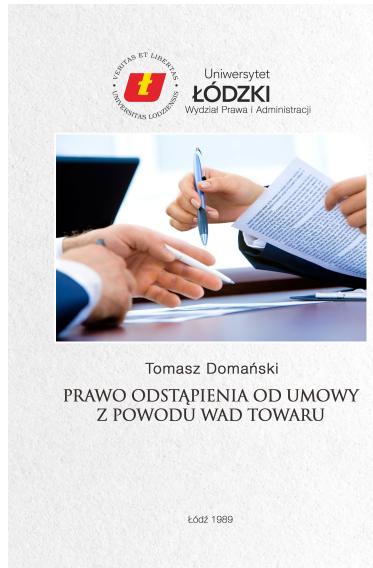


Tomasz Domański

## RIGHT OF WITHDRAWAL FROM THE CONTRACT DUE TO COMODITY DEFECTS

### INTRODUCTION



The production and marketing of defective goods raises two types of problems. On the one hand, these are issues related to the rights of the buyer of defective goods against the seller, on the other hand, it is the issue of claims in the event of property damage or personal injury caused by the defective product. The buyer's rights against the seller who sold him defective goods are regulated by the warranty provisions, while the seller's (manufacturer's) liability for the resulting damage is usually based on the general principles of liability for damages.

The main subject of interest of this work is the buyer's right to withdraw from the sales contract, which arises on his side in the event of the mere disclosure of a defect in the purchased goods, regardless of any damage or fault of the seller. This is one of the rights of a protective nature, which occurs alongside other warranty rights and serves the buyer, who in trade relations is usually the weaker party and requires special legal protection. Such protection is needed by the buyer, especially from the moment the seller

fulfills the obligation, i.e. from the moment the item is handed over, when the general provisions on the performance of obligations can no longer adequately protect the buyer's interest. Legal regulations are to fulfill this function about the warranty for defects in the sold item.

The idea of protectionist functions that the law should fulfill began to make its way already in the 19th century, while certain legal institutions of a protective nature appeared in earlier legal systems. The warranty for physical defects of the goods is probably the oldest (taken from Roman law) form of liability for poor quality of the service and its non-compliance with the contract. The protection of the buyer's interests exercised by the warranty is of great social and economic importance. On the one hand, it protects the consumer in the broad sense of the word, i.e. a natural person who satisfies his personal consumption needs, as well as buyers who purchase goods for resale or further production - both in general consumer trade and in relations between business entities.

The purpose of this work is to present the right to withdraw from the contract, which appears among the warranty rights as a result of improper performance of the obligation by the seller. The first chapter covers the general characteristics of the warranty institution and the legal concept of a physical defect, with which the warranty is objectively closely related. The second chapter is devoted to the discussion of the general legal structure of withdrawal from the contract and the presentation of issues related to withdrawal from the reciprocal contract, which are directly related to the exercise of the right of withdrawal under the warranty provisions. The third and fourth chapters discuss related issues with the emergence and exercise of the right of withdrawal due to defects in the goods and the legal consequences it causes.

The full text of the thesis in Polish you may find under this [LINK](#).