

Contracts for the online and other distance sales of goods

2015/0288(COD) - 22/05/2019 - Final act

PURPOSE: to introduce new rules to make cross-border transactions in the purchase and sale of goods easier and safer for consumers and businesses.

LEGISLATIVE ACT: Directive (EU) 2019/771 of the European Parliament and of the Council on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC.

CONTENT: the Directive aims to contribute to the proper functioning of the internal market while providing for a high level of consumer protection, by laying down common rules on certain requirements concerning sales contracts concluded between sellers and consumers, in particular rules on the conformity of goods with the contract, remedies in the event of a lack of such conformity, the modalities for the exercise of those remedies, and on commercial guarantees.

This Directive on the sale of goods is part of a package of measures which also includes a [Directive](#) on contracts for the provision of digital content and services (Digital Content Directive). The objective is to ensure a high level of protection and legal certainty for European consumers, in particular when making cross-border purchases, and to facilitate EU-wide sales operations by businesses, in particular small and medium-sized enterprises (SMEs).

Scope

The Directive shall apply to sales contracts concluded between a consumer and a seller. It shall apply to all goods, including digital content or services that are incorporated or inter-connected with goods and that are provided with those goods as part of the contract of sale. It shall apply, for example, to products such as intelligent refrigerators.

Conformity

The goods shall meet subjective and objective compliance criteria. They must (i) correspond to the description, type, quantity and quality; (ii) be adapted to the use intended by the consumer, of which the seller was informed at the latest at the time of conclusion of the contract of sale and which the seller has accepted; (ii) be delivered with all the accessories and instructions, in particular installation instructions, provided for in the contract of sale; and (iii) be supplied with updates as provided for in the contract of sale.

If the goods contain digital elements, the seller must ensure that the consumer is informed of updates, including security updates.

Any lack of conformity resulting from the incorrect installation of the goods shall be deemed to be a lack of conformity of the goods if the installation is part of the contract of sale and was carried out by the seller or under his responsibility.

Seller's liability

The seller shall be liable if a defect appears within two years of the delivery date of the product. However, Member States may introduce or maintain a longer guarantee period in their national legislation.

Burden of proof

Any lack of conformity which becomes apparent within one year from the time when the goods were delivered shall be presumed to have existed at the time of delivery of the goods, unless proven otherwise or unless this presumption is incompatible with the nature of the goods or the nature of the lack of conformity. Member States could maintain or introduce a period of two years from the time the goods were delivered.

Consumer's recourse for lack of conformity

In the event of lack of conformity, the consumer shall be entitled to have the goods brought into conformity or to receive a proportionate reduction in the price, or to terminate the contract. In order to have the goods brought into conformity, the consumer may choose between repair and replacement.

The seller may refuse to bring the goods into compliance if repair and replacement is impossible or would impose costs that would be disproportionate.

The consumer shall not be entitled to terminate the contract if the lack of conformity is only minor. The burden of proof as to whether or not the lack of conformity is minor would be on the seller. The consumer would have the right to suspend payment of the balance of the price or part thereof until the seller has fulfilled his obligations.

Repair or replacement of goods

A repair or replacement should be carried out: (a) free of charge; (b) within a reasonable time after the seller has been informed by the consumer of the lack of conformity; and (c) without any significant inconvenience to the consumer, taking into account the nature of the goods and the purpose for which the consumer required the goods. The seller should take back the replaced goods at his own expense. The consumer would not be required to pay for the normal use he made of the replaced goods in the period prior to their replacement.

Commercial guarantees

Where a producer offers the consumer a commercial guarantee of durability for certain goods for a certain period of time, the producer shall be directly liable to the consumer for the duration of the commercial guarantee of durability with regard to repair or replacement.

Consumer information

Member States shall take measures to ensure that information on consumer rights under the directive, and on how to enforce these rights, is available to consumers.

ENTRY INTO FORCE: 11.6.2019.

TRANSPOSITION: no later than 1.7.2021.

APPLICATION: from 1.7.2022.