

# B2 LEGAL GUARANTEE

Since 1 January 2005, consumers have benefited from a one-year guarantee on a lack of conformity for second-hand vehicles purchased from professional sellers.

## When does this legal guarantee apply?

This guarantee applies for all second-hand vehicles sold by a professional:

- to a **consumer** acting for private purposes
- **regardless of the type of vehicle** that is sold (motorcycle, car, dual-purpose vehicle, minibus, van, lorry, ...).

Professional seller: every natural person who or legal entity that sells an item in the course of a commercial or professional activity.

Consumer: every natural person making a purchase that does not fit in the scope of a commercial or professional activity.

**!** An independent professional, practitioner of a free profession or a legal entity (nv, bvba, vzw, ...) that will use the vehicle as part of their professional activity will therefore not be able to rely on the guarantee.

## What is the guarantee period?

### The guarantee is valid for 1 year:

According to the law, a lack of conformity discovered during this period is regarded as existing at the time of delivery. Except for proof to the contrary, Beerens will have to ensure that the vehicle conforms.

This is taken to mean that there is a reasonable balance between the solution and the characteristics of the vehicle (age, odometer reading, ...). Making the vehicle 'conform' is not the same as renewing it.

## What is covered by the legal guarantee?

Beerens warrants that the vehicle is delivered **in accordance** with the order placed by the purchaser and that the vehicle is in working condition.

### The purchaser therefore expects a second-hand vehicle:

1. With the **characteristics** described by Beerens in the contract, in the advertisement or on the internet.
2. With the **qualities** and the **performance level** that is normal for a vehicle of that age, odometer reading and price.
3. In accordance with the **specific use** for which the purchaser buys the vehicle.
4. Suitable for everything for which vehicles **of the same type** are usually used.

The purchaser will not be able to rely on the guarantee if the defect can be attributed to an abnormal use of the vehicle, to negligence or poor maintenance.

A second-hand vehicle does not have the same characteristics as a new vehicle. At the time of the sale, more or less striking traces of wear and tear of the parts and components will therefore be visible, depending on the use by one or multiple owners.

**!** The legal guarantee is not to be regarded as a 'comprehensive insurance'.  
The guarantee does not cover normal wear and tear on the vehicles, nor the parts and components that reasonably should be replaced in the year of purchase, for example based on the information provided by Beerens.

**“The legal guarantee is not to be regarded as a ‘comprehensive insurance’”**

If you have a defect or a question,  
Do not hesitate to contact us at number:

- 03/544.00.00 (Antwerp)
- 03/825.44.44 (Aartselaar)



## How is the guarantee applied?

- As soon as the purchaser identifies a defect, he will have to inform Beerens as soon as possible. If this happens more than six months after delivery, the purchaser will have to prove that the defect existed at the time of delivery.
- If there is non-conformity, Beerens will have to restore the vehicle to the state in which it had to be or should have been delivered. The consumer therefore has the right to claim repair of the defect.
- Compensation (or even replacement of the vehicle) is possible if repair of the vehicle is technically impossible or if the costs are not proportionate to the value of the vehicle or the defect in question.
- The repair may be carried out using new or second-hand parts. A contribution by the purchaser towards the repair costs may be considered if new parts are used.
- Repairs covered by the guarantee must be carried out in the workshop of Beerens or in one of its acknowledged workshops. With prior permission from Beerens, the purchaser may have the repairs carried out in a different workshop.

## And what if you really do not agree?

In cooperation with Touring and VAB, FEDERAUTO has established a Conciliation Committee for Second-Hand Vehicles. This committee is not a court, but a joint body for reaching an amicable settlement between seller and purchaser, in a faster and cheaper manner than with legal proceedings. The Conciliation Committee is only authorised for sales concluded under a FEDERAUTO contract (provided by the seller to the purchaser).

**The text of the request for an amicable settlement or more information about the conduct of proceedings can be obtained from the secretariat of the Conciliation Committee (02/778.62.00 or [procedure@federauto.be](mailto:procedure@federauto.be)).**

Your B2 vehicle will be thoroughly checked by us. Despite careful maintenance, a defect cannot always be avoided. In the case of unexpected repair costs, you do not want

to be left out in the cold. The first year, you will benefit from a legal guarantee.

At B2cars, you can extend this protection to 5 years.

**>> Ask for our Extended Guarantee <<**

**B2cars.be**

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