

Rättspraxis**Uppgifter om ärendet****Nationellt id-nummer:** NJA 2015 s. 233**Medlemsstat:** Sverige**Vedertaget namn:** N/A**Beslutstyp:** Beslut av högsta domstolen**Beslutsdatum:** 17/04/2015**Domstol:** Högsta Domstolen**Ämne:****Kärande:** A.R. (private individual)**Svarande:** IW Fishing Boats Aktiebolag**Nyckelord:** conformity with the contract, goods, sales contract**Direktivartiklar**

Consumer Sales and Guarantees Directive, [Article 1, 3](#). Consumer Sales and Guarantees Directive, [Article 2, 1](#). Consumer Sales and Guarantees Directive, [Article 2, 2., \(a\)](#) Consumer Sales and Guarantees Directive, [Article 2, 2., \(c\)](#) Consumer Sales and Guarantees Directive, [Article 2, 2., \(d\)](#) Consumer Sales and Guarantees Directive, [Article 2, 4](#). Consumer Sales and Guarantees Directive, [Article 3, 1](#).

Huvudanmärkning

The consumer's inspection of the goods prior to a purchase may impact whether or not the goods are defective and particularly the consumer's reasonable expectations.

Omständigheter

The plaintiff and the defendant entered into a sales contract regarding the plaintiff's purchase of a boat from the defendant. The plaintiff and her husband inspected the boat on land prior to the sales contract was entered into. The boat was sold "as is" with certain stated defects. The plaintiff detected several other defects after that the contract was entered into.

The plaintiff brought an action against the defendant on the grounds that the boat was defective and claimed a price reduction and damages. The district court ruled in favour of the defendant. The plaintiff appealed to the Court of Appeal, which also ruled in favour of the defendant.

Juridisk fråga

Does the consumer's inspection of the goods prior to the purchase impact whether or not the goods are to be considered defective and the consumer's reasonable expectations?

Beslut

The court firstly states that the goods shall be in compliance with the consumer's reasonable expectations, the sales contract and other information that the seller has provided to the consumer and in marketing. However, under Swedish law, no requirement of performing an inspection prior to a purchase exists.

The court makes the following judgement in connection to certain claimed defects by the plaintiff and when assessing if the boat was defective. The boat was sold "as is", which was clearly stated in the sales contract. This will impact the assessment of whether a defect is at hand, foremost as the plaintiff's reasonable expectations will be lowered.

Irrespective of that no requirement on inspection by the consumer exists under Swedish law, the court states that the plaintiff's actual knowledge of any defects will impact the assessment of defects. If a purchaser is aware of a particular characteristic, that characteristic is generally considered agreed upon. Thus, if the plaintiff cannot avoid detecting a defect when inspecting the boat and understands the impact that such defect may have, the plaintiff cannot later claim that the boat is defective on those grounds.

The plaintiff did inspect the boat and considering the defects in question and the plaintiff's experience and knowledge of boats, the court finds that the plaintiff could not have avoided detecting the defects even when conducting a brief inspection of the goods. The plaintiff's claims shall hence be denied, a part from two defects concerning a missing sign and documentation that did not accompany the boat. However, the defendant had already corrected those defects.

Hela texten: [Hela texten](#)

Ärendesamband

Inga träffar

Doktrin

Inga träffar

Resultat

The court upheld the Court of Appeal's ruling and denied the plaintiff's appeal.