Lessor's obligation to pay damages in the absence of any clarity concerning the requirement to give notice of defects - Leasing law

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GRP Rainer Lawyers and Tax Advisors in Cologne, Berlin, Bonn, Bremen, Dusseldorf, Essen, Frankfurt, Hamburg, Hanover, Munich, Nuremberg, Stuttgart and London www.grprainer.com/en conclude: In its judgment of March 27, 2013 (Az.: 25 U 59/12), the Berlin Court of Appeal ruled that a lessor potentially renders itself liable to pay damages to a lessee if it does not point out to the latter the requirement to give notice of defects to the supplier where there are assigned warranty claims for defects. In the event that liability pertaining to the lease agreement, which is not a commercial transaction from the perspective of the lessee, is excluded therein for the lessor and the lessee is referred to the enforcement of warranty claims in sales law vis-à -vis the supplier, the lessor has to make sure that the requirement to give notice of defects to the supplier is excluded. Otherwise, it must at least give the lessee effective notice of this requirement.

A lease is a type of agreement with respect to which a lessor furnishes and completely finances an item. The leased object is then regularly made available for personal use to the lessee in return for small monthly payments. This is referred to as a transfer of use for consideration.

Aside from its proximity to tenancy law, a lease agreement differentiates itself from a rental agreement in particular by the way in which the contractually agreed maintenance and servicing costs and warranty claims are transferred to the lessee in addition to the transfer use.

When warranty claims are being transferred, it is also particularly important to bear in mind the requirement to give notice of defects to the supplier.

Due to the many advantages that the lease entails (e.g. protection of own liquidity) and the fact that numerous commodities in many different manifestations (e.g. financial leasing) can be considered, this type of agreement is on the up.

Reason enough to draw on competent support even before concluding a lease agreement, both when drawing up and examining an offered contract. A lawyer versed in leasing law can help draw up agreements from the outset so that they are later able to withstand judicial examination.

http://www.grprainer.com/en/Leasing-Law.html

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Anlage: Bild