

Austria



Wien / Vienna

LEGAL GUARANTEE

“Gewährleistung” 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 and for immovable property.

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**.