

France



Kehl

LEGAL GUARANTEE

“Garantie légale de conformité” in French

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?

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?

For purchases made after March 18th 2016, the seller must prove that the item was not defective (“reversal of burden of proof”) for the entire duration of the 2-year legal guarantee. (For second hand items the reversal of burden of proof lasts 6 months).

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 « hierarchy of remedies ». **Firstly, repair or replacement** according to the consumer’s wishes free of charge. **Secondly, refund or reduction** of the purchase price if repair or replacement is impossible or not implemented within one month, but only under certain conditions.

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

The law doesn’t say. This point is clarified only for commercial warranties. Any period of immobilization of 7 days or more extends the remaining warranty by the time necessary for repair.

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

Under the **legal guarantee against hidden defects** (see below), the consumer can take action against any intermediary in the supply chain.

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

The prescription period is **2 years** from delivery of the good, 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?

A **guarantee against hidden defects of 2 years starting with the discovery of the defect**, but the consumer must prove the existence of any such defect.

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 it depends on the kind of product concerned. 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.

What information is required?

Content of the warranty, all essential elements such as duration, price and geographical coverage, details of the company offering it and **a reminder of the legal guarantee and the guarantee against hidden defects.**