



COMMERCIAL AND LEGAL WARRANTY

Many times we talk about warranty without knowing thoroughly the difference between **Legal Warranty** and **Commercial Warranty**. Vendors do not inform adequately the customers on real producer warranty regarding purchased goods, limiting by declaring that purchased product have 2 years warranty. From its side the customer doesn't read carefully warranty certificate of the purchased goods and doesn't know that the product has only one year of commercial warranty, many times.

Legal and Commercial Warranty

The 99/44/CE Directive, and individual national transposing laws (for Italy the Legislative Decree no. 24 of February 2, 2002) introduce a new warranty regime for movable property purchased by consumers, by "consumer" intending only "one who uses the asset for purposes unrelated to business or professional activity" (household / private use). For this reason these new rules do not change anything in the relationship customer / supplier regarding purchases made by invoicing (for which is still the commercial guarantee lasting twelve months).

The "legal two years guarantee" required by the Directive is given to the consumer directly by the seller and is liable for any "lack of conformity with the sale contract" that is coming into force whenever the consumer finds a difference between the stated product's characteristics and those of their purchased item. It is a guarantee for any lack of conformity or defect of lack of promised features and concern a problem that has characterized the good from the start (for example, a processor that does not reach the nominal clock frequency). In these cases the consumer has the right to request the intervention of the legal guarantee, because the purchase agreement was not observed or because it has been given a good different than expected. The policy does not cover normal wear phenomena.

Alongside the legal warranty that comes from the implementation of Directive 99/44 / EC, there is a second form of guarantee called **commercial guarantee** which is in effect a guarantee of good operation: it does not guarantee the absence of original defects, but the fact that you do not have defects due to use protracted. The duration of this commercial guarantee is limited to **twelve months**, exceptions explicitly indicated by the manufacturer directly on the invoice or on the warranty. There is no right to claim your warranty if - the defect or damage was caused by improper usage. Improper usage is defined as following: Repairs or interventions carried out by persons not authorized by the manufacturer to open the apparatus (the same value of the intervention of an unauthorized third party) - manipulation of the components of the assembly - manipulation software - defects or damage from falling, breaking, lightning or ingress of liquids. Moreover, even if defects or damage were caused by the influence of mechanical, chemical, thermal and radio (e.g. microwave, sauna. ...) - Devices with additions or accessories not approved by the manufacturer under Article. 5 of Directive 99/44 / EC, the customer to exercise his rights, have the burden to denounce the lack of conformity within two months from the date on which he detected such lack. In case of replacement of the product or component, the products or the relevant parts, in view of the replacement, become the property of the manufacturer. The services rendered under the guarantee does not extend the warranty period. Therefore, in case of replacement of the product or of one of its components, the good or the component provided in place does not initiate a new warranty period, but it must be taken into account the date of purchase of the original good. Any further rights of any kind are excluded.

Rules governing the warranty of goods sold for Entrepreneurial or Professional activity

In case of purchases for Entrepreneurial or Professional activity (with sales invoice and VAT) the valid guarantee is only the commercial one which is usually of twelve months, unless otherwise guarantees offered by manufacturers.