

Slovenia



Ljubljana

LEGAL GUARANTEE

“odgovornost za stvarne napake ali jamstvo za skladnost” in Slovenian

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** for new goods and 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 turn to an independent expert. This opinion might not be accepted by the seller. In case of a court procedure the court can order an opinion of an independent court expert. The Ministry of justice has an official list of independent court experts.

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 from **repair, replacement, reduction of the purchase price or refund.** A **deadline of 8 days** is fixed by law for the seller to implement a solution.

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

In the case of a **replacement** product or product part, a new legal guarantee period starts.

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

Not under the legal guarantee of conformity. But under the **obligatory Slovenian 1-year guarantee** (see below) the consumer can make a claim against anyone 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 **2 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?

A 1-year obligatory guarantee exists for so-called **technical products** (as defined in a Regulation of the Ministry of Economic Development and Technology). This guarantee must be issued by the producer.

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?

According to the definition of the commercial warranty it must be free of charge. If a trader charges for a warranty exceeding two years, this should neither be called, nor advertised as a warranty, but as a different product, such as insurance.

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?

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and **a reminder of the legal guarantee.**