

Sweden



Karlstad

LEGAL GUARANTEE

Reklamationsrätt in Swedish

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 **3 years** for 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. A private sale is covered by the legal guarantee if performed through a commercial intermediary.

By when must the consumer notify the seller of any defects?

The consumer must act within a reasonable period of noticing the defect but there is no specific deadline other than the legal prescription period of 3 years. A complaint made within 2 months is always considered to have been made within a reasonable time frame.

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 upon delivery ("reversal of burden of proof"). **After that, the consumer** must prove that it was (so-called "original fault").

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 they do not have to give one and their opinion might not be recognised 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 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. Exceptionally, the consumer may claim a refund at this stage if the defect is of material significance to him/her. In addition, the consumer may be entitled to claim damages or withhold payment. **Secondly, refund or reduction** of the purchase price if repair or replacement is impossible, does not take place within a reasonable period of time, or cannot be done without significant inconvenience to the consumer. A solution must be implemented within a reasonable time frame.

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

There is no explicit rule on this.

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

Yes. If the seller is insolvent, has ceased trading, or **cannot be located**, the buyer is entitled to make a direct claim based on defects in the goods against any intermediary 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 **10 years** from delivery of the good for a consumer, unless there is a suspension of the statutory limitation period, and 3 years for a trader to take a consumer to court.

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

Yes. There is a legal guarantee of 10 years 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 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. 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?

Information about the contents of the commercial warranty, all information necessary for the consumer to make a claim based on the warranty and **a reminder of the legal guarantee**.