

Oikeuskäytäntö**Tapaustiedot**

Kansallinen tunniste: S2013/409

Jäsenvaltio: Suomi

Lyhytnimi:KKO 2015:24

Päätöksen tyyppi: Korkeimman oikeuden päätös

Päätöksen päivämäärä: 27/03/2015

Tuomioistuim: Korkein oikeus

Aihe:

Kantaja: A

Vastaaja: B Oy (Ltd)

Avainsanat: cancellation of contract, false information, information requirements, internet, product characteristics

Direktiivin artiklat

Consumer Sales and Guarantees Directive, [Article 2, 1](#). Consumer Sales and Guarantees Directive, [Article 2, 2](#). Consumer Sales and Guarantees Directive, [Article 2, 2., \(d\)](#) Consumer Sales and Guarantees Directive, [Article 3, 5](#).

Ylähuomautus

A product is considered defective where: 1) a trader has marketed the product as fit for a certain purpose and further recommended it to a consumer following information provided by the consumer to the trader before the contract of sale on the intended use of the product; and 2) the product is in fact unfit for those purposes.

Taustatiedot

The plaintiff had bought an air-to-water heat pump and an energy accumulator from an online shop to be used as a main heating system of the plaintiff's house. Information on the applicability of the device to various buildings was provided on the leaflet. Before placing the order, the plaintiff informed the defendant about the plaintiff's house size, floor heating and water consumption. Thereafter the defendant recommended the device which was finally chosen by the plaintiff.

The plaintiff demanded in his claim for the annulment of the sale, due to the device being insufficient to heat the building and water in the manner which the defendant had informed, as well as compensation for damages. The defendant rejected the claim, because the plaintiff had not presented any reliable evidence of the device's defectiveness and claimed that the device was equivalent with the provided information. The question is whether the device has a defect which entitles to the annulment of the sale.

The District Court dismissed the claim because the defendant had not guaranteed anything specific on the leaflet and, furthermore, because the plaintiff had not presented sufficient evidence on the device's functionality.

The plaintiff appealed against the decision to the Court of Appeal. Based on the defendant's recommendation of the device for the plaintiff, the Court of Appeal found that the plaintiff had a justifiable reason to assume that the device would suit his use of purpose. Information on the leaflet regarding the heating area was later changed from 200 to 125 square meters, which supported the plaintiff's claim. After the reclamation the defendant had neglected to inspect the device.

The Court of Appeal affirmed the annulment of sale and obligated the defendant to pay the demanded damages to the plaintiff.

The defendant appealed against the decision to the Supreme Court and demanded a reverse of judgment. The plaintiff demanded the Supreme Court to reject the appeal.

Oikeudellinen kysymys

Is there a defect in a consumer product where the seller has marketed the product as appropriate for a certain purpose and further recommended the product to a consumer following information provided by the consumer on the planned use of the product?

Ratkaisu

According to chapter 5 section 13 subsection 1 of the Consumer Protection Act, the goods are defective if they do not conform to the information provided by the seller on the characteristics or the use of the goods when marketing the goods or otherwise before the conclusion of sale. The Supreme Court stated, when assessing evidence, that the significance of information provided in the online shop must be underlined as it often forms the main basis for the consumer's purchase decision. When taking into account the information on the leaflet as well as additional information received by email, the plaintiff had formed a general understanding of the device's heating efficiency in the described conditions. Furthermore, the later modification of the leaflet supported the plaintiff's claim. The defendant had not presented any evidence to support his claim. The Supreme Court found the device defective.

According to chapter 5 section 19 of the Consumer Protection Act, the buyer shall have the right to cancel the contract, unless the defect is of minor significance. The defect had been in the device which had been acquired for the purpose of being the main heating system of the house. The Supreme Court found that the defect is not of minor significance and, therefore, afforded the plaintiff the right to cancel the contract.

URL: <http://korkeinoikeus.fi/fi/index/ennakkopaatokset/precedent/1427437945880.html>

Koko teksti: [Koko teksti](#)

Asiaan liittyvät tapaukset

Ei tuloksia saatavilla

Oikeuskirjallisuus

Ei tuloksia saatavilla

Hakutulos

The Supreme Court held that the plaintiff was entitled for damages and cancel the contract of sale. However, the Supreme Court reduced the amount of damages awarded by the Court of Appeal.