

FULL TEXT OF ARTICLES 128 TO 135 OF THE CONSUMER CODE
Title III
Legal guarantee of compliance and commercial guarantees for Consumer goods
Chapter I

Of the sale of Consumer goods

ARTICLE 128

Scope and definitions

1. This chapter governs certain aspects of sales contracts and guarantees concerning Consumer goods. For these purposes, trade-in and supply contracts as well as tenders, work contracts, and all other contracts aimed at supplying Consumer goods to be manufactured or produced are equated to sales contracts.
2. For the purposes of this chapter:
 - a) Consumer goods: any movable goods, including those to be assembled, except:
 - 1) goods subject to forced sale or otherwise sold in other ways by the judicial authorities, including by proxy to notaries;
 - 2) water and gas, when not packaged for sale in a limited volume or in a specific quantity;
 - 3) electricity;
 - b) Seller: any natural or legal person, public or private, who, in the exercise of their business or professional activity, uses the contracts referred to in paragraph 1;
 - c) manufacturer's guarantee: shall mean any undertaking by a Seller or Producer to the Consumer, given without extra charge, to reimburse the price paid or to replace, repair, or handle Consumer goods in any way if they do not meet the specifications set out in the guarantee declaration or in the relevant advertising;
 - d) repair: shall mean, in the event of lack of compliance, bringing Consumer goods into compliance with the contract of sale.
3. The provisions of this chapter apply to the sale of used Consumer goods, taking into account the time of previous use, limited to defects not deriving from the normal use of the product.

ARTICLE 129

Contract compliance

1. The Seller is obliged to deliver goods that comply with the sales contract to the Consumer.
2. Consumer goods are presumed to be in compliance with the contract if, where appropriate, the following circumstances exist:
 - a) they are fit for the purposes for which goods of the same type are normally used;
 - b) they comply with the description given by the Seller and possess the qualities of goods which the Seller presented to the Consumer as a sample or model;
 - c) they show the quality and performance which are normal in goods of the same type, which Consumers can reasonably expect, given the nature of good and, where appropriate, public statements on the specific characteristics of the goods made in this regard by the Seller, Producer, or their agent or representative, particularly in advertising or labelling;
 - d) they are also suitable for the particular use wanted by the Consumer and that they were made known by the Seller when concluding the contract and that the Seller has accepted for conclusive facts.
3. There shall be deemed not to be a lack of compliance if, at the time the contract was concluded, the Consumer was aware, or could not reasonably be unaware of, the lack of compliance, or if the lack of compliance has its origin in materials or instructions supplied by the Consumer.
4. The Seller shall not be bound by the public declarations pursuant to paragraph 2, subparagraph c) when, alternatively, they can prove that:
 - a) they were not, and could not reasonably have been, aware of the declaration in question;
 - b) by the time of conclusion of the contract, the declaration had been suitably corrected in such a way that it could have been known to the Consumer;
 - c) the decision to buy the Consumer goods could not have been influenced by the declaration.
5. The lack of compliance resulting from the imperfect installation of the Consumer good is equated to the lack of compliance of the good when the installation is included in the sales contract and was carried out by the Seller or under their responsibility. This shall apply equally if the product, intended to be installed by the Consumer, is installed by the Consumer and the incorrect installation is due to a shortcoming in the installation instructions.

ARTICLE 130 (1)

Consumer rights

1. The Seller is liable to the Consumer for any lack of compliance existing at the time of delivery of the goods.
2. In the event of lack of compliance, the Consumer has the right to restore, without charge, the compliance of the goods by repair or replacement, in accordance with paragraphs 3, 4, 5, and 6, or to an adequate reduction in the price or termination of the contract, in accordance with paragraphs 7, 8, and 9.
3. The Consumer can choose to request the Seller repair or replace the goods, at no charge in both cases, unless the remedy requested is impossible or unduly burdensome to the other.
4. For the purposes referred to in paragraph 3, one of the two remedies must be considered disproportionate if it imposes undue burdens on the Seller compared to the other, taking into account:
 - a) the value that the asset would have if there was no lack of compliance;
 - b) the entity of the lack of compliance;
 - c) the possibility that the alternative remedy can be carried out without significant inconvenience to the Consumer.
5. Repairs or replacements must be carried out within a reasonable time from the request and must not cause significant inconvenience to the Consumer, taking into account the nature of the goods and the purpose for which the Consumer purchased the goods.
6. The expenses referred to in paragraphs 2 and 3 refer to the costs necessary to bring the goods into compliance, in particular with reference to the expenses incurred for shipping, labour, and materials.

