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COMMISSION OF THE EUROPEAN COMMUNITIES

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**COMMUNICATION FROM THE COMMISSION TO THE COUNCIL AND THE
EUROPEAN PARLIAMENT**

on the implementation of 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 including analysis of the case for introducing direct producers' liability.

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PREFACE

Part I of the Communication reports on the implementation of 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.

Part II examines the case for introducing the direct liability of producers in the EU legislation.

TABLE OF CONTENTS

PREFACE	3
Part I – The Implementation Report.....	5
1. Introduction.....	5
2. Scope of Application and Definitions – Article 1.....	5
3. Conformity with the Contract – Article 2.....	6
4. Rights of the Consumer – Article 3.....	7
5. Right of Redress – Article 4.....	9
6. Time limits – Article 5(1).....	9
7. Notification Obligation – Article 5(2).....	9
8. Burden of proof – Article 5(3).....	10
9. Consumer Guarantees – Article 6.....	10
10. Mandatory nature of the provisions– Article 7 (1) and (2).....	10
11. Second hand goods – Article 7 (1).....	11
12. Conclusions.....	11
Part II – Direct Producers’ liability.....	11
13. Existing National Regulation.....	11
14. The Possible Impact.....	12
15. Conclusions.....	13
ANNEX I.....	14
ANNEX II.....	17

PART I – THE IMPLEMENTATION REPORT

1. INTRODUCTION

All Member States have transposed 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 guarantees¹ (“the Directive”) into national law (see Annex I). In this document (the “Report”), the Commission reports on the implementation of the Directive and examines the case for introducing the direct liability of producers, as provided by Article 12.

The Report does not examine the transposition of the Directive into national law of Bulgaria and Romania. However, transposition measures, communicated by those Member States as provided by the Treaty of Accession², are included in Annex I.

The Report also examines the use made by Member States of the option to introduce a time limit within which a consumer who detects any defect has to inform the seller, as required by Article 5(2). The Commission has also published the Green Paper on the Review of the Consumer Acquis (“the Green Paper”)³. There the Commission presents a number of cross-cutting issues for public consultation. These include issues relating to gaps and regulatory shortcomings the Commission has identified during the review of the consumer acquis⁴, including those stemming from the Directive. The Commission calls on all interested parties to respond.

In considering the national transpositions of the Directive, the Commission has often made use of translations. Some of the problems identified in this Report may emanate from translations.

2. SCOPE OF APPLICATION AND DEFINITIONS – ARTICLE 1

The definition of “*consumer*” and “*seller*” are provided for not only in the Directive but also in other Community acts in the field of consumer protection. Problems arising from these diverging definitions are considered in the Green Paper.

The definition of “*producer*” at Article 1(2)(d) has not given rise to any particular problems. A majority of Member States have generally followed the wording of the Directive faithfully. However, the laws of the Czech Republic and Poland need to be clarified. Denmark, Greece and Sweden have not provided the Commission with a transposition of the definition. In Latvia the definition is extended to cover persons who renovate goods for sale.

The scope of application of the Directive is determined by the definition of “*consumer goods*” at Article 1(2)(b). This same Article makes exceptions for goods sold by way of execution or otherwise by authority of law, for water and gas where they are not put up for sale in limited volume or set of quantity, and for electricity. Member States have transposed this definition in different ways. A number of Member States have followed the Directive

¹ OJ L 171 07.07.1999 p. 12.

² OJ L 157 21.06.2005 p 11

³ COM(2006) 744 final.

⁴ Annex II presents a list of the Directives under review

whereas others have made no use of the exception and apply the relevant laws to all movable goods. In addition, in Austria and Portugal the relevant law applies also to consumer sales of immovable property. Greece and Slovenia have not provided transpositions of the definition.

Article 1(4) extends the scope of application of the Directive to contracts for the supply of consumer goods to be manufactured or produced. This provision has been transposed correctly in a majority of the Member States. However, the transpositions of Greece and the Czech Republic do not correspond to Article 1(4) and need to be clarified. Hungary and Lithuania have not transposed the extension. However the notion of consumer contract under their national laws can be interpreted as covering goods to be manufactured or produced. The Latvian and the Slovenian transposition apply to services which makes a direct transposition of this Article unnecessary. By setting up conditions in its legislation relating to goods to be manufactured, Estonia's transposition of Article 1(4) seems narrower than the Directive.

