

# Latvia



Rīga / Riga

## LEGAL GUARANTEE

= *Patērētāja likumīgās tiesības, ja prece neatbilst līguma noteikumiem (Likumīgā garantija) in Latvian*

*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** from the delivery of the good 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?

Within **2 months** of noticing the defect.

### 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?

No, there is no third party testing body. When a dispute is dealt with by the Consumer Dispute Resolution Committee (established by the Consumer Rights Protection Centre of Latvia) the parties at any time can provide expert opinions or other proofs, however there is no specific.

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

The consumer is, in the first instance, only entitled to request repair or replacement, except the case where this is impossible or disproportionate.

The consumer can request a price reduction or refund if the trader in a reasonable time period has not rectified the non-conformity or has not replaced the goods or if the above mentioned actions are performed but causing significant inconvenience to the consumer.

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

**No**, it is not regulated by the law.

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

**Yes**. In cases of non-conformity of goods, a consumer can submit a claim to the trader. In this context, 'trader' is understood to mean any natural or legal person who offers or sells goods to consumers, including via intermediaries.

### 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?

No.

## 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 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**.