7. The Consumer may choose to request an appropriate price reduction or the termination of the contract where one of the following situations occurs:
- a) repair and replacement are impossible or unduly burdensome;
 - b) the Seller has not repaired or replaced the goods within the appropriate period referred to in paragraph 5;
 - c) the replacement or repair previously carried out has already caused significant inconvenience to the Consumer.
8. The use of the goods is considered when determining the reduction amount or the return amount.
9. After reporting the lack of compliance, the Seller can offer the Consumer any other remedy available, with the following effects:
- a) if the Consumer has already requested a specific remedy, the Seller remains obliged to implement it, with the necessary consequences regarding the expiry of the appropriate term referred to in paragraph 5, unless the Consumer accepts the alternative remedy proposed;
 - b) if the Consumer has not already requested a specific remedy, the Consumer must accept the proposal or reject it by choosing another remedy pursuant to this article.
10. A slight lack of compliance for which it has not been possible or is unduly burdensome to carry out the remedies for repair or replacement, does not give the right to terminate the contract.

(1) Article amended by Legislative Decree 23 October 2007, no. 221.

ARTICLE 131 **Right of redress**

1. The final Seller, when they are liable towards the Consumer due to a lack of compliance attributable to an action or omission of the producer, of a previous Seller of the same distribution contractual chain or of any other intermediary, has the right of recourse, unless otherwise agreed or waived, against the responsible subject or subjects belonging to the aforementioned distribution chain.
2. The final Seller who has complied with the remedies made by the Consumer, can act in recourse against the subject or subjects responsible within one year from the performance of the service to obtain the reinstatement of the loan.

ARTICLE 132 **Terms**

1. The Seller is liable, in accordance with article 130, when the lack of compliance occurs within two years from the delivery of the goods.
2. The Consumer loses the rights provided for in Article 130, paragraph 2, if they do not report the lack of compliance to the Seller within two months from the date when they discovered the defect. The complaint is not required if the Seller has acknowledged the existence of a defect or has concealed it.
3. Unless proven otherwise, it is assumed that the lack of compliance which occurs within six months of delivery of the goods already existed on that date, unless this idea is incompatible with the nature of the goods or with the nature of the lack of compliance.
4. The direct action to assert the defects that are not intentionally concealed by the Seller is prescribed, in any case, within twenty-six months from the delivery of the goods; however, the Consumer, who is agreed for the execution of the contract, can always assert the rights referred to in Article 130, paragraph 2, provided that the lack of compliance has been reported within two months of discovery and before the expiry of the term referred to in the previous period.

ARTICLE 133 **Conventional warranty**

1. The conventional guarantee binds whoever offers it according to the methods indicated in the guarantee declaration itself or in the relative advertising.
2. The guarantee must, by the person offering it, at least indicate:
 - a) the specification that the Consumer is the owner of the rights provided for in this paragraph and that the guarantee does not affect these rights;
 - b) in a clear and understandable way the subject of the guarantee and the essential elements necessary to enforce it, including the duration and territorial extension of the guarantee, as well as the name or company and the domicile or headquarters of the person offering it.
3. On request by the Consumer, the guarantee shall be made available in writing or feature in another durable medium available and accessible to them.
4. The guarantee must be written in Italian with characters no less clear than those of any other languages.
5. A guarantee that does not meet the requirements set out in paragraphs 2, 3, and 4 remains valid in any case and the Consumer can continue to use it and demand its application.

ARTICLE 134 **Binding nature of the provisions**

1. Any agreement prior to the communication to the Seller of the lack of compliance, aimed at excluding or limiting, even indirectly, the rights recognised by this paragraph is void. The nullity can be asserted only by the Consumer and can be detected ex officio by the judge.
2. In the case of used goods, the parties may limit the duration of the liability referred to in Article 1519-sexies, first paragraph, of the Civil Code to a period of time in any case not less than one year.
3. Any contractual clause which, providing for the applicability of the legislation of a non-EU country to the contract, has the effect of depriving the Consumer of the protection ensured by this paragraph, where the contract has a close connection with the territory of a Member State of the European Union, is void.

ARTICLE 135 **Protection under other provisions**

1. The provisions of this chapter do not exclude or limit the rights attributed to the Consumer by other provisions of the legal system.
2. For matters not covered by this title, the provisions of the Civil Code on the subject of the sales contract are applied.