Under Article 1(3), Member States may provide that the definition of consumer goods does not cover "*second-hand goods sold at public auctions where the consumer has the opportunity to attend the sale in person*". Finland, France, Germany, Hungary and the UK have made use of this option. Spain has introduced a more limited exclusion, referring only to "administrative auctions". Denmark, Italy and Sweden have not made use of this option instead they limit the seller's liability for such goods sold at public auctions.

The Czech Republic, Denmark, France, Greece, Hungary, Slovenia, Spain and Sweden have not provided the Commission with the transposition of the definition of a guarantee in Article 1(2)(e). The definition in Finland, Latvia and Poland seems to be insufficient and needs to be clarified. Germany and Portugal have extended the definition to other guarantees offered to consumers.

3. CONFORMITY WITH THE CONTRACT – ARTICLE 2

Article 2 approximates national laws on the non-conformity of goods with the contract. The seller must deliver to the consumer goods which are in conformity with the contract (Article 2(1)). Article 2(2) establishes a presumption for conformity if the goods meet the requirements enumerated in points (a) – (d). Transposition checks show that this Article in general has given rise to some problems. Certain discrepancies between the Directive and the transposing legislation have been noted. Greece, Latvia, Malta, the Netherlands, Portugal, Slovenia and the UK have regulated these requirements in a negative way (i.e. goods are presumed not to be in conformity unless they meet certain standards); other Member States have not formulated their national rules as presumptions (e.g. Austria). In both cases, national laws correctly reflect the Directive. The German law does not seem to regard the conformity criteria as cumulative but rather as ranked in priority order which needs to be clarified. A clarification is needed from Slovakia, which seems not to utilise the notion of goods in conformity with a contract.

The transposition of Article 2(2)(a)-(d) have not given rise to any serious problems. However, laws of some Member States demand further clarifications. Slovenia has introduced a restriction of the presumption of conformity when it comes to the point (a) on samples and models and the Czech Republic does not directly refer to samples or models. Concerning point (2)(b), according to the laws of Italy, Latvia, Malta, Slovenia and Sweden the seller is bound by the particular purpose for which the goods should fit even if he did not expressly

accept this purpose. To the contrary, Germany, the Netherlands and Spain provide that a clear acceptance of the special purpose needs to be incorporated into the contract.

When it comes to Article 2(2)(c) and (d), the laws of a handful of Member States are not clear enough and may therefore be interpreted in a way which is not always consistent with the Directive. For example, the Dutch transposition does not explicitly provide that statements of the producer and his representatives should be taken into account when assessing the consumer's reasonable expectations and in the case of Slovenia no reference to the producer's representatives is made. Finally, some Member States have added additional requirements as to when a good is presumed to be in conformity with the contract, e.g. Cyprus, which requires the availability of spare parts, accessories and specialised technicians.

Article 2.3 spells out the circumstances under which the seller may be exonerated from liability for non-conformity of goods. A majority of the Member States have transposed it properly. Some have chosen to modify this provision (e.g. Austria and Greece) in a way which is not less favourable to consumers. Sweden has not communicated a transposition of this Article.

The point in time when a consumer must be aware of the lack of conformity in order for the seller to be liable differs from the Directive in a few Member States to the detriment of consumers. Neither the Austrian nor the Polish law mentions this moment at all, which may give rise to an interpretation unfavourable to the consumer. In the case of Luxembourg, the consumer may not challenge defects that he was aware of or should have been aware of at the time of delivery. As a result the consumer may lose all rights in respect of apparent defects, which he should have discovered unless he immediately rejects the goods.

Most of the Member States have faithfully transposed article 2(4) on the exoneration of seller's liability for public statements. A number of them (e.g. the Czech Republic, Greece and Slovenia) have made use of the minimum harmonisation clause and have transposed only some or none of the exoneration criteria. The Portuguese law demands further clarification as it enables the parties to the contract to limit the seller's responsibility by a contractual clause.

Article 2(5), which provides that incorrect installation and shortcomings in the installation instruction are equivalent to non-conformity, has not given rise to any particular interpretation problems and has been literally transposed by most of the Member States. Other Member States (e.g. Denmark and the UK) have transposed this provision indirectly, which raises the question whether the Directive has been adequately implemented. Lithuania and Slovenia have not communicated their transposition measures to the Commission.

