

Case Details

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National ID	Decision no. 3082/2013
Statul membru	România
Common Name	link
Decision type	Supreme court decision
Decision date	08/10/2013
Instanța	Inalta Curte de Casatie si Justitie
Obiect	
Reclamantul	Unknown
Pârâtul	Unknown
Cuvinte-cheie	conformity with the contract, guarantee

Directive Articles

Consumer Sales and Guarantees Directive, [Article 2, 5](#). Consumer Sales and Guarantees Directive, [Article 4](#)

Headnote

- (1) When installing an engine, the defendant did not have to verify the conformity of the engine in its entirety, but only the conformity that could have been observed when installing it.
- (2) The courts have to establish a link between an engine failure and the act of installing it.

Facts

The plaintiff (the consumer) bought an engine from a company located in Germany and, subsequently, installed that engine using the services of a Romanian company (the defendant). Soon after, the engine broke and the plaintiff sought damages from the defendant.

Legal issue

- (1) By merely installing the engine, did the defendant incur an obligation to verify the conformity of the engine in its entirety?
- (2) Should the courts verify if there is a link between the engine failure and the act of installing it?

Hotărârea

The expertise report indicated merely a probability for the failure of the engine and did not establish a link between the failure of the engine and the installing of it.
The inferior court should have verified whether the failure of the engine was caused by the manner of installing it and it should not have presumed that the defendant should bear the costs of the failure only because they were the one who installed it. The courts have to establish a link between the engine failure and the act of installing it.

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Result

The plaintiff's recourse was accepted.
