

# Norway



## LEGAL GUARANTEE

### Garanti in Norwegian

*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?

For both new and second-hand goods, the duration is normally 2 years, and 5 years for goods expected to have a longer lifespan.

### 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. Notification within 2 months of discovering the defect is always considered reasonable.

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

The seller must prove that the item was not defective for the first 6 months after the delivery of the product («reversal of burden of proof»). After that, the consumer must prove that it was defective.

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

There is no publicly designated testing body to provide expert opinions. The consumer can ask a private expert in the field in question, but the seller might not recognise their opinion. 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 «hierarchy of remedies»:

- Firstly, repair or replacement based on the consumers wishes, free of charge and within a reasonable time frame, except where replacement is impossible or will cause the trader unfair costs. In addition, the consumer might demand damages for economic loss caused by the defect.
- Secondly, refund or reduction of the purchase price if repair or replacement is impossible or not done within a reasonable time frame. The consumer is not entitled to a refund if the defect is irrelevant.

There is no deadline for implementing a solution, but the seller should provide a solution in reasonable time.

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

In the case of replacement or a repair which is so extensive that it can be compared to a replacement, the legal guarantee period is extended to an additional 2 or 5 years. However, when considering whether the product is defect this will be based on when the product was originally purchased. If a new defect occurs, the seller must be notified in reasonable time, and certainly within the legal prescription period.

### 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 forward a claim to an importer, a national producer or a previous seller in the supply chain.

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

The prescription period is 3 or 5 years from delivery of the goods (depending on the duration of the legal guarantee), unless there is a suspension of the statutory limitation period. In cases of gross negligence or conduct contrary to good faith, the deadline can be extended. The 3-year prescription period does apply, but 1 year can be added for each year in which the consumer was unaware of the defect, up to a maximum of 10 years (which would equate to 13 years in total).

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

No.

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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 7 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?

No.

### What information is required?

**A reminder of the legal guarantee.**