

## Table of Member States having transposed the directive on consumer rights

(based on information available in September 2014)

Country*	TRANSPOSITION STATUS	TRANSPOSITION LAW AND ENTRY INTO FORCE
<b>AT</b>	transposed	Entry into force 13th June 2014; transposition law: Verbraucherrechte-Richtlinie-Umsetzungsgesetz (VRUG).
<b>BE</b>	transposed	Entry in force 31/05/2014. transposition law of 21/12/2013.
<b>BG</b>	draft law	draft from the Ministry of Economy and Energy which very soon will be sent to the Council of Ministers as a proposal bill. After that the national assembly needs a few weeks to adopt the law.
<b>CY</b>	transposed	Entry into force 13/06/2014. Transposition law: Law 133(I)/2013 The Consumer's rights Law of 2013. The Law was published in the Government Gazette on 8/11/2013.
<b>CZ</b>	transposed	With effect from 1 January 2014 a new Civil Code (Act no. 89/2012 Coll.) and related implementing minor regulations were adopted in the Czech Republic. Most of requirements of Directive 2011/83/EU were implemented there. The Act on Consumer Protection (no. 634/1992 Coll.) was also amended.
<b>DE</b>	transposed	Entry into force 13th of June 2014.
<b>DK</b>	transposed	Entry into force 13th of June 2014; transposition law: Lov om forbrugeraftaler
<b>EE</b>	transposed	Entry into force 13th of June 2014; transposition law: The Directive 2011/83/EU has been implemented into Estonian national law, more precisely into two acts.  The Law of Obligations- the new reduction is coming into the force on 13th of June 2014 Consumer Protection Act - the new reduction is coming into the force on 13th of June 2014 The new reductions include the provisions of the Directive.
<b>ES</b>	draft law	approved by the Spanish Government beginning of April but has not yet been submitted to the Spanish Parliament.
<b>FI</b>	transposed	Entry into force 13th of June 2014; transposition law: Consumer Rights Protection Law amending the Finnish Consumer Protection Act (38/1978)

<b>FR</b>	transposed	by a horizontal law, introducing and amending other dispositions of the consumer code as well: Loi « consommation » du 17 mars 2014. The transposition measures entered into force on June 13th 2014 but for certain points an application decree is necessary. The decree is foreseen for september 2014.
<b>GR</b>	transposed	Enforcement begins from the 13th of June 2014.
<b>HR</b>	draft law	The directive is implemented in the new Consumer Protection Act, which is currently under parliamentary procedure and will become effective before the summer.
<b>HU</b>	transposed	by the Consumer Protection Act which came into force on 8 April 2014. (some provisions became effective on 13 June 2014, and some will be effective from 1 January 2015.). transposition law: decree on The Rules of Contracts between Consumers and Undertakings
<b>IE</b>	transposed	Entry into force 13th of June 2014.
<b>IS</b>	draft law	EEA - country ; every EU-law first has to be implemented in the EEA-contract for Iceland and Norway. But it seems that only minimal changes will be needed when the time comes. It has not yet been adopted in Icelandic national law. However the process of implementation has begun.
<b>IT</b>	transposed	Entry into force 13th of June 2014
<b>LT</b>	transposed	Entry into force 13th of June 2014. transposition law: Consumer Rights Protection Law and Civil Code of the Republic of Lithuania
<b>LU</b>	transposed	Loi du 2 avril 2014
<b>LV</b>	transposed	Entry into force 13th June 21014. implementation law: Consumer Rights Protection Law
<b>MT</b>	transposed	Entry into force 13th of June 2014; transposition law: The Consumer Rights Regulations, Legal Notice 439 of 2013
<b>NL</b>	transposed	Transposition law: "Implementatiewet richtlijn consumentenrechten". The law entered into force on 13 June 2014.
<b>NO</b>	transposed	Entry into force 13th of June 2014; transposition law: New Right to withdrawal law (angrerettlov). There will however also be minor changes in the Consumer Goods law (forbrukerkjøpslov), Sale of Goods and Services on credit law (finansavtalelov), Sale of craftsman services law (håndverkertjenestelov) and the Marketing law (markedsføringsloven).
<b>PL</b>	draft law	Entry into force 25th of December 2014. the directive will be implemented through the adoption of the Law on consumer rights (Ustawa o prawach konsumenta). Polish Parliament while introducing some amendments to the bill implementing the Directive on consumer rights, extended vacatio legis to 6 months. (among others at the request of the President of the Office of Competition and Consumer Protection - our host organization). The act has already been passed by both chambers of Polish Parliament and is waiting for the signature of the President. If the law will be published in June, it will enter into force on 25/12/2014.
<b>PT</b>	transposed	Entry in force 13th June 2014; decree-law 24/2014, of 14th February