4. RIGHTS OF THE CONSUMER – ARTICLE 3

Article 3 provides consumers with certain rights vis-à-vis the seller in the case of non-conformity of the goods ("legal guarantee") by introducing a contractual liability of the seller towards the consumer for any lack of conformity which exists at the moment of delivery. The Directive neither provides a definition of delivery nor tackles the issue of the passing of the risk. All Member States have provided for such a liability. Some of the national laws however deviate from the Directive in respect of the point in time which is relevant for the assessment of non-conformity. For example, according to the Latvian law, goods shall be in conformity with the contract at the moment of the "sale" whereas the Hungarian law uses the notion of "time of performance". It needs to be clarified whether these notions correspond to the Directive. Under the Finnish rules, conformity should be assessed at the moment of the

transfer of risk, which in some cases may happen before delivery (i.e. if the buyer delays the collection or delivery). No measures transposing this provision were communicated by Sweden. The issue of a possible EU definition of delivery is addressed in the Green Paper.

In general terms, Articles 3(2) and 3(5) have not given rise to any particular problems; a majority of the Member States have faithfully transposed the remedies envisaged by the Directive. However, certain Member States have made use of the minimum harmonisation clause and have introduced variations to the benefit of consumers. In Greece, Lithuania, Portugal and Slovenia⁵ consumers may choose freely between all remedies. In some other countries, the consumer's choice is more limited but still broader than in the Directive (see below). Finland has introduced additional rights for the consumer: to rectify non-conformity herself/himself and to withhold payment. The latter is also available under Swedish law. To the contrary, the Lithuania seems to envisage only two remedies in relation to food products.

The Czech transposition seems not to provide the consumer with a right to a reduction of the price or termination of the contract if the seller has not repaired nor replaced goods without significant inconvenience to the consumer. In the case of Slovakia no direct rights are given to consumers in case the seller has not completed the remedy within a reasonable time.

Article 3(3) applies a proportionality test to determine whether the seller is obliged to accept a particular remedy requested by the consumer. This has given rise to interpretation problems. It is unclear whether this proportionality test applies only to the choice between "repair" and "replacement" or whether it also may include other remedies (i.e. reduction of price and termination of contract). Some Member States have chosen to clarify the scope of the test or have introduced variations. For example, the German transposition applies the test only as between "repair" and "replacement"; the Irish and UK laws expressly state that all remedies could be taken into account. Luxembourg and the Czech Republic have not transposed the specific elements of the proportionality test provided by the Directive.

The last paragraph of Article 3(3), which provides that repair or replacement should be completed within a reasonable time and without any significant inconvenience to the consumer, has been literally transposed by a majority of Member States. However, Slovenia has provided for a broader protection, setting a specific time limit for the seller to comply with the request for any remedy (maximum eight days). The Polish and Lithuanian laws do not refer to the inconvenience of the consumer and need further clarifications. Germany has not communicated a measure transposing this provision.

A remedy has to be provided free of charge, and the seller has to bear the costs of postage, labour and materials (Article 3(4)). This requirement and the accompanying definition of "free of charge" were transposed properly by most of the Member States. However, some have chosen not to transpose the specific definition and provide only for a general duty to provide remedies free of charge (e.g. the Czech Republic and Sweden). German law provides that, where consumer goods are brought into conformity with the contract by means of the delivery of replacement goods, the seller may request compensation from the consumer for the use of the goods originally delivered which turned out to be faulty. This legislation seems to be incompatible with the Directive⁶.

⁵ In Slovenia, the rescission is not available unless the seller has at least had a reasonable time to offer repair.

⁶ This issue is being considered by the ECJ in case C-404/06, (pending).

Under Article 3(6), the consumer is not entitled to have the contract rescinded if the lack of conformity is minor. A majority of the Member States have transposed this limitation. Only the Czech Republic, Estonia, Portugal and the UK have made use of the minimum harmonisation clause and chosen to enable the consumer to rescind the contract even in minor cases.

5. RIGHT OF REDRESS – ARTICLE 4

Article 4 provides that a final seller, who is held liable towards a consumer for a lack of conformity, shall be entitled to pursue remedies against previous sellers in the contractual chain or the producer. A number of Member States have transposed the provision faithfully; a majority of these refer to general contract law for exact conditions and requirements for such a claim (e.g. Austria and Portugal), whereas others have chosen to regulate this claim directly in the transposition measure (e.g. Hungary and Italy). However, many Member States have chosen to rely solely on general contractual principles and have not transposed this provision (e.g. Denmark and the UK). Both of these methods of transposition are sufficient as long as they do not limit the rights of the final seller as provided by the Directive. No transposition measure has been communicated by Slovenia.

