

### What remedies is the consumer entitled to free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair or replacement**, according to the consumer’s wishes, within a reasonable time frame and free of charge. **Secondly, refund or reduction** of the purchase price if repair or replacement is impossible, but only under certain conditions. There is no deadline for implementing a solution.

### Is the repaired/replaced product covered by a new guarantee?

If the good has been **repaired or replaced**, a new **2-year** guarantee starts for the repaired or replaced part (so the same defect will have to occur for the item to be covered by the legal guarantee). This applies only if the seller made the repair or replacement under the legal guarantee and not “out of goodwill”.

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

Only if the importer or producer offer their own commercial warranty, although recourse may exist if the defective product caused economic or bodily harm.

### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **2 years** for new goods (1 year for second-hand), unless there is a suspension of the statutory limitation period.

### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

Yes. There is a legal guarantee of 3 years for immovable property defects.

## COMMERCIAL WARRANTY

A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.

### Who is responsible for the application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document or in a durable and accessible format.

### What information is required?

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and a **reminder of the legal guarantee**.

# Belgium



Bruxelles / Brussels

## LEGAL GUARANTEE

“Garantie légale” in French, “Wettelijke garantie” in Dutch

Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.

### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **2 years** but can be reduced to 1 year for second-hand goods.

### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

### By when must the consumer notify the seller of any defects?

The seller can oblige the consumer to notify him/her of any defects within **2 months**.

### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective (“reversal of burden of proof”). **After that, the consumer** must prove that it was.

### Is there a third party testing body to assist with providing proof?

**The consumer** can ask any repair shop for an expert opinion, but it might not be accepted by the seller. In the event of a court procedure, the judge may accept the consumer’s expert’s opinion or ask for an independent expert opinion.

### What remedies is the consumer entitled to free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair or replacement** according to the consumer’s wishes within a reasonable time frame and free of charge. **Secondly, refund or reduction of the purchase price** if repair or replacement are not possible within a reasonable time frame. What is considered a reasonable time frame can vary between cases. When contacting a trader in writing to ask for application of the legal guarantee, the consumer should fix a deadline for remedy and inform the trader that if this deadline is not met, the consumer will cancel the contract or ask for a reduction in the purchase price.

### Is the repaired/replaced product covered by a new guarantee?

**No.** The guarantee period is only extended by the time necessary for repair or replacement.

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

Only if the intermediary offers their own commercial warranty.

### If no amicable solution can be found, what is the deadline for taking the case to court?

Anytime within the legal guarantee period of 2 years or **1 year** from the date on which the consumer becomes aware of the defect.

### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

**A guarantee against hidden defects**, but the consumer must prove the existence of any such defect.

## COMMERCIAL WARRANTY

A trader is free to decide to offer a commercial warranty and to fix the conditions.

### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

### Is it free of charge?

Not necessarily. The trader is free to fix the conditions, so it can be free of charge or offered against payment.

### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document or in a durable and accessible format.

### What information is required?

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and **a reminder of the legal guarantee**.

# Bulgaria



София / Sofia



## LEGAL GUARANTEE

*законова гаранция in Bulgarian*

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **2 years** for new and second-hand goods.

### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

### By when must the consumer notify the seller of any defects?

Within **2 months** of noticing the defect.

### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was.

### Is there a third party testing body to assist with providing proof?

The consumer can ask any repair shop for an expert opinion, but this might not be accepted by the seller. In the event of a court procedure, an expert is appointed by the judge from a list.

### What remedies is the consumer entitled to free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair or replacement** according to the consumer's wishes and free of charge. **Secondly, reduction** of the purchase price or **refund** if the **one-month** legal deadline for applying the guarantee is not met by the seller.

### Is the repaired/replaced product covered by a new guarantee?

**No.** The legal guarantee period is only extended by the time necessary for repair or replacement.

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

The law does not provide for the consumer to make a claim against the importer or any other intermediary.

### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **2 years** from delivery of the good, unless there is a suspension of the statutory limitation period.

### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

Yes. There is a guarantee for construction work of from 5 to 10 years.

## COMMERCIAL WARRANTY

*A trader is free to decide to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document or in a durable and accessible format.

### What information is required?

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and **a reminder of the legal guarantee.**

# Croatia



## LEGAL GUARANTEE

ODGOVORNOST ZA MATERIJALNE NEDOSTATKE in Croatian

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **2 years** but can be reduced to 1 year for second-hand goods.

### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

### By when must the consumer notify the seller of any defects?

Within **2 months** of noticing the defect.

### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was.

### Is there a third party testing body to assist with providing proof?

The consumer can ask any repair shop for an expert opinion, but it might not be accepted by the seller. In the event of a court procedure, the judge may accept the consumer's expert's opinion or ask for an independent expert opinion.

### What remedies is the consumer entitled to free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair or replacement** according to the consumer's wishes, within a reasonable time frame and free of charge. **Secondly, refund or reduction** of the purchase price if repair or replacement is not possible within a reasonable time frame. There is no deadline for implementing a solution.

### Is the repaired/replaced product covered by a new guarantee?

**Yes.** If the product is repaired or replaced a new **2-year** guarantee comes into force.

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

Only if the intermediary offers their own commercial warranty.

### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **2 years** (1 year for second-hand products) from delivery of the good, unless there is a suspension of the statutory limitation period.

### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

Yes. For immovable property there is a 10-year legal guarantee against defects.

## COMMERCIAL WARRANTY

*A trader is free to decide to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

### Does it have to be confirmed in writing?

The seller must provide the commercial warranty in a written document and at the request of the consumer.

### What information is required?

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and **a reminder of the legal guarantee.**

# Cyprus

Λευκωσία / Lefkosía / Nicosia

## LEGAL GUARANTEE

### Εγγυήσεις in Cyprus

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

#### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **2 years** but can be reduced to 1 year for second-hand goods.

#### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

#### By when must the consumer notify the seller of any defects?

Within **2 months** of noticing the defect.

#### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective ("reversal of burden of proof").

#### Is there a third party testing body to assist with providing proof?

The consumer can ask any repair shop for an expert opinion, but it might not be accepted by the seller. In the event of a court procedure, the judge may accept the consumer's expert's opinion, or ask for an independent expert opinion.

#### What remedies is the consumer entitled to free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair or replacement**, according to the consumer's wishes and free of charge. **Secondly, refund or reduction** of the purchase price if repair or replacement is impossible within a reasonable time frame. There is no deadline for implementing a solution.

