

Inaccurate advertisement can result in a financial claim!

When it comes to sales contracts, it's quite common to have disputes start after the buyer discovers that the purchased product is in some way defective. For example, when they purchase a house or a vehicle, but after signing the contract, discover that said house or vehicle has fundamental defects, that prevent the normal use of the item. In those cases, the buyer and seller might enter into a dispute about whether the item met the terms of the contract or not.

If the buyer can prove that the sold item indeed, does not meet the terms and that the seller is liable for a breach of contract, then the buyer can file a claim against the seller. In our case, the buyer could ask for the seller to eliminate the defects or claim damages.

To know whether the sold item meets the terms set in the contract, we would first have to see what kind of agreements were made about the sold item. Since agreements like that are usually stated in the sales contract, it has to be assessed whether the product met the set terms based on said contract. Often, neither the buyer nor seller are aware that in addition to the agreements set in the sales contract, agreements about the required properties of the item can also be deduced from the information the seller has released about the item prior to signing the contract, as emphasised by the case law. This means, that unless the seller clearly invalidates the information published in the advertisement by the time they sign the sale contract, the item must also meet the description given in the ad. Otherwise it is classified as a breach of contract, which gives the buyer the option of filing a claim against the seller later.

To lower the risk of disputes, the seller should always point out all defects known to them before signing the sales contract; when it comes to used items, the list should include defects that are not part of the usual wear. If the item is falsely advertised, then it should state so in the contract or at least be announced to the client beforehand.



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