

Consumers' protection: sale of consumer goods and associated guarantees

1996/0161(COD) - 25/05/1999 - Final act

PURPOSE : to approximate the laws, regulations and administrative provisions of the Member States on certain aspects of the sale and associated guarantees of consumer goods, with the view to ensuring a minimal uniform protection of consumers in the internal market framework. **COMMUNITY MEASURE** : Directive 1999/44/EC of the European Parliament and of the Council on certain aspects of the sale of consumer goods and associated guarantees. **CONTENT** : the main elements of the Directive are as follows : - the field of application : consumer goods are defined as any tangible movable item with the exception of goods sold by way of execution or otherwise by authority of law, water and gas where they are not put up for sale in a limited volume or set quantity, electricity; - the rights of the consumer : in case of lack of conformity of a product, 4 possibilities are provided for : repair of the good or replacement of the good or a reduction of the price or the contract rescinded with regard to that good. In the first instance, the consumer has the right to demand the seller the repair of the goods or their replacement, in either case free of charge, unless this is impossible or disproportionate. Any repairs or any replacement shall be completed within reasonable time and without major inconvenience to the consumer. If the consumer does not have the right to demand repair or a replacement, or if the seller does not give him satisfaction in a reasonable time limit, he is entitled to demand a reduction appropriate to the price of the good or can rescind the contract. - time limits : the Directive lays down a time limit of two years as from the delivery of the goods, in which a lack of conformity (existing at the date of delivery) must manifest itself in order for the seller's liability to come into play. The liability of the seller will not be engaged if, at the time that the contract is concluded, the consumer was aware, or could not reasonably be unaware of, the lack of conformity. In the case of second-hand goods, the seller and consumer may agree contractual terms or agreements which have a shorter time period for the liability of the seller. This shorter time limit cannot be less than a year. The Member States may provide that the consumer must, in order to benefit from his rights, inform the seller of the lack of conformity within a period of two months from the date on which he detected the lack of conformity. - guarantees : in order to ensure transparency for the consumer and also to avoid that any errors arise, the Directive requires that the guarantee shall be legally binding on the offerer under the conditions laid down in the guarantee statement and the associated advertising. It shall state that the consumer has legal rights under applicable national legislation governing the sale of consumer goods and make clear that those rights are not affected by the guarantee, as well as set out in plain intelligible language the contents of the guarantee and the essential particulars necessary for making claims under the guarantee, notably the duration and territorial scope of the guarantee, as well as the name and address of the guarantor; on request by the consumer, the guarantee shall be made available in writing or feature in another durable medium available and accessible to him. The Commission shall, not later than 07/07/2006, review the application of this Directive and submit a report to the European Parliament. **ENTRY INTO FORCE** : 07/07/1999. **DEADLINE SET FOR ITS TRANSPOSITION** : 01/01/2002.