#### Is the repaired/replaced product covered by a new guarantee?

**No.** The guarantee period is only extended by the time necessary for repair or replacement.

#### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

No. Only the final seller can pursue remedies against the producer or a previous seller.

#### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **2 years** from the delivery of the good, unless there is a suspension of the statutory limitation period.

#### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

No.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

#### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

#### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

#### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

#### Does it have to be confirmed in writing?

The law does not oblige the seller to confirm the legal warranty in writing, but it must be explained in plain, simple, clear and understandable terms.

#### What information is required?

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and **a reminder of the legal guarantee**.



# Czech Republic



## LEGAL GUARANTEE

**ZÁKONNÁ ODPOVĚDNOST ZA VADY VĚCI in Czech**

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

### What is the duration of this legal guarantee for new and secondhand goods?

Normally, the duration is **2 years**, but can be shorter for goods with a shorter expected lifespan. It can also be reduced to 1 year for second-hand goods.

### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions. Even if the seller tells the consumer to contact an authorised service organisation, he/she is still responsible for the application of the legal guarantee.

### By when must the consumer notify the seller of any defects?

The consumer must act within a reasonable period of noticing the defect, but there is no specific deadline other than the legal prescription period of 3 years from when the claim is made.

### Who has to prove the presence /absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was.

### Is there a third party testing body to assist with providing proof?

The Ministry of Justice has an official list of independent experts whom consumers and sellers can contact. The consumer has to pay for an expert opinion and may be able to claim the money back later along with the other costs incurred from making the claim.

### What remedies is the consumer entitled to free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair or replacement**, according to the consumer's wishes, within a reasonable time frame and free of charge. However, the consumer cannot have the product replaced if this is not proportionate to the extent of the defect. **Secondly, refund or reduction** of the purchase price if repair or replacement is impossible, but only under certain conditions. The time frame for applying the guarantee is 30 days. This period can be extended only with the consumer's explicit agreement.

### Is the repaired/replaced product covered by a new guarantee?

**No**, only by the original legal guarantee.

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

The consumer should only return goods directly to the seller.

### If no amicable solution can be found, what is the deadline for taking the case to court?

The general prescription period is **3 years** from when the claim is made.

### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

There is a legal guarantee of 5 years for immovable property defects.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions.*

*This does not influence the legal guarantee.*

### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor.

### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

### Does it have to be confirmed in writing?

The seller must provide the commercial warranty in a written document at the request of the consumer.

### What information is required?

**A reminder of the legal guarantee.**

# Denmark



## LEGAL GUARANTEE

*reklamationsret in Danish*

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **2 years** for new and second-hand goods.

### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

### By when must the consumer notify the seller of any defects?

The consumer must act within a reasonable period of noticing the defect.

### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was.

### Is there a third party testing body to assist with providing proof?

Many Danish Alternative Dispute Resolution bodies have their own experts who will be asked for an opinion where necessary.

### To what remedies is the consumer entitled free of charge? Is there a deadline for implementing the solution?

There is a hierarchy of remedies. In the first instance, the consumer can choose **repair or replacement** of the product. **Reduction of the purchase price or a refund** are only available if the defect is significant. The solution has to be implemented within a reasonable time frame, otherwise the defect is considered significant and the consumer is entitled to a refund.

### Is the repaired/replaced product covered by a new guarantee?

If the product is **replaced**, the legal guarantee runs for **a further 2 years**. If it is repaired, the repair is covered for **3 years** (the normal statutory limitation period).

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

Danish law does not provide for such a possibility. The consumer must complain to the seller.

### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **3 years** from the discovery of the defect or the moment the defect ought to have been discovered, unless there is a suspension of the statutory limitation period.

### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

No.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

### What is the average duration of a commercial warranty?

It varies from warranty to warranty.

### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

### Does it have to be confirmed in writing?

Not known.

### What information is required?

Not known.

# Estonia



Tallinn

## LEGAL GUARANTEE

*pretensiooni esitamise õigus in Estonian*

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

**What is the duration of this legal guarantee for new and second-hand goods?**

The duration is **2 years** for new and second-hand goods.

**If the product is defective, who is responsible for putting things right?**

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

**By when must the consumer notify the seller of any defects?**

Within **2 months** of noticing the defect.

**Who has to prove the presence/absence of a defect and how long do they have to do this?**

**During the first 6 months the seller** must prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was.

**Is there a third party testing body to assist with providing proof?**

The consumer can ask any repair shop for an expert opinion, but this might not be accepted by the seller. In the event of a court procedure, the judge may accept the consumer's expert's opinion, or ask for an independent expert opinion. There are also specialist bureaus that provide expert opinions.

**To what remedies is the consumer entitled free of charge? Is there a deadline for implementing the solution?**

There is a so-called hierarchy of remedies. **Firstly, repair or replacement** within a reasonable time frame and free of charge for the consumer. **Secondly, refund or reduction** of the purchase price if repair or replacement is impossible. There is no deadline for implementing a solution.

**Is the repaired/replaced product covered by a new guarantee?**

**Yes.** If a product is repaired or replaced, a new **2-year** guarantee comes into force.

**Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?**

The consumer has no legal right to return goods to the producer or the importer in the event of a defect. However, it may be worth trying if the seller is no longer in business, as a positive outcome might ensue if the producer or importer is cooperative.

**If no amicable solution can be found, what is the deadline for taking the case to court?**

The general prescription period for civil claims is **3 years** from delivery of the good, unless there is a suspension of the statutory limitation period.

**Are any other legal guarantees laid down in national law?**

No.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

**Who is responsible for application of the warranty?**

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

**What is the average duration of a commercial warranty?**

In most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

**Is it free of charge?**

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

**Does it have to be confirmed in writing?**

The seller must provide the commercial warranty in writing at the request of the consumer.

**What information is required?**

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and **a reminder of the legal guarantee.**



# Finland



Helsingfors / Helsinki

## LEGAL GUARANTEE

*lakisääteinen virhevastuu in Finnish*

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **based on the expected lifespan** for both new and second-hand goods.

### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

### By when must the consumer notify the seller of any defects?

The consumer must notify the seller within a reasonable time of when he/she discovered or ought to have discovered the defect. Notification within two months of discovering the defect is always considered reasonable.

### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was.

### Is there a third party testing body to assist with providing proof?

The consumer can ask any repair shop for an expert opinion, but it might not be accepted by the seller. In the event of a court procedure, the judge may accept the consumer's expert's opinion or ask for an independent expert opinion.

