

Summary of facts on the legal guarantee 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	
Definition of non conformity	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.
Responsible for the application of the legal guarantee	Always the seller .
Duration of the legal guarantee	<ul style="list-style-type: none"> 2 years in the majority of EU-countries (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) as well as in Iceland and Norway, 3 years in Sweden, 5 years in Iceland and Norway for goods with a longer expected lifespan, 6 years in Ireland. United Kingdom has two different limitation periods: 6 years in England, Wales and Northern Ireland, 5 years in Scotland. In the Netherlands and Finland, the duration is based on the expected lifespan of the item.
Shorter duration	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 Romania , for example, a shorter duration is explicitly foreseen for goods with shorter expected lifespan.
Duration for second hand goods	<ul style="list-style-type: none"> No reduction in Bulgaria, Denmark, Estonia, Finland, France, Greece, Iceland, Ireland, Latvia, Lithuania, Malta, Netherlands, Norway, Sweden and United Kingdom. In Austria, Belgium, Croatia, Cyprus, Czech Republic, Hungary, Italy, Luxembourg, Poland, Portugal, Romania, Slovenia and Slovakia the time limit can be reduced but not to less than 1 year. In Germany, the trader's responsibility for second-hand goods can be reduced to 1 year but previously the German legislator had assimilated this to a prescription period of one year. The CJEU ruled that this legal provision is not in compliance with directive 1999/44/EC (decision from 13/07/2017, C 133/16) and needs to be corrected in the German civil law. The prescription period cannot be shorter than 2 years even if the trader's responsibility is reduced to one year.

<p>Deadline for the consumer to signal the existence of a defect or lack of conformity with the contract to the seller</p>	<ul style="list-style-type: none"> • 2 months from discovery in Bulgaria, Croatia, Cyprus, Estonia, Italy, Latvia, Malta, Poland (until 25 December 2014), Portugal, Romania, Slovenia and Spain. • Within reasonable time of noticing the lack of conformity in Austria, Belgium (although the seller may impose a 2-month deadline), Czech Republic, Denmark, Finland, Greece, Iceland, Ireland, Lithuania, Luxembourg, Netherlands, Norway, Slovakia, Sweden and United Kingdom. • In Finland, Iceland and Norway the deadline can never be shorter than 2 months. In Denmark, Netherlands and Sweden, a complaint made within 2 months is always considered reasonable. • In Hungary, the complaint needs to be made without delay, but 2 months is always considered to be without delay. • In France and Germany, there is no deadline for signaling the existence of a defect other than the legal prescription period of 2 years.
<p>Reversal of burden of proof: the defect is presumed to exist</p>	<ul style="list-style-type: none"> • All Member States 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: • 1 year in Slovakia and Poland, 2 years in Portugal, 2 years in France from 2016. • Slovakia 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. • In Sweden 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. • In Spain, 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.
<p>Is there a third party testing body to assist the consumer with providing proof?</p>	<ul style="list-style-type: none"> • 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. • Many Danish ADR bodies have their own experts who are asked for an opinion where necessary. • In Poland, consumers can get assistance from regional trade inspectorates which have lists of experts, as do common courts. • In Malta, an expert can be appointed by the Consumer Claims Tribunal. • In the Czech Republic, Hungary and Slovenia the Ministry of Justice has an official list of independent experts whom consumers and sellers can contact. • In Bulgaria, in the event of a court procedure, an expert is appointed by the judge from a list of experts. • In Latvia, there is no third-party testing body. If the dispute is handled by the Consumer Dispute Resolution Committee (established by the Consumer Rights Protection Centre of Latvia) parties can at any time provide the expert opinion or other proof, however there is no special regulation on that. • In Lithuania, the State Consumer Rights Protection Authority can help consumers to prove that goods are defective. Consumers can also ask a repair shop or an independent expert for a non-binding opinion.

