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►B DIRECTIVE (EU) 2019/771 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL

of 20 May 2019

on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC

(Text with EEA relevance)

(OJ L 136, 22.5.2019, p. 28)

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DIRECTIVE (EU) 2019/771 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL

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(Text with EEA relevance)

Article 1

Subject matter and purpose

The purpose of this Directive is to contribute to the proper functioning of the internal market while providing for a high level of consumer protection, by laying down common rules on certain requirements concerning sales contracts concluded between sellers and consumers, in particular rules on the conformity of goods with the contract, remedies in the event of a lack of such conformity, the modalities for the exercise of those remedies, and on commercial guarantees.

Article 2

Definitions

For the purposes of this Directive, the following definitions apply:

(1) ‘sales contract’ means any contract under which the seller transfers or undertakes to transfer ownership of goods to a consumer, and the consumer pays or undertakes to pay the price thereof;

(2) ‘consumer’ means any natural person who, in relation to contracts covered by this Directive, is acting for purposes which are outside that person's trade, business, craft or profession;

(3) ‘seller’ means any natural person or any legal person, irrespective of whether privately or publicly owned, that is acting, including through any other person acting in that natural or legal person's name or on that person's behalf, for purposes relating to that person's trade, business, craft or profession, in relation to contracts covered by this Directive;

(4) ‘producer’ means a manufacturer of goods, an importer of goods into the Union or any person purporting to be a producer by placing its name, trade mark or other distinctive sign on the goods;

(5) ‘goods’ means:

(a) any tangible movable items; water, gas and electricity are to be considered as goods within the meaning of this Directive where they are put up for sale in a limited volume or a set quantity;

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(b) any tangible movable items that incorporate or are inter-connected with digital content or a digital service in such a way that the absence of that digital content or digital service would prevent the goods from performing their functions (‘goods with digital elements’);

(6) ‘digital content’ means data which are produced and supplied in digital form;

(7) ‘digital service’ means:

(a) a service that allows the consumer to create, process, store or access data in digital form; or

(b) a service that allows the sharing of or any other interaction with data in digital form uploaded or created by the consumer or other users of that service;

(8) ‘compatibility’ means the ability of the goods to function with hardware or software with which goods of the same type are normally used, without the need to convert the goods, hardware or software;

(9) ‘functionality’ means the ability of the goods to perform their functions having regard to their purpose;

(10) ‘interoperability’ means the ability of the goods to function with hardware or software different from those with which goods of the same type are normally used;

(11) ‘durable medium’ means any instrument which enables the consumer or the seller to store information addressed personally to that person in a way that is accessible for future reference, for a period of time adequate for the purposes of the information, and which allows the unchanged reproduction of the information stored;

(12) ‘commercial guarantee’ means any undertaking by the seller or a producer (the guarantor) to the consumer, in addition to the seller's legal obligation relating to the guarantee of conformity, to reimburse the price paid or to replace, repair or service goods in any way if they do not meet the specifications or any other requirements not related to conformity set out in the guarantee statement or in the relevant advertising available at the time of, or before the conclusion of the contract;

(13) ‘durability’ means the ability of the goods to maintain their required functions and performance through normal use;

(14) ‘free of charge’ means free of the necessary costs incurred in order to bring the goods into conformity, particularly the cost of postage, carriage, labour or materials;

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(15) ‘public auction’ means a method of sale where goods or services are offered by the seller to consumers, who attend or are given the possibility to attend the auction in person, through a transparent, competitive bidding procedure run by an auctioneer and where the successful bidder is bound to purchase the goods or services.

Article 3

Scope

1. This Directive shall apply to sales contracts between a consumer and a seller.

2. Contracts between a consumer and a seller for the supply of goods to be manufactured or produced shall also be deemed sales contracts for the purpose of this Directive.

3. This Directive shall not apply to contracts for the supply of digital content or digital services. It shall, however, apply to digital content or digital services which are incorporated in or inter-connected with goods in the meaning of point (5)(b) of Article 2, and are provided with the goods under the sales contract, irrespective of whether such digital content or digital service is supplied by the seller or by a third party. In the event of doubt as to whether the supply of incorporated or inter-connected digital content or an incorporated or inter-connected digital service forms part of the sales contract, the digital content or digital service shall be presumed to be covered by the sales contract.

