

Luxembourg



Luxembourg / Luxembourg

LEGAL GUARANTEE

Garantie légale in French, (Gesetzlich) Garantie in Luxembourgish, "Gewährleistung" or "Mängelansprüche" in German.

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** 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 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 the delivery of the good.

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.

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 this 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, within a month. If this is not done, the consumer can return the product and obtain a full refund of the purchase price, or keep the product and obtain a partial refund.
- Secondly, refund or reduction of the purchase price if repair or replacement is impossible or if the costs are disproportionate, but only under certain conditions.

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?

Only the seller is legally responsible for defects covered by the legal guarantee. The consumer can request a remedy from another intermediary in the supply chain. Whether such a request is accepted depends on the intermediary's goodwill.

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 (1 year for second-hand products), unless there is a suspension of the statutory limitation.

Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

A guarantee against hidden defects, 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, 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 is free to 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?

It must include the 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 and the hidden defect guarantee.