6. TIME LIMITS – ARTICLE 5(1)

The seller is liable under Article 3 where the lack of conformity becomes apparent within two years as from the moment of delivery (Article 5(1)). A majority of Member States have transposed this provision literally. Others have chosen to rely on the time limitation that is generally applicable in their contract law: Finland (3 years from delivery), Ireland and the UK (six years for both countries). The Netherlands has transposed a two years limitation period starting from the notification of the defect. In the Czech Republic there is a variation depending on the type of goods being sold (consumer goods – 2 years, foodstuff – 3 weeks, groceries – 8 days), which needs to be clarified. Portuguese law seems to go below the level of protection envisaged by the Directive by providing that an action needs to be brought within 6 months from the moment the consumer notified the defect to the seller.

As provided by recital 18, a number of Member States have introduced specific rules on the extension of the period during which the seller is liable while trying to cure the defect (e.g. Belgium, the Czech Republic).

7. NOTIFICATION OBLIGATION – ARTICLE 5(2)

The Directive allows the Member States to provide that, in order to benefit from his rights, the consumer must inform the seller of the lack of conformity within a certain period (no less than two months from the moment of discovery - Article 5(2)).

All Member States have notified their transposition measures in this respect. Sixteen have chosen to provide for a notification requirement. Some of these Member States waive this obligation in certain circumstances (e.g. Denmark, Finland - when the seller acted contrary to the requirement of good faith or was grossly negligent; Italy – when the defect was known to the seller). Belgian law provides for a variation whereby the parties to the contract are able to specify the existence, the length of the notification period (but not less than 2 months) and the consequences of the lack of notification. The Slovak law provides that consumers are obliged

to notify a defect “without undue delay”, which can be interpreted to be shorter than two months. The following Member States have chosen not to make use of this option: Austria, the Czech Republic, France, Germany, Greece, Ireland, Latvia, Luxembourg and the UK.

8. BURDEN OF PROOF – ARTICLE 5(3)

Any lack of conformity, which becomes apparent within six months of delivery is presumed to have existed at the time of delivery unless this presumption is incompatible with the nature of the goods or the nature of the lack of conformity (Article 5(3)). Most of the Member States have transposed this provision correctly. Some have used the minimum harmonisation clause and have introduced variations for the benefit of consumers. Portugal has extended the length of the rebuttable presumption from 6 months to 2 years; in Luxembourg, Poland and Slovenia the presumption apply in situations where it is incompatible with the nature of the goods or the nature of the lack of conformity. No transposition measure was communicated in this respect by Lithuania.

9. CONSUMER GUARANTEES – ARTICLE 6

Above the standard set out by the legal guarantee, the seller or the producer may offer consumers a commercial guarantee on a voluntary basis. Such a commercial guarantee shall fulfil the basic standards set by Article 6. It must be legally binding (Article 6(1)) and must provide consumers with certain information (Article 6(2)). On request by the consumer, the guarantee must be provided in writing or in another durable medium. The consumer may always rely on a commercial guarantee even if it does not comply with the rules of the Directive.

These provisions have generally been literally transposed or in a very similar format in all Member States. Some of them have chosen to complement the rules of the Directive for the benefit of consumers. For example, Malta has provided further substantive rules on commercial guarantees and Estonia has provided for default rules on the content of the guarantee. Hungary and Slovenia continue to use mandatory guarantees and have only partially transposed provisions on commercial guarantees. It is not clear whether these comply with the Directive. The transposition in the Czech Republic seems to be partial and insufficient. No measures transposing Article 6 were communicated by Lithuania.

Article 6(4) permits the Member States to require that guarantees are provided in a particular language. This option has been exercised by Cyprus, Denmark, Estonia, Greece, Hungary (for the mandatory guarantees), Italy, Luxembourg, Malta, Poland, Portugal, Slovenia, Spain and the UK. Belgium relies on legislation according to which the language of the region where goods are marketed must be used.

10. MANDATORY NATURE OF THE PROVISIONS– ARTICLE 7 (1) AND (2)

According to Article 7(1) any contractual term, which excludes or restricts a consumer’s rights before any lack of conformity is brought to the seller’s attention shall not be binding on the consumer. This provision has been faithfully transposed by a majority of the Member States. No transposition measure has been communicated by Latvia.

