

Rättspraxis**Uppgifter om ärendet****Nationellt id-nummer:** Supreme Court, Judgement T 2019/96**Medlemsstat:** Sverige**Vedertaget namn:** N/A**Beslutstyp:** Beslut av högsta domstolen**Beslutsdatum:** 02/01/1998**Domstol:** Högsta Domstolen**Ämne:****Kärande:****Svarande:****Nyckelord:** Rättspraxis Sverige svenska**Direktivartiklar**Consumer Sales and Guarantees Directive, [Article 1](#), [2](#). Consumer Sales and Guarantees Directive, [Article 6](#), [1](#).**Huvudanmärkning**

Interpretation of a warranty given in respect of cleaning of exhaust fumes from a car engine.

Omständigheter

Following a separate legislation on the cleaning of exhaust fumes from car engines there was in a sale's agreement a particular undertaking in respect of the cleaning system, whereby the seller promised to deliver a car which had a system corresponding to the requirements of the particular legislation.. Under "fault" in the warranty it was also stated that the system "is faulty if the exhaustion of fumes from the car is not in accordance with the requirements from the authorities". Under "Fault by the producer" it was also said i.a.: "The manufacturer undertakes without cost to bring the goods in conformity if a fault occurs within 5 years from the first day of registration or before the car has been used for more than 80.000 kilometers." There was a provision that the owner of the car had to follow the requirements given.

In connection with a survey 4 years after the purchase the car was found to be faulty in respect of the exhaust fumes. The car was brought into conformity and was approved for driving. The owner claimed compensation by the seller for the costs.

Juridisk fråga**Beslut**

It was found in the court of first instance that the replacement of the component was necessary for the functioning of the exhaust system, but the part exchanged was not a part covered by the guarantee. Thus the claim was dismissed.

The Court of Appeal came to the same conclusion (there was also a procedural question which has no relevance in this connection).

The Supreme Court, however, came to the opposite result finding that the warranty was a warranty regarding the function of the system. The court went through the various clauses and the legislation being the basis and thus found that the manufacturer had undertaken to deliver a car with a system that would function during the period undertaken.

Hela texten: [Hela texten](#)**Ärendesamband**

Inga träffar

Doktrin

Inga träffar

Resultat