



LEGAL AND COMMERCIAL GUARANTEES

When buying goods in the EU, consumers have a certain set of rights towards the sellers and other parties, which offer guarantees for free on their own accord (e.g. manufacturers) or those that sell them (e.g. extended guarantees, etc.).

Sellers' obligations are defined by the concept of **legal guarantee**, whereas the obligations of the likes of manufacturers and other commercial warranty providers are defined by the concept of **commercial guarantee**.

The concept of **commercial guarantee** is easy to explain: basically, the guarantor has obligations, which are defined and limited by the Terms and Conditions of such guarantee. Such guarantees may exclude liability for certain parts of the device (like batteries, screens, etc.).

The concept of **legal guarantee** may be seen as slightly more complex. This offers different set of rights for purchases made by consumers from private individuals and from businesses.

The legal guarantee applies to the so-called 'non-conformities' (faults, misdescriptions, etc.) that existed at the point of delivery. This does not mean that the problem had to manifest itself at that point, but may have surfaced due to poor materials used, design faults, etc.

Depending on the country, the seller may be obliged to prove that the fault did not exist at the point of delivery, this can range **between six months and two years**. If you have any doubts regarding this, please seek advice from the dedicated consumer organisations.

When buying an item from a private individual, you can expect the seller to have the **right to sell the item and that the item will be as described**.

When buying an item from a business seller, you can also expect the item to be of **satisfactory quality, fit for its purpose, fit for the purpose made known to the seller and conforming with the sample shown** (the item has to be the same as the item displayed at the store, etc.).

Simply speaking, legal warranty is in force for **two years** from the moment of delivery of the item to consumer. This can be shortened to **minimum of one year in case of secondhand goods**.

Problems can be resolved by the way of repair, like for like replacement or price reduction/refund, where the seller has the right to decide what remedy is to be offered, as long as it is provided with no unnecessary delay and significant inconvenience to consumers. It is worth bearing in mind that **you may be able to insist on refund**, if the seller had already tried to resolve the problem by the way of repair or replacement previously.