

Czech Republic



Praha / Prague

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?

The duration is normally 2 years but can be less for goods with a shorter expected lifespan. This 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 through an internet platform. However, the platform may have agreed to act as an intermediary so check the terms and conditions. Even if the seller informs the consumer to contact an authorised service organisation, they are still responsible for the legal guarantee.

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

It shall be done without unreasonable delay.

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

If the consumer exercises the rights concerning a defective product within the first 6 months from hand over, the seller shall prove that there was no defect at the moment of hand over ("reversal of burden of proof"). If the consumer claims application of his/her legal rights from month 7 to month 24, he/she would have to prove that the defect existed already at the moment of hand over. According to Czech legislation the consumer can claim defects that occurred during two years after the purchase.

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

Both the seller and the consumer can contact the Ministry of Justice who have a list of independent experts that can be consulted. The consumer is responsible for the costs if an expert opinion is required, however they shall get this cost reimbursed by the trader if the claim is assessed entitled by the expert.

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

There is a «hierarchy of remedies»:

- Firstly, repair or replacement (if replacement is not inappropriate with regard to the nature of the defect), within a reasonable time 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 30 days, but only under certain conditions.

The deadline for applying the guarantee is 30 days (this can be extended if the consumer gives their 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?

No, the consumer should only take action against 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. Always refer to the documentation provided.

What is the average duration of a commercial warranty?

1 to 5 years, but in most cases 2 years as with the legal guarantee. More expensive goods usually have a longer warranty which may apply 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?

It is advisable for the consumer to ask for confirmation of the commercial warranty in writing.

What information is required?

A reminder of the legal guarantee is required.