

Poland



Warszawa / Warsaw

LEGAL GUARANTEE

GWARANCJA USTAWOWA in Polish

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 and can be reduced to 1 year for second-hand goods, for real estate is 5 years.

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?

No specific deadline is set.

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 12 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?

Consumers can get in touch with the regional trade inspectorates which provide lists of experts to whom they can turn for assistance. Courts also have such lists. Professional bodies in specific sectors can issue opinions, as can sellers, producers or independent stores, but these are not so readily available and might not be considered impartial.

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 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

Traders have 14 days to answer the complaint. There is no deadline for implementing a solution, only indication that it should happen within a reasonable time without undue inconvenience for the consumer.

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

Yes. In case of a **replacement** a new **2-year** legal guarantee comes into force.

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 good (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 one 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.

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, can be 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?

There is no legal requirement for this.

What information is required?

- the name and address of the guarantor or its representative in Poland
- the duration and territorial scope of the warranty
- rights in case of noticing the defect

It must also include a reminder of the legal guarantee.