



Consumer market study on the functioning of legal and commercial guarantees for consumers in the EU

Country fiche: Luxembourg

EUROPEAN COMMISSION

Produced by Consumers, Health, Agriculture and Food Executive Agency (Chafea) on behalf of:

Directorate-General for Justice and Consumers
Directorate E — Consumers
Unit E.1 Consumer markets

Contact: Marilena Di Stasi

E-mail: JUST-CONSULT-E1@ec.europa.eu

*European Commission
B-1049 Brussels*

Consumer market study on the functioning of legal and commercial guarantees for consumers in the EU

Country fiche: Luxembourg

***Europe Direct is a service to help you find answers
to your questions about the European Union.***

Freephone number (*):

00 800 6 7 8 9 10 11

(*) The information given is free, as are most calls (though some operators, phone boxes or hotels may charge you).

“This report was produced under the EU Consumer Programme (2014-2020) in the frame of a specific contract with the Consumers, Health, Agriculture and Food Executive Agency (Chafea) acting on behalf of the European Commission. The content of this report represents the views of the Ipsos-London Economics-Deloitte consortium and is its sole responsibility; it can in no way be taken to reflect the views of the European Commission and/or Chafea or any other body of the European Union. The European Commission and/or Chafea do not guarantee the accuracy of the data included in this report, nor do they accept responsibility for any use made by third parties thereof.”

“The Ipsos-London Economics-Deloitte consortium present this document for the purposes of information only. The information contained here may not be current, does not constitute legal advice and should not be relied upon as such.”

More information on the European Union is available on the Internet (<http://europa.eu>).

Luxembourg: Publications Office of the European Union, 2015

PDF	ISBN 978-92-79-53742-4	doi: 10.2838/122056	DS-02-15-949-EN-N

© European Union, 2015

Reproduction is authorised provided the source is acknowledged.

TABLE OF CONTENT

1. Luxembourg	6
1.1 Regulatory background	6
1.1.1 Transposition of Directive 1999/44/EC	6
1.1.2 Table of the transposition	8
1.1.3 Additional rights	12
1.2 Enforcement and redress	13
2. Bibliography	15

TABLES

Table 1: Transposition of Directive 1999/44/EC in the Luxembourgish legislation	9
---	---

BOXES

Box 1: Cessation action against Apple	14
---	----

1. Luxembourg

1.1 Regulatory background

Directive 1999/44/EC on Consumer Sales was transposed into national law through Law of April 21 2004 relating to “*Garantie de conformité due par le vendeur de biens meublés corporels*” (Guarantee of conformity for the sales of material movable goods)¹. However, this law has been modified several times. This is the case for instance for the amendment introduced through Law of April 23rd 2008 relating to “*Protection des consommateurs*” (Consumer Protection) and by Law of July 22nd 2010 relating to “*Garantie de conformité*” (Guarantee of conformity).

The most comprehensive change in the Law, nonetheless, arrived with its abrogation through Law of April 12, 2011 relating to “*Code de la consommation*” (Consumption Code, “the Code” hereafter). Recently, on 26th April 2014², the Code was amended to transpose Directive 2011/83/EC on Consumer Rights. Since the approval of this amendment, the Code is the reference legislation for not only consumer sales and guarantees, but also as a general framework for consumer rights. Although some of its articles aren’t yet applicable, its full deployment is foreseen in 2016.

Apart from Directives 1999/44/EC and 2011/83/EC, the Consumption Code transposes the following Directives:

- Directive 1993/13/EC of 5 April 1993 on unfair terms in contracts concluded with consumers;
- Directive 2008/48/EC of 23 April 2008 on credit agreements for consumers;
- Directive 2002/65/EC of 23 September 2002 concerning distance financial marketing services among consumers.

1.1.1 Transposition of Directive 1999/44/EC

As stated above, Directive 1999/44/EC was transposed into Luxembourgish Law in 2004, with an abrogation in 2014. Table 19 in the next pages shows how each article has been accommodated in the national legislation³. There are nonetheless some departures from the original provisions at the EU level: these differences refer to the definitions, timing for repair and replacement, the claiming of damages, and the form and the content of the contract.

