

Legal Literature

Legal Literature Details

Liikmesriik	Eesti
Pealkiri	Millal saab ostja müügieseme puuduste tõttu lepingust taganeda? Kommentaar Riigikohtu otsustele tsiviilasjades 3-2-1-11-01, 3-2-1-80-10 ja 3-2-1-147-11
Subtitle	
Liik	article
URL	https://www.juridica.ee/juridica_et.php?document=et/articles/2012/9/219266.SUM.php
Author	SEIN, K.
Reference	Juridica IX 2012, pages 717-722.
Publication Year	2012
Võtmesõnad	right of withdrawal

Directive Articles

Consumer Sales and Guarantees Directive, [Article 3, 5](#).

Headnote

The article compares and analyses the case law of the Supreme Court of Estonia on the question whether it is mandatory for a consumer to provide a seller an additional term for proper performance of an obligation. According to Directive 1999/44/EC Article 3 (5), a consumer may only have the contract rescinded in case the conditions named in the Article 3 (5) of the directive are met. The author of the article is of the opinion that according to the Estonian law, despite the ambiguous Supreme Court case law, it is not required for a consumer to request and provide the seller an additional term for proper performance of the obligation. The author finds that the consumer can withdraw from the contract in case the consumer has informed the seller of the deficiency, therefore creating the seller a chance to cure the non-performance.

General Note

Related Cases

No results available