

# APPENDIX 1

## LEGAL GUARANTEES (reminder of the main provisions)

### Legal guarantee of conformity (art. L. 211-4 et seq. Of the Consumer Code)

**Article L211-4:** The seller is required to deliver goods in accordance with the contract and is liable for any lack of conformity existing at the time of delivery. It also responds to any lack of conformity resulting from the packaging, assembly instructions or installation when this has been charged to it by the contract or has been carried out under its responsibility. **Article L211-5:** To comply with the contract, the goods must:

1° Be suitable for the use usually expected of a similar good and, where applicable:

- correspond to the description given by the seller and possess the qualities that the latter presented to the buyer in the form of a sample or model;
- present the qualities that a buyer can legitimately expect given the public statements made by the seller, the producer or his representative, in particular in advertising or labeling;

2° Or have the characteristics defined by mutual agreement by the parties or be suitable for any special use sought by the buyer, brought to the attention of the seller and which the latter has accepted. **Article L211-12:** The action resulting from the lack of conformity lapses two years after delivery of the goods.

### Legal guarantee against hidden defects (Articles 1641 et seq. Of the Civil Code)

**Article 1641:** The seller is bound by the warranty for hidden defects in the item sold which make it unfit for the use for which it is intended, or which reduce this use so much that the buyer would not have acquired it, or would have given a lower price, if he had known them. **Article 1642:** The seller is not liable for apparent defects of which the buyer has been able to convince himself. **Article 1644:** In the case of **Articles 1641 and 1643**, the buyer has the choice to return the item and have the price returned, or to keep the item and have part of the price returned. **Article 1648 paragraph 1:** The action resulting from latent defects must be brought by the purchaser within two years from the discovery of the defect.