
Consumer protection: EU-wide rules for those sold a defective product

- Same rules to apply whether a product is bought online or in a local store
- Faulty goods have to be repaired or replaced or consumer gets money back
- Member states can keep longer guarantee periods (over two years)

MEPs approved a single set of rules to ensure consumers buying online or face-to-face in a local shop obtain the remedies they are entitled to if they purchase a faulty product.

The draft law on the sale of tangible goods aims to break down barriers arising from differences in national contract laws, which hinder cross-border trade. It harmonises certain contractual rights, such as the remedies available to consumers if a product does not perform well or is defective and the ways to use those remedies.

The proposed rules would apply to both online and offline (face-to-face) sales of goods, e.g., whether a consumer buys a household appliance, a toy or a computer via the Internet or over the counter in his/her local store.

What to do if something goes wrong

MEPs want to ensure a high level of consumer protection throughout the EU and to create legal certainty for businesses wishing to sell their products in other member states.

The draft directive includes rules on, *inter alia*, remedies available to consumers, the burden of proof, and the trader's obligations.

MEPs want to guarantee that:

- when a product is defective, the consumer would have free choice between having it repaired or replaced, free of charge,
- the consumer would be entitled to an immediate price reduction or termination of the contract and to get his/her money back in certain cases, e.g. if a problem still appears despite the trader's attempt to fix it, or if it is not done within one month and without any significant inconvenience to the consumer,
- in order to ensure a higher level of consumer protection, member states may maintain or introduce in their national laws provisions on remedies for "hidden defects" and on a short-term right to reject (terminate the contract),
- for up to one year following the purchase, the buyer would not need to prove that the good was faulty at the time of delivery (the burden of proof is reversed in favour of the consumer). For instance, currently, if a consumer discovers that a product he/she purchased more than six months ago is defective and asks the trader to repair or replace it, he/she may be asked to prove that this defect existed at the time of delivery. Under the proposed rules, throughout a one-year period, the consumer would be able to ask for a remedy without having to prove that the defect existed at the time of delivery.
- the trader would be liable if the defect appears within two years from the time the consumer received the product (member states may, however, maintain a longer guarantee period in their national laws, in order to preserve the level of consumer protection already granted in some countries).

Quote

[Pascal Arimont](#) (EPP, BE), who is steering this legislation through Parliament, said: "Wherever in Europe a consumer is buying his product, they should be entitled to the same rights. And with this draft piece of legislation, we are not only ensuring a high level of consumer protection, we are also taking it to the next level".

"However, harmonised consumer sales law rules do not only imply more consumer protection. They also ensure a level-playing field for businesses, by giving them more legal certainty and confidence to engage in cross-border sales. By tearing down legal barriers, we support our very small companies in particular, allowing them to get their fair share of e-commerce next to giants

such as Amazon”, he added.

Next steps

The mandate to start negotiations with the Council of the EU was approved by the Internal Market and Consumer Protection Committee with 30 votes in favour, five against and one abstention. The Council (member states) has yet to agree on its position.

Background

The initial proposal on contracts for goods sold online was presented in December 2015. On 31 October 2017, the European Commission presented an amended proposal to extend its scope to cover also sales of goods offline.

This proposal goes together with a proposal on [contracts for the supply of digital content](#), voted in the committee last November (negotiations with Council are ongoing on this file).

According to a Commission survey, one of the main concerns that consumers have with regard to cross-border e-commerce is the uncertainty about their key contractual rights.

Further information

[Procedure file: Contracts for the sales of goods](#)

[EP Research briefings](#)

[Consumer protection overview per member state \(study on the impact of the initial Commission proposal from December 2015\)](#)

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