

## PRINCIPLES OF EUROPEAN LAW: SALES

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### Chapter 1: SCOPE OF APPLICATION & GENERAL PROVISIONS

#### Section 1: Scope of Application

##### **Article 1:101: Sale of goods**

- (1) *These Principles apply to contracts for the sale of goods.*
- (2) *A contract for the sale of goods is a contract under which one party, the seller, undertakes to transfer the ownership of goods to another party, the buyer, either immediately on conclusion of the contract or at some future time, and the buyer undertakes to pay the price.*

##### **Article 1:102: Goods to be manufactured or produced**

- (1) *A contract for the manufacture or production, and sale, of goods is to be considered as a contract for the sale of the goods unless the party who orders the goods undertakes to supply a substantial part of the materials necessary for such manufacture or production.*
- (2) *In a consumer transaction, any contract for the manufacture or production, and sale, of goods is to be considered as a contract for the sale of the goods.*

##### **Article 1:103: Barter**

- (1) *These Principles apply with appropriate adaptations to contracts of barter.*
- (2) *A contract of barter is a contract under which each party undertakes to transfer the ownership of goods, either immediately on conclusion of the contract or at some future time, in return for the ownership of goods other than money.*
- (3) *Each party is considered to be the buyer with respect to the goods to be received and the seller with respect to the goods to be transferred.*

##### **Article 1:104: Meaning of “goods”**

*In these Principles, “goods”:*

- (a) *means corporeal movables, including ships, vessels, hovercraft or aircraft, space objects, animals, liquids and gases; and*
- (b) *includes future goods, that is to say goods which at the time of the conclusion of the contract do not yet exist.*

##### **Article 1:105: Application to other assets**

*These Principles apply with appropriate adaptations to:*

- (a) *electricity;*
  - (b) *information and data (including software);*
  - (c) *shares, investment securities and negotiable instruments; and*
  - (d) *other forms of incorporeal property, including rights, receivables and industrial or other intellectual property rights, but not including rights in land, buildings or other immovable property*
- as they apply to goods.*

## **Section 2: General Provisions**

### **Article 1:201: Relationship with the Principles of European Contract Law<sup>1</sup>**

- (1) *The rules in the Principles of European Contract Law apply to any contract within the scope of the Principles in this Book, except where otherwise provided.*
- (2) *To the extent of any conflict, the rules in this Book prevail.*

### **Article 1:202: Definition of consumer sale**

*For the purpose of these Principles, a consumer sale is a contract under which a natural or legal person who is acting to any extent for purposes related to that person's trade, business or profession (the professional) sells goods to a natural person who is acting primarily for purposes which are not related to that person's trade, business or profession (the consumer).*

### **Article 1:203: Default or mandatory status**

- (1) *The parties may derogate from these Principles unless otherwise provided.*
- (2) *The parties may not derogate to the detriment of the consumer from a consumer protection rule set out in these Principles.*

## **Chapter 2: OBLIGATIONS OF THE SELLER**

### **Article 2:001: Obligations of the seller**

*The seller must:*

- (a) *transfer the ownership of the goods, either immediately on conclusion of the contract or at some future time;*
- (b) *deliver the goods, unless they are already in the buyer's possession or the parties have agreed that they are to remain in the seller's possession;*
- (c) *ensure that the goods conform to the contract in every way and are free from any right or claim of a third party; and*
- (d) *transfer such documents representing or relating to the goods as may be required by the contract.*

## **Section 1: Delivery of the Goods**

### **Article 2:101: Delivery**

- (1) *The seller performs the obligation to deliver the goods by ensuring, so far as the nature of the goods permits, that physical control over the goods is transferred to the buyer or that the goods are otherwise made available to the buyer in accordance with the contract.*
- (2) *The seller may comply with paragraph (1) by, for example:*
  - (a) *handing over the goods to the buyer;*
  - (b) *handing over keys to the goods, or some other means by which the buyer can take over the goods;*
  - (c) *making the goods available for the buyer to take over at a designated place, or otherwise placing the goods at the buyer's disposal;*
  - (d) *transferring to the buyer documents representing the goods; or*

