

Annex 3 of Government Decree 45/2014 (II 26.)

Sample information on liability for defects, product liability and warranty

1. Liability for defects

In which cases are we held liable for defects?

In case of a defect in performance by ...⁺, you may make implied warranty claims according to the provisions of the Civil Code.

What rights can you enforce based on our liability for defects?

You may make the following claims at your discretion:

You may request that the Product be repaired or replaced, except if it is impossible or would entail an onerous surplus cost for the business compared to the fulfilling other claims. If you did not or could not request a repair or replacement, you may claim a pro rata reduction of the price paid or have the defect repaired yourself or have it repaired at the cost of the business, or - ultimately - withdraw from the contract.

You may switch between your rights under liability for defects but you shall bear the cost of that switch, unless it was justified or done for a reason due to our business.

What is the deadline for making claims for liability for defects?

You shall give notice of the defect immediately after becoming aware of it but no later than within two months of becoming aware of the defect. Please note you may not enforce any rights concerning our liability for defects after a period of two years from the date when the contract was delivered; all such claims shall lapse. The deadline for second-hand items is⁺, or maximum one year.

Who to make the claim to?

You may make claims concerning our liability for defects to us.

What other conditions are there for enforcing such claims?

Other than giving notice of the defect, there are no other conditions for making claims for liability for defects within six months of delivery, provided you confirm that the product or service in question was delivered by⁺ (company name). On the other hand, after six months have elapsed since delivery, it will be up to you to prove that the defect detected by you has existed already at the time of delivery.

2. Product liability

When can you hold us liable for the product?

In case of a defect of a movable object (product), you may exercise your right specified in Clause 1 or a product liability claim.

What are your rights under a product liability claim?

The only product liability claims you may have are claims for repairing or replacing the defective products.

When is a product deemed to be defective?

A product is deemed to be defective if it fails to comply with the quality requirements in effect at the time it is released to the market, or if it does not have the features included in the product description provided by the manufacturer.

What is the deadline for making product liability claims?

You may make product liability claims within two years of the date when the product is released to the market by the manufacturer. Your right will lapse after this deadline.

Who to make the claim to and what other conditions are there for making the claim?

You may make product liability claims only to the manufacturer or distributor of movable objects. In case of making a claim under product liability, you will have to prove that the product was defective.

When can the manufacturer (distributor) be released from product liability?

The manufacturer (distributor) shall be released from product liability only if it is able to prove that:

- it did not manufacture or distribute the product in the framework of its business activities, or
- the defect was unrecognisable using the technology available at the time of releasing the product to the market, or
- the product defect arises out of the application of legislation or a statutory requirement.

The manufacturer (distributor) needs to prove only one of these reasons to be relieved.

Please note that you may not make parallel claims for liability for defects and for product liability on account of the same defect. However, if you successfully make a claim under product liability, you may make claims for liability for defects in respect of the replaced product or repaired component.

[If the business must provide a warranty under law or contract, the following item 3 also needs to be inserted in the information:]

3. Warranty

In which cases are we held liable for defects?

In the case of defective performance ...* shall be liable for warranty under the contract/ *...* .

*What are your rights under warranty and what is the deadline for exercising them?**

When will we be relieved from warranty obligations?

The business will be relieved from warranty obligations only if it proves that the reason for the defect occurred after delivery.

Please note that no claims under implied warranty and warranty may be made for the same defect or in parallel and at the same time, other than that, you are entitled to the rights stemming from warranty regardless of the rights specified in items 1 and 2.