Definitions

Definitions of Seller, producer and consumer contained in Article 1 of Directive 1999/44/EC were directly transposed into Luxembourgish law, without any significant modifications, but some widening of scope. Whereas the concepts of ‘consumer goods’, ‘repair’ or ‘guarantee’ were not defined, following the new terminology proposed on Directive 2011/83/EC, the “*Code de la consommation*” distinguishes between the

¹ Law of April 21, 2004 relating to « Garantie de conformité due par le vendeur de biens meublés corporels ». Available at:

<http://www.legilux.public.lu/leg/a/archives/2004/0060/a060.pdf#page=2>

² Loi du 2 avril 2014 portant 1. modification du Code de la consommation, de la loi modifiée du 14 août 2000 relative au commerce électronique, de la loi modifiée du 30 mai 2005 relative aux dispositions spécifiques de protection de la personne à l'égard du traitement des données à caractère personnel dans le secteur des communications électroniques et portant modification des articles 88-2 et 88-4 du Code d'instruction criminelle, de la loi modifiée du 8 avril 2011 portant introduction d'un Code de la consommation; 2. abrogation de la loi modifiée du 16 juillet 1987 concernant le colportage, la vente ambulante, l'étalage de marchandises et la sollicitation de commandes (Mémorial A n° 64 du 22.04.2014).

³ Articles mentioned refer to *Code de la Consommation*. The Law applicable will be specifically mentioned otherwise.

concepts of legal (i.e. statutory rights in Directive 1999/44/EC) and commercial guarantees.

In line with the Directive, there is the introduction of gas, water and electricity when sold in a quantifiable manner (i.e. bottled or in cylinders), according to Law n°2014-344 Article L211-1, second paragraph.

For all these goods, the coverage period is two years from delivery.

Remedies

Directive 1999/44/EC establishes a hierarchy of remedies in the Luxembourgish legislation. That is, the consumer has the choice between four different remedies (i.e. a repair of the product by the seller; a replacement; reduction of the price; or reimbursement with the cancelation of the sale).

Remedies must be executed within one month by the seller, and if this is not done, the consumer can request a replacement and obtain a full refund of the purchase price, or keep the product and obtain a partial refund⁴.

However, the consumer can obtain some further price reductions for damages if he is able to prove that the non-conformity of the produce created additional costs or was dangerous to health.

Finally, any provision which reduces or cancels these guarantees is illegal, according to the legislation. Only if there is agreement between the seller and the consumer, and the consumer is aware of the non-conformity at the moment of the delivery of the good, can the statutory rights be bypassed.

Time Limits

The consumer has to inform the seller about any non-conformity of the product within a "reasonable period" but since this period is not defined, it effectively means two years after the delivery (i.e. by phone, mail, email, fax, as specified in the law). Under Art. L. 212-6, subparagraph 2 there is a second two-year time-limit for bringing an action to enforce a guarantee; it runs from when the consumer reported the non-compliance of the goods to the trader. This two-year time-limit for taking legal action may be interrupted by talks between the consumer and the trader, or by any judicial investigation such as an interlocutory summons or an expert report (subparagraph 3). Under Art. L. 212-6, subparagraph 4 a new time-limit of one year for bringing an action to enforce a guarantee starts to run from the end of the judicial investigation or the interruption of the talks.⁵

For second hand goods, and taking as reference the discretion left by the European regulation, the seller and the consumer can agree a shorter period of conformity which will not be less than one year, but this must be agreed in writing. In the case of used cars, it is also specifically mentioned that an agreement on the legal guarantee for one

⁴ECC-Net, Luxembourg Country Fiche (Undated), available at http://www.europe-consommateurs.eu/fileadmin/user_upload/eu-consommateurs/PDFs/PDF_EN/REPORT-_GUARANTEE/country_fact_sheets/Country_fiche_LU.pdf

⁵ Code de la consommation, available at:

[http://www.legilux.public.lu/leg/textescoordonnes/codes/Code_de_la_Conso_mation.pdf](http://www.legilux.public.lu/leg/textescoordonnes/codes/Code_de_la_Conso/Code_de_la_Conso_mation.pdf) or see 'Notifications according to Article 32 and 33 of the CRD' at

http://ec.europa.eu/justice/consumer-marketing/files/lu_notification_art._33-csgd.pdf. Status as of 19 May 2015, accessed on 14 October 2

year can be accepted only if the date of the first registration is not less than one year old.