<b>RO</b>	transposed	Entry into force 13/06/2014. Transposition law: Emergency Governmental Ordinance 34/2014
<b>SE</b>	transposed	Entry in force 13th June 2014;
<b>SI</b>	transposed	Entry in force 13th June 2014; transposition law: Act amending the Consumer Protection Act
<b>SK</b>	transposed	The Directive 2011/83/EU is transposed in a completely new Act which came into force on 1st May 2014 (Act 102/2014 Coll.)
<b>UK</b>	transposed	Entry into force 13th of June 2014.

## Summary of facts on the legal guaranty of conformity and commercial warranties

Main legal sources:

Directive 1999/44/EC on sale of consumer goods and associated guarantees and Directive 2011/83/EU on consumer rights, national implementations

LEGAL GUARANTEE	
<b>Definition of non conformity</b>	<b>A product is faulty if it does not comply with the given description or if it cannot be used for normal purposes or the specific purposes requested by the consumer. The product is also faulty if it is not of normal quality and does not perform as can be reasonably expected.</b>
<b>Responsible for the application of the legal guarantee</b>	Always the <b>seller</b> .
<b>Duration of the legal guarantee</b>	<ul style="list-style-type: none"> <li>• <b>2 years</b> in the majority of EU-countries (<b>Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, France, Germany, Greece, Hungary, Italy, Latvia, Lithuania, Luxembourg, Malta, Poland, Portugal, Romania, Slovenia, Slovakia and Spain</b>) as well as in <b>Iceland and Norway</b>,</li> <li>• <b>3 years</b> in <b>Sweden</b>,</li> <li>• <b>5 years</b> in <b>Iceland and Norway</b> for goods with a longer expected lifespan,</li> <li>• <b>6 years</b> in <b>Ireland</b>.</li> <li>• <b>United Kingdom</b> has two different limitation periods: <b>6 years</b> in <b>England, Wales and Northern Ireland</b>, <b>5 years</b> in <b>Scotland</b>.</li> <li>• In the <b>Netherlands and Finland</b>, the duration is based on the expected lifespan of the item.</li> </ul>
<b>Shorter duration</b>	In all countries, specific durations exist for perishable goods such as flowers and food, or goods with a marked date of maximum durability such as packed or canned food or drugs. In <b>Romania</b> , for example, a shorter duration is explicitly foreseen for goods with shorter expected lifespan.
<b>Duration for second hand goods</b>	<ul style="list-style-type: none"> <li>• <b>No reduction</b> in <b>Bulgaria, Denmark, Estonia, Finland, France, Greece, Iceland, Ireland, Latvia, Lithuania, Malta, Netherlands, Norway, Sweden and United Kingdom</b>.</li> <li>• In <b>Austria, Belgium, Croatia, Cyprus, Czech Republic, Germany, Hungary, Italy, Luxembourg, Poland, Portugal, Romania, Slovenia and Slovakia</b> the time limit can be <b>reduced but not to less than 1 year</b>.</li> <li>• <b>12 months</b> in <b>Spain</b>.</li> <li>• In <b>Austria</b> and <b>Portugal</b>, the express consent of the consumer has to be given on a case-by-case basis.</li> </ul>

