



**Purchases in
the nordic region**



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All EU and EEC countries share a uniform minimum set of fair rules governing the sale of consumer goods. The countries of the Nordic region (Denmark, Finland, Iceland, Norway and Sweden) have chosen to provide consumers with protection over and above these minimum requirements. This pamphlet details your fundamental rights when purchasing goods and services across international borders in the Nordic region. Your rights depend on which country's legislation applies. Contact your local ECC office for guidance.

Shipping and VAT:

You have to pay the cost of shipping and VAT when you make purchases across international borders in the Nordic region. These costs must be included in the total price, but this is not always the case. You should therefore always check whether the prices that are quoted to you include shipping and VAT.

Right of withdrawal

In principle, purchase agreements are binding. Your right to withdraw from such agreements must therefore be laid down in legislation or stated in the agreement in question.

Statutory right of withdrawal: In principle, you have the right to withdraw from a purchase made over the Internet or off business premises. This means that you have the opportunity to withdraw from an agreement that you have entered into over the phone or via the Internet, without having to explain to the vendor your reasons for doing so. In all of the Nordic countries, you retain this right for 14 days. In the Nordic region, this deadline runs from the time at which you receive the goods or enter into a service agreement and receive all the information to which you are entitled. This includes information about your right of withdrawal, the terms and conditions of the agreement, and the contact details of the supplier. However, in Norway, Sweden, Finland and Iceland, the deadline expires three months after you received the goods should you not receive the all information – or after one year if you did not receive such information at all. In Denmark, the deadline expires three months after you receive the goods or enter into the service agreement. You must return the goods in virtually the same condition and volume as you received them. Generally speaking, the right of withdrawal is not invalidated if you open the packaging to inspect the contents. However, exceptions to this rule apply to some types of goods, such as sealed computer, audio and video equipment.



When do you have a right of withdrawal?

You have the right to withdraw from:

- purchases made as distance sales: mail order, Internet, TV and telephone sales
- purchases made off business premises, e.g. door-to-door sales, home parties or workplace sales*
- purchases made as one-off orders of goods as part of a club membership (e.g. book clubs)
- purchases made via Internet auctions**

* Only applies to purchases with a total value of more than NOK 300 in Norway, SEK 300 in Sweden, EUR 15 in Finland or ISK 4,000/EUR 60 on Iceland. In Denmark there is no minimum value.

** In Norway, you only have the right to withdraw from purchases of new items bought via auctions. In Sweden, you do not have the right to withdraw from purchases made through pure Internet auctions where you did not have the opportunity to view the goods. In the rest of the Nordic region, you have the right to withdraw from purchases of both new and used items.




You do not have the right to withdraw from:

- **purchases of certain types of items such as:**
 - goods that quickly deteriorate (such as fresh foods)
 - goods delivered in such a way as to prevent their return (e.g. heating oil that is filled into a tank)
 - real estate
 - one-off services with a specific time or period of delivery, e.g. theatre or transport tickets
 - used items purchased through auction (only applies in Norway).
- **goods or services purchased in specific manners such as:**
 - purchases from vending machines
 - purchases made after inviting a sales representative purchases made from street and trade fair vendors in most Nordic countries.
- **goods that you cannot return in the same condition and volume**

Contractual right of withdrawal: Many shops offer consumers a right to withdraw over and above their statutory rights. This may take the form of a right to return, which means that you can get your money back, or a right to replacement, which means that you can exchange the item for a different item in the store, or for a credit note. Your right to return or replacement is usually limited to a set period, which is often stated on advertisements or receipts.

Always check the options open to you before making a purchase at the store.



Who pays the shipping costs for returning items?


In Norway and Sweden: If you make a purchase via the Internet, you will have to pay the shipping costs yourself. In the case of phone sales or home parties, the vendor has to pay the return shipping costs.

In Denmark and Iceland: You have to pay the shipping costs yourself.

In Finland: The vendor has to cover the shipping costs if you withdraw from a purchase, as long as the goods can be returned by standard mail.

Money back from the vendor

When you withdraw from a purchase, the vendor must refund any money you have paid. The deadline in Norway is 14 days – and in the other Nordic countries, no more than 30 days – from when the vendor receives notification from you that you wish to withdraw from the purchase. In Norway, Sweden and Iceland, you are entitled to withhold the goods until the vendor has paid you the refund and/or the shipping costs. If the supplier has not paid these costs within three months, ownership of the goods or the materials for the service reverts to you. In Sweden, however, this does not apply to distance sales. In Denmark and Finland, you are not entitled to withhold the goods. In Denmark you have 14 days to return the goods. In Finland you must return them as soon as possible.



