

Denmark



LEGAL GUARANTEE

reklamationsret in Danish

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** for new and 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?

The consumer must act within a reasonable period of noticing 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?

Many Danish Alternative Dispute Resolution bodies have their own experts who will be asked for an opinion where necessary.

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

There is a hierarchy of remedies. In the first instance, the consumer can choose **repair or replacement** of the product. **Reduction of the purchase price or a refund** are only available if the defect is significant. The solution has to be implemented within a reasonable time frame, otherwise the defect is considered significant and the consumer is entitled to a refund.

Is the repaired/replaced product covered by a new guarantee?

If the product is **replaced**, the legal guarantee runs for **a further 2 years**. If it is repaired, the repair is covered for **3 years** (the normal statutory limitation period).

Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

Danish law does not provide for such a possibility. The consumer must complain to the seller.

If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is **3 years** from the discovery of the defect or the moment the defect ought to have been discovered, 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?

No.

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?

It varies from warranty to warranty.

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?

Not known.

What information is required?

Not known.