

# Iceland



## LEGAL GUARANTEE

*Kvörtunarfrestur vegna gallaðrar vöru in Icelandic*

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

### What is the duration of this legal guarantee for new and second-hand goods?

For both new and second-hand goods, the duration is normally **2 years and 5 years for goods with a longer expected lifespan.**

### If the product is defective, who is responsible for putting things right?

**The seller**, even for purchases made on an Internet platform. However, the platform may have agreed to act as an intermediary so read the terms and conditions.

### By when must the consumer notify the seller of any defects?

The consumer must notify the seller within a reasonable period of noticing the defect, but there is no specific deadline other than the legal prescription period of 2 years from delivery of the good. Notification within two months of discovering the defect is always considered reasonable. If the trader has acted highly recklessly, in bad faith or dishonestly the prescription period might be suspended and the consumer would be able to claim the application of the legal guarantee even longer.

### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller** must prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer** must prove that it was.

### Is there a third party testing body to assist the consumer with providing proof?

The consumer can ask any repair shop for an expert opinion. While this might not be accepted by the seller, it could be useful if putting a claim forward for Alternative Dispute Resolution. In the event of a court procedure, the judge may accept the consumer's expert's opinion, but it is more likely that an independent expert opinion will be needed.

### To what remedies is the consumer entitled free of charge? Is there a deadline for implementing the solution?

There is a so-called hierarchy of remedies. Firstly, repair or replacement, according to the consumer's wishes, within a reasonable time frame and free of charge. Secondly, refund or reduction of the purchase price if repair or replacement is impossible, but only under certain conditions. There is no deadline for implementation of a solution.

### Is the repaired/replaced product covered by a new guarantee?

**Yes.** If the product is repaired or replaced, a new **2-year** guarantee comes into force.

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

If the trader has a claim against any other intermediary, the consumer can also take action against them.

## COMMERCIAL WARRANTY

*A trader is free to decide to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

### Who is responsible for application of the warranty?

**The party offering the warranty**, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

### What is the average duration of a commercial warranty?

1 to 5 years, and in most cases 2 years, as with the legal guarantee. More expensive goods usually have a longer warranty which often applies to specific parts of the product.

### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document or a durable format only at the consumer's request.

### What information is required?

When purchasing a commercial warranty the consumer should get clear information on his/her legal rights, so a **reminder of the legal guarantee.**