### To what remedies is the consumer entitled free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair or replacement** within a reasonable time frame and free of charge, although the seller has the right to try to repair the product before replacing it. **Secondly, refund or reduction** of the purchase price if repair or replacement is impossible, but only under certain conditions. There is no deadline for implementing a solution.

### Is the repaired/replaced product covered by a new guarantee?

There is no explicit rule for this.

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

**Yes**, according to **Finnish legislation** and subject to certain restrictions, the consumer can direct a claim related to defective goods to an intermediary who supplied the good for resale at an earlier point in the supply chain.

### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is 3 years from the discovery of the defect or the moment the defect ought to have been discovered, unless there is a suspension of the statutory limitation period. A suspension can be arranged informally or through official channels.

### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

No.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment. **If such arrangements involve additional costs, they may not be called warranties.**

### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document or in a durable and accessible format.

### What information is required?

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and **a reminder of the legal guarantee.**

# France



## LEGAL GUARANTEE

*“Garantie légale de conformité” in French*

Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.

### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **2 years** for new and second-hand goods.

### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

### By when must the consumer notify the seller of any defects?

There is no specific deadline other than the legal prescription period of 2 years from delivery of the good.

### Who has to prove the presence/absence of a defect and how long do they have to do this?

Currently, **during the first 6 months the seller** must prove that the item was not defective (“reversal of burden of proof”). **After that, the consumer** must prove that it was. The period of reversal of burden of proof will be extended to 2 years as of 18 March 2016 so that the seller must prove that the item was not defective for the entire duration of the legal guarantee.

### Is there a third party testing body to assist with providing proof?

The consumer can ask any repair shop for an expert opinion, but it might not be accepted by the seller. In the event of a court procedure, the judge may accept the consumer’s expert’s opinion or ask for an independent expert opinion.

### What remedies is the consumer entitled to free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair or replacement** according to the consumer’s wishes **within 1 month** of the complaint and free of charge. **Secondly, refund or reduction** of the purchase price if repair or replacement is impossible or not implemented within one month, but only under certain conditions. There is no deadline for implementation of a solution.

### Is the repaired/replaced product covered by a new guarantee?

The law doesn’t say. This point is clarified only for commercial warranties. Any period of immobilization of 7 days or more extends the remaining warranty by the time necessary for repair.

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

Under the **legal guarantee against hidden defects** (see below), the consumer can take action against any intermediary in the supply chain.

### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **2 years** from delivery of the good, unless there is a suspension of the statutory limitation period.

### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

A **guarantee against hidden defects of 2 years starting with the discovery of the defect**, but the consumer must prove the existence of any such defect.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

### What is the average duration of a commercial warranty?

1 to 5 years, but it depends on the kind of product concerned. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document.

### What information is required?

Content of the warranty, all essential elements such as duration, price and geographical coverage, details of the company offering it and **a reminder of the legal guarantee and the guarantee against hidden defects**.

# Germany



## LEGAL GUARANTEE

### “Gewährleistung” or “Mängelansprüche” in German

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

#### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **2 years** but can be reduced to 1 year for second-hand goods.

#### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

#### By when must the consumer notify the seller of any defects?

There is no deadline other than the legal prescription period of 2 years from delivery of the good.

#### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective (“reversal of burden of proof”). **After that, the consumer** must prove that it was.

#### Is there a third party testing body to assist the consumer with providing proof?

The consumer can ask any repair shop for an expert opinion, but their opinion might not be accepted by the seller. In the event of a court procedure, the judge may accept the consumer’s expert’s opinion or ask for an independent expert opinion.

#### What remedies is the consumer entitled to free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair or replacement**, according to the consumer’s wishes, within a reasonable time frame and free of charge. **Secondly, refund or reduction** of the purchase price if repair or replacement are not possible within a reasonable time frame. What is a reasonable time frame may vary between cases. Therefore, when writing to the trader to ask for application of the legal guarantee, the consumer should fix a deadline for remedy and inform the trader that if this deadline is not met, the consumer will cancel the contract or ask for a reduction in the purchase price.

#### Is the repaired/replaced product covered by a new guarantee?

The law does not say, but in general, after a replacement, the consumer can claim legal guarantee rights for 2 years. In the case of a repair, the legal guarantee is only extended with regard to the repaired or exchanged parts.

#### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

Only if the importer or producer offers their own commercial warranty.

#### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **2 years** from delivery of the good (1 year for second-hand products), unless there is a suspension of the statutory limitation period.

#### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

No. The consumer may have additional claims according to general contract law or tort law, but in most cases legal guarantee rules take precedence.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

#### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

#### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

#### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

#### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document or in a durable and accessible format.

#### What information is required?

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and **a reminder of the legal guarantee**.

# Greece



Αθήνα / Athens

## LEGAL GUARANTEE

*νόμιμη εγγύηση in Greek*

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

**What is the duration of this legal guarantee for new and second-hand goods?**

The duration is **2 years** for new and second-hand goods.

**If the product is defective, who is responsible for putting things right?**

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

**By when must the consumer notify the seller of any defects?**

The consumer must act within a reasonable period of noticing the defect but there is no specific deadline other than the legal prescription period of 2 years from delivery of the goods.

**Who has to prove the presence/absence of a defect and how long do they have to do this?**

**During the first 6 months the seller** must prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was.

**Is there a third party testing body to assist the consumer with providing proof?**

At his/her own expense, a consumer can ask an independent expert for an opinion in order to prove the existence of the defect.

**What remedies is the consumer entitled to free of charge? Is there a deadline for implementing the solution?**

**There is no hierarchy of remedies.** The consumer can choose **repair, replacement of the product, reduction of the purchase price or refund**, unless it is disproportionate to the extent of the defect. The seller or repairer must implement a solution within a justifiable period and without significant inconvenience to the consumer.

**Is the repaired/replaced product covered by a new guarantee?**

If the product has been **repaired or replaced** a new **2-year** legal guarantee comes into force, as long as the seller made the repair or replacement under the original legal guarantee and not "out of goodwill".

**Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?**

Only if the importer or producer offers their own commercial warranty.

**If no amicable solution can be found, what is the deadline for taking the case to court?**

The prescription period is **2 years** from the delivery of the good, unless there is a suspension of the statutory limitation period.

**Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?**

Yes. There is a 5-year legal guarantee for immovable property defects.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

**Who is responsible for application of the warranty?**

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

**What is the average duration of a commercial warranty?**

Usually 2 years, as with the legal guarantee.

**Is it free of charge?**

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

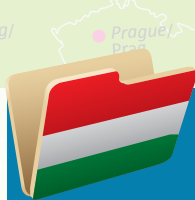
**Does it have to be confirmed in writing?**

The seller has to provide the commercial warranty in a written document or in a durable and accessible format. The seller has to provide the commercial warranty in a written document or in a durable and accessible format.