<p><b>Deadline for the consumer to signal the existence of a defect or lack of conformity with the contract to the seller</b></p>	<ul style="list-style-type: none"> <li>• <b>2 months</b> from discovery in <b>Bulgaria, Croatia, Cyprus, Estonia, Italy, Latvia, Malta, Poland</b> (until 25 December 2014), <b>Portugal, Romania, Slovenia and Spain</b>.</li> <li>• <b>Within reasonable time</b> of noticing the lack of conformity in <b>Austria, Belgium</b> (although the seller may impose a 2-month deadline), <b>Czech Republic, Denmark, Finland, Greece, Iceland, Ireland, Lithuania, Luxembourg, Netherlands, Norway, Slovakia, Sweden and United Kingdom</b>.</li> <li>• In <b>Finland, Iceland and Norway</b> the deadline can never be shorter than 2 months. In <b>Denmark, Netherlands and Sweden</b>, a complaint made within 2 months is always considered reasonable.</li> <li>• In <b>Hungary</b>, the complaint needs to be made <b>without delay</b>, but 2 months is always considered to be without delay.</li> <li>• In <b>France and Germany</b>, there is <b>no deadline</b> for signaling the existence of a defect other than the legal prescription period of 2 years.</li> </ul>
<p><b>Reversal of burden of proof: the defect is presumed to exist</b></p>	<ul style="list-style-type: none"> <li>• <b>All Member States</b> introduced this reversal of burden of proof in favour of the consumer in their national law. 5 of them went further by extending the normal 6-months duration of this reversal:</li> <li>• <b>1 year</b> in <b>Slovakia and Poland</b>, <b>2 years</b> in <b>Portugal</b>, <b>2 years</b> in <b>France</b> from 2016.</li> <li>• <b>Slovakia</b> extends the reversal of burden of proof period to 12 months and within that period, proof that the item was not defective must be provided by an expert at the seller's expense.</li> <li>• In <b>Sweden</b> for building elements intended to constitute a major part of a single or dual family dwelling, the reversal of burden of proof is 2 years of delivery.</li> <li>• In <b>Spain</b>, in case of a repair or replacement of the item under the legal guarantee, in the first 6 months from the moment the repaired or replaced product is delivered to the consumer, the reversal of burden of proof is applicable.</li> </ul>
<p><b>Is there a third party testing body to assist the consumer with providing proof?</b></p>	<ul style="list-style-type: none"> <li>• In most countries consumers can ask any specialist body or repair shop for an expert opinion, but this opinion might not be accepted by the seller. In the event of a court procedure, the judge may accept it, or ask for an independent expert opinion.</li> <li>• Many <b>Danish</b> ADR bodies have their own experts who are asked for an opinion where necessary.</li> <li>• In <b>Poland</b>, consumers can get assistance from regional trade inspectorates which have lists of experts, as do common courts.</li> <li>• In <b>Malta</b>, an expert can be appointed by the Consumer Claims Tribunal.</li> <li>• In the <b>Czech Republic, Hungary and Slovenia</b> the Ministrof Justice has an official list of independent experts whom consumers and sellers can contact.</li> <li>• In <b>Bulgaria</b>, in the event of a court procedure, an expert is appointed by the judge from a list of experts.</li> <li>• In <b>Latvia</b>, if a seller refuses a consumer's claim, the consumer can request an independent expert opinion. This is regulated by Cabinet Regulations under which the consumer can select an expert from the Latvian Consumer Rights Protection Centre database.</li> </ul>

<p><b>Is there a third party testing body to assist the consumer with providing proof?</b></p>	<ul style="list-style-type: none"> <li>• In <b>Lithuania</b> national institutions can assist with providing proof (e.g. State Non-Food Products Inspectorate).</li> <li>• <b>United Kingdom</b> has a limited number of sector-specific ADR bodies (e.g. The Furniture Ombudsman) with the expertise to produce such reports. These can be costly and consumers may have to pay upfront, but in most cases the 'loser' in the argument should end up paying.</li> </ul>
<p><b>Hierarchy of remedies to be provided</b></p>	<ul style="list-style-type: none"> <li>• <b>In most countries, repair or replacement</b>, and if this is impossible or not possible within a certain time frame or without significant inconvenience to the consumer, <b>partial or total refund</b>.</li> <li>• <b>No hierarchy in Greece, Portugal and Slovenia.</b></li> <li>• In <b>Ireland, a dual policy exists:</b> under national law, the consumer can claim a refund, or if he/she accepts repair or replacement, under the transposed EU rules priority is given, in the first instance, to repair or replacement and, following that, partial or total refund.</li> <li>• In the <b>United Kingdom</b> consumers can <b>reject</b> the item outright if it is yet to be 'accepted'. In other cases, the traders should initially be given the opportunity to correct the issue by repair or replacement. If this does not resolve the situation within a reasonable time and without significant inconvenience to the consumer, he/she can insist on a full or partial refund, the latter taking into account usage up to that point. Traders can also offer a refund outright if repair or replacement is impossible or disproportionate.</li> <li>• In <b>Denmark</b>, the consumer may claim <b>a refund right away</b> if the defect is significant, but not if the seller offers to repair or replace the product.</li> <li>• In <b>Latvia</b>, until Summer 2015, during the first 6 months the consumer can choose between <b>repair, replacement or partial or total refund</b>. After that, the consumer is, in the first instance, only entitled to repair or replacement. Only if this is not possible or cannot be done within a reasonable time frame, can the consumer request a partial or total refund.</li> </ul>
<p><b>Time frame for providing a remedy</b></p>	<ul style="list-style-type: none"> <li>• In most countries, the first remedy to be provided is repair or replacement. This must be done free of charge and <b>within a reasonable time frame</b> in <b>Austria, Belgium, Croatia, Cyprus, Denmark, Estonia, Finland, Germany, Iceland, Italy, Lithuania, Malta, Netherlands, Norway, Poland, Romania, Spain, Sweden and United Kingdom</b>.</li> <li>• In <b>Bulgaria, France and Luxembourg</b>, the deadline is 1 month.</li> <li>• In <b>Hungary</b>, the seller must try to perform the repair or provide a replacement within <b>15 days</b>.</li> <li>• In <b>Romania</b> the seller or repairer must also bring the goods into line with requirements within <b>15 calendar days</b> of when the consumer notifies them of the issue. National law specifies that if the period required for repair exceeds 15 calendar days, the consumer can cancel the contract and be refunded.</li> <li>• A trader operating in <b>Estonia</b> is obliged to accept any written complaint and answer the consumer within <b>15 days</b>.</li> </ul>

