

# Belgium



## 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?

When the contract doesn't mention a notification period, the consumer has no obligation to notify the seller within a specific period. The seller can provide a notification period in the contract but this should be no less than 2 months. However we advise consumers to react asap after detecting 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 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**.