

EHL Consumer Purchases 2005 - regulation

1. Applicability

The provisions apply to sales of new electric household appliances, mainly for individual use and in accordance with the specifications applicable at the time of supply.

The provisions apply only to appliances of the makes supplied by member companies of the Swedish Association of Suppliers of Electric Domestic Appliances - EHL.

The Consumer Purchases Act - KKL (SFS 1990:932) contains detailed, generally peremptory rules on the rights and duties of the consumer and vendor. The following provisions refer to and are supplemented by the Consumer Purchases Act.

2. Delivery and the risk in the appliance

Unless agreed otherwise, the vendor shall collect the appliance from the vendor. If the vendor has to deliver the appliance to the consumer, the consumer shall be liable for the shipping costs unless otherwise agreed.

In such event the consumer shall take receipt of the appliance at the agreed time and place. If the consumer does not collect the appliance as agreed or, in the event of delivery to him, does not take receipt of the appliance at the agreed time, he shall, if his neglect is culpable, compensate the vendor for his additional costs. The risk in the goods shall pass to the consumer when the appliance is delivered.

3. Examination of the appliance on receipt

In his own interest the consumer should examine on receipt whether the appliance has any external damage on receipt or as soon as possible thereafter and report any such damage to the vendor without delay.

Within a reasonable time of receiving the appliance, the consumer should also check whether it is operating satisfactorily.

4. Faults

The vendor is liable for the appliance being fault free on delivery. The matter of whether the appliance is faulty is dealt with in detail in 16-21 § KKL.

5. Warranty

Besides his liability for faults under KKL the vendor is liable for faults that are present on delivery or those manifest themselves after delivery and are reported within 12 months thereof.

The warranty does not cover parts of a consumable nature. Normal maintenance of appliances is not covered by the warranty.

Neither does the warranty cover liability for deterioration that has occurred since purchase, if the vendor can show that in all probability such deterioration resulted from neglected servicing or incorrect operation or that the appliance was used for some purpose other than that for which it was intended, that it has been subject to inappropriate measures or unauthorised or incorrect interventions, or that the instructions on use and installation have not been followed.

Neither does the warranty apply if the vendor shows in all probability the deterioration is the result of an accident or other external effect, or that it is the result of incorrect installation or servicing, or of repairs carried out by some person other than the vendor are of a work-

shop designated by him or is the result of other than original parts being fitted.

6. Complaints

If the consumer wishes to claim that the appliance is faulty, he shall so inform the vendor or a workshop designated by him within a reasonable time of the point at which he discovered or should have discovered the fault. Notice given within two months of the consumer discovering the fault shall always be deemed to be in time. The time for complaints under the Consumer Purchases Act in the event of a fault that existed at the time of delivery is 3 years from delivery. The maximum time for complaints under the vendor's warranty (see clause 5) is 12 months from delivery.

The consumer must show that the appliance was bought from the vendor and when the purchase took place, preferably by means of a receipt, other sales document or warranty certificate.

If, on a complaint being made, it proves that there is no fault in the goods, the vendor is entitled to compensation for the cost of inspection caused by the complaint. The vendor must so inform the purchaser in advance.

7. Rectification of faults or replacement

The vendor undertakes to rectify such faults in the appliance as he is liable if this can be done without unreasonable expense to him. The consumer is entitled to have the defect rectified by repair or by supply of a fault-free appliance.

When deciding the manner of rectification, special account shall be taken of the severity of the fault, what the value of the goods would have been had they been fault free, and whether the other undertakings could be met at a substantially lower cost to the vendor or without substantial inconvenience to the purchaser.

8. The consumer's cooperation in the rectification of faults

In the event of a fault being rectified, the consumer is liable to a reasonable extent to deliver the appliance to the workshop or, where repair is at his home, to make the appliance available at the agreed time.

If the consumer incurs specific expense, e.g. necessary travel, from such cooperation, the vendor shall be liable to compensate him for this. However, the consumer is liable to limit the expense.

9. Other sanctions in the event of a fault

If rectification does not take place within a reasonable time of the complaint, the consumer may demand such reduction in the price as corresponds to the fault or, where the fault is of substantial importance to him, to cancel the purchase, on condition that this can be done without unreasonable expense to the vendor. The vendor may also be liable to pay damages in accordance with clause 11 below. The consumer may retain as much of the payment as is required to give him security for his claim on the grounds of the fault.

10. Sanctions and complaints in the event of delay by the vendor

If the appliance is not delivered or is delivered late, and this is not attributable to the con-

sumer, he may, subject to the conditions set out in 11-13 §§ KKL retain payment and either demand delivery or cancel the purchase. The consumer may also claim damages as provided by clause 11 below.

If the appliance is delivered late, the consumer may not cancel the purchase or claim damages if he does not notify the vendor that he wishes to plead the delay as soon as possible after acquiring knowledge of the delivery.

11. The consumer's right to damages

Subject to the conditions specified in the KKL, the consumer is entitled to compensation for losses, e.g. charges or physical loss, caused to him because the appliance is faulty or because of the vendor's lateness. However, the damages do not include compensation for business losses.

The consumer has a duty to take reasonable measures to limit his loss.

12. Payment

Save as otherwise follows from the contract, the consumer is liable to pay in cash at the time the appliance is available to him.

If the consumer does not pay promptly, and this is not attributable to the vendor, the vendor may withhold delivery and either demand payment or cancel the purchase subject to the conditions set out in 40 § KKL.

If the vendor cancels the sale, he may in addition claim damages in accordance with clause 14 below.

A separate charge for payment reminders is payable under the Compensation for Collection Costs Act (1981:739).

13. The consumer's right to cancel

Until the appliance is delivered, the consumer is entitled to cancel the order, against compensation to the vendor in accordance with clause 14.

14. The vendor's right to damages

If the vendor cancels the purchase or the consumer cancels the order for the appliance, the vendor is entitled to compensation for his expenses and losses in accordance with 41 § KKL. The vendor is under a duty to take reasonable measures to limit his loss.

15. Cancellation and replacement

If the purchase is cancelled or replacement made, the consumer shall return the appliance in a substantially unchanged condition. In the event of cancellation the vendor shall refund whatever the consumer has paid together with interest in accordance with the Interest Act. Detailed rules on cancellation and replacement may be found in 43-45 §§ KKL.

16. Disputes

The parties shall in the first instance attempt to resolve disputes relating to the interpretation or interpretation of these provisions by common accord. Disputes may be heard by the Swedish National Board for Consumer Complaints if the latter has jurisdiction. Disputes may also be tried by a district court.

The above provisions have been established after negotiations with the **Swedish Consumer Agency**.