<p><b>Timeframe to provide the remedy</b></p>	<ul style="list-style-type: none"> <li>• If repair or replacement is impossible within a set time frame, the seller must provide a partial or total refund. This has to be done within 1 month in <b>Bulgaria</b>, and within a <b>reasonable time frame</b> in <b>Germany, Iceland, Lithuania, Malta, Norway and Sweden</b>.</li> <li>• <b>No deadline</b> is set in <b>Austria, Belgium, Croatia, Cyprus, Estonia, Finland, France, Hungary, Ireland, Italy, Poland, Spain, Netherlands and United Kingdom</b>.</li> <li>• In <b>Slovenia</b>, a deadline of <b>8 days</b> is fixed by law within which the seller has to satisfy the consumer's request.</li> <li>• In the <b>Czech Republic, Latvia, Portugal and Slovakia</b>, a deadline of <b>30 days</b> for providing a remedy is set. In Slovakia, once this deadline passes, the item is considered unrepairable and the consumer has a right to a replacement or refund.</li> <li>• In <b>Greece</b>, the seller or repairer has to bring the goods into line with requirements within a <b>justifiable period</b> and without significant inconvenience to the consumer.</li> <li>• In <b>Lithuania</b>, while the seller must remove the defects within a <b>reasonable time frame</b>, the legislation does not define a specific time period. Rather it depends on the nature of the item, the complexity of the defects and other factors. If a deadline is established in the guarantee document or by the repair service the consumer called upon, the seller or his/her representative must comply. In case the consumer claims a refund, the money has to be returned as soon as possible but not later than <b>15 days after</b> the return of the item, unless the consumer and the seller have agreed otherwise.</li> </ul> <p>What constitutes a reasonable time frame usually varies between cases. It is thus important that the consumer fix a deadline for remedy.</p>
<p><b>Obligation to inform the consumer about availability of spare parts</b></p>	<ul style="list-style-type: none"> <li>• In <b>France</b>, the producer has to inform the seller of the period in which the spare parts necessary for the use of the goods are available on the market. The seller has to tell the consumer before conclusion of the contract.</li> <li>• In <b>Slovenia</b>, the seller has to provide an obligatory guarantee for specific technical goods granted by the producer when concluding a sales contract. This guarantee includes information on the period following its expiry, during which the body issuing the guarantee provides maintenance, spare parts and coupling devices.</li> <li>• In <b>Italy</b>, there is no obligation of information but the seller should inform the consumer if the goods are out of production on the legal basis of fairness, transparency and equity in contractual relations, as these are recognised as fundamental consumer rights.</li> </ul>