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<sup>1</sup> [full citation of Part I&II and III]

*(e) taking other measures which will enable the buyer to take over the goods from a third party in possession of them.*

*(3) If the contract is not a consumer sale and involves carriage of the goods by an independent carrier, the seller performs the obligation to deliver by handing over the goods to the carrier and by transferring to the buyer any document necessary to enable the buyer to take over the goods from the carrier.*

*(4) In this Article, any reference to the buyer includes another person, not being an independent carrier, to whom delivery is to be made in accordance with the contract.*

#### **Article 2:102: Place and time for delivery**

*(1) The place and time for delivery are determined by Articles 7:101 and 7:102 of the Principles of European Contract Law.*

*(2) However, if the performance of the obligation to deliver requires the transfer of documents representing the goods, the seller must transfer them at the place and time and in the form required by the contract or, if the contract does not regulate the matter, at such a time and place and in such a form, as will enable the buyer to take over the goods at the due time.*

#### **Article 2:103: Early delivery**

*(1) If the seller has, in accordance with Article 3:202, delivered goods before the time for delivery, the seller may, up to that time, deliver any missing part or make up any deficiency in the quantity of the goods delivered, or deliver goods in replacement of any non-conforming goods delivered or otherwise remedy any lack of conformity in the goods delivered, provided that the exercise of this right does not cause the buyer unreasonable inconvenience or unreasonable expense.*

*(2) If the seller has handed over documents before the time required by the contract, the seller may, up to that time, cure any lack of conformity in the documents, provided that the exercise of this right does not cause the buyer unreasonable inconvenience or unreasonable expense.*

*(3) However, the buyer has the right to claim damages for any inconvenience or expense in accordance with Chapter 9, Section 5 of the Principles of European Contract Law.*

#### **Article 2:104: Carriage**

*(1) If the seller is bound to arrange for carriage of the goods, the seller must make such contracts as are necessary for carriage to the place fixed by means of transportation appropriate in the circumstances and according to the usual terms for such transportation.*

*(2) If the seller, in accordance with the contract, hands over the goods to a carrier and if the goods are not clearly identified to the contract by markings on the goods, by shipping documents or otherwise, the seller must give the buyer notice of the consignment specifying the goods.*

*(3) If the seller is not bound to effect insurance in respect of the carriage of the goods, the seller must, at the buyer's request, provide the buyer with all available information necessary to enable the buyer to effect such insurance.*

### **Section 2: Conformity of the Goods**

#### **Article 2:201: Conformity with the contract**

*The seller must ensure that the goods conform to the contract in every way. Accordingly, the goods must be:*

- (a) of the quantity, quality and description required by the contract;*
- (b) contained or packaged in the manner required by the contract; and*
- (c) accompanied by any accessories, installation instructions or other instructions required by the contract.*

#### **Article 2:202: Specification**

*(1) If under the contract the buyer is to specify the form, measurement or other features of the goods and fails to make such specification either within the time agreed upon or within a reasonable time after receipt of a request from the seller, the seller may, without prejudice to any other rights, make the specification in accordance with any known requirements of the buyer.*

*(2) A seller who makes such a specification must inform the buyer of the details of the specification and must fix a reasonable time within which the buyer may make a different specification. If, after receipt of such a communication, the buyer fails to do so within the time so fixed, the specification made by the seller is binding.*

#### **Article 2:203: Implied requirements**

*(1) Except where the parties have agreed otherwise, the goods do not conform to the contract unless:*