Moreover, according to Article 7(2) the choice of the law of a non Member State must not deprive consumers from the protection afforded by the Directive. This provision has been transposed in most of the Member States. Some of them have introduced variations of the definition of “close connection” of the contract with the territory of the EU. For example France and Germany have borrowed factors from Article 5 of the Rome Convention on the law applicable to contractual obligations. The Dutch law refers to the consumer’s usual place of residence as the linking factor. No transposition measures have been communicated by the Czech Republic, Latvia and Slovenia.

11. SECOND HAND GOODS – ARTICLE 7 (1)

Article 7(1) second sentence allows the Member States to provide that, in case of second-hand goods, the seller and the consumer may agree on a shorter time period (but no less than one year) for the liability of the seller. This regulatory option has been used in Austria, Belgium, Cyprus Republic, the Czech Republic, Germany, Hungary, Italy, Luxembourg, Poland, Portugal, Slovakia, Slovenia and Spain.

12. CONCLUSIONS

The transposition of the Directive in the Member States raises a number of problems. Many of these may be due to regulatory gaps in the Directive, but others can already at this stage be considered as incorrect transposition of the Directive. The transposition checks have revealed significant divergences between national laws as a result of the use of the minimum clause and the various regulatory options provided by the Directive. It is unclear at present to what extent these divergences affect the proper functioning of the Internal Market and consumer confidence. The outcome of the consultation in the Green Paper will provide information that will assist in determining whether there is a need for a revision of the Directive.

PART II – DIRECT PRODUCERS’ LIABILITY

13. EXISTING NATIONAL REGULATION

The Directive allows the consumer to claim remedies for lack of conformity of goods against the seller. It does not provide for the direct liability of producers. However, it requires the Commission to examine the case for introducing direct producers' liability ("DPL") and, if appropriate, submit a proposal. For the purpose of determining the legal situation in the EU, the Commission sent a questionnaire to Member States seeking input on their laws in this respect. By the same questionnaire the Commission sought Member States views on the impact DPL may have on the level of consumer protection and on the internal market. A similar questionnaire was addressed to stakeholders.

Of the seventeen Member States, which have responded to the questionnaire, Belgium, Finland, Latvia, Portugal, Spain and Sweden have introduced various forms of DPL⁷. The conditions for making direct claims against producers vary considerably. In Finland and Sweden the consumer can turn to anyone in the distribution chain, in Latvia and Spain the

⁷ Arguably, France provides for the DPL although has not responded to the questionnaire.

consumer may submit claim only to the producer, importer; in Portugal it is the producer and his representatives that may be approached. In Finland, Latvia and Sweden the consumer can claim any of the remedies available under the Directive. In Portugal and Spain the only possible remedies are repair and replacement. Moreover, in Finland and France, the consumer's claims need to be based on the contract concluded between the producer and his contractual counterpart in the distribution chain. In Spain, the consumer can claim remedies directly against the manufacturer or the importer whenever it is impossible or disproportionate to claim remedies from the seller, e.g. where the seller has gone bankrupt or persistently refuses to deal with the problem. Similarly in Sweden the consumer can invoke direct producers' liability only when the seller has gone bankrupt, ceased his/her business or cannot be traced.

Some of the Member States, which have not provided for DPL, are contemplating introducing it (e.g. Hungary) or have provided rules, which have similar effect (e.g. Slovenia).

14. THE POSSIBLE IMPACT

Stakeholders and Member States have diverging opinions as to the impact of DPL on the level of consumer protection and the internal market. A majority of the Member States and a number of stakeholders consider that the DPL actually or potentially increases consumer protection. In their opinion, the DPL provides redress for the consumer in case the seller is not able (or willing) to resolve consumer complaints. It constitutes an important "safety net" for consumers. Some Member States consider the producer to be often better placed than the seller to bring goods into conformity with the contract. To the contrary, a minority of Member States and stakeholders consider that direct producers' liability would not increase consumer protection but rather cause uncertainty as to the applicable law and delay the resolution of consumer complaints.