<p><b>Obligation to provide spare parts to the seller or repairer</b></p>	<ul style="list-style-type: none"> <li>• From 2016, in <b>France</b>, the producer has <b>2 months</b> in which to supply spare parts.</li> <li>• In <b>Malta</b>, if the goods are such as may require maintenance or replacement of parts, replacement parts and an appropriate repair service must be made available for a reasonable period from delivery. The trader or the producer may release themselves from this obligation by expressly notifying the consumer in writing, before the contract is concluded.</li> <li>• In <b>Greece and Romania</b>, national law states that the seller (Greece) or the producer (Romania) should ensure provision of spare parts <b>throughout the expected lifespan</b> of the product.</li> <li>• In <b>Portugal</b>, “The consumer has a right to after-sales assistance, namely provision of spare parts for the <b>average expected lifespan</b> of the products supplied”.</li> <li>• In <b>Slovenia</b>, under the obligatory guarantee for specific technical goods, maintenance and spare parts must be available for <b>at least 3 years</b> after expiry of the guarantee.</li> </ul>
<p><b>Remedies under the legal guarantee have to be provided free of charge</b></p>	<p>This includes <b>communication costs, shipping costs, administrative fees, and repair or replacement</b>.</p>
<p><b>Expensive phone lines for complaint management</b></p>	<ul style="list-style-type: none"> <li>• Hotlines enabling consumers to ask for application of the legal guarantee must be <b>accessible at a basic rate</b> in <b>Austria, Belgium, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Luxembourg, Netherlands, Portugal, Romania, Slovenia, Slovakia, Spain, Sweden and United Kingdom</b>.</li> <li>• In the Netherlands, the basic tariff which can be applied is indicated in a ministerial regulation.</li> <li>• In <b>Bulgaria, Lithuania and Poland</b>, consumers may be charged higher rates, but the price has to be indicated.</li> </ul>
<p><b>Suspension of the legal guarantee during repair/replacement</b></p>	<ul style="list-style-type: none"> <li>• In <b>Belgium, Bulgaria, Cyprus, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway and Romania</b>, during repair or replacement the 2-year legal guarantee is suspended and continues as soon as the consumer receives the repaired or replacement item.</li> <li>• In <b>Austria, Croatia, Estonia, Greece and Iceland</b>, a <b>new 2-year guarantee period</b> starts when the <b>repaired or replacement</b> item is delivered to the consumer.</li> <li>• In <b>Denmark</b>, once a <b>replacement</b> item is delivered to a consumer, a <b>new 2-year legal guarantee period</b> starts. For <b>repair</b>, the consumer can claim a <b>3-year</b> guarantee period if the same defect reoccurs.</li> <li>• In <b>Portugal, Poland and Slovakia</b>, a <b>new period starts</b> in the event of a <b>replacement</b>. This is also the case in <b>Slovenia</b> for the replaced item or major components, unless otherwise agreed in the contract.</li> <li>• In <b>Spain</b>, the law distinguishes between repair and replacement. For <b>repairs</b>, the legal guarantee is <b>suspended</b>. Once the item is repaired, the guarantee period continues. In the first six months from delivery of the repaired product to the consumer, the reversal of burden of proof is applicable. For <b>replacements</b>, a <b>new 2-year guarantee period</b> comes into force on delivery. During the first six months from delivery, the reversal of burden of proof is also applicable.</li> </ul>



