

## Legal and contractual guarantees

As well as legal guarantees, there are also contractual guarantees. This is the guarantee which the seller or manufacturer promises in his advertisements or which the buyer and seller agree.

The commercial guarantee must not affect the legal guarantee in any way. Moreover, guarantees must be stated clearly and in a comprehensible language in the sale contract, the general terms and conditions or the guarantee documents. The contents of the guarantee, the duration, the geographical territory to which it applies and the name and address of the person providing the guarantee must be stated in the sale contract. If there is no written contract, then it needs to be made available on a 'durable medium' (paper, fax, website, etc.) at the buyer's request.



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# The law on guarantees



The ECC was set  
up to help and  
inform European  
consumers.



# Know your rights

1 January 2005 is an important date for consumers in Belgium. There has been a new law on guarantees since this date, which offers consumers far better protection. Whether you buy a laptop computer, a mobile telephone, an iron or a toy, the guarantee remains valid for two years. The same applies in other countries in the European Union.

## Does this apply to all purchases?

The law only applies to:

- movable, physical consumer goods\*
- bought by a consumer (not for professional purposes)
- from a dealer (who sells goods in the context of his professional activities)

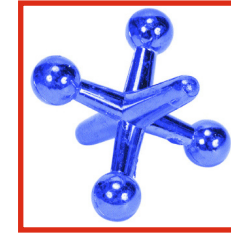
(\* with the exception of electricity and water or gas that is not packaged ready for sale.)

## What if you find a fault?

Inform the seller as soon as possible of the fault you have found. If he does not respond, then inform him immediately by registered letter.

The legal experts at the ECC will help you to come to an amicable agreement or will pass you on to an organisation for alternative dispute resolution.

Still no solution? Then you can take the seller to court. You have to do this within one year of detecting the fault, if the time limit of two years is going to expire before this.



## Legal guarantee: two years

- From the delivery of the goods
- In the case of second-hand goods: the time limit may be less than two years but must be at least one year
- The protection against hidden defects will remain valid after this period of two years

## What is the legal guarantee?

In the case of a fault, the seller is obliged:

- to repair the goods free of charge
- to replace the goods free of charge

If both of these are impossible then you have a right to:

- a suitable price reduction
- a refund of the entire purchase price (except in the case of insignificant faults, and reduced by the use that you have already enjoyed if applicable).

If the fault appears within six months, then it is assumed that the fault already existed at the time of delivery. The seller has to prove the contrary if he does not agree.

The period of two years will be increased by the time necessary to repair or replace the goods or for the negotiations with the seller to come to an amicable solution.

## What is meant by a fault?

The law says: 'The seller must deliver goods to the buyer that are in conformity with the contract.'

The goods that are sold are in conformity if:

- ▶ they have the features of the specimen or sample that was shown to the consumer;
- ▶ they are fit for the particular purpose which the consumer made known to the seller at the time of conclusion of the contract and which the seller accepted. Therefore ensure that this is set down in writing in the sale contract;
- ▶ are fit for the purpose for which goods of the same type are normally used;
- ▶ display the quality and performance which are normal in goods of the same type and which the consumer can expect on the basis of the features that are stated in the advertisements or labelling. If the goods do not comply with these conditions, then there is a lack of conformity.

Lack of conformity also applies to incorrect installation by the seller or the buyer if this is due to a mistake in the installation instructions.