- (a) they are fit for any particular purposes made known to the seller at the time of the conclusion of the contract, except where the circumstances show that the buyer did not rely, or that it was unreasonable for the buyer to rely, on the seller's skill and judgement;*
- (b) they possess the qualities of goods which the seller held out to the buyer as a sample or model;*
- (c) they are fit for the purposes for which goods of the same type would ordinarily be used;*
- (d) they are contained or packaged in the manner usual for such goods or, where there is no such manner, in a manner adequate to preserve and protect the goods;*
- (e) they are accompanied by such accessories, installation instructions or other instructions as the buyer could reasonably expect to receive; and*
- (f) they possess the qualities and performance capabilities the buyer could otherwise [reasonably] expect.*

*(2) In a consumer sale, the seller may not exclude or restrict the buyer's rights under this Article.*

#### **Article 2:204: Statements by third parties**

*(1) The goods do not conform to the contract unless they possess the qualities and performance capabilities held out in any relevant statement on the specific characteristics of the goods made about them by a person in earlier links of the business chain, the producer or the producer's representative.*

*(2) However, the seller is not bound by any such statement if:*

- (a) the seller was not, and could not reasonably be expected to have been, aware of the statement;*
- (b) the statement had been corrected by the time of the conclusion of the contract; or*

*(c) the buyer's decision to buy the goods could not have been influenced by the statement.*

*(3) [consumer "tag"?)*

#### **Article 2:205: Incorrect installation in a consumer sale**

*Where, in a consumer sale, the goods are incorrectly installed, any lack of conformity resulting from the incorrect installation is deemed to be a lack of conformity of the goods if:*

- (a) the goods were installed by the seller or under the seller's responsibility; or*
- (b) the goods were intended to be installed by the consumer and the incorrect installation was due to a shortcoming in the installation instructions.*

#### **Article 2:206: Third party rights or claims in general**

*The goods do not conform to the contract unless they are free from any right or claim of a third party. However, if such right or claim is based on industrial property or other intellectual property, the seller's obligation is governed by Article 2:207.*

#### **Article 2:207: Third party rights or claims based on industrial property or other intellectual property**

- (1) The goods do not conform to the contract unless they are free from any right or claim of a third party which is based on industrial property or other intellectual property and of which at the time of the conclusion of the contract the seller knew or could reasonably be expected to have known.*
- (2) However, paragraph (1) does not apply where the right or claim results from the seller's compliance with technical drawings, designs, formulae or other such specifications furnished by the buyer.*

#### **Article 2:208: Buyer's knowledge of lack of conformity**

*The seller is not liable under Articles 2:203, 2:205, 2:206 and 2:207 if, at the time of the conclusion of the contract, the buyer knew or could reasonably be expected to have known of the lack of conformity.*

#### **Article 2:209: Relevant point in time of conformity**

- (1) The seller is liable for any lack of conformity which exists at the time when the risk passes to the buyer, even if the lack of conformity becomes apparent only after that time.*
- (2) In a consumer sale, any lack of conformity which becomes apparent within six months of the time when risk passes to the buyer is presumed to have existed at that time unless this presumption is incompatible with the nature of the goods or the nature of the lack of conformity.*

### **Chapter 3: OBLIGATIONS OF THE BUYER**

#### **Article 3:001: Obligations of the buyer**

*The buyer must:*

- (a) pay the price;*
- (b) take delivery of the goods in any case where they are to be delivered to the buyer;*

*and*

*(c) take delivery of documents representing or relating to the goods as may be required by the contract.*

### **Section 1: Payment of the Price**

#### **Article 3:101: Formalities of payment**

*The buyer's obligation to pay the price includes taking such steps and complying with such formalities as may be necessary to enable payment to be made.*

#### **Article 3:102: Currency**

*Where the price is not expressed in a particular currency, payment must be made in the currency of the place where payment is to be made.*

#### **Article 3:103: Net weight-price**

*If the price is fixed according to the weight of the goods, in case of doubt it is to be determined by the net weight.*