On the burden of proof, the legislation maintains the burden of proof on the seller for the first 6 months after the sale. Afterwards the regulation states that the consumer has to use an expert's services and carry the fees associated with this service.

Commercial guarantee

The commercial guarantee is legislated extensively in Luxembourg, as the seller and producer are allowed to add a commercial guarantee which might provide the same services as the statutory rights or additional services linked with the product. The contract linked to the commercial guarantee has to (i) describe the main details (guarantor's address, length of guarantee...); (ii) indicate the length of the legal guarantee (i.e. 2 years); (iii) indicate the relevant legislation regarding the guarantee and civil code where applicable; and (iv) be written in French or German. Moreover, it is specifically mentioned that this commercial guarantee has to differ from the legal guarantee by providing more coverage to the Consumer (e.g. greater time coverage, other services⁶).

1.1.2 Table of the transposition

The next page displays the articles from Directive 1999/44/EC on Consumer Sales and its transposition into the Luxembourgish legislative system. Most of the articles have been transposed and some of them contain an extension of the scope provided by the European legislation as commented on above.

⁶ (Chapter 2 – from Art. L-212-1 to L-212-11).

Table 1: Transposition of Directive 1999/44/EC in the Luxembourgish legislation				
Areas	Art.	Content	Legislation	Comment*
Scope and definitions	1.1	Purpose		
	1.2.a	Def. Consumer goods	Art. L. 010-1(1)	<i>Direct transposition</i> - Consumer goods meaning any tangible movable item (i.e. services excluded, e.g. electricity supply)
	1.2.b	Def. Consumer	Art. L. 212-1	Both the inclusions (i.e. movable goods) and exclusions (e.g. electricity) are maintained.
	1.2.c	Def. Seller	Art. L. 010-1(2)	Code de la consommation does not define 'seller', but uses "professional" and "vendeur professionnel" interchangeably as corresponding term. The definition of "professional" is parallel to that of the Directive. Art. L. 212-3, for instance, detailing the seller's obligations with respect consumer goods sales, uses "professional" to transpose the "seller" on the Directive
	1.2.d	Def. Producer	Art. L. 212-2	<i>Direct transposition</i> - Producer being the manufacturer or importer of the good, or purporting to be so via trademark
	1.2.e	Def. Guarantee	Art. L. 212-10	"Without charge" not mentioned
	1.2.f	Def. Repair		Not provided
	1.3	Exclusion second hand		Not provided
	1.4	Contracts of sale types	Art. L. 212-1	<i>Direct transposition</i> - Contracts for the supply of consumer goods shall be deemed contracts of sale
Conformity with the contract	2.1	Conformity requirement	Art. L. 212-3	<i>Direct transposition</i> - Stating that goods must be delivered to the consumer in conformity with the contract of sale
	2.2	Good conformity	Art. L. 212-4 (a:e)	<i>Direct transposition</i> - Stating that goods will be in conformity with the contract if they comply with a set of conditions (e.g. compliant with the description given by the seller; fit for purpose; quality and performance similar to goods of the same type)
	2.3	Lack of conformity	Art. L. 212-4	<i>Direct transposition</i> - Disregarding lack of conformity if the consumer was aware of the fault, or if the lack of conformity had its origin in materials supplied by the consumer
	2.4	Seller statements	Art. L. 212-3	Wording slightly modified, but respectful of the European provisions.
	2.5	Installation	Art. L. 212-3	<i>Direct transposition</i> - Incorrect installation considered equivalent to lack of conformity if installation formed part of the sale or if the installation instructions created the shortcomings
Rights of the consumer	3.1	Liability	Art. L. 212-3 Art. 1641 Code Civil	In the civil code, the concept used is "vendeur", instead of professional, but referring to the guarantee on "hidden defects". Otherwise: <i>Direct transposition</i> - Establishes that the seller is liable for any lack of conformity which exists at the time the good is delivered
	3.2	Remedies	Art. L. 212-5(1)	<i>Direct transposition</i> - Stating that the consumer has the right to have non-conforming goods brought into conformity free of charge, or to receive an appropriate discount in price, or to contract rescission

