

Unofficial English translation

Netherlands

Notification Art. 33 CRD

National provisions going beyond Art. 5(1) to (3) and Art. 7(1) of Directive 1999/44/EC on certain aspects of the sale of consumer goods and associated guarantees

In accordance with Article 8(2) of the Directive, the Netherlands has transposed Article 5(1) to (3) and Article 7(1) of this Directive as follows in Articles 6, 18 and 23 of Book 7 of the Civil Code:

Article 6

(...)

3. In a consumer sale, there shall be no derogation to the detriment of the buyer from Sections 1-7 of this Title, and in such sale there may be no limitations on, or exclusion of, the legal rights and remedies of the buyer for any failure in the performance of the obligations of the seller.

(...)

Article 18

(...)

3. In a consumer sale, a lack of conformity of the goods that becomes apparent within six months of delivery shall be presumed to have existed at the time the contract was concluded, unless this would be contrary to the nature of the goods or of the non-conformity.

(...)

Article 23

1. The buyer may not claim that delivery does not conform to the contract, unless he has notified the seller thereof promptly after he has, or reasonably should have, discovered this. Where, however, it is established that the goods lack a quality which according to the seller they possessed, or where the variance pertains to facts of which the seller was or ought to have been aware but has not communicated, the notification must take place promptly after the discovery. In a consumer sale, the notification shall take place promptly upon the discovery; a notification within a period of two months after the discovery being in good time.

2. The limitation period for rights of action and defences based on facts which would justify the claim that the goods delivered do not conform to the contract shall be two years after the notification referred to in paragraph 1. The buyer, however, retains, as a defence against an action for payment, the right to claim a reduction in the purchase price or his right to damages.

3. The limitation period shall not run if the buyer cannot exercise his rights as a result of the seller's fraud.

These provisions were drawn up and amended on the basis of the following acts:

- *Act of 28 December 1989 introducing Books 3, 5 and 6 of the new Civil Code, containing amendments to Books 3 to 5 of the current Civil Code and to the Commercial Code, the Criminal Code, the Code of Criminal Procedure, the General Provisions Act, the Copyright Act of 1912, the Notaries Act and other acts (Act Introducing Books 3, 5 and 6 of the new Civil Code, part seven) (Bulletin of Acts and Decrees 1989, 616) and the Decree of the Minister of Justice of 22 November 1991 on the publication in the*

Bulletin of Acts and Decrees of the text of Books 3, 5, 6 and 7 of the Civil Code in the form it will take from 1 January 1992 (Bulletin of Acts and Decrees 1991, 600).

- *Act of 6 March 2003 amending Book 7 of the Civil Code in line with the Directive on certain aspects of the sale of consumer goods and associated guarantees (Bulletin of Acts and Decrees 2003, 110).*