<p>Is there a third party testing body to assist the consumer with providing proof?</p>	<ul style="list-style-type: none"> • The United Kingdom 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. • In Denmark, in cases where the ADR covers the expenses for third party testing, the ADR will assess if they find a need to use experts in the specific dispute.
<p>Hierarchy of remedies to be provided</p>	<ul style="list-style-type: none"> • In most countries, repair or replacement, and if this is impossible or not possible within a certain time frame or without significant inconvenience to the consumer, partial or total refund. • No hierarchy in Greece, Poland, Portugal and Slovenia. In Poland however, the seller may refuse the consumer’s choice of remedy under specific conditions and offer an alternative solution. • In Ireland, a dual policy exists: 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. • In the United Kingdom, the Consumer Rights Act 2015 provides for short term right to reject the item within the first 30 days from delivery. This has effectively specified the time limit for doing this, as opposed to ‘lapse of a reasonable time’ previously applicable under the concept of acceptance. If the consumer wishes to argue this, reversed burden of proof does not apply. This means that the consumer may be expected to prove that fault existed at the point of delivery, unlike when asking for a remedy in the standard way (repair/replacement/price reduction up to full refund). 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. • In Denmark, the consumer may claim a refund right away if the defect is significant, but not if the seller offers to repair or replace the product. • In Latvia, 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. • In Lithuania, if the things sold do not correspond to the quality requirements the buyer (consumer) shall be entitled to demand, at his own choice; <ol style="list-style-type: none"> 1) to eliminate the defects without any payment within a reasonable time 2) to replace the thing of improper quality with a thing of satisfactory quality 3) to reduce the price accordingly 4) to cancel the contract and ask for full refund <p>The consumer has no right to cancel the contract if the defect is minor.</p>

Time frame for providing a remedy

- In most countries, the first remedy to be provided is repair or replacement. This must be done free of charge and **within a reasonable time frame** in **Austria, Belgium, Croatia, Cyprus, Denmark, Estonia, Finland, Germany, Iceland, Italy, Lithuania, Malta, Netherlands, Norway, Poland¹⁷⁶, Romania, Spain, Sweden and United Kingdom**.
- In **Bulgaria, France and Luxembourg**, the deadline is 1 month.
- In **Hungary**, the seller must try to perform the repair or provide a replacement within 15 days.
- In **Romania**, the seller or repairer must also bring the goods into line with requirements within 15 calendar days of when the consumer notifies them of the issue or hands over the product to the seller or their representative. National law specifies that if the period required for repair exceeds 15 calendar days, the consumer can cancel the contract and be refunded.
- A trader operating in **Estonia** is obliged to accept any written complaint and answer the consumer within **15 days**.
- 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 **Bulgaria**, and within a **reasonable time frame** in **Germany, Iceland, Lithuania, Malta, Norway and Sweden**.
- **No deadline** is set in **Austria, Belgium, Croatia, Estonia, Finland, France, Hungary, Ireland, Italy, Poland** (however the trader has to answer the complaint within 14 days), **Spain, Netherlands and United Kingdom**.
- In **Slovenia**, a deadline of **8 days** is fixed by law within which the seller has to satisfy the consumer's request.
- In the **Czech Republic, Latvia, Portugal and Slovakia**, a deadline of **30 days** 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.
- In **Greece**, the seller or repairer has to bring the goods into line with requirements within a **justifiable period** and without significant inconvenience to the consumer.
- In **Lithuania**, while the seller must remove the defects within a **reasonable time frame**, 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 **15 days after** the return of the item, unless the consumer and the seller have agreed otherwise.

What constitutes a reasonable time frame usually varies between cases. It is thus important that the consumer fix a deadline for remedy.

Obligation to inform the consumer about availability of spare parts

- In **France**, 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.
- In **Slovenia**, 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.

