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THE SELLER'S LIABILITY ARISING FROM THE CONTRACTUAL RELATIONSHIP REGARDING MATERIAL DEFECTS OF GOODS UNDER ARTICLE 479 OF THE LAW ON OBLIGATIONS

ABSTRACT: The seller's liability for material defects in goods is an important institute in contract law. We witness the daily execution of legal transactions. Although the sale contract of sale is a named contract, it remains in the process of development, especially with the increasing prevalence of online sales. Due to frequent disputes between sellers and buyers, the questions of defining the seller's liability – in what scope, in what manner, and within what deadlines – are of exceptional importance for legal practice, as well as for every individual. Therefore, the main subject of this paper is a detailed legal analysis of the seller's liability for material defects in goods based on Article 479 of the Law on Obligations, 1978. The liabilities of the seller arising from the contractual relationship regarding defects in goods are examined critically, with a comparative analysis of this institute and solutions in other legal systems, particularly in countries of the region, i.e. neighboring countries.

***Keywords**: Seller's liability, material defects of goods, Article 479 of the Law on Obligations, comparative analysis.*

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1. Introduction

One of the key obligations of the seller in a contractual relationship, besides delivering the goods to the buyer for the purpose of ownership transfer, is their liability for material defects in the goods. In our legal system, the institute of the seller's liability for material defects is regulated by the Law on Obligations (1978), the Consumer Protection Law (2018), the UN Convention on Contracts for the International Sale of Goods (1980, commonly known as the Vienna Convention), and other sources.

Despite the existence of several legal sources governing this matter, legal disputes regarding non-conformity of goods between contracting parties are not uncommon. In addition to legal regulations, the contracting parties are free, within the framework of imperative norms, good business customs, and morality, to freely regulate their relationships. The seller's liability for material defects in the goods arises even when the parties freely, within the legal framework, define their rights and obligations from the contractual relationship. The buyer has the right to receive goods that conform to the agreement, i.e., without defects. For the seller's liability for material defects to arise, it is important when the buyer notifies the seller of any defects, either within the legal or agreed period. If the buyer does not notify the seller of material defects within these timeframes, they lose the right to demand rectification.

It is possible that the buyer does not find any defects in the goods, whether visible or hidden, which, coupled with the expiration of the legally prescribed period, completely extinguishes the seller's liability for material defects.

We believe that the Law on Obligations, 1978 (hereinafter: LOO) clearly specifies the point at which the seller becomes liable for material defects in goods. According to Article 478, Paragraph 1 of the LOO, the seller is responsible for any material defects present at the moment when the risk transfers to the buyer, regardless of whether the seller was aware of these defects.

In paragraph 2 of the same article, the LOO stipulates that the seller is also liable for material defects that occur after the risk has passed to the buyer if they are the result of a cause that existed before then. Thus, the seller is liable for defects in the goods after transferring them to the buyer. This provision aims to protect the buyer from potential bad faith conduct by the other contracting party during the sale of goods.

In addition to the timely notification of the seller by the buyer about the defect, it is necessary that the goods have at least one of the defects prescribed by Article 479 of the LOO. The defects prescribed by this article, which will be

thoroughly analysed in the following sections, include: the goods not having the necessary properties for their regular use or for circulation; the goods not having the necessary properties for a particular use for which the buyer purchased them, which was known or should have been known to the seller; the goods not having the qualities and characteristics that were explicitly or implicitly agreed upon, or prescribed; and the seller delivering goods that do not conform to the sample or model, unless the sample or model was shown solely for informational purposes.