### **Section 2: Taking Delivery**

#### **Article 3:201: Taking delivery**

*The buyer performs the obligation to take delivery:*

- (a) by doing all the acts which could reasonably be expected of the buyer in order to enable the seller to perform the obligation to deliver; and*
- (b) by taking over the goods, or the documents representing the goods, as required by the contract.*

#### **Article 3:202: Early delivery and delivery of excess quantity**

- (1) If the seller tenders delivery of all or part of the goods before the time fixed, the buyer may take delivery or, except where acceptance of the tender would not unreasonably prejudice the buyer's interests, refuse to take delivery.*
- (2) If the seller delivers a quantity of goods greater than that provided by the contract, the buyer may take delivery, or refuse to take delivery, of all or part of the excess quantity.*
- (3) A buyer who takes delivery of all or part of the excess quantity must pay for it at the contractual rate.*

## **Chapter 4: REMEDIES**

### **Section 1: Remedies in General**

#### **Article 4:101: Application of the the Principles of European Contract Law**

*If a party fails to perform any of that party's obligations under the contract, the other party may exercise the remedies provided in Chapters 8 and 9 of the Principles of European Contract Law, except as otherwise provided in this Chapter.*

#### **Article 4:102: Termination of the contract for fundamental non-performance**

- (1) Article 8:103 (a) of the Principles of European Contract Law (which provides that a non-performance of an obligation is fundamental if strict compliance with the obligation is of the essence of the contract) applies only if the parties have expressly agreed, or if it is obvious from the circumstances, that compliance with the obligation is of the essence of the contract.*

(2) *In a consumer sale, the buyer may terminate the contract for fundamental non-performance in the case of any lack of conformity unless the lack of conformity is minor.*

**Article 4:103: Termination in the case of partial delivery and partial conformity**

(1) *If the seller delivers only a part of the goods, or if only a part of the goods delivered is in conformity with the contract, the right to termination under Article 9:301 of the Principles of European Contract Law applies in respect of the part which is missing or which does not conform.*

(2) *However, where the failure to supply the missing part or the supply of the non-conforming part amounts to a fundamental non-performance on the part of the seller, the buyer may terminate the entire contract.*

**Article 4:104: Limitation of liability for damages of non-professional sellers**

(1) *If the seller is a natural person not acting to any extent for purposes related to that person's trade, business or profession, the buyer is not entitled to claim damages exceeding the contract price.*

(2) *The seller is not entitled to rely on paragraph (1) if the lack of conformity relates to facts of which the seller, at the time when the risk passed to the buyer, knew or could reasonably be expected to have known and which the seller did not disclose to the buyer before that time.*

**Section 2: Remedies of the Buyer for Lack of Conformity**

**Article 4:201: Overview of remedies**

(1) *When the goods do not conform to the contract the buyer is entitled, subject to the provisions of this Chapter:*

(a) *to have the lack of conformity remedied by repair, replacement or other means in accordance with Articles 4:202 to 4:204 (which apply in place of Article 8:104 and Chapter 9, Section 1 of the Principles of European Contract Law);*

(b) *to withhold performance under Chapter 9, Section 2 of the Principles of European Contract Law;*

(c) *to termination of the contract for fundamental non-performance under Chapter 9, Section 3 of the Principles of European Contract Law;*

(d) *to price reduction under Chapter 9, Section 4 of the Principles of European Contract Law; or*

(e) *to damages under Chapter 9, Section 5 of the Principles of European Contract Law.*

**Article 4:202: Remedying the lack of conformity**

(1) *The buyer is entitled to have the lack of conformity remedied free of charge by repair, replacement or other means, provided that remedying it:*

(a) *is not unlawful or impossible; or*

(b) *will not cause the seller unreasonable effort or expense.*

(2) *“Free of charge” refers to the necessary costs incurred in bringing the goods into conformity, particularly the costs of postage, labour and materials.*