4. This Directive shall not apply to:

(a) any tangible medium which serves exclusively as a carrier for digital content; or

(b) any goods sold by way of execution or otherwise by authority of law.

5. Member States may exclude from the scope of this Directive contracts for the sale of:

(a) second-hand goods sold at public auction; and

(b) living animals.

In the case referred to in point (a), clear and comprehensive information that the rights deriving from this Directive do not apply shall be made easily available to consumers.

6. This Directive shall not affect the freedom of Member States to regulate aspects of general contract law, such as rules on the formation, validity, nullity or effects of contracts, including the consequences of the termination of a contract, in so far as they are not regulated in this Directive, or the right to damages.

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7. This Directive shall not affect the freedom of Member States to allow consumers to choose a specific remedy, if the lack of conformity of the goods becomes apparent within a period after delivery, not exceeding 30 days. In addition, this Directive shall not affect national rules not specific to consumer contracts providing for specific remedies for certain types of defects that were not apparent at the time of conclusion of the sales contract.

Article 4

Level of harmonisation

Member States shall not maintain or introduce, in their national law, provisions diverging from those laid down in this Directive, including more, or less, stringent provisions to ensure a different level of consumer protection, unless otherwise provided for in this Directive.

Article 5

Conformity of goods

The seller shall deliver goods to the consumer that meet the requirements set out in Articles 6, 7 and 8, where applicable, without prejudice to Article 9.

Article 6

Subjective requirements for conformity

In order to conform with the sales contract, the goods shall, in particular, where applicable:

(a) be of the description, type, quantity and quality, and possess the functionality, compatibility, interoperability and other features, as required by the sales contract;

(b) be fit for any particular purpose for which the consumer requires them and which the consumer made known to the seller at the latest at the time of the conclusion of the sales contract, and in respect of which the seller has given acceptance;

(c) be delivered with all accessories and instructions, including on installation, as stipulated by the sales contract; and

(d) be supplied with updates as stipulated by the sales contract.

Article 7

Objective requirements for conformity

1. In addition to complying with any subjective requirement for conformity, the goods shall:

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(a) be fit for the purposes for which goods of the same type would normally be used, taking into account, where applicable, any existing Union and national law, technical standards or, in the absence of such technical standards, applicable sector-specific industry codes of conduct;

(b) where applicable, be of the quality and correspond to the description of a sample or model that the seller made available to the consumer before the conclusion of the contract;

(c) where applicable, be delivered along with such accessories, including packaging, installation instructions or other instructions, as the consumer may reasonably expect to receive; and

▼M1

(d) be of the quantity and possess the qualities and other features, including in relation to durability, repairability, functionality, compatibility and security normal for goods of the same type and which the consumer may reasonably expect given the nature of the goods and taking into account any public statement made by or on behalf of the seller, or other persons in previous links of the chain of transactions, including the producer, particularly in advertising or on labelling.

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2. The seller shall not be bound by public statements, as referred to in point (d) of paragraph 1 if the seller shows that:

(a) the seller was not, and could not reasonably have been, aware of the public statement in question;

(b) by the time of conclusion of the contract, the public statement had been corrected in the same way as, or in a way comparable to how, it had been made; or

(c) the decision to buy the goods could not have been influenced by the public statement.

3. In the case of goods with digital elements, the seller shall ensure that the consumer is informed of and supplied with updates, including security updates, that are necessary to keep those goods in conformity, for the period of time:

(a) that the consumer may reasonably expect given the type and purpose of the goods and the digital elements, and taking into account the circumstances and nature of the contract, where the sales contract provides for a single act of supply of the digital content or digital service; or

(b) indicated in Article 10(2) or (5), as applicable, where the sales contract provides for a continuous supply of the digital content or digital service over a period of time.

4. Where the consumer fails to install within a reasonable time updates supplied in accordance with paragraph 3, the seller shall not be liable for any lack of conformity resulting solely from the lack of the relevant update, provided that:

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(a) the seller informed the consumer about the availability of the update and the consequences of the failure of the consumer to install it; and

(b) the failure of the consumer to install or the incorrect installation by the consumer of the update was not due to shortcomings in the installation instructions provided to the consumer.

