



## Appendix 1

### **Articles related to the legal guarantee and the guarantee against latent defects**

#### **Article L. 217-4 of the Consumer Code**

The vendor is required to deliver the product in conformity with the contract, and answer for any non-conformity that exists upon delivery. The vendor must also answer for non-conformity resulting from the packaging or from deficient instructions for assembly or installation when such were assigned to it in the contract or were carried out under its responsibility.

#### **Article L. 217-5 of the Consumer Code**

A product is in conformity with the contract:

1. if it is suitable for the purpose that is usually intended for a similar product, and, if applicable:
  - if it corresponds to the description given by the vendor and has the qualities that were presented to the purchaser in a sample or model;
  - if it has the qualities that a purchaser may legitimately expect with regard to the public statements made by the vendor, the producer, or its representative, particularly in the advertising or labelling;
2. or if it has the characteristics defined by the parties' mutual agreement, or is suitable for any special use intended by the purchaser, which was brought to the knowledge of the vendor and was accepted thereby.

#### **Article L217-12 of the Consumer Code**

A legal action for defective conformity is time-barred two years after delivery of the product.

#### **Article L. 217-16 of the Consumer Code:**

When, during the course of the commercial guarantee granted at the time of the purchase or the repair of a product, the purchaser asks the vendor to repair the product covered by the guarantee, a period of immobilization of at least seven days is added to the period of guarantee that remains to run. This period commences to run as of the purchaser's request for repair or as of the date of availability of the product for repair if it is subsequent to the request for repair.

#### **Article 1641 of the Civil Code**

The vendor is required to cover hidden defects in the sold product that render it unsuitable for its intended use, or which are so diminishing with respect to that use that, if he had known, the purchaser would not have purchased it, or would have paid a lower price for it.

#### **Paragraph 1 of article 1648 of the Civil Code**

An action for prohibitive defects must be initiated by the purchaser within two years after the discovery thereof.