(3) *The seller may not refuse to remedy the lack of conformity merely because the buyer could reasonably have it remedied from another source.*

**Article 4:203: Seller's offer to remedy the lack of conformity**

*The buyer is required to give the seller an opportunity to remedy the lack of conformity if:*  
*(a) the seller, promptly after being notified of the lack of conformity, offers to remedy it; and*  
*(b) the buyer has no reason to believe that the seller will be unable to remedy it without within a reasonable time and where the buyer is a consumer, without significant inconvenience to the consumer .*

#### **Article 4:204: Choice of method**

- (1) The seller may choose how to remedy the lack of conformity, unless the method chosen would, in comparison to other methods, cause unreasonable delay or significant inconvenience to the buyer.*
- (2) In a consumer sale, the buyer may choose whether the lack of conformity is to be remedied by repair, replacement or other means, unless the method chosen does not comply with the conditions set out in Article 4:202 (1).*

#### **Article 4:205: Resort to other remedies**

- (1) The buyer may withhold performance but may not resort to any other remedy for the lack of conformity if the buyer:*  
*(a) has, in accordance with Article 4:202, demanded that the seller remedy the lack of conformity; or*  
*(b) has given the seller an opportunity to remedy the lack of conformity under Article 4:203.*
- (2) However, if the seller refuses or has failed to remedy the lack of conformity within a reasonable time and where the buyer is a consumer, without significant inconvenience to the consumer, the buyer may resort to any other available remedy.*
- (3) If the buyer has failed to give the seller an opportunity to remedy the lack of conformity when required to do so under Article 4:203 the buyer may not terminate the contract for fundamental non-performance but may resort to any other available remedy.*
- (4) Nothing in this Article prevents the buyer from claiming damages for any consequential loss caused by the non-conformity.*

### **Section 3: Requirements of Examination and Notification**

#### **Article 4:301: Examination of the goods**

- (1) *If the sale is not a consumer sale, the buyer is required to examine the goods, or cause them to be examined, within as short a period as is reasonable in the circumstances. Failure to comply with this requirement may result in the buyer losing, under Article 4:302, the right to rely on the lack of conformity.*
- (2) *If the contract involves carriage of the goods, examination may be deferred until after the goods have arrived at their destination.*
- (3) *If the goods are redirected in transit, or redispached by the buyer before the buyer has had a reasonable opportunity to examine them, and at the time of the conclusion of the contract the seller knew or could reasonably be expected to have known of the possibility of such redirection or redispach, examination may be deferred until after the goods have arrived at the new destination.*

#### **Article 4:302: Notification of lack of conformity**

- (1) *If the buyer does not give notice to the seller specifying the nature of a lack of conformity within a reasonable time after the buyer has discovered or ought to have discovered it, the buyer loses the right to rely on the lack of conformity.*
- (2) *In a consumer sale, a period of two months, or less, is always regarded as reasonable for the purpose of paragraph (1).*
- (3) *In any event, the buyer loses the right to rely on a lack of conformity, if the buyer does not give the seller notice of the lack of conformity at the latest within two years from the time at which the goods were made available to the buyer in accordance with the contract, or such longer period as may be required for consistency with the terms of a guarantee.*
- (4) *Paragraph (3) does not apply in respect of third party claims or rights pursuant to Articles 2:206 and 2:207.*
- (5) *In a consumer sale, the loss of the right to rely on the lack of conformity under this Article does not apply to the right to ask for a price reduction, the right to damages not exceeding the contract price or the right to withhold performance.*

#### **Article 4:303: Notification of partial delivery**

*The buyer does not have to notify the seller of the fact that not all the goods have been delivered, if the buyer has reason to believe that the remaining goods will be delivered.*

#### **Article 4:304: Seller's knowledge of lack of conformity**

*The seller is not entitled to rely on the provisions of Articles 4:301 or 4:302 if the lack of conformity relates to facts of which the seller knew or could reasonably be expected to have known and which the seller did not disclose to the buyer.*

#### **Article 4:305: Notification of remedy claimed**

- (1) *If the buyer has notified the seller, under Article 4:302, of a lack of conformity and does not, within a reasonable time after the notification:*
  - (a) *ask the seller to remedy the lack of conformity by repair, replacement or other means; or*

(b) give the seller a notice of termination of the contract for fundamental non-performance,  
the buyer loses any right to have the lack of conformity so remedied and any right to so terminate the contract.