<p><b>Suspension of the legal guarantee during repair/replacement</b></p>	<ul style="list-style-type: none"> <li>• A similar situation exists in <b>Hungary</b> where the Civil Code states: “The legal guarantee period is <b>suspended</b> for the time during which the goods are being <b>repaired</b> and the consumer cannot use them. If the goods or any major component of the goods is <b>replaced</b> or repaired, the <b>guarantee period recommences</b> for the goods or major components that have been replaced or repaired as well as for any defect resulting from the repair.”</li> <li>• In <b>Germany and Sweden</b>, the law is not explicit on this point. In Germany, the courts may consider that the legal guarantee starts anew for any exchanged parts. To prevent this, sellers usually refuse to accept the existence of a defect covered by the legal guarantee, but repair the item, claiming that it is a goodwill gesture and without acknowledging any legal obligation.</li> <li>• In <b>Bulgaria</b>, there is no legal provision for this. The Bulgarian enforcement authority considers that the legal guarantee lasts for two years from purchase. A replacement is not a new purchase and the original terms of the guarantee continue to apply.</li> <li>• In <b>France</b>, the law is not explicit. Only for commercial warranties is this point clarified. If an item is out of use for more than 7 days, the commercial warranty is extended by the time necessary for repair.</li> </ul>
<p><b>Prescription period for legal action by the consumer based on the legal guarantee of conformity</b></p>	<ul style="list-style-type: none"> <li>• <b>The prescription period can never be shorter than the legal guarantee period.</b></li> <li>• In <b>Belgium and Poland</b>, the prescription period is <b>1 year from discovery of the defect</b>, but it cannot expire before the end of the legal guarantee period of 2 years.</li> <li>• In <b>Austria, Bulgaria, Croatia, Cyprus, France, Germany, Greece, Latvia, Lithuania, Luxembourg and Malta</b>, the prescription period in cases of non-conformity of goods is based on the legal guarantee period and is therefore <b>2 years from delivery to the consumer</b>.</li> <li>• The prescription period is also <b>2 years, but from notification by the consumer of the seller of the existence of a defect in the Netherlands, Portugal and Slovenia</b>.</li> <li>• In <b>Hungary</b>, the prescription period is limited to <b>2 years from delivery of the goods</b>, but if the consumer is unable to enforce a claim for a legitimate reason, the prescription period is suspended. In such cases, the claim remains enforceable for one year from the time when the impediment is eliminated, even if the 2-year prescription period has expired or has less than 1 year to run.</li> <li>• In <b>Italy</b>, the prescription period for enforcing claims of non-conformity expires <b>26 months after delivery</b> of the goods.</li> <li>• In <b>Estonia and Spain</b>, the prescription period is limited to <b>3 years from delivery</b> of the goods.</li> <li>• In <b>Denmark, Finland and Romania</b> it is also limited to <b>3 years</b>, but <b>from the moment in which the consumer detected</b> or should have detected the <b>defect</b>. In <b>Slovakia</b>, the prescription period is <b>3 years from the date of notification</b> of the existence of a defect by the consumer to the seller.</li> <li>• In the <b>Czech Republic and Slovakia</b>, the general prescription period is <b>3 years from when the claim is made</b>.</li> </ul>

<p><b>Prescription period for legal action by the consumer based on the legal guarantee of conformity</b></p>	<ul style="list-style-type: none"> <li>• In <b>Ireland</b>, the general limitation period of <b>6 years from delivery</b> of the goods applies (as is the case in the <b>United Kingdom</b> outside of Scotland where it is 5 years), and <b>Sweden</b> foresees a 10-year general prescription period. The consumer can take legal action within <b>10 years of delivery</b> if he/she has made a complaint to the seller within the legal guarantee period of 3 years.</li> <li>• In <b>Norway</b>, the prescription period is <b>3 years from delivery</b> of the item, or <b>5 years</b> based on the legal guarantee for longer-lasting items. To the 3 years, 1 year can be added for each year in which the consumer was unaware of the defect up to a maximum of <b>10 years</b> (13 years in total).</li> </ul>
<p><b>Can the consumer make a claim against the importer or any other intermediary in the sale chain up to and including the producer?</b></p>	<ul style="list-style-type: none"> <li>• <b>Most countries do not foresee such a possibility</b> and the consumer can only make a claim against the producer or importer, for example, if they offer their own commercial warranty.</li> <li>• According to <b>Finnish</b> legislation, the consumer has the right, with certain restrictions, to make a claim related to a defect in a product against a business which supplied the goods for resale at an earlier point in the supply chain. This is also the case in <b>Sweden</b> if the seller is insolvent, has ceased trading or cannot be located.</li> <li>• In <b>Norway</b>, an option exists to forward a claim to an importer, a national producer or previous seller in the chain. The same option exists in the <b>Netherlands</b>.</li> <li>• In <b>Iceland</b>, if the seller has a claim against another intermediary the supply chain, the consumer can also make a claim against this party.</li> <li>• In <b>France</b>, under the legal guarantee against hidden defects, the consumer can make a claim against any intermediary in the supply chain other than the final seller.</li> <li>• The same situation exists in <b>Spain</b>, where the consumer can also make a direct claim against the producer for replacement or repair when contacting the seller is impossible or excessively inconvenient to the consumer. For this purpose, manufacturers, importers or other intermediaries are considered producers.</li> <li>• Under the <b>Hungarian</b> product guarantee, which covers movable goods only, the consumer can make a claim against the producer. The manufacturer, the importer and distributor are considered as producers for this purpose. A producer can be held liable for two years from the date on which they distributed the product. In the event of a fault in a product, the consumer must inform the producer without delay. Informing a producer within 2 months is considered to be without delay. The consumer is liable for any damage resulting from late notification. The consumer can ask the producer to repair the product or – if this cannot be done within a reasonable time frame and without prejudice to the consumers interests – to replace it. The producer is exempted from liability if it can be proven that 1) they did not manufacture or distribute the product, 2) the defect could not have been detected, taking into account existing scientific and technical knowledge, 3) the defect was caused by the application of legal or mandatory provisions.</li> <li>• In <b>Slovenia</b>, under the 1-year obligatory guarantee on specific technical products the consumer can make a claim against any intermediary in the supply chain.</li> </ul>

