

Estonia



Tallinn



LEGAL GUARANTEE

pretensiooni esitamise õigus in Estonian

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 has 2 months in which to notify the seller of a defect in a product.

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

The seller must prove that the item was not defective for **the first 6 months** after the delivery of the product ("reversal of burden of proof"). After this time the consumer must prove that it was defective.

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

The consumer can ask a repair shop for an expert opinion, but it might not be accepted by the seller. In the event of a ADR or court procedure, the chairman or judge may accept the opinion of the consumer's expert or ask for an independent expert opinion. There are also specialist bureaus that provide expert opinions.

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

There is a « hierarchy of remedies ». Firstly, repair or replacement according to the consumer's wishes and free of charge. Secondly, refund or reduction of the chase price if repair or replacement are not possible. There is no deadline for implementing a solution.

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

Yes. If a product is replaced, a new **2-year** guarantee comes into force.

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

No, the consumer can only make a complaint against the seller. If the seller is no longer in business the consumer may try to return the goods to the producer or importer.

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

The prescription period is 3 years from delivery of the goods, unless there is a suspension of the statutory limitation period.

Are any other legal guarantees laid down in national law?

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?

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 at the request of the consumer.

What information is required?

The content of the warranty, including all essential elements such as duration, price and geographical coverage, details of the company offering it and a reminder of the legal guarantee.