(2) Paragraph (1) does not apply to a consumer sale. However, in the circumstances there mentioned, the consumer is required, within a reasonable time after being requested by the seller to do so, to specify the remedy which he or she chooses. If the consumer does not make such a specification, the seller may choose.

## **Chapter 5: PASSING OF RISK**

### **Section 1: General Provisions**

#### **Article 5:101: Risk**

*Loss of, or damage to, the goods after the risk has passed to the buyer does not discharge the buyer from the obligation to pay the price, unless the loss or damage is due to an act or omission of the seller.*

#### **Article 5:102: Time when risk passes**

*Unless otherwise provided in Section 2, the risk passes:*

(a) *when the buyer takes over, in accordance with the contract, the goods or the documents representing them; or*

(b) *in any case where the buyer is not bound to take over the goods or the documents representing them, at the time when the buyer becomes owner of the goods.*

### **Section 2: Exceptions**

#### **Article 5:201: Identification of the goods**

*The risk does not pass to the buyer until the goods are clearly identified to the contract, whether by markings on the goods, by shipping documents, by notice given to the buyer or otherwise.*

#### **Article 5:202: Goods placed at buyer's disposal**

(1) *If the goods are placed at the buyer's disposal but the buyer does not take them over in due time because of a non-performance by the buyer of an obligation under the contract, the risk passes to the buyer from the time when the goods should have been taken over.*

(2) *If the goods are placed at the buyer's disposal and the buyer is bound to take them over at a place other than the place of business of the seller, the risk passes when delivery is due and the buyer is aware of the fact that the goods are placed at the buyer's disposal at that place.*

#### **Article 5:203: Carriage of goods**

(1) *This article applies to any sale which is not a consumer sale and which involves carriage of goods.*

(2) *If the seller is not bound to hand over the goods at a particular place, the risk passes to the buyer when the goods are handed over to the first carrier for transmission to the buyer in accordance with the contract.*

- (2) *If the seller is bound to hand over the goods to a carrier at a particular place, the risk does not pass to the buyer until the goods are handed over to the carrier at that place.*
- (3) *The fact that the seller is authorised to retain documents controlling the disposition of the goods does not affect the passing of the risk.*

#### **Article 5:204: Goods sold in transit**

- (1) *This article applies to any sale which is not a consumer sale and which involves goods sold in transit*
- (2) *The risk passes to the buyer at the time the goods are handed over to the first carrier. However, if the circumstances so indicate, the risk passes to the buyer at the time of the conclusion of the contract.*
- (3) *If at the time of the conclusion of the contract the seller knew or could reasonably be expected to have known that the goods had been lost or damaged and did not disclose this to the buyer, the loss or damage is at the risk of the seller.*

#### **Article 5:205: Carriage of goods in a consumer sale**

*In a consumer sale which involves carriage of goods, the risk passes to the buyer when the buyer takes over the goods in accordance with the contract.*

### **Chapter 6: CONSUMER GOODS GUARANTEES**

#### **Article 6:101: Definition of a consumer goods guarantee**

- (1) *A consumer goods guarantee means any undertaking of a type mentioned in paragraph (2) given to a consumer:*
- (a) by a producer or a person in later links of the business chain; or*
  - (b) by the seller in addition to the seller's obligations under these Principles and Article 6:101 of the Principles of European Contract Law.*
- (2) *The undertaking may be that:*
- (a) apart from misuse, mistreatment or accident the goods will remain fit for their ordinary purpose for a specified period of time, or otherwise;*
  - (b) the goods will meet the specifications set out in the guarantee or in associated advertising; or*
  - (c) subject to any conditions stated in the guarantee,*
    - (i) the goods will be replaced or repaired;*
    - (ii) the price will be reimbursed; or*
    - (iii) some other remedy will be provided.*

