

## Sale of goods directive

### What is the aim of the directive? (Art. 1)

It aims to ensure proper functioning of the internal market, while providing consumers with a high level of protection. It does so by laying down certain common rules on sales contracts between sellers and consumers.

These cover:

- conformity of goods with the contract;
- remedies if there is no conformity;
- ways to exercise these remedies;
- commercial guarantees.

### Scope (Art. 3)

From a **subjective** point of view, it applies to contracts concluded with consumers (natural persons), although Member States may extend the protection provided for to other subjects.

From an **objective** point of view, applies both: (i) to contracts for the sale of tangible movable goods (including goods to be manufactured or produced); (ii) and to contracts for the sale of tangible movable goods that incorporate digital content or services under the contract of sale (e.g. smart watch), regardless of whether they are supplied by the seller or a third party, as long as they are necessary for the goods to perform their functions.

However, tangible media that serve exclusively as carriers of digital content (e.g. DVDs or USB sticks) - which remain subject to Directive 2019/770 - and goods sold by the judicial authority following a seizure or other proceedings are excluded from the scope of application of Directive 2019/771.

In addition, Member States are allowed to exclude from the scope of Directive 2019/771 contracts relating to second-hand goods sold at public auction and to live animals.

### Key points

#### 1. Conformity of goods

Sellers must ensure goods delivered to the consumer conform with the sales contract by complying with:

The **subjective** requirements for conformity (Art. 6): complying with what was contractually agreed, e.g. fit the description, type, quantity, quality and possessing the features required by the contract, being fit for the agreed purposes etc.; and

The **objective** requirements for conformity (Art. 7): complying with objective conformity criteria, i.e.

be fit for the purposes for which similar goods are normally used

correspond to the sample or model shown to the consumer

be delivered with the accessories, instructions and packaging that the consumer can reasonably expect and

possess the qualities and features that the consumer may reasonably expect.

#### 2. Liability of the seller (Art. 10)

Sellers are liable for any lack of conformity which becomes apparent within 2 years of delivery. During the first year, the consumer does not have to prove that the defect existed at the time of delivery.

For goods with digital elements:

sellers must inform and supply the consumer with all updates needed to keep them in conformity for the duration that the consumer may reasonably expect, unless the digital element of the goods is supplied continuously, in which case updates should be provided throughout the period of supply;

sellers are liable for any lack of conformity which becomes apparent within 2 years of delivery, unless the digital element is to be supplied continuously for a longer period, in which case the seller is liable throughout the period of supply.

#### 3. Remedies for lack of conformity (Art. 13)

If goods are defective ('lack of conformity'), consumers are entitled to the following remedies:

choice between repair and replacement of the goods, free of charge, within a reasonable time and without any major inconvenience. The seller can give the alternative remedy if the one chosen is impossible or involves disproportionate costs for the seller (Art. 14);

a proportionate reduction in price (Art. 15);

termination of the contract, except if the defect is only minor (Art. 16).

#### 4. Commercial guarantees (Art. 17):

Commercial guarantees are binding on the guarantor under the conditions laid down in the guarantee statement and associated advertising, whichever is more advantageous to the consumer;

Commercial guarantees must be provided to the consumer in plain, intelligible language and a way that it is accessible for future reference;

Commercial guarantees include:

confirmation the consumer is entitled by law to remedies from the seller for any defects free of charge;

name and address of the guarantor;

the procedure for implementing, and the terms of, the guarantee.

### Repeal (Art. 23)

Directive (EU) 2019/771 repeals and replaces Directive 1999/44/EC ([Consumer Sales and Guarantees Directive — CSGD](#)) as of 1 January 2022.

### From when does the Directive apply? (Art. 24)

EU countries have to apply the rules from 1 January 2022.

### Background

The directive aims to strike a balance between a high level of consumer protection and increased business competitiveness, while respecting the [principle of subsidiarity](#). It forms part of the [digital single market strategy](#) which provides a wide-ranging framework to encourage integration of the digital dimension into the internal market.

The legislation complements Directive (EU) [2019/770](#) which lays down rules on the supply of digital content and digital services, including digital content supplied on a physical medium (such as DVDs, CDs, USB sticks and memory cards).

For more information, see: [Digital contracts rules](#) (European Commission).

**Main document**

Directive (EU) [2019/771](#) of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, pp. 28-50)

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