

**Teismų praktika****Bylos aprašymas**

**Nacionalinis numeris:** Supreme Court, Judgment e3K-3-5-915/2018

**Valstybė narė:** Lietuva

**Bendrinis pavadinimas:** N/A

**Sprendimo rūšis:** Aukščiausiojo Teismo sprendimas

**Sprendimo data:** 07/02/2018

**Teismas:** Supreme Court

**Tema:**

**Ieškovas:** R. M.

**Atsakovas:** UAB "Merlonda"

**Raktažodžiai:** consumer rights, guarantee

**Direktyvos straipsniai**

Consumer Sales and Guarantees Directive, [Article 1](#) Consumer Sales and Guarantees Directive, [Article 1, 1.](#) Consumer Sales and Guarantees Directive, [Article 1, 2., \(e\)](#) Consumer Sales and Guarantees Directive, [Article 6](#)

**Ižanginė pastaba**

The Court stated that the obligatory application of the guarantee for the sale of the object is also manifested by the fact that the seller has no right to limit the scope of such a guarantee. It is not allowed to shorten the term of the guarantee itself - a statutory guarantee that, in fact, constitutes the primary consumer protection in the case of a sales contract. It cannot be changed at the seller's initiative.

**Faktai**

The plaintiff requested that the defendant be ordered to pay for the wrong product and interests.

The Court of First Instance partially upheld the action and the Court of Appeal rejected the upheld action. The applicant lodged an appeal.

**Teisės klausimas**

Can the warranty term be shortened at the seller's initiative without the buyer's consent?

**Sprendimas**

In the present case, the parties did not enter into a written contract that would establish a different term of the product guarantee than the one stipulated by law (article 6.338 of the CC), therefore a 2-year warranty applies to the product of the dispute. Since the product (dishwasher) functioned well for 18 months and did not fulfill its essential function 6 months before the end of its guarantee, the qualitative indicators that can be expected from the nature of the object and the legitimate expectations of the consumer are no longer fulfilled and constitute the basis for the application of the applicant. Although the violation of the rules of use or storage of the object made by the buyer is a circumstance which removes the seller's liability, according to art. 3 d, in this case, the defendant has not provided evidence that the applicant has used or stored the dishwasher incorrectly, or that the failure could have been caused by electric discharge or voltage fluctuations in the network.

URL: <https://eteismai.lt/byla/173620840040557/e3K-3-5-915/2018>

Visas tekstas: [Visas tekstas](#)

**Susijusios bylos**

Rezultatų nėra

**Teisinė literatūra**

Rezultatų nėra

**Rezultatas**

The Court annulled the decision of the Appellate Court and upheld the decision of the Court of First Instance.