

Briefing



Changes to the mandatory commercial guarantee rules of the durable consumer goods

18 December 2020

On 1 January 2021, the rules of the Government Decree 270/2020. (IX.22.) (hereinafter referred to as: Amendment) - that will significantly change the mandatory commercial guarantee for durable consumer goods - will enter into force, which will result the amendment of the Government Decree 151/2003 on a mandatory commercial guarantee for certain durable consumer goods (hereinafter referred to as: Government Decree).

The most significant changes to the mandatory commercial guarantee for durable consumer goods are described below.

1. What are the changes of the commercial guarantee period?

According to the Government Decree, the commercial guarantee period for durable consumer goods is currently uniformly one year. The Amendment significantly extends the guarantee period in some cases, its duration is set in value limited timeline.

According to them, the duration of the mandatory commercial guarantee is:

- a) one year if the sale price reaching HUF 10,000, but not exceeding HUF 100,000,
- b) two years if the sale price reaching HUF 100,000, but not exceeding HUF 250,000,
- c) three years if the sale price is over HUF 250,000.

This is a forfeiture deadline, unless if the manufacturer assumes more favourable guarantee conditions for the consumer product than those prescribed in the Government Decree.

2. Further changes of the commercial guarantee period

A new rule is that if the consumer puts the consumer product into operation more than six months after delivery, the starting date of the guarantee period is the day of delivery of the consumer product.

If the consumer product is repaired, the guarantee period will be extended by the time during which the consumer was not able to use the consumer product due to the defect as intended.

3. New rules for the warranty note

The mandatory content elements of the warranty note are supplemented from 1 January 2021 with the stamp of the company and the signature of the person acting on its behalf, and in the case of handing over an electronic document the electronic signature.

An important change is the introduction of the possibility of an e-warranty note, provided that an invoice sent to the consumer electronically can be accepted as a warranty note if its content also complies with the requirements for a warranty note. The company is obliged to hand over the warranty note electronically no later than the day after the handover or commissioning of the product. If the company does not provide a warranty note as an electronic document by direct sending but makes it available to the consumer in the form of a download address, then the company cannot cancel the downloadability of the electronic warranty note until the end of the guarantee period, so the company must ensure the availability of the download address.

In the event of a dispute, the company must prove that it has fulfilled its obligation detailed above.

According to the new regulation, the return of the opened packaging of a consumer product by the consumer cannot be made a condition for the enforcement of warranty rights with a warranty note.

4. What are the new rules in connection with repair and replacement?

According to the Amendment, the consumer's claim for repair may be enforced directly at the company's registered office, at any business establishment, branch and at the repair service indicated by the company on the warranty note.

If, during the guarantee period at the first repair of a consumer product it is established that the consumer product cannot be repaired, the company is obliged to replace the consumer product within eight days, unless the consumer otherwise provided. If replacement of the consumer goods is not possible, the business is obliged to reimburse to the consumer the purchase price indicated on the receipt certifying the payment of the consumer goods within eight days.

If, during the guarantee period, the consumer goods fail again after being repaired three times and the consumer does not ask for a commensurate reduction in the consideration, repair the defect himself or have it repaired at the company's

expense the company is obliged to replace the consumer goods within eight days. If the replacement is not possible, the company is obliged to refund the purchase price within eight days.

If the repair is not carried out by the thirtieth day following the notification of the request for repair, the company is obliged to replace the consumer product within eight days after time limit has failed. If it is not possible to replace the consumer product, the company is obliged to refund the purchase price within eight days after the thirty-day repair period has failed.

5. Changes in the products covered by the mandatory commercial guarantee

According to the new rules, the range of the durable consumer goods listed in the annex of the Government Decree, which are covered by the mandatory guarantee above the selling price of HUF 10,000, is expanded with the following products:

- doors and windows;
- shielding devices;
- intercom, alarm system, camera surveillance system;
- garage door and other gate drive, control;
- shower cabin, bathtub, faucet;
- solar collector, solar cell systems;
- toy hoverboard, toy electric scooter, toy drone;
- drones classified in an open category in a separate piece of legislation.

Contact

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