

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 7

Objective requirements for conformity

1 In addition to complying with any subjective requirement for conformity, the goods shall:

- a be fit for the purposes for which goods of the same type would normally be used, taking into account, where applicable, any existing Union and national law, technical standards or, in the absence of such technical standards, applicable sector-specific industry codes of conduct;
- b where applicable, be of the quality and correspond to the description of a sample or model that the seller made available to the consumer before the conclusion of the contract;
- c where applicable, be delivered along with such accessories, including packaging, installation instructions or other instructions, as the consumer may reasonably expect to receive; and
- d be of the quantity and possess the qualities and other features, including in relation to durability, functionality, compatibility and security normal for goods of the same type and which the consumer may reasonably expect given the nature of the goods and taking into account any public statement made by or on behalf of the seller, or other persons in previous links of the chain of transactions, including the producer, particularly in advertising or on labelling.

2 The seller shall not be bound by public statements, as referred to in point (d) of paragraph 1 if the seller shows that:

- a the seller was not, and could not reasonably have been, aware of the public statement in question;
- b by the time of conclusion of the contract, the public statement had been corrected in the same way as, or in a way comparable to how, it had been made; or
- c the decision to buy the goods could not have been influenced by the public statement.

3 In the case of goods with digital elements, the seller shall ensure that the consumer is informed of and supplied with updates, including security updates, that are necessary to keep those goods in conformity, for the period of time:

- a that the consumer may reasonably expect given the type and purpose of the goods and the digital elements, and taking into account the circumstances and nature of the contract, where the sales contract provides for a single act of supply of the digital content or digital service; or
- b indicated in Article 10(2) or (5), as applicable, where the sales contract provides for a continuous supply of the digital content or digital service over a period of time.

4 Where the consumer fails to install within a reasonable time updates supplied in accordance with paragraph 3, the seller shall not be liable for any lack of conformity resulting solely from the lack of the relevant update, provided that:

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- a the seller informed the consumer about the availability of the update and the consequences of the failure of the consumer to install it; and
- b the failure of the consumer to install or the incorrect installation by the consumer of the update was not due to shortcomings in the installation instructions provided to the consumer.

5 There shall be no lack of conformity within the meaning of paragraph 1 or 3 if, at the time of the conclusion of the sales contract, the consumer was specifically informed that a particular characteristic of the goods was deviating from the objective requirements for conformity laid down in paragraph 1 or 3 and the consumer expressly and separately accepted that deviation when concluding the sales contract.