	3.3	Conditions	Art. L. 212-5(2)	<i>Direct transposition</i> - Repair or replacement offered first and free of charge, unless implying disproportionate costs for the seller. Repair or replacement to be completed within a reasonable time taking into account the value of the good; the significance of the lack of conformity, or whether the remedy can be completed without inconvenience to the consumer
	3.4	Free of charge	Art. L. 212-5(2)	<i>Direct transposition</i> - "Free of charge" referring to the necessary costs incurred to bring the goods into conformity, including postage
	3.5	Reduction of the price	Art. L. 212-5(2)	Wording slightly modified, but respectful of the European provisions.
	3.6	Contract rescission	Art. L. 213-2	<i>Direct transposition</i> - No contract rescission if the lack of conformity is minor
Right of redress	4	Final seller liability		Not provided
Time limits	5.1	Time period	Art. L. 212-6	<i>Direct transposition</i> - The seller shall be held liable if the lack of conformity becomes apparent within two years from delivery of the good
	5.2	Defect confirmation		Not provided
	5.3	Reversed burden	Art. L. 212-6	<i>Direct transposition</i> - Any lack of conformity detected within six months of delivery of the goods is presumed to have existed at the time of delivery unless incompatible with the nature of the goods or the lack of conformity
Guarantees	6.1	Legally binding	Art. L. 212-3	<i>Direct transposition</i> - Stating that the guarantee will be legally binding on the offerer of the guarantee under guarantee statement and conditions
	6.2	State rights and contents	Art. L. 212-11(1)	<i>Direct transposition</i> - The guarantee shall state that the consumer has legal rights under applicable national legislation, make clear that those rights are not affected by the guarantee; give the guarantee details and process for claiming, plus name, address of guarantor plus scope and duration.
	6.3	Written contract	Art. L. 212-11(2)	<i>Direct transposition</i> - On request by the consumer, the guarantee shall be made available in writing or another accessible durable medium
	6.4	Language of guarantees	Art. L. 212-11(2)	French or German, but at the discretion of the Consumer
	6.5	Respect 6.2-4	Art. L211-12	<i>Direct transposition</i> - Specifying the validity of the guarantee contract for consumer even if it infringes on the above three paragraphs
Binding nature	7.1	Right restrictions	Art. L. 212-6	<i>Direct transposition</i> - Stating that previously agreed conditions between seller and consumer which are agreed before a lack of conformity is known will not be binding if they reduce the consumer rights under this Directive.
	7.1	Reduced period (2nd hand)	Art. L. 212-6	Not shorter than one year
	7.2	Measures of protection	Art. L. 211-7	<i>Direct transposition</i> - Consumers are not to be deprived of the protection afforded by this legislation if the contract opts for the law of a non-member state
	8.1	Supplementary rights		

National law and minimum protection	8.2	National rules retain		
Information	9	Inform of the rights		
Modification	10	Directive 98/27/EC		
Transposition	11.1	Date		
	11.2	Provisions		
Review	12	Jul-06		
Entry into force	13	Day of publication		
Address	14	To Member States		
Recitals	15	Period-of-use deduction		
	18	Suspension 2-year period	Art. L. 212-6	The 2-year period is interrupted while repairing

* The mention of "direct" means a direct transposition, disregarding the fact that the sentences can be placed differently or paraphrased relative to the Directive formulation