**Can the consumer make a claim against the importer or any other intermediary in the sale chain up to and including the producer?**

- In **Ireland**, although it relates to commercial warranties rather than the legal guarantee, section 19(1) of the Sale of Goods and Supply of Services Act 1980 refers to a right of action for consumers against others in the supply chain. "The buyer of goods may maintain an action against a producer or other supplier who fails to observe any of the terms of the guarantee as if that producer or supplier had sold the goods to the buyer and had committed a breach of warranty, and the court may order the producer or supplier to take such action as may be necessary to observe the terms of the guarantee, or to pay damages to the buyer. In this subsection, "buyer" includes all persons who acquire title to the goods within the duration of the guarantee and, where goods are imported, "producer" includes the importer."
- In the **United Kingdom**, it is normally only possible to make a claim for damages (including personal injury claims) caused by a faulty or unsafe product, but not for remedies under the legal guarantee. In some isolated cases, it may be possible to make such claims against third parties, but this is normally prevented by inserting appropriate clauses into contracts made higher up the supply chain.
- In **Portuguese** law, the consumer is allowed to claim repair or replacement from the producer or the representative of the producer in his/her area of residence.
- In **Latvian** law, in the event of non-conformity of goods, a consumer is entitled to submit a claim to the trader. A trader is understood as a natural or legal person (including an importer) who within the scope of his/her economic or professional activity offers or sells goods to consumers, including by intermediary of other persons acting in his/her name.

Recourse against the producer may also exist if the defective product causes economic or bodily harm, based on product liability.

## COMMERCIAL WARRANTY

**In all Member States, Iceland and Norway, commercial warranties are regulated by law.**

The commercial warranty is binding on the provider.

### Responsibility for application of the commercial warranty

The guarantor/provider of the warranty.

### Costs

Commercial warranties have to be free of charge in **Finland, Latvia and Slovenia.**

### Timing of information

- **Before conclusion of the contract** in **Austria, Belgium, Denmark, Finland, Hungary, Italy, Latvia, Lithuania, Romania, Slovenia, Spain and Sweden.**
- This can be done at the latest upon delivery of the item which is then considered as the moment of conclusion of the contract if there is no pre-contractual phase in **Croatia, the Czech Republic, France, Germany, Italy, Netherlands, Portugal and Slovakia.**
- In **Luxembourg**, the information has to be provided at the latest at the moment of conclusion of a contract.
- In **France**, a commercial warranty can also be offered upon repair of an item, so the information must then be provided before conclusion of a repair contract.
- No specific rules are laid down in **Bulgaria, Ireland Iceland and Hungary** (for on-premises contracts) but general rules on pre-contractual information apply.
- In the **United Kingdom**, consumers can expect to be made aware that the purchase of the commercial warranty is optional, that any such warranty can be provided by other parties, of their statutory rights, etc. The pre-contractual information should be given in accordance with the general applicable rules.
- In **Poland**, the seller is not obliged to specifically inform the consumer about the existence of a commercial warranty, but must hand over all documentation concerning the purchased item, including on a commercial warranty, if it exists.

### Formal requirement

- **Austria, Belgium, Bulgaria, Croatia, Czech Republic, Estonia, France, Greece, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Portugal, Romania, Slovenia, Slovakia, Spain, and Sweden** normally require a written warranty document for off- and on-premises contracts.
- A durable format is accepted at the consumer's request in **Austria, Belgium, Bulgaria, Czech Republic, Estonia, Finland, Germany, Greece, Iceland, Ireland, Italy, Luxembourg, Hungary, Netherlands, Portugal, Slovenia, Slovakia, Spain, Sweden** (for off-premises contracts; for on-premises and distance contracts a readable and durable format is accepted) and **United Kingdom.**
- In **Germany and Hungary** an obligation to provide a written document only exists for off-premises and distance contracts.
- In 5 countries a written document needs to be provided only at the consumer's request: **Czech Republic, Estonia, Finland, Iceland and Lithuania.**
- In **Cyprus, Norway and Poland** the law does not oblige the seller to confirm the commercial guarantee in writing.