#### **Article 6:102: Binding nature of the guarantee**

- (1) *A consumer goods guarantee is binding without acceptance in favour of the first buyer, notwithstanding any provision to the contrary in the guarantee document or the associated advertising.*
- (2) *If not otherwise provided in the guarantee document, the guarantee is also binding without acceptance in favour of every owner of the goods within the duration of the guarantee.*
- (3) *Any requirement in the guarantee whereby it is conditional on the fulfilment by the guarantee holder of any formal requirement, such as registration or notification of purchase, is without effect, unless otherwise agreed.*

### **Article 6:103: Obligation to provide guarantee document**

(1) *A person who gives a consumer goods guarantee must provide the buyer with a guarantee document which:*

- (a) states that the buyer has legal rights which are not affected by the guarantee;*
- (b) lists all the essential particulars necessary for making claims under the guarantee, notably:
  - the name and address of the guarantor,*
  - the name and address of the person to whom any notification is to be made and the procedure by which the notification is to be made;**
- (c) points out the advantages of the guarantee for the buyer in comparison with the conformity rules;*
- (d) is drafted in plain, intelligible language; and*
- (e) is drafted in the same language as that in which the goods were offered;*

*unless such a document has already been provided to the buyer.*

(2) *The guarantee document must be on paper or in another durable medium and be available and accessible to the buyer.*

(3) *The validity of the guarantee is not affected by infringement of the requirements of paragraphs (1) and (2), and accordingly the guarantee holder can still rely on the guarantee and require it to be honoured.*

(4) *If the requirements of paragraphs (1) and (2) are infringed the buyer may, without prejudice to any right to damages which may be available, require the guarantor to provide a guarantee document which conforms to those requirements.*

### **Article 6:104: Coverage of the guarantee**

*If the guarantee document does not specify otherwise:*

- (a) the duration of the guarantee is 5 years or the estimated life-span of the goods, whichever is shorter;*
- (b) the guarantee includes the requirements set out in Article 2:202 (1)(b) and (c);*
- (c) the guarantor must remedy any failure by the goods to comply with Article 2:202(1)(b) and the guarantee holder may choose between replacement, repair and reimbursement of the price paid;,*
- (d) all costs involved in invoking and performing the guarantee are to be borne by the guarantor.*

### **Article 6:105: Guarantee confined to specific parts**

(1) *A consumer goods guarantee relating only to a specific part or specific parts of the goods must clearly indicate this limitation in the guarantee document.*

(2) *If the limitation is not so indicated, it is ineffective*

### **Article 6:106: Guarantee conditions**

*The guarantee may exclude or limit the guarantor's liability under the guarantee for any failure of or damage to the goods caused by failure to maintain the goods in accordance with instructions supplied with the goods, provided that the exclusion or limitation is clearly set out in the guarantee document*

### **Article 6:107: Burden of proof**

*Where the consumer invokes a consumer goods guarantee within the period covered by the guarantee, the burden of proof that:*

*(a) the goods met the specifications set out in the guarantee document or in associated advertisements; and*

*(b) any failure of or damage to the goods is due to misuse, mistreatment, accident, failure to maintain, or other cause for which the guarantor is not responsible*

*is on the guarantor notwithstanding any provision to the contrary in the guarantee document.*

**Article 6:108: Prolongation of the guarantee period**

*If any defect or failure in the goods is remedied under the guarantee then the guarantee is prolonged for a period equal to the period during which the guarantee holder could not use the goods due to the defect or failure.*