Legend

	Articles at the discretion of the Member State (not mandatory)
	Rules on procedures to transpose
	Recitals –at the discretion of the Member State

1.1.3 Additional rights

Additional rights available to the Luxembourgish Consumers are further specified in *Code de la consommation*. This code covers a wide range of aspects related to consumer, among them:

- Information of the consumer, commercial practices, general conditions of contract;
- Conformity, security;
- Credit, activity of intermediaries, debts;
- Consumer associations;
- Institutions

This code makes reference to other Luxembourgish legislation for more specific cases, including: '*Code civil*', '*Code du commerce*', '*Nouveau Code de la procédure civile*', '*Code du travail*' and also the '*Code pénal*'.

Right of information

Article L.113-1 *Code de la Consommation* specifies under Title 1, on Information for Consumers, Chapter 3, the right of information for contracts other than off-premises contracts. This article specifies in its 113-1(1), which basic information the consumer has to receive in the precontractual stage. According to paragraph (e), one of the requirements is to make the consumer aware of "the legal guarantee of conformity of goods, the existence of an after-sales service and of commercial guarantees".

This information shall be "clear and comprehensible" (article L. 113-1). In *Code de la Consommation*, commercial guarantees are specifically mentioned. According to article L. 122-2(1) A commercial practice is misleading if (1) it contains false information; or (2) (...) it induces consumers to be misguided (...) or it is susceptible to threatening the person to take a commercial decision which they would not have been done otherwise". Paragraph (g) specifies this concerns the rights of the consumer related to the legal guarantee and its associated risks.

Right of withdrawal

Another important right is that of the rescission of the contract, without need to give reasons for it. It affects guarantees, in the sense that the product can be returned within the specified period. In Luxembourg, and in accordance to European standards, article L. 221-3 gives the consumer 14 days to withdraw from any contract entered off-premises. Additionally, the consumer should also be informed about this right at the pre-contractual stage (Article L. 221-2(1) paragraph e).

Guarantee for hidden defects

This guarantee type existed prior to Directive 1999/44/EC, and the Luxembourgish legislation maintains it as a parallel protection to the consumer. This guarantee, which is present in other francophone markets (e.g. France and Belgium) as well as Romania, is regulated in the *Code Civil*, Section II on Guarantees, Paragraph II on the defects guarantee of the sold product⁷. However, the hidden defects guarantee, although giving coverage for some remedies in case of product defect, it is more stringent for consumers relative to the provisions of the Directive 1999/44/EC as there is no reversed burden of proof. The consumer must prove in all cases that the hidden defect existed at time of purchase.

⁷ Civil Code. Available at:
http://www.legilux.public.lu/leg/textescoordonnes/codes/code_civil/CodeCivil_PageAccueil.pdf

1.2 Enforcement and redress

The consumer has different options to proceed with a claim: they can go either through an out-of-court settlement (i.e. mediation, arbitration) or they can address the complaint to the court. For the out-of-court settlement, the consumer can opt for mediation or arbitration depending on the estimated value of the claim or the complexity of the case.

Mediation

The “*Centre de Médiation Civile et Commerciale*” (CMCC) aims to resolve complaints between consumers and sellers via mediation. The consumer or the *professional* (i.e. the seller) has to contact the CMCC and request mediation in written format, specify the object of the litigation, and names and functions of the staff involved. With this information, the CMCC will make a decision to address the claim or dismiss it. When the CMCC decides to address the claim, the seller and consumers have 15 days to undertake the mediation process. Otherwise it is cancelled.

The CMCC is in charge of selecting the mediator, who will be a person specialized in the topic of the dispute. All people taking part in this process commit themselves to abide by the mediation ruling. This process will have a duration of 3 months for the mediator to assist the parties to resolve the matter⁸. At the end of the case a mediation agreement is signed by all people, assuming a common solution has been agreed upon by the disputing parties.⁹

Arbitration

If the claim is of a high enough value¹⁰ or if the case implies a certain complexity, as well as the need to maintain confidentiality from both sides of the dispute, the case can be brought to the arbitration service of the Chamber of Commerce of Luxembourg¹¹. The Centre of Arbitration has five members designated by the Chamber of Commerce, who will take part in the Council of Arbitration, the body that decides on the main directions to follow, and who will choose and validate the judges of arbitration¹².

