

Resume

The aim of this thesis, The Sale of Goods to Consumers, is to provide the reader with a complete overview of the subject and additionally to explore the crucial legal and practical questions concerning contracts made by a consumer who does not act in the course of business and a businessman who contrary to a consumer acts in the course of business. The Sale of Goods and its accompanying questions need to be solved in the context where a consumer is a weaker contractual party which has to be protected by the legal regulations against businessman's experience and knowledge and against the unpremeditated actions of a consumer.

Consumer protection in this field has been incorporated in special provisions within the Czech Civil Code and other legal instruments. Since the Czech Republic is a member state of the European Union the *acquis communautaire* sets the directions of the consumer protection; therefore, this thesis not only deals with the Czech legal system but focuses also on Community law, on other European legal systems as well as on the International Private Law. This study employs a close analysis of particular judicial decisions in both Czech and Czechoslovak courts and The European Court of Justice. Not only *de lege lata* regulation is taken into account but also the draft of the new Private Law Code and *de lege ferenda* considerations are covered.

The thesis is divided into seven independent chapters. The first chapter provides an explanation of this legal institution and outlines the legal and theoretical contexts of this purchase contract as regulated by The Civil Code and also by The Commercial Code. The fundamental question raised in this chapter is whether the buyer who is an artificial person (legal

entity) is protected by Czech legal system on the same level as a buyer who is a natural person. The base of this chapter defines and compares the various notions of "buyer", "consumer" and "seller" and "supplier" in the legal regulation *de lege lata* as well as in the regulation *de lege ferenda*, and attempts to reconcile their difference.

The second chapter focuses on formal and essential requirements of this contract such as an object of the contract and a purchase price and in addition, it attempts to answer whether only movable things can be an object of the Sale of Goods to Consumers or whether the purchases of immovable assets are also protected.

The third chapter deals with consumer contracts and contains a comparative analysis of unfair contract terms according to the Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts regarding the Czech and English legal systems.

The fourth and fifth chapters provide an overview of the certain types of the Sale of Goods to Consumers and of basic rights and duties of both contractual parties. Specific situations and concrete questions are ushered in and solved.

The sixth chapter deals with liability for defects, an important aspect of the Sale of Goods to Consumers, since it differs fundamentally from liability within business-to-business contracts. This chapter also explains and solves the interesting question of whether the Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees required implementing of a two-year legal guarantee into the Czech legal system or whether it was just the mistake of the Czech legislature.