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

<p>Suspension of the legal guarantee during repair/replacement</p>	<ul style="list-style-type: none"> • In Spain, the law distinguishes between repair and replacement. For repairs, the legal guarantee is suspended. 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 replacements, a new 2-year guarantee period comes into force on delivery. During the first six months from delivery, the reversal of burden of proof is also applicable. • A similar situation exists in Hungary where the Civil Code states: “The legal guarantee period is suspended for the time during which the goods are being repaired and the consumer cannot use them. If the goods or any major component of the goods is replaced or repaired, the guarantee period recommences for the goods or major components that have been replaced or repaired as well as for any defect resulting from the repair.” • In Germany and Sweden, 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. In Sweden, in the event of a repair: Not the product itself, but the replaced part gets an extended warranty, if the same error that has been remedied returns. The consumer can make a claim within 3 years, if the same defect occurs again. • In Bulgaria, 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. • In France, the law doesn't expressly say for the legal guarantee but the general approach is that the repair or replacement does not benefit from a new guarantee; the guarantee rights of the first item remain applicable. The law only clarifies this point for commercial warranties. Any period of immobilisation of 7 days or more extends the remaining warranty by the time needed for repair...
<p>Prescription period for legal action by the consumer based on the legal guarantee of conformity</p>	<ul style="list-style-type: none"> • The prescription period can never be shorter than the legal guarantee period. • In Belgium and Poland, the prescription period is 1 year from discovery of the defect, but it cannot expire before the end of the legal guarantee period of 2 years. • In Austria, Bulgaria, Croatia, France, Germany, Greece, Latvia, Lithuania and Malta, the prescription period in cases of non-conformity of goods is based on the legal guarantee period and is therefore 2 years from delivery to the consumer. • The prescription period is also 2 years, but from notification by the consumer of the seller of the existence of a defect in Luxembourg, the Netherlands, Portugal and Slovenia. • In Hungary, the prescription period is limited to 2 years from delivery of the goods, 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.

<p>Prescription period for legal action by the consumer based on the legal guarantee of conformity</p>	<ul style="list-style-type: none"> • In Italy, the prescription period for enforcing claims of non-conformity expires 26 months after delivery of the goods. • In Cyprus, Estonia and Spain, the prescription period is limited to 3 years from delivery of the goods. • In Denmark, Finland and Romania it is also limited to 3 years, but from the moment in which the consumer detected or should have detected the defect. • In the Czech Republic and Slovakia, the general prescription period is 3 years from when the claim is made. • In Ireland, the general limitation period of 6 years from delivery of the goods applies (as is the case in the United Kingdom outside of Scotland where it is 5 years), and Sweden foresees a 10-year general prescription period. The consumer can take legal action within 10 years of delivery if he/she has made a complaint to the seller within the legal guarantee period of 3 years. • In Norway, the prescription period is 3 years from delivery of the item, or 5 years based on the legal guarantee for longer-lasting items, unless there is a suspension of the statutory limitation period. In cases of gross negligence or conduct contrary to good faith, the deadline can be extended. 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 10 years (13 years in total).
<p>Can the consumer make a claim against the importer or any other intermediary in the sale chain up to and including the producer?</p>	<ul style="list-style-type: none"> • Most countries do not foresee such a possibility and the consumer can only make a claim against the producer or importer, for example, if they offer their own commercial warranty. • According to Finnish 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 Sweden if the seller is insolvent, has ceased trading or cannot be located. • In Norway, an option exists to forward a claim to an importer, a national producer or previous seller in the chain. • In Iceland, if the seller has a claim against another intermediary the supply chain, the consumer can also make a claim against this party. • In France, 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. • The same situation exists in Spain, 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. • Under the Hungarian 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.

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

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.

- In **Slovenia**, under the 1-year obligatory guarantee on specific technical products the consumer can make a claim against any intermediary in the supply chain.
- 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, Poland, 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** (the seller must provide the commercial warranty in writing at the request of the consumer. For long term use products the commercial guarantee must always been given in written form), **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 7 countries a written document needs to be provided only at the consumer's request: **Cyprus** (or another durable medium available and accessible to the consumer), **Czech Republic, Estonia, Finland, Iceland, Lithuania and Poland.**
- In **Norway** the law does not oblige the seller to confirm the commercial guarantee in writing.