5. There shall be no lack of conformity within the meaning of paragraph 1 or 3 if, at the time of the conclusion of the sales contract, the consumer was specifically informed that a particular characteristic of the goods was deviating from the objective requirements for conformity laid down in paragraph 1 or 3 and the consumer expressly and separately accepted that deviation when concluding the sales contract.

Article 8

Incorrect installation of the goods

Any lack of conformity resulting from the incorrect installation of the goods shall be regarded as lack of conformity of the goods, if:

(a) the installation forms part of the sales contract and was carried out by the seller or under the seller's responsibility; or

(b) the installation, intended to be carried out by the consumer, was done by the consumer and the incorrect installation was due to shortcomings in the installation instructions provided by the seller or, in the case of goods with digital elements, provided by the seller or by the supplier of the digital content or digital service.

Article 9

Third-party rights

Where a restriction resulting from a violation of any right of a third party, in particular intellectual property rights, prevents or limits the use of the goods in accordance with Articles 6 and 7, Member States shall ensure that the consumer is entitled to the remedies for lack of conformity provided for in Article 13, unless national law provides for the nullity or rescission of the sales contract in such cases.

Article 10

Liability of the seller

1. The seller shall be liable to the consumer for any lack of conformity which exists at the time when the goods were delivered and which becomes apparent within two years of that time. Without prejudice to Article 7(3), this paragraph shall also apply to goods with digital elements.

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2. In the case of goods with digital elements, where the sales contract provides for a continuous supply of the digital content or digital service over a period of time, the seller shall also be liable for any lack of conformity of the digital content or digital service that occurs or becomes apparent within two years of the time when the goods with digital elements were delivered. Where the contract provides for a continuous supply for more than two years, the seller shall be liable for any lack of conformity of the digital content or digital service that occurs or becomes apparent within the period of time during which the digital content or digital service is to be supplied under the sales contract.

▼M1

2a. Where, in accordance with Article 13(2), repair takes place as the remedy to bring the goods into conformity, the liability period shall be extended once by 12 months.

3. Member States may maintain or introduce longer time limits than those referred to in paragraphs 1, 2 and 2a.

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4. If, under national law, the remedies provided for in Article 13 are also subject to a limitation period, Member States shall ensure that such limitation period allows the consumer to exercise the remedies laid down in Article 13 for any lack of conformity for which the seller is liable pursuant to paragraphs 1 and 2 of this Article, and which becomes apparent within the period of time referred to in those paragraphs.

5. Notwithstanding paragraphs 1 and 2 of this Article, Member States may maintain or introduce only a limitation period for the remedies provided for in Article 13. Member States shall ensure that such limitation period allows the consumer to exercise the remedies laid down in Article 13 for any lack of conformity for which the seller is liable pursuant to paragraphs 1 and 2 of this Article, and which becomes apparent during the period of time referred to in those paragraphs.

▼M1

5a. Member States which, in accordance with paragraph 3 or paragraph 5, do not provide for fixed time limits for the liability of the seller or only provide a limitation period for the remedies, may derogate from paragraph 2a provided that they ensure that the liability of the seller or the limitation period for remedies in the event of repair is at least equivalent to three years.

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6. Member States may provide that, in the case of second-hand goods, the seller and the consumer can agree to contractual terms or agreements with a shorter liability or limitation period than those referred to in paragraphs 1, 2 and 5, provided that such shorter periods shall not be less than one year.

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Article 11

Burden of proof

1. Any lack of conformity which becomes apparent within one year of the time when the goods were delivered shall be presumed to have existed at the time when the goods were delivered, unless proved otherwise or unless this presumption is incompatible with the nature of the goods or with the nature of the lack of conformity. This paragraph shall also apply to goods with digital elements.

2. Instead of the one-year period laid down in paragraph 1, Member States may maintain or introduce a period of two years from the time when the goods were delivered.