2. Seller's liability in a contractual relationship if the goods do not have the necessary properties for their regular use or circulation (Article 479, paragraph 1, point 1 of the LOO)

The liability for material defects in goods is the liability of the transferor that arises because the goods do not possess all the qualities they were supposed to have, or because they have a material defect (flaw) (Nikolić, 2012, p. 64). The LOO stipulates that goods are defective if they do not have the necessary properties for regular use or for circulation. The regular use of goods implies that the goods are used for the purpose for which they were manufactured, and not for other purposes. According to the opinions of Dr. Ivan Bukljaš and Dr. Boris Vizner, the analysed provision of this article is of a dispositive nature, as it implies the seller's obligation to deliver goods that conform to the properties necessary for their regular use and circulation (or resale), unless those properties are agreed upon or prescribed by law (Bukljaš & Vizner, 2008, p. 1594). They emphasize that this is the minimum set of properties determined by the LOO, supplementing the unexpressed will of the parties (Bukljaš & Vizner, 2008, p. 1594). Goods are not suitable for regular use if they lack specific, usual characteristics, or when they have defects that hinder their material use (Enderlein & Maskow, 1992, p. 144). Only goods that cannot be placed on the market or lack properties for regular use can be considered defective in accordance with Article 479, paragraph 1, point 1 of the LOO (Varađanin, 2022, p. 172).

Thus, in the case of any goods that the seller delivers to the buyer that are not suitable for regular use or circulation, the seller is liable for the defect. The seller could potentially be released from liability if they prove that the buyer purchased the goods knowing or should have known that the goods were not suitable for regular use. In our law, the delivery or sale of goods of lower quality is not allowed, regardless of whether resale is possible, unless the buyer agrees to it.

Considering the above, an interesting ruling from the Commercial Appellate Court[1] (Article 479, paragraph 1, point 1 of the LOO) is as follows:

"A food product does not have the necessary properties for regular use and circulation if it contains residues of a processing aid substance, or its derivatives, in quantities exceeding those permitted by the Regulation on the Quality and Other Requirements for Processing Aids in Production."

From the explanation: "…in accordance with the provisions of the Regulation on the Quality and Other Requirements for Processing Aids in the Production of Food Products (hereinafter: the Regulation), under Article 2, the use of solvents in the process of extracting raw materials, foodstuffs, or their ingredients, which is later removed, may result in the unintentional but technologically unavoidable presence of residues or their derivatives in the foodstuff or its ingredient, provided that, under Article 7, point 4 of the same Regulation, the amount of these residues in the food product must not exceed the maximum allowed quantity prescribed in the positive list.

In the positive list of processing aids in production, hexane is listed with a maximum allowed residue amount of 30 mg/kg in food products or their ingredients, specifically in defatted soybean products. According to the test report from November 17, 2008, it was determined that the soybean meal contained 3235 mg/kg of hexane. Therefore, by delivering soybean meal containing 3235 mg/kg of hexane, the defendant delivered to the plaintiff soybean meal with such a defect that it lacked the necessary properties prescribed by the Regulation for its use or circulation, which constitutes a material defect in the sense of Article 479, paragraph 1, point 1 of the Law on Obligations."

3. Seller's Liability in a Contractual Relationship if the Goods Do Not Possess the Necessary Qualities for the Special Use for Which the Buyer Purchased Them, and Which Was Known or Should Have Been Known to the Seller (Article 479, Paragraph 1, Point 2 of the LOO)

Goods are considered defective if they do not possess the necessary qualities for the special use for which the buyer purchased them, and which was known or should have been known to the seller. It is assumed that "special use" refers to items the buyer purchases for a specific, particular purpose

[1] Presuda Privrednog Apelacionog suda posl.br. Pž. 2898/2013(1) od 31.10.2013. godine [Judgment of the Commercial Appellate Court, Case No. Pž. 2898/2013(1), dated October 31, 2013].

with special characteristics. The buyer is not merely using the goods for regular use, but for a specific purpose. It is necessary for the buyer to indicate this purpose to the seller. This is because the legislator has conditioned the defect for special use on the seller being aware of or having to be aware of that quality. For regular use, there is no need for an agreement between the parties, as regular use is generally known (Blagojević & Krulj, 1983, p. 1288). Therefore, in the specific case, it is in the interest of the contracting parties to conclude the sales contract in writing.

In the event of a dispute, the buyer must prove that the seller was acting in bad faith, while the seller must prove that they acted in good faith. The outcome will depend on the evidence presented during the proceedings. The buyer can prove that the seller knew for what purpose the item was being purchased if there is a written record, such as correspondence via e-mail or mobile phone messages, or if someone was present during negotiations, along with other means of proof.

