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## Consumer Protection — Right of Withdrawal, Warranty and Your Rights

14-day right of withdrawal for online purchases, 2-year warranty, consumer centers and mediation services.

**Deutsche Begriffe:** Widerrufsrecht | Gewährleistung | Verbraucherzentrale | Schlichtungsstelle | AGB | Umtausch | Reklamation

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### Widerrufsrecht — 14 Days for Online Purchases

If you buy **online, by phone, or at the door**, you have a legal right of withdrawal:

#### Key Rules

- **14 days** from receipt of goods — without stating reasons
- Applies to **online shops, telephone sales, door-to-door sales**
- **Not in physical stores** — in-store shopping has no statutory right of withdrawal (exchanges are at the seller's discretion)
- Withdrawal must be **in writing** (email, letter, withdrawal form)
- Return within **14 days** after withdrawal notice
- **Return costs:** Usually paid by the buyer (if stated in the contract)
- **Refund:** Within **14 days** of receiving the returned item

#### Exceptions to the Right of Withdrawal

No right of withdrawal for:

- **Perishable goods** (food, flowers)
- **Sealed hygiene products** (cosmetics, underwear) — if opened
- **Individually made products** (custom suit, engraved jewelry)

- **Newspapers/magazines** (individual issues)
- **Digital content** — if download started immediately and you consented
- **Travel and events** with fixed dates

## Gewährleistung — 2 Years by Law

**Gewährleistung** (warranty for defects) is your legal right for faulty goods:

### Basic Rules

- **2 years** from purchase date — for new goods
- **1 year** — for used goods (if contractually agreed)
- **Burden of proof:** In the **first 12 months**, the seller must prove the defect did not exist (burden reversal)
- From month 13 onwards: You must prove the defect existed from the start

### Your Rights for Defects (in this order)

- 1. Repair or replacement** — repair or substitute goods (your choice!)
- 2. Price reduction** — discount if repair fails
- 3. Cancellation** — money back if 2 repair attempts fail
- 4. Damages** — if the seller is at fault

**Important:** The **seller** is your contact — not the manufacturer. Always contact the retailer you bought from.

### Gewährleistung vs. Warranty

	Gewährleistung	Warranty
<b>Basis</b>	Law (BGB)	Voluntary (manufacturer)
<b>Duration</b>	2 years	Variable (1-5 years)
<b>Contact</b>	Seller	Manufacturer
<b>Scope</b>	Defects at purchase	Per warranty conditions

## Verbraucherzentrale — Your Consumer Center

The **Verbraucherzentrale** is an independent consumer advice center. Each federal state has its own Verbraucherzentrale.

### Services

- **Advice** on contracts, complaints, fraud
- **Legal consultation** (from approx. €30 for phone advice)
- **Sample letters** — free on the website
- **Warnings** against dishonest companies
- **Energy advice**, financial advice, nutrition advice

### Contact

- **Website:** verbraucherzentrale.de
- **Phone advice:** Varies by state, from approx. €1.50/min or flat rate
- **In-person advice:** In many cities, book appointment online

## Schlichtungsstelle — Out-of-Court Resolution

Before going to court, you can use a **Schlichtungsstelle**:

- **General Consumer Ombudsman** (vsbinfo.de)
- **Energy Ombudsman** — for disputes with power/gas suppliers
- **Banking Ombudsman** — for bank problems
- **Telecommunications Ombudsman** (Bundesnetzagentur) — for mobile/internet issues
- **söp (Public Transport Ombudsman)** — rail and flight compensation

### Advantages of Mediation

- **Free** for consumers (in most cases)
- **Faster** than court proceedings (approx. 90 days)
- **Non-binding** — you can reject the result and still sue

### AGB — Read the Fine Print

**General Terms and Conditions** (AGB) must **not unfairly disadvantage you**. Invalid are, for example:

- Exclusion of warranty for new goods

- Unreasonably short complaint periods
- Hidden cost traps

**In doubt:** Invalid clauses can be ignored — the law applies.

--- As of: March 2026. All information without guarantee.