

Slovakia



LEGAL GUARANTEE

“zákonná záruka” in Slovakian

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 of the guarantee is **2 years** and 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?

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 2 years.

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

During the first year the seller must prove that the item was not defective (“reversal of burden of proof”) by paying for an expert opinion and providing a copy to the consumer. **After that**, the consumer must prove that the item was defective.

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

The consumer may ask an independent expert for their opinion in order to prove the existence of a defect at his/her own expense.

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 time frame for applying the guarantee is **30 days**.

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

Yes. If the good has been **replaced**, a new **2-year** legal guarantee begins.

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

No information is available.

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 date on which the seller was notified 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?

Yes. There is a legal guarantee of 3 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, 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?

There are no specific requirements.