Court settlement

In case the consumer is not satisfied with the outcome of the out-of-court settlement process, or decides to directly opt for a court settlement, the claim can be addressed to the judicial system¹³.

On cross-border disputes, the court of reference will be the one closest to the seller's official registration site in Luxembourg. However, the Luxembourgish consumer can choose also a Luxembourgish court. The requirement for this is that the seller has to work mainly in Luxembourg. For amounts less than €10,000, the “*juge de paix*” is the competent authority to address the case. An attorney is not compulsory for this process.

⁸ CMCC (undated), ‘Reglement de médiation’. Available at : http://www.cmcc.lu/sites/default/files/Reglement_0.pdf

⁹ CMCC. Centre de Médiation – Règlement à l’amiable avec un particulier ou un professionnel. Available at: <http://www.guichet.public.lu/entreprises/fr/gestion-juridique-comptabilite/contentieux/litiges/mediation/index.html>

¹⁰ This procedure implies certain costs, which the consumer must assume. Therefore this procedure is naturally better for higher cost claims where the investment into fees justifies it.

¹¹ Chambre de commerce Luxembourg (accessed June 2015), ‘Centre d’arbitrage’. Retrieved from: <http://www.cc.lu/services/avis-legislation/centre-darbitrage/>

¹² Chambre de commerce Luxembourg (2014), ‘Règlement d’arbitrage’. Available at : http://www.cc.lu/uploads/media/Reglement_d_Arbitrage__FR_.pdf

¹³ Regulation on *Assistance judiciaries*, retrieved from the Ministry of Justice webpage, June 2015: http://www.mj.public.lu/services_citoyens/assistance_judiciaire/Legislation_concernant_l_assistance_judiciaire.pdf

When the seller is foreign, the contract is considered to be of the same nature too. Then, the Luxembourgish court uses foreign law, even if the Luxembourgish law is more in favour of the consumer. In Luxembourg, the distinction is made between “*consommateur actif*” (i.e. who establishes contact with the foreign seller) and the “*consommateur passif*” (i.e. who is contacted by the foreign seller in this latter’s advertisement strategy, for instance). In the first case, the consumer should be judged with foreign law, and the second with Luxembourgish law¹⁴.

Cases

Box 1: Cessation action against Apple¹⁵

Union Luxembourgeoise des Consommateurs (ULC) initiated 10th October 2012 an action for cessation against Apple, based on the firm using “misleading information” regarding their commercial guarantees. Due to the fact that these guarantees cover less (i.e. 1 year manufacturer's guarantee) than the level of protection given by the legal guarantee (i.e. 2 years), ULC claimed against Apple in relation to the legal guarantee.

As UCL informs, this claim was part of a coordinated action by the *Bureau Européen des Unions de Consommateurs* (BEUC), which has mobilized consumer associations to proceed with collective actions against Apple for both misleading information in relation to the legal guarantee and some of its ancillary products (e.g. AppleCare Plan, offered for extra money). This action has been successful in Italy (€900,000 fee) and in Spain, where Apple had to pay the regional authorities in Madrid (€47,000) and Barcelona (€50,000).

¹⁴ ULC. Litiges de consommations en matière d’achats transfrontaliers. Available at : http://www.ulc.lu/Uploads/Konsument_Droit/Doc/32_1_litiges_konsument5.pdf

¹⁵ UCL (Novembre 2012), ‘Action en cessation de l’ULC contre Apple Distribution International’. News. N° 11. Available at: http://www.ulc.lu/Uploads/Konsument/Doc/71_02_4.pdf

2. Bibliography

European Legislation

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 - Available at: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:31999L0044:en:HTML>

Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council – Available at: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2011:304:0064:0088:en:PDF>