3. In the case of goods with digital elements where the sales contract provides for the continuous supply of the digital content or digital service over a period of time, the burden of proof with regard to whether the digital content or digital service was in conformity within the period of time referred to in Article 10(2) shall be on the seller for a lack of conformity which becomes apparent within the period of time referred to in that Article.

Article 12

Obligation to notify

Member States may maintain or introduce provisions stipulating that, in order to benefit from the consumer's rights, the consumer has to inform the seller of a lack of conformity within a period of at least 2 months of the date on which the consumer detected such lack of conformity.

Article 13

Remedies for lack of conformity

1. In the event of a lack of conformity, the consumer shall be entitled to have the goods brought into conformity or to receive a proportionate reduction in the price, or to terminate the contract, under the conditions set out in this Article.

2. In order to have the goods brought into conformity, the consumer may choose between repair and replacement, unless the remedy chosen would be impossible or, compared to the other remedy, would impose costs on the seller that would be disproportionate, taking into account all circumstances, including:

(a) the value the goods would have if there were no lack of conformity;

(b) the significance of the lack of conformity; and

(c) whether the alternative remedy could be provided without significant inconvenience to the consumer.

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2a. Before the seller provides the remedy to bring the goods into conformity, the seller shall inform the consumer about the consumer’s right to choose between repair and replacement, as well as about the possible extension of the liability period, provided for in Article 10(2a).

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3. The seller may refuse to bring the goods into conformity if repair and replacement are impossible or would impose costs on the seller that would be disproportionate, taking into account all circumstances including those mentioned in points (a) and (b) of paragraph 2.

4. The consumer shall be entitled to either a proportionate reduction of the price in accordance with Article 15 or the termination of the sales contract in accordance with Article 16 in any of the following cases:

(a) the seller has not completed repair or replacement or, where applicable, has not completed repair or replacement in accordance with Article 14(2) and (3), or the seller has refused to bring the goods into conformity in accordance with paragraph 3 of this Article;

(b) a lack of conformity appears despite the seller having attempted to bring the goods into conformity;

(c) the lack of conformity is of such a serious nature as to justify an immediate price reduction or termination of the sales contract; or

(d) the seller has declared, or it is clear from the circumstances, that the seller will not bring the goods into conformity within a reasonable time, or without significant inconvenience for the consumer.

5. The consumer shall not be entitled to terminate the contract if the lack of conformity is only minor. The burden of proof with regard to whether the lack of conformity is minor shall be on the seller.

6. The consumer shall have the right to withhold payment of any outstanding part of the price or a part thereof until the seller has fulfilled the seller's obligations under this Directive. Member States may determine the conditions and modalities for the consumer to exercise the right to withhold the payment.

7. Member States may regulate whether and to what extent a contribution of the consumer to the lack of conformity affects the consumer's right to remedies.

Article 14

Repair or replacement of the goods

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1. Repairs or replacements shall be carried out:

(a) free of charge;

(b) within a reasonable period of time from the moment the seller has been informed by the consumer about the lack of conformity;

(c) without any significant inconvenience to the consumer, taking into account the nature of the goods and the purpose for which the consumer required the goods.

During repair, depending on the specificities of the relevant category of goods, in particular of the need of the consumer to have such goods permanently available, the seller may provide the consumer free of charge with a replacement good, including a refurbished good, on loan.

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The seller may provide, at the explicit request of the consumer, a refurbished good to fulfil his obligation to replace the good.

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2. Where the lack of conformity is to be remedied by repair or replacement of the goods, the consumer shall make the goods available to the seller. The seller shall take back the replaced goods at the seller's expense.

3. Where a repair requires the removal of goods that had been installed in a manner consistent with their nature and purpose before the lack of conformity became apparent, or where such goods are to be replaced, the obligation to repair or replace the goods shall include the removal of the non-conforming goods, and the installation of replacement goods or repaired goods, or bearing the costs of that removal and installation.

4. The consumer shall not be liable to pay for normal use made of the replaced goods during the period prior to their replacement.

Article 15

Price reduction

The reduction of price shall be proportionate to the decrease in the value of the goods which were received by the consumer compared to the value the goods would have if they were in conformity.

