

# Greece



Αθήνα / Athens

## LEGAL GUARANTEE

*νόμιμη εγγύηση in Greek*

*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 but there is no specific deadline other than the legal prescription period of 2 years from delivery of the goods.

**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 the consumer with providing proof?**

At his/her own expense, a consumer can ask an independent expert for an opinion in order to prove the existence of the defect.

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

**There is no hierarchy of remedies.** The consumer can choose **repair, replacement of the product, reduction of the purchase price or refund**, unless it is disproportionate to the extent of the defect. The seller or repairer must implement a solution within a justifiable period and without significant inconvenience to the consumer.

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

If the product has been **repaired or replaced** a new **2-year** legal guarantee comes into force, as long as the seller made the repair or replacement under the original legal guarantee and not "out of goodwill".

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

Only if the importer or producer offers their own commercial warranty.

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

The prescription period is **2 years** from the 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?**

Yes. There is a 5-year legal guarantee 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?**

Usually 2 years, as with the legal guarantee.

**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 or in a durable and accessible format. The seller has to provide the commercial warranty in a written document or in a durable and accessible format.

**What information is required?**

Company details, the product concerned, duration, specific provisions, geographical coverage and **a reminder of the legal guarantee.**