Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (Text with EEA relevance)

Article 17

Commercial guarantees

1 Any commercial guarantee shall be binding on the guarantor under the conditions laid down in the commercial guarantee statement and associated advertising available at the time, or before the conclusion, of the contract. Under the conditions laid down in this Article and without prejudice to any other applicable provisions of Union or national law, where a producer offers to the consumer a commercial guarantee of durability for certain goods for a certain period of time, the producer shall be liable directly to the consumer, during the entire period of the commercial guarantee of durability for repair or replacement of the goods in accordance with Article 14. The producer may offer to the consumer more favourable conditions in the commercial guarantee of durability statement.

If the conditions laid out in the commercial guarantee statement are less advantageous to the consumer than those laid down in the associated advertising, the commercial guarantee shall be binding under the conditions laid down in the advertising relating to the commercial guarantee, unless, before the conclusion of the contract, the associated advertising was corrected in the same way or in a comparable way to that in which it was made.

2 The commercial guarantee statement shall be provided to the consumer on a durable medium at the latest at the time of the delivery of the goods. The commercial guarantee statement shall be expressed in plain, intelligible language. It shall include the following:

a a clear statement that the consumer is entitled by law to remedies from the seller free of charge in the event of a lack of conformity of the goods and that those remedies are not affected by the commercial guarantee;

b the name and address of the guarantor;

c the procedure to be followed by the consumer to obtain the implementation of the commercial guarantee;

d the designation of the goods to which the commercial guarantee applies; and

e the terms of the commercial guarantee.

3 Non-compliance with paragraph 2 shall not affect the binding nature of the commercial guarantee for the guarantor.

4 Member States may lay down rules on other aspects concerning commercial guarantees which are not regulated in this Article, including rules on the language or languages in which the commercial guarantee statement is to be made available to the consumer.