Article 16

Termination of the sales contract

1. The consumer shall exercise the right to terminate the sales contract by means of a statement to the seller expressing the decision to terminate the sales contract.

2. Where the lack of conformity relates to only some of the goods delivered under the sales contract and there is a ground for termination of the sales contract pursuant to Article 13, the consumer may terminate the sales contract only in relation to those goods, and in relation to any other goods which the consumer acquired together with the non-conforming goods if the consumer cannot reasonably be expected to accept to keep only the conforming goods.

3. Where the consumer terminates a sales contract as a whole or, in accordance with paragraph 2, in relation to some of the goods delivered under the sales contract:

(a) the consumer shall return to the seller, at the seller's expense, the goods; and

(b) the seller shall reimburse to the consumer the price paid for the goods upon receipt of the goods or of evidence provided by the consumer of having sent back the goods.

For the purposes of this paragraph, Member States may determine the modalities for return and reimbursement.

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Article 17

Commercial guarantees

1. Any commercial guarantee shall be binding on the guarantor under the conditions laid down in the commercial guarantee statement and associated advertising available at the time, or before the conclusion, of the contract. Under the conditions laid down in this Article and without prejudice to any other applicable provisions of Union or national law, where a producer offers to the consumer a commercial guarantee of durability for certain goods for a certain period of time, the producer shall be liable directly to the consumer, during the entire period of the commercial guarantee of durability for repair or replacement of the goods in accordance with Article 14. The producer may offer to the consumer more favourable conditions in the commercial guarantee of durability statement.

If the conditions laid out in the commercial guarantee statement are less advantageous to the consumer than those laid down in the associated advertising, the commercial guarantee shall be binding under the conditions laid down in the advertising relating to the commercial guarantee, unless, before the conclusion of the contract, the associated advertising was corrected in the same way or in a comparable way to that in which it was made.

2. The commercial guarantee statement shall be provided to the consumer on a durable medium at the latest at the time of the delivery of the goods. The commercial guarantee statement shall be expressed in plain, intelligible language. It shall include the following:

(a) a clear statement that the consumer is entitled by law to remedies from the seller free of charge in the event of a lack of conformity of the goods and that those remedies are not affected by the commercial guarantee;

(b) the name and address of the guarantor;

(c) the procedure to be followed by the consumer to obtain the implementation of the commercial guarantee;

(d) the designation of the goods to which the commercial guarantee applies; and

(e) the terms of the commercial guarantee.

3. Non-compliance with paragraph 2 shall not affect the binding nature of the commercial guarantee for the guarantor.

4. Member States may lay down rules on other aspects concerning commercial guarantees which are not regulated in this Article, including rules on the language or languages in which the commercial guarantee statement is to be made available to the consumer.

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Article 18

Right of redress

Where the seller is liable to the consumer because of a lack of conformity resulting from an act or omission, including omitting to provide updates to goods with digital elements in accordance with Article 7(3), by a person in previous links of the chain of transactions, the seller shall be entitled to pursue remedies against the person or persons liable in the chain of transactions. The person against whom the seller may pursue remedies and the relevant actions and conditions of exercise, shall be determined by national law.

Article 19

Enforcement

1. Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.

2. The means referred to in paragraph 1 shall include provisions whereby one or more of the following bodies, as determined by national law, may take action under national law before the courts or before the competent administrative bodies to ensure that the national provisions transposing this Directive are applied:

(a) public bodies or their representatives;

(b) consumer organisations having a legitimate interest in protecting consumers;

(c) professional organisations having a legitimate interest in acting.

Article 20

Consumer information

Member States shall take appropriate measures to ensure that information on the rights of consumers under this Directive, and on the means to enforce those rights, are available to consumers.

Article 21

Mandatory nature

1. Unless otherwise provided for in this Directive, any contractual agreement which, to the detriment of the consumer, excludes the application of national measures transposing this Directive, derogates from them, or varies their effect, before the lack of conformity of the goods is brought to the seller's attention by the consumer, shall not be binding on the consumer.

2. This Directive shall not prevent the seller from offering to the consumer contractual arrangements that go beyond the protection provided for in this Directive.

