

Romania



LEGAL GUARANTEE

”Garanție legală de conformitate,, in Romanian

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 shorter for goods with a shorter expected lifespan. It can be reduced to 1 year for 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?

The consumer can ask any repair shop or a judicial expert for their opinion, but it might not be accepted by the seller. In the event of a court procedure, the judge will ask for an independent expert opinion. The out of court testimony might be admissible as evidence, but for full proof a judicial expert’s opinion is required.

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. The seller or repairer has to bring the goods into conformity within **15 calendar days** of the moment the consumer notifies them of the defect

or hands over the product to the seller or its representative. If the period required for repair exceeds 15 calendar days, the consumer is entitled to cancel the contract and be refunded. For long term use products (e.g. electronic devices) when the combined non-functioning period due to defects during the guarantee period is more than 10% of this period, the consumer can ask for a replacement or a refund.

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

For long term use products (e.g. electronic devices) the replaced product is covered by a new guarantee starting from the moment of replacement. For repaired products, the legal and commercial guarantee periods are extended with a period equal to the time from the moment the consumer notified the seller about the defect or handed over the product to the seller until the moment the product is repaired and the consumer was notified or the product was delivered to him.

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

Theoretically yes, under the Civil Code provisions regarding general civil liability and only via a court procedure. The consumer must prove the existence of a fault, the damages incurred and the link between them.

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

The prescription period is **3 years** from the discovery 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?

A guarantee against hidden defects, but the consumer must prove the existence of any such defect.

Romania



București / Bucarest

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 must provide the commercial warranty in writing at the request of the consumer. For long term use products the commercial guarantee must be given in written in all cases.

What information is required?

It must include the content of the warranty, all essential elements such as duration, product identification details, the medium period for which the product can be used, if it is the case, how the warranty will be applied – maintenance, repair, replacement and the time limits for each measure, details of the company offering it and of the service and a reminder of the legal guarantee.

