

Hungary



LEGAL GUARANTEE

(kellék)szavatosság in Hungarian

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 normally 2 years but can 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 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?

During the first 6 months from delivery, the seller must prove that the item was not defective ("reversal of burden of proof"). After this time, the consumer must prove that it was defective at the time of delivery.

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

The Ministry of Justice has an official list of independent experts who can be contacted for their opinion by both the seller and the consumer.

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, the product can be replaced or repaired according to the consumer's wishes, (as long as this complies with the chosen warranty). This must be done within a reasonable time and free of charge. The consumer cannot have a product replaced if it is not proportionate to the extent of the defect or if the alternative remedy is cheaper.
- Secondly, the consumer may request a price reduction or refund if the seller cannot replace or repair the product within a reasonable time and without any significant inconvenience to the consumer, or if repair or replacement no longer serves the consumer's interest. In addition the consumer can repair the defect himself or have it repaired at the seller's expense if the seller fails to repair the product.

The seller must try to repair or replace the product within 15 days.

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

Yes, a new 2-year guarantee is given if the product was replaced. A new 2-year guarantee is also given to the new parts, if the product was repaired. The guarantee is suspended while the product is being repaired.

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

No, not under the legal guarantee. But this may be possible under the Hungarian product guarantee law.

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?

There is a 1-year guarantee for some durable consumer goods such as mobile phones, furniture, electronic consumer goods and cars. This guarantee scheme is more favourable for consumers, as during its whole duration (1 year) the burden of proof shall be born by the seller. The seller will be released from this obligation if he can prove that the cause of the defect occurred after the performance of the contract. There is also a 5-year legal guarantee for immovable property defects. There is also a 2-year (since the date the product was placed on the market) product guarantee law where, under special circumstances the consumer can make a claim against the manufacturer. In this case the consumer can request to repair the product, or replace of the product, if repair is not possible within a reasonable period of time and without harming the consumer's interest.

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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, and 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 only has to provide the commercial warranty in a written document or in a durable and accessible format for cases of distance selling and off-premises contracts.

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.