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Article 22

Amendments to Regulation (EU) 2017/2394 and Directive 2009/22/EC

1. In the Annex to Regulation (EU) 2017/2394, point 3 is replaced by the following:

‘3. Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).’;

2. In Annex I to Directive 2009/22/EC, point 7 is replaced by the following:

‘7. Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).’.

Article 23

Repeal of Directive 1999/44/EC

Directive 1999/44/EC is repealed with effect from 1 January 2022.

References to the repealed Directive shall be construed as references to this Directive and shall be read in accordance with the correlation table set out in Annex.

Article 24

Transposition

1. By 1 July 2021 Member States shall adopt and publish the measures necessary to comply with this Directive. They shall immediately inform the Commission thereof.

They shall apply those measures from 1 January 2022.

When Member States adopt those measures, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. The methods of making such reference shall be laid down by Member States.

Member States shall communicate to the Commission the text of the measures of national law which they adopt in the field covered by this Directive.

2. The provisions of this Directive shall not apply to contracts concluded before 1 January 2022.

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Article 25

Review

The Commission shall, not later than 12 June 2024, review the application of this Directive, including its provisions on remedies and burden of proof — also with respect to second-hand goods as well as goods sold at public auctions — and the producer's commercial guarantee of durability, and submit a report to the European Parliament, to the Council and to the European Economic and Social Committee. The report shall assess in particular whether the application of this Directive and Directive (EU) 2019/770 ensures a consistent and coherent framework for the proper functioning of the internal market with regard to the supply of digital content, digital services and goods with digital elements in line with principles governing Union policies. The report shall be accompanied, where appropriate, by legislative proposals.

Article 26

Entry into force

This Directive shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union*.

However, Article 22 shall apply from 1 January 2022.

Article 27

Addressees

This Directive is addressed to the Member States.

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ANNEX

CORRELATION TABLE

Directive 1999/44/EC	This Directive
Article 1(1)	Article 1
Article 1(2)(a)	Article 2, point (2)
Article 1(2)(b), first indent	Article 3(4)(b)
Article 1(2)(b), second and third indents	Article 2, point (5)(a)
Article 1(2)(c)	Article 2, point (3)
Article 1(2)(d)	Article 2, point (4)
Article 1(2)(e)	Article 2, point (12)
Article 1(3)	Article 2, point (15) and Article 3(5)(a)
Article 1(4)	Article 3(2)
Article 2(1)	Article 5
Article 2(2)(a)	Article 6, point (a) and Article 7(1)(b)
Article 2(2)(b)	Article 6, point (b)
Article 2(2)(c)	Article 7(1)(a)
Article 2(2)(d)	Article 7(1)(d)
Article 2(3)	Article 7(5)
Article 2(4)	Article 7(2)
Article 2(5)	Article 8
Article 3(1)	Article 10(1)
Article 3(2)	Article 13(1)
Article 3(3), first subparagraph	Article 13(2) and Article 14(1)(a)
Article 3(3), second subparagraph	Article 13(2)
Article 3(3), third subparagraph	Article 14(1)(b) and (c)
Article 3(4)	Article 2, point (14)
Article 3(5)	Article 13(4)
Article 3(6)	Article 13(5)
Article 4	Article 18
Article 5(1)	Article 10(1), (2), (3), (4) and (5)
Article 5(2)	Article 12
Article 5(3)	Article 11
Article 6(1)	Article 17(1)
Article 6(2)	Article 17(2)

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Directive 1999/44/EC	This Directive
Article 6(3)	Article 17(2)
Article 6(4)	Article 17(4)
Article 6(5)	Article 17(3)
Article 7(1), first subparagraph	Article 21(1)
Article 7(1), second subparagraph	Article 10(6)
Article 7(2)	—
Article 8(1)	Article 3(6) and (7)
Article 8(2)	Article 4
Article 9	Articles 19 and 20
Article 10	Article 22
Article 11(1), first subparagraph	Article 24(1), first subparagraph
Article 11(1), second subparagraph	Article 24(1), third subparagraph
Article 11(2)	Article 24(1), fourth subparagraph
Article 12	Article 25
Article 13	Article 26
Article 14	Article 27