**What information is required?**

Company details, the product concerned, duration, specific provisions, geographical coverage and **a reminder of the legal guarantee.**

# Hungary



## LEGAL GUARANTEE

*(kellék)szavatosság in Hungarian*

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **2 years** but can be reduced to 1 year for second-hand goods.

### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

### By when must the consumer notify the seller of any defects?

Within **2 months** of noticing the defect.

### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was defective at the time of delivery.

### Is there a third party testing body to assist the consumer with providing proof?

The Ministry of Justice has an official list of independent forensic experts whom consumers and sellers can contact.

### What remedies is the consumer entitled to free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair or replacement**, according to the consumer's wishes, within a reasonable time frame and free of charge. **Secondly, reduction of the purchase price** if the consumer can **repair** the defect her/himself or have it repaired at the seller's expense, or a **refund** if repair or replacement is impossible, but only under certain conditions. The seller must try to carry out repairs or provide a replacement within **15 days**.

### Is the repaired/replaced product covered by a new guarantee?

In the case of a **replacement**, a new 2-year legal guarantee period starts. The same applies in the case of replacement of product components. The guarantee is suspended while the product is being repaired.

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

**Yes.** Under the Hungarian legal product guarantee which concerns only movable goods, the consumer can make a claim against the producer. For this purpose, the manufacturer, the importer and the distributor are all considered producers. The consumer is entitled to request a repair and – if this is not possible within a reasonable period – replacement of the product.

### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **2 years** from the delivery of the good, unless there is a suspension of the statutory limitation period.

### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

**Yes. Hungarian legislation** covers specific new durable consumer goods such as mobile phones, furniture, electronic consumer goods and cars. The duration of this special type of legal guarantee (kötelező jótállás in Hungarian) is 1 year. This legal instrument has no effect on the consumer's rights under the legal guarantee of conformity. The burden of proof is borne by the seller for the whole period of this legal guarantee. There is also a 5-year legal guarantee for immovable property defects.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document or in a durable and accessible format only in cases of distance selling or off-premises contracts.

### What information is required?

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and **a reminder of the legal guarantee**.



# Iceland



## LEGAL GUARANTEE

*Kvörtunarfrestur vegna gallaðrar vöru in Icelandic*

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

### What is the duration of this legal guarantee for new and second-hand goods?

For both new and second-hand goods, the duration is normally **2 years and 5 years for goods with a longer expected lifespan.**

### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

### By when must the consumer notify the seller of any defects?

The consumer must notify the seller within a reasonable period of noticing the defect, but there is no specific deadline other than the legal prescription period of 2 years from delivery of the good. Notification within two months of discovering the defect is always considered reasonable. If the trader has acted highly recklessly, in bad faith or dishonestly the prescription period might be suspended and the consumer would be able to claim the application of the legal guarantee even longer.

### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was.

### Is there a third party testing body to assist the consumer with providing proof?

The consumer can ask any repair shop for an expert opinion. While this might not be accepted by the seller, it could be useful if putting a claim forward for Alternative Dispute Resolution. In the event of a court procedure, the judge may accept the consumer's expert's opinion, but it is more likely that an independent expert opinion will be needed.

### To what remedies is the consumer entitled free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. Firstly, repair or replacement, according to the consumer's wishes, within a reasonable time frame and free of charge. Secondly, refund or reduction of the purchase price if repair or replacement is impossible, but only under certain conditions. There is no deadline for implementation of a solution.

### Is the repaired/replaced product covered by a new guarantee?

**Yes.** If the product is repaired or replaced, a new **2-year** guarantee comes into force.

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

If the trader has a claim against any other intermediary, the consumer can also take action against them.

## COMMERCIAL WARRANTY

*A trader is free to decide to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document or a durable format only at the consumer's request.

### What information is required?

When purchasing a commercial warranty the consumer should get clear information on his/her legal rights, so a **reminder of the legal guarantee.**

# Ireland



## LEGAL GUARANTEE

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **6 years** for new and second-hand goods.

### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

### By when must the consumer notify the seller of any defects?

The consumer must act within a reasonable period of noticing the defect but there is no specific deadline other than the legal prescription period of 6 years.

### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller must** prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was.

### Is there a third party testing body to assist the consumer with providing proof?

The consumer can ask any repair shop for an expert opinion, but they do not have to give one and their opinion might not be accepted by the seller. In the event of a court procedure, the judge may accept the consumer's expert's opinion or ask for an independent expert opinion.

### To what remedies is the consumer entitled free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **According to national law, rejection of the product and a refund** is the first option, followed by **repair or replacement**. **Under EU law**, priority is given to **replacement or repair** followed by refund or reduction of the purchase price. There is no deadline for implementing a solution.

### Is the repaired/replaced product covered by a new guarantee?

**No**. The legal guarantee period is only extended by the time necessary for repair or replacement.

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

Under Section 19 of the Sale of Goods Act 1980, consumers can take action against any other parties in the supply chain who have provided a commercial warranty.

### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **6 years** from the delivery of the goods, unless there is a suspension of the statutory limitation period.

### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

**Yes**. There is a rule concerning **breach of guarantee**.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document or in a durable and accessible format.

### What information is required?

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and **a reminder of the legal guarantee**.

# Italy



## LEGAL GUARANTEE

### *Garanzia Legale di conformità in Italian*

Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.

#### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **2 years** but can be reduced to 1 year for second-hand goods.

#### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

#### By when must the consumer notify the seller of any defects?

Within **2 months** of noticing the defect.

#### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was.

#### Is there a third party testing body to assist the consumer with providing proof?

The consumer can ask any repair shop for an expert opinion, but they do not have to give one and their opinion might not be accepted by the seller. In the event of a court procedure, the judge may accept the consumer's expert's opinion or ask for an independent expert opinion.

#### What remedies is the consumer entitled to free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair or replacement**, according to the consumer's wishes, within a reasonable time frame and free of charge. **Secondly, refund or reduction** of the purchase price if repair or replacement is impossible, but only under certain conditions. There is no deadline for implementing a solution.

#### Is the repaired/replaced product covered by a new guarantee?

**No.** The legal guarantee period is only extended by the time necessary for repair or replacement.

#### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

Only if the importer or producer offer their own commercial warranty, although recourse may exist if the defective product causes economic or bodily harm.

