

**Case law****Case Details**

**National ID:** 12-27927

**Member State:** France

**Common Name:** link

**Decision type:** Supreme court decision

**Decision date:** 05/02/2014

**Court:** Supreme court

**Subject:**

**Plaintiff:** Unknown

**Defendant:** Lapeyre

**Keywords:** conformity with the contract, goods

**Directive Articles**

Consumer Sales and Guarantees Directive, [Article 2, 2., \(c\)](#)

**Headnote**

Non-conformity is assessed on the basis of the purpose usually associated with a good.

**Facts**

The plaintiff bought a shower panel from the defendant, but later asked for refund or a replacement arguing the good was not conform to the contract, notably invoking a specific norm to support its claim. The Court of Appeals rejected the claim, noting that the invoked norm was not mandatory, therefore considered the good was conform to the contract.

**Legal issue**

The Supreme Court rejected the Court of appeals solution, noting that non-conformity should be assessed on the basis of the purpose usually associated with a good, not on the basis of a general consideration.

**Decision**

Can a non-mandatory norm be taken into account to determine conformity of the good to the contract?

URL: <https://www.legifrance.gouv.fr/affichJuriJudi.do?idTexte=JURITEXT000028576031>

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**Related Cases**

No results available

**Legal Literature**

No results available

**Result**

Court of Appeals decision partly overturned.