

The Netherlands



LEGAL GUARANTEE

Wettelijke garantie in geval van non-conformiteit in Dutch

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 **based on the expected lifespan** for both 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 (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?

The consumer can ask any repair shop for an expert opinion, but this 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. The consumer might have to pay the expert's costs, but can be reimbursed by the seller if the judge upholds the complaint.

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. **Firstly, repair or replacement**, according to the consumer's wishes, within a reasonable time frame and free of charge. **Secondly, refund or reduction** of the purchase price if repair or replacement is impossible, but only under certain conditions. There is no deadline for implementing a solution.

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

No. The 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?

Yes. There is an option to make a claim against the importer, the producer or an earlier seller in the chain.

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 date on which the seller was notified of the defect, 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. Article 6:228 of the Dutch Civil Code provides for cancellation of a purchase on the grounds of lack of consent and "error".

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.**