Member States and stakeholders are divided on the possible impact of DPL on consumer attitudes toward cross-border shopping. A number of respondents consider that DPL would encourage consumers to shop cross-border as it would make it easier for them to turn to the producer's domestic representative compared with a seller in another country. It would be easier for consumers to determine the producer of a good rather than the seller as usually it is the producer who is indicated on the label. To the contrary, other respondents underline that DPL will not influence consumers' attitudes to the internal market as they are influenced predominantly by economic factors. Furthermore, some argue that introduction of DPL may affect the balance between different members of the distribution chain and induce sellers to shift the blame for defects on the producer (or somebody else in the chain). Moreover, it would go against the principle of privity of contracts.

An important number of stakeholders and a number of Member States consider that DPL would cause a significant burden for businesses since producers would need to develop systems for handling complaints and make financial provision for exposure to this liability. However, Member States, which have already introduced DPL and a minority of stakeholders do not share these opinions and point out that the Directive already provides for producer's liability under Article 4. Moreover, in their view, cases where DPL is applied in practice are so rare that they do not constitute a real burden for businesses.

15. CONCLUSIONS

The existence of diverging regimes of direct producers' liability is a potential problem for the internal market. However, the Commission is unable, at the present stage, to draw final conclusions. There is not enough evidence to determine whether the lack of EU rules on direct producers' liability has a negative effect on consumer confidence in the internal market. For these reasons, the Commission has decided not to submit any proposal and to explore the issue further in the context of the Green Paper.

ANNEX I

Table of national implementation measures of Member States

Member State	Implementing measures known to the Commission on 1.10.2006	Date law came into force
Österreich	Allgemeines Bürgerliches Gesetzbuch (ABGB), konsolidiert durch das "Gewährleistungsrecht-Änderungsgesetz" BGBl. Nr. 48/2001, Teil I, 08/05/2001, p. 1019 Konsumentenschutzgesetz (KSchG), BGBl 1979/140	1.01.2002
Belgique	Loi relative à la protection des consommateurs en cas de vente de biens de consommation, référence de publication du 21/09/2004, page: 68384-68388, num.: Moniteur Belge Entrée en vigueur : 01/01/2005	1.05.2005
България	Закон за защита на потребителите, публикуван в Държавен вестник бр. 99 от 9.12.2005 г.	10.06.2006
Κυπρος	Ο περί Ορισμένων Πτυχών της Πώλησης Καταναλωτικών Αγαθών και των Συναφών Εγγυήσεων Νόμος του 2000. (Ν. 7(I)/2000)	28.01.2000
Česká republika	Zákon č. 40/1964 Sb., občanský zákoník ve znění zákona č. 367/2000 Sb., Coll.Laws (CZ) 200 No 99 Zákon č. 22/1997 Sb. o technických požadavcích na výrobky ve znění zákona č. 226/2003 Sb. Zákon o obecné bezpečnosti výrobků č. 102/2001 Sb.	1.01.2001
Danmark	Lovbekendtgørelse nr. 237/2003 om køb	28.03.2003
Eesti	Tarbijakaitseadus, Riigi Teataja 1994, No.12, p. 13 Võlaõigusseadus, Riigi Teataja 2002, No. 53, p. 336	15.04.2004
Suomi	Kuluttajansuojalaki 20.1.1978/38	No information
France	Code de Consommation, Loi n° 89-421 du 23 juin 1989 relative à l'information et à la protection des consommateurs ainsi qu'à diverses pratiques commerciales Ordonnance n. 2005-136 du 17 février 2005 relative à la garantie de la conformité du bien au contrat due par le vendeur au consommateur.	18.02.2005

