

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 3

Scope

- 1 This Directive shall apply to sales contracts between a consumer and a seller.
- 2 Contracts between a consumer and a seller for the supply of goods to be manufactured or produced shall also be deemed sales contracts for the purpose of this Directive.
- 3 This Directive shall not apply to contracts for the supply of digital content or digital services. It shall, however, apply to digital content or digital services which are incorporated in or inter-connected with goods in the meaning of point (5)(b) of Article 2, and are provided with the goods under the sales contract, irrespective of whether such digital content or digital service is supplied by the seller or by a third party. In the event of doubt as to whether the supply of incorporated or inter-connected digital content or an incorporated or inter-connected digital service forms part of the sales contract, the digital content or digital service shall be presumed to be covered by the sales contract.
- 4 This Directive shall not apply to:
 - a any tangible medium which serves exclusively as a carrier for digital content; or
 - b any goods sold by way of execution or otherwise by authority of law.
- 5 Member States may exclude from the scope of this Directive contracts for the sale of:
 - a second-hand goods sold at public auction; and
 - b living animals.

In the case referred to in point (a), clear and comprehensive information that the rights deriving from this Directive do not apply shall be made easily available to consumers.

- 6 This Directive shall not affect the freedom of Member States to regulate aspects of general contract law, such as rules on the formation, validity, nullity or effects of contracts, including the consequences of the termination of a contract, in so far as they are not regulated in this Directive, or the right to damages.
- 7 This Directive shall not affect the freedom of Member States to allow consumers to choose a specific remedy, if the lack of conformity of the goods becomes apparent within a period after delivery, not exceeding 30 days. In addition, this Directive shall not affect national rules not specific to consumer contracts providing for specific remedies for certain types of defects that were not apparent at the time of conclusion of the sales contract.