#### If no amicable solution can be found, what is the deadline for taking the case to court?

**26 months** from delivery of the good.

#### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

**A guarantee against hidden defects**, but the consumer must prove the existence of any such defect.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

#### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

#### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

#### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

#### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document or in a durable and accessible format at the consumer's request.

#### What information is required?

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and **a reminder of the legal guarantee. It should also state that the commercial warranty does not affect the consumer's rights under the legal guarantee.**

# Latvia



## LEGAL GUARANTEE

= *Patērētāja likumīgās tiesības, ja prece neatbilst līguma noteikumiem (Likumīgā garantija) in Latvian*

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **2 years** from the delivery of the good for new and second-hand goods.

### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

### By when must the consumer notify the seller of any defects?

Within **2 months** of noticing the defect.

### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was.

### Is there a third party testing body to assist the consumer with providing proof?

If a seller refuses a consumer's claim, the consumer can ask for an independent opinion from an expert listed in the Latvian Consumer Rights Protection Centre database. If the expert confirms the defect, the trader must reimburse the cost of consulting the expert, as well as remedying the consumer.

### To what remedies is the consumer entitled free of charge? Is there a deadline for implementing the solution?

**Within the first 6 months the consumer can choose between price reduction, repair, replacement or refund. After the first 6 months** the consumer is, in the first instance, only entitled to request **repair or replacement**. Only if this is not possible or cannot be done within a reasonable time frame, can the consumer request **price reduction or refund**. If the seller has not eliminated the defect within 30 days, the consumer can claim compensation for losses incurred due to the delay.

### Is the repaired/replaced product covered by a new guarantee?

**No.** The legal guarantee period is only extended by the time necessary for repair or replacement.

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

**Yes.** In cases of non-conformity of goods, a consumer can submit a claim to the trader. In this context, 'trader' is understood to mean any natural or legal person who offers or sells goods to consumers, including via intermediaries.

### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **2 years**, from the delivery of the good unless there is a suspension of the statutory limitation period.

### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

No.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document or in a durable and accessible format.

### What information is required?

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and **a reminder of the legal guarantee**.

# Lithuania



## LEGAL GUARANTEE

### *Teisinės garantijos taikymo sritys in Lithuanian*

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

#### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **2 years** for new and second-hand goods.

#### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

#### By when must the consumer notify the seller of any defects?

The consumer must act within a reasonable period of noticing the defect, but there's no specific deadline other than the legal prescription period of 2 years from the delivery of goods.

#### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was.

#### Is there a third party testing body to assist the consumer with providing proof?

State bodies such as the Inspectorate for Non-Food Products can help consumers to prove that goods are defective. Consumers can also ask a repair shop or an independent expert for a non-binding opinion.

#### What remedies is the consumer entitled to free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair or replacement**, according to the consumer's wishes, within a reasonable time frame and free of charge. **Secondly, refund or reduction** of the purchase price if repair or replacement is impossible, but only under certain conditions. The money has to be returned not later than 15 days after the return of the item, unless the consumer and the seller have agreed otherwise.

#### Is the repaired/replaced product covered by a new guarantee?

**No.** The guarantee period is only extended by the time necessary for repair or replacement.

#### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

Unless agreed otherwise during purchase, the consumer can only make a claim against the seller.

#### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **2 years** from the delivery of the good, unless there is a suspension of the statutory limitation period.

#### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

No.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

#### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

#### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

#### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

#### Does it have to be confirmed in writing?

The seller must provide the commercial warranty in a written document at the request of the consumer.

#### What information is required?

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and **a reminder of the legal guarantee**.



# Luxembourg



Luxembourg / Luxembourg

## LEGAL GUARANTEE

*Garantie légale in French, (Gesetzlich) Garantie in Luxembourgish, "Gewährleistung" or "Mängelansprüche" in German.*

**Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.**

### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **2 years** but can be reduced to 1 year for second-hand goods.

### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

### By when must the consumer notify the seller of any defects?

The consumer must act within a reasonable period of noticing the defect, but there is no specific deadline other than the legal prescription period of 2 years from the delivery of the good.

### Who has to prove the presence /absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was.

### Is there a third party testing body to assist the consumer with providing proof?

**The consumer** can ask any repair shop for an expert opinion, but this might not be accepted by the seller. In the event of a court procedure, the judge may accept the consumer's expert's opinion or ask for an independent expert opinion.

### What remedies is the consumer entitled to free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair or replacement**, according to the consumer's wishes and **within a month**. If this is not done, the consumer can request a replacement and obtain a full refund of the purchase price, or keep the product and obtain a partial refund. **Secondly, refund or reduction** of the purchase price if repair or replacement is impossible, but only under certain conditions.

### Is the repaired/replaced product covered by a new guarantee?

**No.** The legal guarantee period is only extended by the time necessary for repair or replacement.

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

Only the seller is legally responsible for defects covered by the legal guarantee. The consumer can request a remedy from another intermediary in the supply chain. Whether such a request is accepted depends on the intermediary's goodwill.

### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **2 years** from the delivery of the good (1 year for second-hand products), unless there is a suspension of the statutory limitation.

### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

**A guarantee against hidden defects**, but the consumer must prove the existence of any such defect.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

### Is it free of charge?

Not necessarily. The trader is free to fix the conditions, so it can be free of charge or offered against payment.

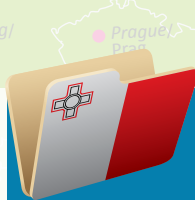
### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document or in a durable and accessible format.

### What information is required?

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and **a reminder of the legal guarantee**.

# Malta



Il-Belt Valletta / Valletta

## LEGAL GUARANTEE

### Garanzija Legali in Maltese

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

#### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **2 years**.

#### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

#### By when must the consumer notify the seller of any defects?

Within **2 months** of noticing the defect.

#### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was.

#### Is there a third party testing body to assist the consumer with providing proof?

An independent expert opinion is necessary and an expert can be appointed by the Consumer Claims Tribunal.

#### To what remedies is the consumer entitled free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair or replacement** within a reasonable time frame and free of charge. **Secondly, refund or reduction** of the purchase price if repair or replacement is impossible, but only under certain conditions. The solution must be implemented within a reasonable period and with a minimum of inconvenience to the consumer.

#### Is the repaired/replaced product covered by a new guarantee?

**No**. The legal guarantee period is only extended by the time necessary for repair or replacement.

#### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

The trader alone is liable to provide remedy to the consumer in cases of non-conformity.

#### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **2 years** from the delivery of the good unless there is a suspension of the statutory limitation period.

#### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

Article 1424 of the Maltese Civil Code provides for a legal **guarantee against latent defects**, but the consumer must prove the existence of any such defect.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

#### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

#### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

#### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

#### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document and at the request of the consumer.

#### What information is required?

**A reminder of the legal guarantee and a statement that the commercial warranty does not affect the consumer's rights under the legal guarantee.**

# Norway



## LEGAL GUARANTEE

*Garanti in Norwegian*

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

### What is the duration of this legal guarantee for new and second-hand goods?

For both new and second-hand goods, the duration is normally **2 years and 5 years for goods with a longer expected lifespan.**

### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

### By when must the consumer notify the seller of any defects?

The consumer must act within a reasonable period of noticing the defect. Notification within two months of discovering the defect is always considered reasonable.

### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was.

### Is there a third party testing body to assist the consumer with providing proof?

There is no publicly designated testing body to provide expert opinions. The consumer can ask a private expert in the field in question, but their opinion might not be accepted by the seller. In the event of a court procedure, the judge may accept the consumer's expert's opinion, or ask for an independent expert opinion.

### To what remedies is the consumer entitled free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair** free of charge. **Secondly, replacement, refund or reduction** of the purchase price if repair is impossible. There is no deadline for implementation of the solution, but the seller should provide a solution in reasonable time.

### Is the repaired/replaced product covered by a new guarantee?

**No.** The legal guarantee period is only extended by the time necessary for repair or replacement. If a new defect occurs, the seller must be notified in reasonable time, and certainly within the legal prescription period.

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

**Yes.** There is an option to forward a claim to an importer, a national producer or a previous seller in the supply chain.

### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **3 or 5 years** from delivery of the good (depending on the duration of the legal guarantee), unless there is a suspension of the statutory limitation period. In cases of gross negligence or conduct contrary to good faith, the deadline can be extended. The 3-year prescription period does apply, but one year can be added for each year in which the consumer was unaware of the defect, up to a maximum of 10 years (which would equate to 13 years in total).

### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

No.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

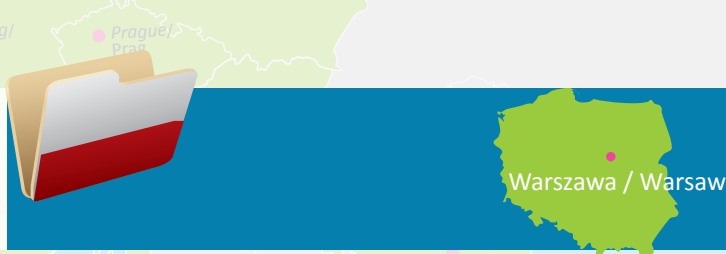
### Does it have to be confirmed in writing?

No.

### What information is required?

**A reminder of the legal guarantee.**

# Poland



## LEGAL GUARANTEE

### GWARANCJA USTAWOWA in Polish

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

#### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **2 years** and can be reduced to 1 year for second-hand goods.

#### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

#### By when must the consumer notify the seller of any defects?

Until 25th of December 2014 within **2 months** of noticing the defect. After that date no specific deadline is set.

#### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was.

#### Is there a third party testing body to assist the consumer with providing proof?

Consumers can get in touch with the regional trade inspectorates which provide lists of experts to whom they can turn for assistance. Courts also have such lists. Professional bodies in specific sectors can issue opinions, as can sellers, producers or independent stores, but these are not so readily available and might not be considered impartial.

#### To what remedies is the consumer entitled free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair or replacement**, according to the consumer's wishes, within a reasonable time frame and free of charge. **Secondly, refund or reduction** of the purchase price if repair or replacement is impossible, but only under certain conditions. There is no deadline for implementing a solution.

#### Is the repaired/replaced product covered by a new guarantee?

**Yes.** In case of a **replacement** a new **2-year** guarantee comes into force.

#### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

**No.** The seller alone is liable for the conformity of the product with the terms of the contract.

#### If no amicable solution can be found, what is the deadline for taking the case to court?

Anytime within the legal guarantee period of 2 years from delivery of the good or **1 year** from the date on which the consumer becomes aware of the defect (so maximum 3 years), unless there is a suspension of the statutory limitation. The prescription period for second-hand purchases may be shorter, but never less than 1 year.

#### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

No.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

#### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

#### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

#### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

#### Does it have to be confirmed in writing?

There is no legal requirement for this.

#### What information is required?

**A remind of the legal guarantee.**

# Portugal



## LEGAL GUARANTEE

### *Garantia Legal de conformidade in Portuguese*

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

#### What is the duration of this legal guarantee for new and second-hand goods?

The guarantee is normally **2 years**, but can be reduced to 1 year for second-hand goods, if the consumer agrees.

#### If the product is defective, who is responsible for putting things right?

**The seller**, even if you purchase on an Internet platform. However the platform may accept to be an intermediary so read the terms and conditions to find out more.

#### By when must the consumer notify the seller of any defects?

Within **2 months** of noticing the defect.

#### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the 2-year** duration of the legal guarantee, **the seller** must prove that the item was not defective ("reversal of burden of proof").

#### Is there a third party testing body to assist the consumer with providing proof?

The consumer can ask any repair shop for an expert opinion, but it might not be accepted by the seller. In the event of a court procedure, the judge may accept the consumer's expert's opinion or ask for an independent expert opinion.

#### To what remedies is the consumer entitled free of charge? Is there a deadline for implementing the solution?

**There is no hierarchy of remedies.** The consumer can choose between **repair, replacement, refund or a price reduction**. The time frame for applying the guarantee is **30 days**.

#### Is the repaired/replaced product covered by a new guarantee?

**Yes.** In case of a **replacement** a new **2-year** guarantee comes into force.

#### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

**Yes.** The consumer can request repair or replacement from the producer.

#### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **2 years** for movable goods from the notification of the defect, unless there is a suspension of the statutory limitation period, and 3 years for immovable property.

#### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

There is a 5-year legal guarantee for immovable property defects.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

#### Who is responsible for the application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

#### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

#### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

#### Does it have to be confirmed in writing?

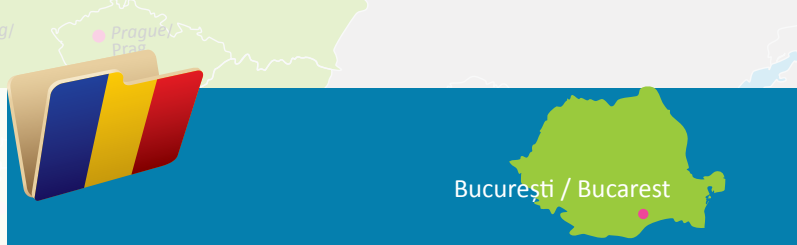
The seller has to provide the commercial warranty in a written document or in a durable and accessible format.

