



Summary: Study on legal warranty and spare parts availability (*2022 publication*)

Foreword

This document, “Study on legal warranty and spare parts availability,” has been prepared by the European association, EUnited, which is the voice of machinery and equipment suppliers in Europe.

It is a living document that was created as a consequence of the European Union adopting Directive (EU) 2019/770 on certain aspects concerning contracts for the supply of digital content and digital services (the "Digital Content Directive" or "DCD") and Directive (EU) 2019/771 concerning contracts for the sale of goods.

Being also related to the upcoming Ecodesign for Sustainable Products Regulation (ESPR), a framework to set ecodesign requirements for specific product groups to significantly improve their circularity, energy performance and other environmental sustainability aspects, the also upcoming Right to repair legislation, which shall address the whole lifecycle of products and take into account product design, as well as the key ethical principles of production, standardisation, information labelling on reparability and on the expected lifespan of a product, consumer guarantees and public procurement, as well as the Waste Electrical and Electronic Equipment (WEEE) Directive, which aims to contribute to sustainable production and consumption, this document may serve as a guide for those involved with both B2B and B2C transactions. Nevertheless, the duration of the validity of this document’s content cannot be guaranteed.

Overview

The below-mentioned criteria apply to business-to-consumer (B2C) contracts unless otherwise specified. Business-to-business (B2B) contracts for the supply of goods are constructed on the mutual agreement of the contracting parties. In the case of N/A, a period of 5 to 10 years can be used as a guideline for durable goods, increasing with the higher value.

	<i>Legal warranty</i>	<i>Provision of spare parts</i>	<i>Burden of proof</i>
AUSTRIA	2 years¹	N/A	1 year
BELGIUM²	2 years	N/A	2 years
FRANCE	2 years	≥ 5 years³	2 years
GERMANY	2 years	N/A	1 year
ITALY	2 years⁴	N/A	1 year
PORTUGAL	3 years	10 years⁵	2 years
ROMANIA	2 years⁶	N/A	1 year
SPAIN	3 years	10 years⁷	2 years

Table. Overview of legal warranty, spare parts provision, and burden of proof in EU countries

[continued] Overview

NOTE: The criteria laid out in the previous table apply to contracts concluded after 1 January 2022.

FOOTNOTES:

- ¹ A three-month limitation period is coupled with a warranty duration of two years for moveable articles and digital services and three years for immovable goods. This indicates that there is an added three-month window following the end of the warranty period in which to file a complaint about a defect. This applies to both B2B and B2C transactions.
- ² Applies to contracts concluded after 1 June 2022.
- ³ Period of spare parts availability (for a certain category of electronic and electrical equipment) from when they are placed on the market.
- ⁴ The direct action to assert the defects not intentionally concealed by the seller is prescribed within twenty-six months from the delivery of the goods.

[continued] Overview

- ⁵ From the date on which the last unit of the good was placed on the market.
- ⁶ Where the sale contract provides for a continuous supply of digital content or digital service over a period of time, the warranty period for the digital content or digital service is two years (if the goods have an average use period shorter than five years); five years (if the goods have an average use period longer than five years); or the period during which the digital content or digital service will be provided (where the sale contract provides for a continuous supply of the digital content or digital service over more than five years).
- ⁷ From the date on which the product ceases to be manufactured.

Further information

- The full document is available to full members of EUnited Cleaning;
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