Deutschland	Bürgerliches Gesetzbuch (BGB), BGBl. I 2002, 42 Einführungsgesetz zum Bürgerlichen Gesetzbuch, BGBl. I 1994, 2494 Produkthaftungsgesetz (ProdHaftG), BGBl. I 1989, 2198 Zivilprozessordnung (ZPO) BGBl. I 1950, 533	1.01.2002
Ellás	Nomos 2251/94 Prostasia ton katanaloton, FEK A' 191/16.11.1994 ΑΣΤΙΚΟΣ ΚΩΔΙΚΑΣ, Α -151/1946	21.08.2001
Magyarország	1959. évi IV. törvény a Polgári Törvénykönyvről 151/2003. (IX. 22.) Korm. Rendelet az egyes tartós fogyasztási cikkekre vonatkozó kötelező jótállásról, Magyar Közlöny 2003/109 (X.22.) 1997. évi CLV tv. a fogyasztóvédelemről, Magyar Közlöny 1997/119. (XII.23.)	1.07.2003
Ireland	European Communities (Certain Aspects of the Sale of Consumer Goods and Associated Guarantees) Regulation 2003, S.I. no. 11 of 2003	22.01.2003
Italia	Decreto Legislativo 6 settembre 2005, n. 206 "Codice del consumo, a norma dell'articolo 7 della legge 29 luglio 2003, n. 229 ex Decreto Legislativo 2 febbraio 2002, n. 24 "Attuazione della direttiva 1999/44/CE su taluni aspetti della vendita e delle garanzie di consumo"	23.10.2005
Latvija	Patērētāju tiesību aizsardzības likums, Latvijas Vēstnesis 1999 No. 104/105	No information
Lietuva	Lietuvos Respublikos Civilinis Kodeksas, Valstybės Žinios 2000, 6d, Nr. 74 Lietuvos Respublikos Vartotojų Teisių Gynimo Įstatymas, Valstybės Žinios 2004 72-2496	30.04.2004
Luxembourg	Loi du 21 avril 2004 relative à la garantie de conformité due par le vendeur de biens meubles corporels, Mémorial 2004 No. 60 Loi du 25 août 1983 relative à la protection juridique du consommateur, Mémorial 1983, p. 1494	1.01.2005
Malta	Att dwar l-Affarijiet tal-Konsumatur Kapitlu 378 tal-Ligijiet ta' Malta, L.M. 2002, 378	15.10.2002

Nederland	Burgerlijk Wetboek, Boek 7, Titel, Stb (NL) 2004, no. 553	1.05.2003
Polska	Ustawa z 27 lipca 2002 r. o szczególnych warunkach sprzedaży konsumenckiej oraz o zmianie Kodeksu cywilnego	1.01.2003
Portugal	Decreto-Lei n.º 67/2003, de 8 de Abril, Diário da República, I Série-A, n.º 83, 2003.04.08, pp. 2280 et ss. Código Civil (aprovado pelo Decreto-Lei n.º 47 344, de 25 de Novembro de 1966)	9.04.2003
Romania	Lege privind vânzarea produselor și garanțiile asociate acestora no. 449/2003 (O.J. 812/18.11.2003)	1.01.2007
Slovenska republika	Zákon č. 40/1964 Zb. Občiansky zákonník v znení neskorších predpisov Zákon č. 634/1992 Zb. o ochrane spotrebiteľa v znení neskorších predpisov Zákon č. 97/1963 Zb. o medzinárodnom práve súkromnom a procesnom v znení neskorších predpisov	No information
Slovenija	Zakon o varstvu potrošnikov (ZVPot), UL RS (Uradni list RS) 20/1998 (25/1998 – popr.), UL RS (Uradni list RS) 23/1999, 110/2002, 51/2004	No information
España	Ley 23/2003, de garantías en la venta de bienes de consumo, BOE, No. 165, 11.07.2003, p. 27160 et seqq	11.09.2003
Sverige	Konsumentköplag (1990:932) ändrad genom SFS 2002:587, SFS Lag 1990 No. 932	1.07.2002
United Kingdom	Sale of Goods Act 1979 Supply of Goods (Implied Terms) Act 1973 Supply of Goods and Services Act 1982 The Sale and Supply of Goods to Consumers Regulations 2002	31.03.2003

ANNEX II

Consumer Directives under Review

Council Directive 85/577/EEC of 20 December 1985 to protect the consumer in respect of contracts negotiated away from business premises, OJ L 372, 31.12.1985, p. 31.

Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours, OJ L 158, 23.6.1990, p. 59.

Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, OJ L 95, 21.4.1993, p. 29.

Directive 94/47/EC of the European Parliament and of the Council of 26 October 1994 on the protection of purchasers in respect of certain aspects of contracts relating to the purchase of a right to use immovable properties on a timeshare basis, OJ L 280, 29.10.1994, p. 83.

Directive 97/7/EC of the European Parliament and of the Council of 20 May 1997 on the protection of consumers in respect of distance contracts, OJ L 144, 4.6.1997, p. 19.

Directive 98/6/EC of the European Parliament and of the Council of 16 February 1998 on consumer protection in the indication of the prices of products offered to consumers, OJ L 80, 18.3.1998, p. 27.

Directive 98/27/EC of the European Parliament and of the Council of 19 May 1998 on injunctions for the protection of consumers' interests, OJ L 166, 11.6.1998, p. 51.

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, OJ L 171, 7.7.1999, p. 12.