#### What information is required?

**A reminder of the legal guarantee.**



# Romania



## LEGAL GUARANTEE

### ”Garanție legală de conformitate,, in Romanian

Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.

#### What is the duration of this legal guarantee for new and second-hand goods?

The guarantee is normally **2 years**, but can be shorter for goods with a shorter expected lifespan. It can be reduced to 1 year for second-hand goods.

#### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

#### By when must the consumer notify the seller of any defects?

Within **2 months** of noticing the defect.

#### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective (“reversal of burden of proof”). **After that, the consumer** must prove that it was.

#### Is there a third party testing body to assist the consumer with providing proof?

The consumer can ask any repair shop or a judicial expert for their opinion, but it might not be accepted by the seller. In the event of a court procedure, the judge will ask for an independent expert opinion. The out of court testimony might be admissible as evidence, but for full proof a judicial expert’s opinion is required.

#### To what remedies is the consumer entitled free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair or replacement**, according to the consumer’s wishes, within a reasonable time frame and free of charge. **Secondly, refund or reduction** of the purchase price if repair or replacement is impossible, but only under certain conditions. The seller or repairer has to bring the goods into conformity within **15 calendar days** of the moment the consumer notifies them of the defect. If the period required for repair exceeds 15 calendar days, the consumer is entitled to cancel the contract and be refunded.

#### Is the repaired/replaced product covered by a new guarantee?

There is no legal provision obliging the trader to extend the guarantee.

#### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

Theoretically yes, under the Civil Code provisions regarding general civil liability and only via a court procedure. The consumer must prove the existence of a fault, the damages incurred and the link between them.

#### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **3 years** from the discovery of the defect unless there is a suspension of the statutory limitation period.

#### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

**A guarantee against hidden defects**, but the consumer must prove the existence of any such defect.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

#### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

#### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

#### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

#### Does it have to be confirmed in writing?

The seller must provide the commercial warranty in writing at the request of the consumer.

#### What information is required?

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and **a reminder of the legal guarantee**.

# Slovakia



## LEGAL GUARANTEE

“*zákonná záruka*” in Slovakian

Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.

### What is the duration of this legal guarantee for new and second-hand goods?

The duration of the guarantee is **2 years** and can be reduced to 1 year for second-hand goods.

### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

### By when must the consumer notify the seller of any defects?

The consumer must act within a reasonable period of noticing the defect but there is no specific deadline other than the legal prescription period of 2 years.

### Who has to prove the presence / absence of a defect and how long do they have to do this?

**During the first year the seller** must prove that the item was not defective (“reversal of burden of proof”) by paying for an expert opinion and providing a copy to the consumer. **After that**, the consumer must prove that the item was defective.

### Is there a third party testing body to assist the consumer with providing proof?

The consumer may ask an independent expert for their opinion in order to prove the existence of a defect at his/her own expense.

### To what remedies is the consumer entitled free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair or replacement**, according to the consumer’s wishes, within a reasonable time frame and free of charge. **Secondly, refund or reduction** of the purchase price if repair or replacement is impossible, but only under certain conditions. The time frame for applying the guarantee is **30 days**.

### Is the repaired/replaced product covered by a new guarantee?

**Yes**. If the good has been **replaced**, a new **2-year** legal guarantee begins.

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

No information is available.

### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **3 years** from the date on which the seller was notified of the defect, unless there is a suspension of the statutory limitation period.

### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

Yes. There is a legal guarantee of 3 years for immovable property defects.

## COMMERCIAL WARRANTY

A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.

### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document or in a durable and accessible format.

### What information is required?

There are no specific requirements.

# Slovenia



Ljubljana

## LEGAL GUARANTEE

“odgovornost za stvarne napake ali jamstvo za skladnost” in Slovenian

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **2 years** for new goods and 1 year for second-hand goods.

### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

### By when must the consumer notify the seller of any defects?

Within **2 months** of noticing the defect.

### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective (“reversal of burden of proof”). **After that, the consumer** must prove that it was.

### Is there a third party testing body to assist the consumer with providing proof?

The Ministry of Justice has an official list of independent court experts whom consumers and sellers may contact. However, the costs of this can be very high.

### To what remedies is the consumer entitled free of charge? Is there a deadline for implementing the solution?

**There is no hierarchy of remedies.** The consumer can choose from **repair, replacement, reduction of the purchase price or refund.** A **deadline of 8 days** is fixed by law for the seller to implement a solution.

### Is the repaired/replaced product covered by a new guarantee?

In the case of a **replacement** product or product part, a new legal guarantee period starts.

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

Not under the legal guarantee of conformity. But under the **obligatory Slovenian 1-year guarantee** (see below) the consumer can make a claim against anyone in the supply chain.

### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **2 years** from the date on which the seller was notified of the defect, unless there is a suspension of the statutory limitation period.

### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

A 1-year obligatory guarantee exists for so-called **technical products** (as defined in a Regulation of the Ministry of Economic Development and Technology). This guarantee must be issued by the producer.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

### Is it free of charge?

According to the definition of the commercial warranty it must be free of charge. If a trader charges for a warranty exceeding two years, this should neither be called, nor advertised as a warranty, but as a different product, such as insurance.

### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document or in a durable and accessible format.

### What information is required?

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and **a reminder of the legal guarantee.**

# Spain



## LEGAL GUARANTEE

### *Garantía Legal de conformidad in Spanish*

Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.

#### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **2 years** for new and second-hand goods.

#### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

#### By when must the consumer notify the seller of any defects?

Within **2 months** of noticing the defect.

#### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was.

#### Is there a third party testing body to assist the consumer with providing proof?

The consumer can ask any repair shop for an expert opinion, but this might not be accepted by the seller. In the event of a court procedure, the judge may accept the consumer's expert's opinion or ask for an independent expert opinion.

#### To what remedies is the consumer entitled free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair or replacement**, according to the consumer's wishes, within a reasonable time frame and free of charge. **Secondly, refund or reduction** of the purchase price if repair or replacement is impossible, but only under certain conditions. There is no deadline for implementing a solution.

#### Is the repaired/replaced product covered by a new guarantee?

In the case of repairs, the legal guarantee period is only extended by the time necessary for repair. In the case of **replacement**, a new guarantee comes into force for **2 years** from delivery of the replacement.

#### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

**Yes**. Under the legal **guarantee against hidden defects** (see below), the consumer can return the product to any intermediary in the supply chain.

#### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **3 years** from delivery of the good unless there is a suspension of the statutory limitation.

#### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

**Yes**. There is a **guarantee against hidden defects**, but the consumer must prove the existence of any such defect.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

#### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

#### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

#### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

#### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document or in a durable and accessible format.

#### What information is required?

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and **a reminder of the legal guarantee**.

# Sweden



Karlstad

## LEGAL GUARANTEE

*Reklamationsrätt in Swedish*

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **3 years** for new and second-hand goods.

### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions. A private sale is covered by the legal guarantee if performed through a commercial intermediary.

### By when must the consumer notify the seller of any defects?

The consumer must act within a reasonable period of noticing the defect but there is no specific deadline other than the legal prescription period of 3 years. A complaint made within 2 months is always considered to have been made within a reasonable time frame.

### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective upon delivery ("reversal of burden of proof"). **After that, the consumer** must prove that it was (so-called "original fault").

### Is there a third party testing body to assist the consumer with providing proof?

The consumer can ask any repair shop for an expert opinion, but they do not have to give one and their opinion might not be recognised by the seller. In the event of a court procedure, the judge may accept the consumer's expert's opinion or ask for an independent expert opinion.

### To what remedies is the consumer entitled free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair or replacement**, according to the consumer's wishes, within a reasonable time frame and free of charge. Exceptionally, the consumer may claim a refund at this stage if the defect is of material significance to him/her. In addition, the consumer may be entitled to claim damages or withhold payment. **Secondly, refund or reduction** of the purchase price if repair or replacement is impossible, does not take place within a reasonable period of time, or cannot be done without significant inconvenience to the consumer. A solution must be implemented within a reasonable time frame.

### Is the repaired/replaced product covered by a new guarantee?

There is no explicit rule on this.

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

**Yes. If the seller is insolvent**, has ceased trading, or **cannot be located**, the buyer is entitled to make a direct claim based on defects in the goods against any intermediary in the supply chain.

### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **10 years** from delivery of the good for a consumer, unless there is a suspension of the statutory limitation period, and 3 years for a trader to take a consumer to court.

### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

Yes. There is a legal guarantee of 10 years for immovable property defects.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

### What is the average duration of a commercial warranty?

1 to 5 years. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document or in a durable and accessible format.

### What information is required?

Information about the contents of the commercial warranty, all information necessary for the consumer to make a claim based on the warranty and **a reminder of the legal guarantee**.



# The Netherlands



## LEGAL GUARANTEE

### *Wettelijke garantie in geval van non-conformiteit in Dutch*

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **based on the expected lifespan** for both new and second-hand goods.

### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

### By when must the consumer notify the seller of any defects?

The consumer must act within a reasonable period (2 months) of noticing the defect.

### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was.

### Is there a third party testing body to assist the consumer with providing proof?

The consumer can ask any repair shop for an expert opinion, but this opinion might not be accepted by the seller. In the event of a court procedure, the judge may accept the consumer's expert's opinion, or ask for an independent expert opinion. The consumer might have to pay the expert's costs, but can be reimbursed by the seller if the judge upholds the complaint.

### To what remedies is the consumer entitled free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. **Firstly, repair or replacement**, according to the consumer's wishes, within a reasonable time frame and free of charge. **Secondly, refund or reduction** of the purchase price if repair or replacement is impossible, but only under certain conditions. There is no deadline for implementing a solution.

### Is the repaired/replaced product covered by a new guarantee?

**No.** The guarantee period is only extended by the time necessary for repair or replacement.

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

**Yes.** There is an option to make a claim against the importer, the producer or an earlier seller in the chain.

### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **2 years** from the date on which the seller was notified of the defect, unless there is a suspension of the statutory limitation period.

### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

**Yes.** Article 6:228 of the Dutch Civil Code provides for cancellation of a purchase on the grounds of lack of consent and "error".

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document or in a durable and accessible format.

### What information is required?

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and **a reminder of the legal guarantee.**

# United Kingdom



## LEGAL GUARANTEE

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **6 years** in England, Wales and Northern Ireland and **5 years** in Scotland. This applies to new and second-hand goods.

### If the product is defective, who is responsible for putting things right?

**The seller**, including purchases made on an Internet platform (subject to Terms and Conditions of the letter). In addition to this, the consumers can make claims against credit card and finance companies if the product is paid for by credit card (directly to the trader) or by finance arranged for this particular purchase. This applies to purchases of the goods of value between £100 and £30,000.

### By when must the consumer notify the seller of any defects?

The consumer must act within a reasonable period of noticing the defect but there is no specific deadline other than the legal prescription period of **6 years** (**5 years** in Scotland).

### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller must** prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was.

### Is there a third party testing body to assist the consumer with providing proof?

The consumer can ask any repair shop for an expert opinion, but they do not have to give one and their opinion might not be accepted by the seller. In the event of a court procedure, the judge may accept the consumer's expert's opinion or ask for an independent expert opinion. There is a limited number of bodies offering industry-specific expertise, but these reports can be costly to obtain with the consumers possibly needing to pay for the report upfront with a view towards it being reimbursed.

### To what remedies is the consumer entitled free of charge? Is there a deadline for implementing the solution?

In some cases, the consumers can argue to reject the goods if they are yet to be accepted. This is usually within short time from delivery. Generally speaking, however, the law states that the buyer should expect the seller to repair or replace the item in the first place in most cases. The exceptions are when these cannot be provided without causing the consumers significant inconvenience, etc. (consumer detriment) or when they are considered disproportionate to the value of goods or impossible (trader detriment).

### Is the repaired/replaced product covered by a new guarantee?

**No.** The legal guarantee period is only extended by the time necessary for repair or replacement.

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

It is normally only possible to claim damages caused by a faulty or unsafe product, but not necessarily remedies under the legal guarantee.

### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is normally **6 years** (England, Wales, Northern Ireland) or **5 years** (Scotland) from the delivery of the goods. This is unless the limitation period is suspended.

### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

Yes. The commercial guarantees given after 31 March 2003 are considered to be legally binding.

## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

### What is the average duration of a commercial warranty?

Mostly, it is 1 to 5 years, and in most cases 2 years. More expensive goods usually have a longer warranty (even up to 7 years for new cars) which often applies to specific parts of the product.

### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document or in a durable and accessible format.

### What information is required?

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and **a reminder of the legal guarantee**. The consumers should also be advised that the warranty can be provided by other parties, as well as that the same coverage may be provided by insurance policies the consumer may have. The consumers need to be made aware that buying a commercial warranty is optional.