Rights in the event of defects or delayed delivery

If the goods/services you purchase are defective, or if delivery is delayed, you have a range of rights in relation to the vendor.

What is a defect?

Goods/services are defective if:

- they do not correspond to the information provided by the vendor (in the purchase agreement, advertising or similar)
- they cannot be used for their intended purposes (e.g. rubber boots that are not waterproof)
- they cannot be used for what you informed the vendor you intended to use them for.

What is a delay?

In principle, your goods/services must be delivered at the agreed time. Your goods/services can be considered delayed if they are not delivered at the agreed time.


In the absence of any specific agreement regarding delivery, you should have received your goods no later than 30 days after placing your order.

If goods are defective or delayed, you may be entitled to:

• withhold payment

You can withhold as much of the payment as may be necessary to secure your claim.

• have the defect corrected or the item replaced



Vendors and service providers have both the right and the obligation to correct defects. This shall be done within a reasonable space of time, at no charge to you and without causing you significant inconvenience. What constitutes «significant inconvenience» is assessed on the basis of a range of factors such as the type of goods/services and your reason for acquiring them.

Repairs must be carried out at the expense (including shipping) of the supplier, unless this is not possible or is disproportionately expensive.


The number of times the vendor is allowed to perform repairs before you can request a discount or rescind (cancel) your order depends on the nature of the item or service and the type of defect. Generally speaking, the supplier can attempt to rectify the defect 1–2 times before you are entitled to rescind the purchase.

• a reduction in price

You are entitled to request a discount if the vendor/service provider fails to rectify the defect or to deliver a comparable item (replacement). The discount shall correspond to the cost of having the defect repaired. If these costs are disproportionate, the discount shall correspond to the importance of the defect to you.

• rescind the purchase

You are entitled to rescind the purchase



agreement if the vendor commits material breach of his obligations pursuant to the agreement and/or the applicable law. The defect or delay must not be insignificant or have been rectified by the vendor. If you rescind the agreement, you are entitled to claim a refund of the purchase price.

• **compensation**

If you are left with a financial loss after exercising the options described above, you can generally request that the vendor cover any financial losses that you may have incurred as a result of the defect or delay.

Complaints

Your rights will lapse unless you file a complaint within a reasonable period after you discovered – or should have discovered – the defect or delay. This deadline is never less than two months after the time of purchase.

Notwithstanding this, you must file complaints within the following deadlines:

Norway and Iceland: 2 years, or 5 years for goods intended to last appreciably longer

Sweden: 3 years, or 10 years for work on real estate

Denmark: 2 years

Finland: There is no specific time limit

We recommend that you send a written complaint to the vendor as soon as possible after having discovered the defect.



How should you file a complaint?

What to do when filing a complaint

- Firstly, write to the vendor explaining the fault or defect and stating what you require. Give the vendor a response deadline. Enclose copies of all the documents relating to the purchase (receipt, contract, offer or order form, documentation of the damage, etc.).
- The vendor is obliged to pay for repair and replacement (including shipping), labour and packaging. Contact the vendor before sending the item for repair so that you can reach an agreement concerning this.
- If your complaint is not dealt with in a satisfactory manner, or if you do not receive a reply within the deadline you set, the European Consumer Centre Norway (ECC Norway) can assist you with information, guidance and, if necessary, translation. Complete a consumer complaint form (which you can find online at forbrukereuropa.no) and send it to us along with whatever documentation you have.
- In the Nordic countries, there is a comprehensive tribunal system that can rule on your complaint so that you do not have to take it to court. ECC Norway can assist with sending the case to the appropriate tribunal.

About ECC Norway:

ECC Norway provides consumers with information about their rights when making purchases across international borders in Europe, and assists with processing consumer complaints. We are a part of the European Consumer Centres Network (ECC-Net) and receive financing from the European Commission and the Norwegian Consumer Council. The information in this pamphlet has been prepared by ECC Norway and not by the European Commission.

There are ECC offices in all EU countries and in Iceland. You can find more information about the Nordic offices at:

forbrukereuropa.no
konsumenteuropa.se
ecc.fi/sv-FI
forbrugereuropa.dk
ena.is