

Abstract

Warranty claims from a consumer perspective in the context of sales of goods.

This thesis addresses the issue of claims under warranty by consumers, which I suppose every one of us has done at least once in our lifetime. This work is divided into four chapters and it aims to describe, in depth, the contemporary legal regulation of the provision § 19 of the Consumer Protection Act in connection with the provisions of the Civil Code, mainly its special provisions on the sale of consumer goods.

The first chapter is concerned with the general definition of the regulation impacting this domain. Specifically, it introduces the consumer sales contract, its incorporation within the general regulation of sales contracts and it goes even further in referencing the EU legal regulations affecting consumer rights concerning faulty goods and certain aspects of warranty claims.

In the second chapter I define the terms ‘consumer’, ‘trader’, ‘goods’ and ‘faulty goods’ in connection with the consumer purchase contract and its interpretation within the context of the Consumer Protection Act and the Civil Code.

In the third chapter I define the most fundamental term of the thesis – that of a ‘claim under warranty’. With respect to this term, I analyze the essentials of claiming under warranty. Specifically, they consist of a claim of defect and a concrete type of claim of defect mending the goods, whether through an implied or an alternative method. In addition to this, I consider the act of returning the purchased goods to traders and analyze the obligations related to claims under warranty as they are defined by the Consumer Protection Act and the resulting consequences. Further to this, I elaborate on the legal time limit for settling claims and its extension along with a practical example. In this chapter it was impossible not to consider the consequences associated with failing to settle a claim within the legal time limit in terms of private law. I do so within the context of the Civil Code while critically examining the interpretation of these provisions by The Supreme Court of the Czech Republic. Finally, I examine the coverage of ‘purposefully spent costs’ related to warranty claims in addition to the role of the person designated to carry out the repairs.

The fourth and final chapter addresses the issue of the legitimacy of demands by certain traders that the costs related to a claim, which has been proven unjustified, should be refunded by consumers. I also examine an alternative approach towards compensation for sellers where a termination of the contract by the consumer occurs and in which the consumer has enjoyed the use of those goods for their own benefit.