Legislation

Civil Code. Available at: http://www.legilux.public.lu/leg/textescoordonnes/codes/code_civil/CodeCivil_PageAccueil.pdf

Code de la Consommation. Available at: http://www.legilux.public.lu/leg/textescoordonnes/codes/Code_de_la_Consommation/Code_de_la_Consommation.pdf

Law n° 2014-344 of April 21, 2014 relating to “Garantie de conformité due par le vendeur de biens meublés corporels” (Guarantee of conformity for movable consumer goods). – Abrogated. Available at: <http://www.legilux.public.lu/rgl/2014/A/0938/1.html>

Law of April 23rd 2008 relating to “*Protection des consommateurs*” (Consumer Protection) – Abrogated. Available at: <http://www.legilux.public.lu/leg/a/archives/2008/0055/2008A0760A.html>

Law of July 22nd 2010 relating to “*Garantie de conformité*” (Guarantee of conformity) - Abrogated. Available at: <http://www.legilux.public.lu/leg/a/archives/2010/0115/2010A1964A.html>

Reports

ECC-Net, Luxembourg Country Fiche (Undated), available at http://www.europe-consommateurs.eu/fileadmin/user_upload/eu-consommateurs/PDFs/PDF_EN/REPORT-_GUARANTEE/country_fact_sheets/Country_fiche_LU.pdf

Chambre de commerce Luxembourg (2014), ‘Règlement d’arbitrage’. Available at: http://www.cc.lu/uploads/media/Reglement_d_Arbitrage_FR.pdf

Le Centre de Médiation Civile et Commerciale (undated), ‘Reglement de mediation’. Available at: http://www.cmcc.lu/sites/default/files/Reglement_0.pdf

Le Centre de Médiation Civile et Commerciale. Centre de Médiation – Règlement à l’amiable avec un particulier ou un professionnel. Available at: <http://www.guichet.public.lu/entreprises/fr/gestion-juridique-comptabilite/contentieux/litiges/mediation/index.html>

Flash Eurobarometer 358 (2013). Consumer attitudes towards cross-border trade and consumer protection. Report. Available at: http://ec.europa.eu/public_opinion/flash/fl_358_en.pdf

Notifications according to Article 32 and 33 of the CRD. Status as of 19 May 2015, accessed on 14 October 2015. Available at:
http://ec.europa.eu/consumers/consumer_rights/rights-contracts/directive/notifications/

Website of the Union Luxembourgeoise des Consommateurs (ULC) (2015), 'Règlement concernant les litiges de consommation '. Available at:
<http://www.ulc.lu/uploads/Media/nouveau%20r%C3%A8glement%20ULC%20avril%202015.pdf>

Website of the Union Luxembourgeoise des Consommateurs (ULC) (undated), 'Litiges de consommations en matière d'achats transfrontaliers'. Available at :
http://www.ulc.lu/Uploads/Konsument_Droit/Doc/32_1_litiges_konsument5.pdf

Website of the Union Luxembourgeoise des Consommateurs (ULC) (2012), 'Action en cessation de l'ULC contre Apple Distribution International'. News. N° 11. Available at:
http://www.ulc.lu/Uploads/Konsument/Doc/71_02_4.pdf

Website

Le Centre Europeen des Consommateurs Luxembourg et L'ecc-Net:
<http://cecluxembourg.lu/>

Chambre de Commerce Luxembourg (accessed June 2015), 'Centre d'arbitrage'. Retrieved from: <http://www.cc.lu/services/avis-legislation/centre-darbitrage/>

Legilux: <http://www.legilux.public.lu/>

Ministry of Justice webpage (accessed June 2015), 'Regulation on Assistance judiciaire'. Retrieved from:
http://www.mj.public.lu/services_citoyens/assistance_judiciaire/Legislation_concernant_l_assistance_judiciaire.pdf

Website of the Union Luxembourgeoise des Consommateurs (ULC) (accessed June 2015), 'Les garanties'. Retrieved from:
<http://www.ulc.lu/fr/Droits/Detail.asp?T=4&D=descr&ID=25>

