



MCCAA

THE MALTA COMPETITION AND
CONSUMER AFFAIRS AUTHORITY

CONSUMER GUARANTEES

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THE TWO-YEAR LEGAL GUARANTEE

The Sale of Goods to Consumers Regulations of the Consumer Affairs Act stipulate that goods sold to consumers must conform to the sales contract and must be supplied as per the following subjective and objective criteria.

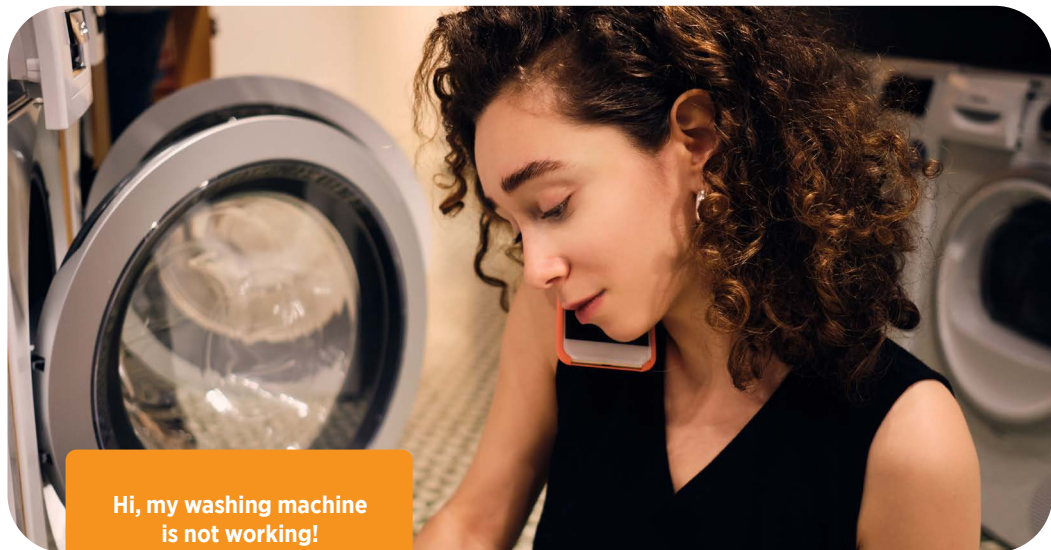
SUBJECTIVE CRITERIA

Goods must match the description, type, quantity, quality and have the promised functionality, compatibility, and features.

Goods must be fit for the specific purpose for which the consumer requires them and communicated to the seller before the sale was concluded and which the seller agreed to.

Goods supplied must include all accessories and instructions as stipulated in the sales contract.

Goods with digital elements must be supplied with necessary updates.



Hi, my washing machine
is not working!

OBJECTIVE CRITERIA

Goods should work as expected for their typical purpose.

Goods must match the quality and description of samples shown to consumers.

Goods must include expected accessories and instructions.

Goods should last and perform as normal for their type, including durability, functionality, compatibility and security.

INCORRECT INSTALLATION OF GOODS

Incorrect installation is considered a lack of conformity if:

- + The seller or their representative handled the installation as part of the sales contract; or
- + The consumer's installation failed due to inadequate instructions from the seller, supplier, or provider of the digital content or service.

LEGAL REMEDIES

If goods do not meet the criteria specified in the legal provisions, consumers may request **one** of the following remedies:

Repair or replacement.

A partial price reduction.

A full refund of the money paid.

These remedies must be provided to consumers free of charge, within a reasonable time, and without causing significant inconvenience.

For repairs or replacement, the seller must:

Remove the non-conforming goods.

Install the repaired or replacement goods.

Cover all costs associated with removal and installation.

Consumers must not be required to pay for normal use of the replaced goods before their replacement.

Price reductions must reflect the decrease in value of the goods compared to their expected value if they were in conformity.

Consumers cannot terminate a sales contract and request a full refund for minor defects.

Consumers can withhold payment of any outstanding amount until the seller fulfils their obligations.

SELLERS LIABILITY

Sellers are liable for non-conformities present at delivery and those that appear within **two years** of delivery. The two-year period is suspended during any negotiations between the seller and the consumer with a view to an amicable settlement.

BURDEN OF PROOF

If the problem with the goods becomes apparent within one (1) year from delivery, it is presumed to have existed at the time of delivery, unless the seller can prove otherwise.

For goods with digital elements that involve the ongoing provision of digital content or services, the burden of proof is on the seller throughout the supply period.

CONSUMERS' RESPONSIBILITY

Consumers must inform sellers of any issues within two (2) months of discovering the problem. They can choose how to notify the seller but must use a method that provides proof of notification.

When making a claim for a free remedy from a trader, consumers must provide proof of purchase. This is essential to confirm consumers eligibility for a remedy under consumer protection laws. Proof of purchase can include receipts, invoices, or bank statements.

COMMERCIAL GUARANTEE

A commercial guarantee is an additional voluntary guarantee given to consumers by traders when purchasing certain types of products. Once provided, a commercial guarantee becomes legally binding and enforceable.

Commercial guarantees cannot diminish consumers' legal rights.

Commercial guarantees must be provided in writing, either in Maltese or English, and in a clear format.

If repairs are needed during the guarantee period, the duration of the guarantee is extended automatically by the period of time during which the trader had the goods, or part of them, in his possession while executing the guarantee.

When products are replaced under guarantee free of charge, the original guarantee given to consumers when the product was purchased continues on the replaced product. This also applies to when products are replaced during the two-year legal guarantee.

Traders cannot charge for fulfilling the guarantee or transporting the goods, unless specified in the guarantee's terms. No extra fees can be charged if the product's fault is covered by the legal two-year guarantee.

The trader giving the commercial guarantee is responsible for its execution, unless they inform the consumer that a third party is responsible. In that case, the trader must provide the consumer with the details of the responsible party in writing.

If a commercial guarantee is mentioned in an advert, it is still legally binding even if it is not included in the sales contract.

MAIN DIFFERENCES BETWEEN THE LEGAL AND COMMERCIAL GUARANTEE

Legal Guarantee

Mandatory across European Union Member States.

Duration is two years and applicable on all types of goods consumers purchase from traders.

Three types of remedies: repair, replacement or refund.

Terms of legal guarantee stipulated in consumer law.

Proof of purchase required to claim a legal remedy from traders.

Commercial Guarantee

Voluntarily given by traders.

Duration set by the trader.

Type of remedies depend on the guarantee's terms and conditions.

Terms of commercial guarantee stipulated in commercial guarantee, which must be provided to consumers in writing (Maltese or English). Cannot diminish consumers' legal rights.

Consumers may be requested to present the commercial guarantee to claim a remedy.



The information published in this leaflet is for informational purposes only. Any legal claim should be based on the relevant legal texts. For more information, please contact the Office for Consumer Affairs within the MCCA on **23952000** or visit: **www.mccaa.org.mt**.