<p><b>Language requirements</b></p>	<ul style="list-style-type: none"> <li>• It is a legal requirement that the commercial warranty be explained in plain, simple, clear, comprehensive and understandable terms in <b>Austria, Belgium, Cyprus, Czech Republic, Estonia, Finland, Germany, Italy, Luxembourg, Malta, Netherlands, Romania, Slovenia, Sweden and United Kingdom.</b></li> <li>• The use of the national language is requested in <b>France, Greece, Lithuania, Luxembourg</b> (where the consumer can choose between French and German), <b>Malta</b> (where a commercial warranty must be written in at least one of the official languages, i.e. English or Maltese), <b>Portugal, Slovenia and United Kingdom.</b> In <b>Belgium,</b> the commercial warranty must be written in at least one of the official languages of the region in which the product is offered for sale.</li> </ul>
<p><b>Inclusion of a reminder of the legal guarantee</b></p>	<ul style="list-style-type: none"> <li>• <b>Austria, Belgium, Bulgaria, Croatia, Cyprus, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovenia, Spain, Sweden and United Kingdom:</b> the commercial warranty has to provide a reminder of the existence of the legal guarantee and explain that the commercial warranty has no influence on the rights of the consumer under the legal guarantee provisions.</li> <li>• In <b>France,</b> the consumer must be reminded of the existence of the legal guarantee of conformity and the legal guarantee against hidden defects.</li> </ul>
<p><b>Information on the guarantor, cover, duration, geographical coverage and price</b></p>	<ul style="list-style-type: none"> <li>• <b>Austria, Belgium, Bulgaria, Croatia, Cyprus, Estonia, Finland, France, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Romania, Slovenia, Spain and United Kingdom.</b></li> <li>• In <b>Portugal,</b> geographical coverage is not expressly mentioned.</li> <li>• In <b>Sweden,</b> information on the content of the warranty must be given. However, the law does not specify what information is to be given.</li> </ul>
<p><b>Information on how the consumer can exercise his/her rights (complaints procedure and after-sales service)</b></p>	<ul style="list-style-type: none"> <li>• <b>Austria, Belgium, Bulgaria, Croatia, Cyprus, Estonia, Finland, France, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Romania, Slovenia and United Kingdom.</b></li> <li>• In <b>Sweden,</b> all information necessary for the consumer to make use of the warranty must be given. However, the law does not specify what information is to be given.</li> </ul>

For an overview of the main rules governing legal guarantees and commercial warranties, this report also provides a summary table.

The ECCs offer individual support to consumers. They help consumers to reach amicable solutions to cross-border disputes with traders in the 30 countries of the network, either by contacting the trader involved directly or by transferring cases to Alternative Dispute Resolution schemes.

If extrajudicial solutions are impossible, the ECCs give advice on further action, for example, the European small claims procedure or payment order.

This network of 30 centres provides information about national and EU laws, ensures consumer protection aspects are taken into account in national and EU legislative processes, and initiates and ensures professional cooperation with other EU networks and traders in order to better protect consumer interests.

**The European Consumer Centre France has led this project in close cooperation with the ECCs of Belgium, Denmark and Germany which formed the working group for this project. All 30 ECCs participated in the compilation of this report.**

This document is intended to present the legislation and situation regarding legal guarantees and commercial warranties in the various European countries at the moment of publication and in the most user-friendly manner possible. It has no legal value and the working group will not be held liable for any loss or cost incurred by reason of any person using or relying on the information in this publication.

The information provided in this extract is based on the full report so it is not complete in all points but rather a summary based on the information provided by each ECC. The views and interpretations reflected in this report are not those of the European Commission or the national funding bodies. They are solely those of the working group based on conclusions in the reports cited and on the data and questionnaire answers submitted to the working group by all project participants.

*This report is part of the action 670505 — ECC-Net FR.FPA which has received funding under a grant for an ECC action from the European Union's Consumer Programme (2014-2020). The content of this report represents the views of the author only and it is his/her sole responsibility; it cannot be considered to reflect the views of the European Commission and/or the Consumers, Health, Agriculture and Food Executive Agency or any other body of the European Union. The European Commission and the Agency do not accept any responsibility for use that may be made of the information it contains.*