

Portugal



LEGAL GUARANTEE

Garantia Legal de conformidade in Portuguese

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 guarantee is normally **2 years**, but can be reduced to 1 year for second-hand goods, if the consumer agrees.

If the product is defective, who is responsible for putting things right?

The seller, even if you purchase on an Internet platform. However the platform may accept to be an intermediary so read the terms and conditions to find out more.

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 2-year duration of the legal guarantee, **the seller** must prove that the item was not defective ("reversal of burden of proof").

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 it 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.

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

There is no hierarchy of remedies. The consumer can choose between **repair, replacement, refund or a price reduction**. The time frame for applying the guarantee is **30 days**.

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

Yes. In case of a **replacement** a new **2-year** 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. The consumer can request repair or replacement from the producer.

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

The prescription period is **2 years** for movable goods from the notification of the defect, unless there is a suspension of the statutory limitation period, and 3 years for immovable property.

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

There is a 5-year legal guarantee for immovable property defects.

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 the 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?

A reminder of the legal guarantee.