<p>Language requirements</p>	<ul style="list-style-type: none"> • It is a legal requirement that the commercial warranty be explained in plain, simple, clear, comprehensive and understandable terms in Austria, Belgium, Cyprus, Czech Republic, Estonia, Finland, Germany, Italy, Luxembourg, Malta, Netherlands, Poland, Romania, Slovenia, Sweden and United Kingdom. • The use of the national language is requested in France, Greece, Lithuania, Luxembourg (where the consumer can choose between French and German), Malta (where a commercial warranty must be written in at least one of the official languages, i.e. English or Maltese), Portugal, Slovenia and United Kingdom. In Belgium, 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. • If the item is introduced to trading in the Republic of Poland, the warranty statement is made in Polish. The requirement to use the Polish language does not apply to names, trademarks, trade names, designation of the origin of goods and customary scientific and technological terminology.
<p>Inclusion of a reminder of the legal guarantee</p>	<ul style="list-style-type: none"> • Austria, Belgium, Bulgaria, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovenia, Spain, Sweden and United Kingdom: 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. However, if these informations are not given, the warranty is still binding. • In France, the consumer must be reminded of the existence of the legal guarantee of conformity and the legal guarantee against hidden defects.
<p>Information on the guarantor, cover, duration, geographical coverage and price</p>	<ul style="list-style-type: none"> • Austria, Belgium, Bulgaria, Croatia, Cyprus, Estonia, Finland, France, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Romania, Slovenia, Spain and United Kingdom. • In Denmark the warranty must inform about the contents including any limitations and obligations. • In Portugal, geographical coverage is not expressly mentioned. • In Sweden, information on the content of the warranty must be given. However, the law does not specify what information is to be given.
<p>Information on how the consumer can exercise his/her rights (complaints procedure and after-sales service)</p>	<ul style="list-style-type: none"> • Austria, Belgium, Bulgaria, Croatia, Cyprus, Denmark, Estonia, Finland, France, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Romania, Slovenia and United Kingdom. • In Sweden, 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. • In Poland the commercial warranty has to indicate besides a reminder of the legal guarantee the name and address of the guarantor or its representative in Poland, the duration and territorial scope of the warranty and the consumer's rights when noticing a defect. • In Romania the warranty must include the content of the warranty, all essential elements such as duration, product identification details, the medium period for which the product can be used, if it is the case, how the warranty will be applied – maintenance, repair, replacement and the time limits for each measure, details of the company offering it and of the service and a reminder of the legal guarantee.

Appendix

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
AT	transposed	Entry into force 13th June 2014; transposition law: Verbraucherrechte-Richtlinie-Umsetzungsgesetz (VRUG).
BE	transposed	Entry in force 31/05/2014. transposition law of 21/12/2013.
BG	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.
CY	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.
CZ	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.
DE	transposed	Entry into force 13th of June 2014.
DK	transposed	Entry into force 13th of June 2014; transposition law: Lov om forbrugeraftaler.
EE	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.
ES	draft law	approved by the Spanish Government beginning of April but has not yet been submitted to the Spanish Parliament.
FI	transposed	Entry into force 13th of June 2014; transposition law: Consumer Rights Protection Law amending the Finnish Consumer Protection Act (38/1978).

*ISO_3166-1

FR	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.
GR	transposed	Enforcement begins from the 13th of June 2014.
HR	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.
HU	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.
IE	transposed	Entry into force 13th of June 2014.
IS	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.
IT	transposed	Entry into force 13th of June 2014.
LT	transposed	Entry into force 13th of June 2014. transposition law: Consumer Rights Protection Law and Civil Code of the Republic of Lithuania.
LU	transposed	Loi du 2 avril 2014.
LV	transposed	Entry into force 13th June 21014. implementation law: Consumer Rights Protection Law.
MT	transposed	Entry into force 13th of June 2014; transposition law: The Consumer Rights Regulations, Legal Notice 439 of 2013.
NL	transposed	Transposition law: "Implementatiewet richtlijn consumentenrechten". The law entered into force on 13 June 2014.
NO	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).
PL	transposed	The Consumer Rights Directive has been implemented into Law on consumer rights (Ustawa o prawach konsumenta). Entry into force 25th of December 2014. The Directive 1999/44 has been implemented into the Polish Civil Code.
PT	transposed	Entry in force 13th June 2014; decree-law 24/2014, of 14th February.

RO	transposed	Entry into force 13/06/2014. Transposition law: Emergency Governmental Ordinance 34/2014.
SE	transposed	Entry in force 13th June 2014;
SI	transposed	Entry in force 13th June 2014; transposition law: Act amending the Consumer Protection Act
SK	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.)
UK	transposed	Entry into force 13th of June 2014.