



Ireland

# COMMERCIAL WARRANTIES

*Check List  
for traders*



**Are your  
commercial  
warranties in line  
with consumer  
rights and  
expectations?**



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Help and advice  
for consumers  
in Europe





When you sell products to consumers, you agree to provide goods 'in conformity with the contract of sale'.

Accordingly, the goods should

- comply with the description given and not be the subject of false claims
- be fit for the purpose for which they were bought and
- be of satisfactory quality and perform to an acceptable standard taking into account their price and any description given by you or by the manufacturer.

Products such as some household durable goods and larger electrical goods typically come with a manufacturer's guarantee - an agreement to repair or replace an item that does not meet the specifications set out in the guarantee. However, this is in addition to any right of redress consumers may have from you as the seller as even during a guarantee period, the primary responsibility under consumer legislation rests with the retailer. To give your customers additional protection and strengthen their consumer rights, you may offer an optional warranty (or extended warranty), which provides cover for the unexpected failure or breakdown of goods, usually after the manufacturer's guarantee has run out, or covers faults not included in the manufacturer's warranty.

## If you do offer a warranty, remember that:



*A warranty is legally binding on the retailer and must be honoured by the company.*

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*It is in addition to, and not instead of, your customers' legal rights and must not affect or limit those rights in any way.*

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When they are buying goods, consumers have statutory rights that protect them in case something goes wrong. Under EU rules, which are valid no matter where in the EU the goods are purchased, if the item does not comply with the description given by the seller, is not fit for its purpose, is not of satisfactory quality or does not perform to the required standard, consumers have the right to return it to the retailer who should be able to repair or replace it free of charge



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or refund the cost of the item. If the fault becomes apparent within the first 6 months of delivery, it is presumed to have existed at the time of delivery, unless the seller can prove otherwise.

In Ireland rules which protect consumers when buying goods are enforceable for 6 years from delivery of the goods. Within this period the consumer can bring an action against the seller for 'the lack of conformity'. Under national rules if the fault is major the consumer has the right to reject the item and rescind the contract within a reasonable time of purchase.



*A warranty is optional and consumers are not obliged to purchase it.*

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It is your obligation to make it clear that the warranty is optional, that the consumer has legal rights and that those rights are not affected by the warranty.



*The warranty terms should be set out in plain intelligible language and at the consumer's request the warranty should be made available in writing or any other durable form available.*

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The warranty should contain the information in respect of goods to which it applies, the name and the address of the warranty provider, the duration and territorial scope of the warranty, the procedure for making a claim under it, what the warranty provider undertakes to do and what charges, if any, including the cost of postage, the consumer must meet in relation to such undertakings.



*It is important to set out clearly any warranty exclusions*

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Warranties can vary and can offer different levels of protection, from the most basic to comprehensive cover. While it should not be assumed that the warranty provides cover for all problems which could be encountered with the goods, its exclusions should not be too broad and it is important that you clearly indicate any limits to the cover so as to avoid any possible confusion.

[www.europe-consommateurs.eu/en/consumer-topics/buying-of-goods-and-services/guarantees-and-warranties/](http://www.europe-consommateurs.eu/en/consumer-topics/buying-of-goods-and-services/guarantees-and-warranties/)

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