

Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees

*Article 2*

**Conformity with the contract**

- 1 The seller must deliver goods to the consumer which are in conformity with the contract of sale.
- 2 Consumer goods are presumed to be in conformity with the contract if they:
  - a comply with the description given by the seller and possess the qualities of the goods which the seller has held out to the consumer as a sample or model;
  - b are fit for any particular purpose for which the consumer requires them and which he made known to the seller at the time of conclusion of the contract and which the seller has accepted;
  - c are fit for the purposes for which goods of the same type are normally used;
  - d show the quality and performance which are normal in goods of the same type and which the consumer can reasonably expect, given the nature of the goods and taking into account any public statements on the specific characteristics of the goods made about them by the seller, the producer or his representative, particularly in advertising or on labelling.
- 3 There shall be deemed not to be a lack of conformity for the purposes of this Article if, at the time the contract was concluded, the consumer was aware, or could not reasonably be unaware of, the lack of conformity, or if the lack of conformity has its origin in materials supplied by the consumer.
- 4 The seller shall not be bound by public statements, as referred to in paragraph 2(d) if he:
  - shows that he was not, and could not reasonably have been, aware of the statement in question,
  - shows that by the time of conclusion of the contract the statement had been corrected, or
  - shows that the decision to buy the consumer goods could not have been influenced by the statement.
- 5 Any lack of conformity resulting from incorrect installation of the consumer goods shall be deemed to be equivalent to lack of conformity of the goods if installation forms part of the contract of sale of the goods and the goods were installed by the seller or under his responsibility. This shall apply equally if the product, intended to be installed by the consumer, is installed by the consumer and the incorrect installation is due to a shortcoming in the installation instructions.