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FAQs - Guarantees and returns

▪ **When does the two-year legal guarantee start?**

The two-year period starts from the **day you received the product**:

- If you walked into a shop and walked out with the product, the guarantee period starts on that date
- If you paid for the product but it was delivered at a later date, the two-year period starts from the date of delivery

You should therefore always keep your sales receipts and any delivery statements.

▪ **My new phone doesn't work. Who do I contact, the trader or the manufacturer?**

That depends on which product guarantee you want to use - the legal guarantee or the commercial guarantee. The **legal guarantee is binding on the trader**. It is valid for two years and covers products bought anywhere in the EU.

The trader or manufacturer may also give you (or sell you) an additional commercial guarantee, whose terms and conditions are explained in your contract. The terms of the manufacturer's commercial guarantee could give you more advantages than the legal guarantee. A **commercial guarantee does not replace your two-year legal guarantee**. If you are given a one-year commercial guarantee when you buy a product, you can still use the two-year legal guarantee to claim redress from the trader after more than a year, but still within two years of purchase.

▪ **I bought a phone just over a year ago, and it has stopped working. The trader refuses to fix it for free. Do I have a two-year legal guarantee?**

The legal guarantee is valid for a period of two years throughout the EU. But there are certain conditions.

The legal guarantee covers any **defects presumed to have existed at the time of delivery** and which become apparent within a period of two years. However, the crucial period is the 6 months after you bought your product:

- Any fault that appears within 6 months will be presumed to have existed at the time of delivery. The seller must then repair or replace your phone free of charge, or reimburse you if repair or replacement is impossible.
- After 6 months, you can still hold the seller responsible for any defects up to the end of the two-year guarantee period. However, the seller can ask you to prove that the defect existed when your goods were delivered. This is often difficult, and you will may have to involve a technical expert.

- **I live in Portugal and bought a camera in Spain. It doesn't work. What should I do?**

Under [EU rules](#), the goods that you receive **must be as described by the trader**, fit for usual purpose, and of satisfactory quality and performance.

Hopefully you still have the receipt with the trader's details. You should first contact them to explain your problem and ask to have the camera repaired or replaced. If this is not possible, you should get a refund.

If you don't get a satisfactory response from the trader, you can [Europos vartotojų centrai](#), or the one in the country where you bought the camera.

- **The trader in Spain is ready to repair my faulty camera, but who has to pay for shipping it to them?**

Under [EU law](#), within the legal guarantee period of two years, defective products must be repaired or replaced **without any cost to the consumer**. This includes any shipping costs. So, the seller should cover all shipping costs (the cost of you sending the faulty camera to them and the trader returning the repaired camera to you).

However, the trader may wish to examine the camera to check whether it was defective when you bought it. In this case, you may have to pay to return the camera and ask to be refunded your shipping costs if the trader agrees that it was defective.

- **My computer, bought just over a year ago, won't start any more. The trader agrees that it is defective, but won't repair it for free, because the manufacturer's guarantee is only valid for one year. What can I do?**

The guarantee your trader is referring to is the manufacturer's commercial guarantee for your computer. This has nothing to do with your legal guarantee, which is binding on the trader and lasts for two years.

If the trader agrees that your computer is faulty, they are **obliged to repair it free of charge, or give you a refund**. It is up to the trader to settle the issue with the manufacturer. If you don't get a satisfactory response from the trader, you can [contact your local European Consumer Centre](#), or the one in the country where you bought the computer.

- **I bought a wardrobe and one of its doors won't shut properly. It was very expensive, and I would like the trader to replace it. However, they refuse and are instead offering to fix the faulty hinge. Can I choose whether to opt for repair or replacement?**

YES. You can choose whether to have a defective product repaired or replaced, unless your choice turns out to be impossible or disproportionately expensive for the seller. However, if the fault is minor - as in this case - opting for a repair might well be the quickest solution.

- **A few months after buying it, my new leather sofa is starting to fade. The trader claims this is due to my sweat, but I don't agree. What can I do?**

EU law give you a [two-year guarantee](#) for any new goods bought from a professional trader based in the EU. During this two-year period, the trader is responsible for any fault in the product - you must be able to use your sofa normally without any faults appearing.

However, leather is a delicate material which can be easily damaged by sweat or by using the wrong cleaning products. In cases like these, the seller must inform you when you buy the goods whether they need to be treated in a particular way.

▪ **Can I return an item I've bought online if I don't like it?**

YES. Once an item purchased online is delivered, you have **14 days to decide** whether or not to keep it. However, this right of withdrawal does not apply, among others, to purchases of:

- perishable goods
- sealed goods that cannot be returned once unsealed
- plane and train tickets, as well as concert tickets, hotel bookings, car rental reservations and catering services for specific dates

If you purchase digital content - such as music or a video online - you cannot withdraw once downloading or streaming has started, if you previously agreed that you would lose your right of withdrawal by starting the performance.

▪ **I bought a kitchen table from a catalogue, but now I've changed my mind. Can I cancel my order?**

YES. You have **14 days to change your mind** and cancel your purchase. This is true whenever you buy goods online or through other types of distance selling, for example by phone, mail order, or from a door-to-door salesperson. The 14-day period starts from the day you receive the goods.

▪ **I've changed my mind about buying a sofa on the internet and would now like to withdraw from my sales contract. Who will bear the cost of returning the sofa?**

Traders have to inform consumers in advance if they expect them to pay for returning goods under the 14-day cooling off period. If they have not informed consumer in advance, the trader will be required to pay for the cost of your return.

In certain cases, such as when you buy bulky goods, trader also have to provide a clear estimate before purchase of the maximum costs of returning your goods bought on the internet or by mail order. This enables consumers to make an informed choice when deciding who they want to buy from.

▪ **I've bought a ticket online for a rock concert, but now I can't go. Can I get my money back?**

NO. Although you have 14 days to cancel purchases made online or through some other type of distance selling (such as phone or mail order), there are **specific exceptions**, including bookings for leisure service on specific dates. In these cases, the trader does not have to refund your money if you cancel your order.

However, the trader's own terms and conditions may allow you to cancel and receive a full or partial refund. Read your contract to see if this is the case.

- **I've bought some music online which I've downloaded. There are a few songs I don't like, but I've already paid for them. Can I ask for a refund for those particular songs? I only bought them yesterday.**

NO. You cannot cancel a contract for digital content **once downloading is under way**, if you have given your consent and you agreed that you would lose your right of withdrawal by starting the performance.

- **After receiving a letter of invitation from a furniture store, I went there and signed a purchase contract. Now I've changed my mind. Can I cancel my order?**

Only if the seller agrees. Although you were initially invited to buy by post, you signed your contract in the shop and it is therefore definitive. Read the small print of the contract to see under what conditions, if any, you can cancel your order.

- **What are my rights when I buy goods from an online auction site?**

When you buy something at an internet auction from a professional trader, you have the same consumer rights as for any purchases from normal websites.

If you **buy goods from a private individual** rather than a company, as is often the case with online auctions, your purchase is not covered by EU consumer rules. A consumer transaction involves a private individual buying goods or services from a trader acting in the course of his business, trade or profession, as opposed to two individuals acting in a private capacity.

However, all reputable online auction sites offer buyers some degree of protection, plus plenty of advice about safe shopping.