

Malfunctioning of the whole or part of a product can relate to various issues, such as: The zipper on the clothing not closing; A loose spring on the mattress; The internal fins in a device not working; The safety chain on a silver ring not functioning.

Each of these problems indicates a defect in the product, which can make it dangerous or unsuitable for use. In such cases, consumers are entitled to a warranty or replacement of the product. If you notice a defect in the product, the retailer is obliged to fix the defects within 30 days of submitting your request or after receiving a decision from the competent inspection authority, which may require the retailer to fix the defects within a specified period. For products intended for longer use, the retailer must immediately, upon receiving your request, provide you with a suitable product for use while the original product is being repaired. If a defect is removed, the warranty period is extended for the time the product was not in use, which is calculated from the day you submitted the request for the defect to be fixed. In the case of a product replacement, the warranty period for the new product begins from the day the product is delivered. For example, in our stores, products with different warranty periods may be found, such as: Refrigerator motor: 10-15 years, Washing machine motor: 7-10 years, Cars: 7 years. These are manufacturer warranties that already provide rights with a longer period than what the manufacturer offers. If you need conformity or have a problem with the product, you should contact the seller directly.

For commercial warranties, you should contact the seller directly. If the product cannot be replaced or repaired, it is important to inquire about available service providers when purchasing products. If the seller does not fulfill your legal rights, you can contact the State Market Inspectorate or enforce your rights through legal proceedings before the competent civil court.



For more advice and information about your rights as a consumer, you can contact the Consumer Organization of Macedonia (OPM) at the following phone number: 02/3 179 592 or through their website:

www.opm.org.mk.

You can also send them an email at:
sovetuvanje@opm.org.mk.



Република Северна Македонија
Министерство за економија

WHAT YOU NEED TO KNOW WHEN PURCHASING PRODUCTS



text it **EASY**



Ко-финансирано од
Европска Унија

Find out what you can do if you purchase a defective product! What rights do you have if the product is not as it should be! All warranties longer than two years for parts or product properties are manufacturer warranties!

When purchasing products, you should know that the law protects you if you buy a defective product. The seller is responsible for the properties of the product they sell. When we talk about legal properties, it means that the seller must sell you a product that is their own and is not encumbered with third-party rights. They must also guarantee the quality of the product, meaning they must provide you with a product that meets the agreed standards and is complete if it is a complex product. Some manufacturers offer warranties for certain properties and characteristics of the products for a longer period, often because these are products used at home or other technical products that should have a longer warranty (over 5 years). Sometimes this is done to attract consumers and gain a competitive advantage. This warranty is called a manufacturer's warranty.



In the European Union, the seller is responsible to the consumer for defects in the product if they occur within two years from the moment the product is sold. The consumer must inform the seller of the defect within two months. If the defect appears in the first six months, the consumer does not need to prove that the seller is at fault. After six months, the consumer must prove that it is a hidden defect. Once the consumer informs the seller of the defect, they can exercise their rights within two years: Replacement or repair of the product; Reduction of the product price; Termination of the contract. The consumer can always seek compensation for damages if they prove that such damages exist.

Sellers have an obligation to sell functional products. If they sell a defective product, they are liable for any damage it may cause to the consumer or third parties.

A product is considered defective when it does not guarantee the safety that the consumer can reasonably expect, taking into account all circumstances, such as:

- A) The presentation of the product;
- B) The purpose for which it can reasonably be expected that the product will be used;
- C) The date the product was placed on the market.

A product is not considered defective if the only reason for this is that a better product was subsequently placed on the market. Examples of defects may include situations such as an explosion of a mobile phone, fire when turning on an electrical device, or injury to fingers due to a faulty mixer.

The consumer should know that for a defective product and any damage that may arise from the defect, the manufacturer is liable if the material damage exceeds 500 euros, as well as for damage to other items of the consumer. For non-material damage, death, or injury, liability is determined according to the Law on Obligations. The right to guarantee the material properties and conformity can be exercised within 6 months according to the Consumer Protection Law (or up to one year according to the Law on Obligations). In the case of product non-conformity, the consumer is entitled to: Replacement or repair of the product; Reduction or revision of the price; Termination of the contract; Compensation for damage.