

# Ireland



## LEGAL GUARANTEE

*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 **6 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 6 years.

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

If a fault occurs within the first six months of purchase, it is assumed that it was there at the time of sale, and the onus is on the seller to prove the product conformed to the contract when the consumer received it. After the initial six months the onus is on the consumer to prove the product was defective upon delivery.

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

The consumer can ask any repair shop for an expert opinion, but they do not have to give one and their opinion 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.

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

There is a so-called hierarchy of remedies. **According to national law, rejection of the product and a refund** is the first option, followed by **repair or replacement**. **Under EU law**, priority is given to **replacement or repair** followed by refund or reduction of the purchase price. There is no deadline for implementing a solution.

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

**No**. The legal guarantee period is only extended by the time necessary for repair or replacement.

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

Under Section 19 of the Sale of Goods Act 1980, consumers can take action against any other parties in the supply chain who have provided a commercial warranty.

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

The prescription period is **6 years** from the delivery of the goods, 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 rule concerning **breach of guarantee**.

## 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. 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 or in a durable and accessible format.

### What information is required?

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