4. Seller's Liability in a Contractual Relationship if the Goods Do Not Possess the Qualities and Characteristics Explicitly or Implicitly Agreed Upon (Article 479, Paragraph 1, Point 3 of the LOO)

Goods are considered defective if they do not possess the qualities and characteristics that were explicitly or implicitly agreed upon or prescribed. This legal formulation could be said to be similar to the previous one. However, there are certain differences. Goods that do not possess the qualities and characteristics explicitly agreed upon are those that do not conform to what the contracting parties explicitly agreed upon. "Explicitly stated" refers to what one party emphasized as important for the goods they are purchasing. Since there is no requirement that this be in writing, verbal agreements about the necessary qualities of the goods are also considered. The legislator has allowed that goods lacking implicitly agreed-upon qualities and characteristics may also be considered defective. This implicit agreement is common in practice when there is long-term cooperation between certain parties, where there is no need to specify certain qualities of the goods because it can be assumed that the seller is aware of them without the buyer's explicit mention. The contracting parties may even agree to the delivery of goods of poor quality, provided such goods meet the buyer's needs (Blagojević & Krulj, 1983, p. 1288). It is possible for an agreement to be implicit, for instance, when the seller shows the goods to the buyer and the buyer orders the goods

without explicitly stating their characteristics (Blagojević & Krulj, 1983, p. 1288). If the qualities and characteristics of the goods are determined by imperative norms, then the goods cannot possess any other qualities besides those prescribed (if the goods do not possess the prescribed qualities and characteristics, they are considered defective) (Bukljaš & Vizner, 2008, p. 1594).

Additionally, given the massive construction of residential and commercial buildings in our region, it is important to highlight a ruling from the Appellate Court in Belgrade[2] (Article 479, Paragraph 1, Point 3 of the LOO):

"The surface area (square footage) and structure of an apartment represent its basic qualities and characteristics, so a difference in the form of a smaller apartment surface area between the contracted and actual area constitutes a material defect for which the seller is liable under the conditions prescribed by law."

From the explanation: "The defendant's appeal arguments that the defect in the form of a smaller actual square footage of the apartment compared to the registered square footage is not a material defect within the meaning of Article 479 of the Law on Obligations are unfounded. According to Article 479, Point 3 of the Law on Obligations, a material defect exists if the goods do not possess the qualities and characteristics that were explicitly or implicitly agreed upon or prescribed. Since the square footage and structure of the apartment represent its basic qualities and characteristics, and since the sales contract between the disputing parties stipulated an apartment with a square footage of 49.10 m², while the actual square footage is 45.57 m², the difference in the form of a 3.53 m² smaller area constitutes a material defect, as correctly concluded by the first-instance court.

The appeal's argument that the plaintiff was aware that the net surface area was smaller than the registered area, given that the apartment in question had been registered for over two years with a surface area of 49.10 m², is unfounded and does not influence the court's decision. This is because, in purchasing the apartment, the plaintiff acted in accordance with the principle of good faith and fairness, which the parties in contractual relationships are required to observe under Article 12 of the Law on Obligations, as well as the principle of reliability and accuracy of data contained in public registers, and could not have determined by ordinary inspection that the apartment's actual

[2] Presuda Apelacionog suda u Beogradu, posl.br. Gž 5328/2019 od 4.7.2019. godine [Judgment of the Appellate Court in Belgrade, Case No. Gž 5328/2019, dated July 4, 2019].

square footage was smaller than the registered area. At the time of purchase, the plaintiff was unaware of any issues concerning the method and procedure of construction."

5. Seller's Liability in a Contractual Relationship if the Goods Do Not Conform to the Sample or Model (Article 479, Paragraph 1, Point 4 of the LOO)

The provision of Article 479, Paragraph 1, Point 4 of the Law on Obligations (LOO) stipulates that goods are considered defective if the seller delivers goods that do not conform to the sample or model, unless the sample or model was shown solely for informational purposes. Deviations from the sample or model may be agreed upon or foreseen by business customs (Bukljaš & Vizner, 2008, p. 1595). If no such provisions exist, the goods must match the sample and model; otherwise, they are considered defective (Bukljaš & Vizner, 2008, p. 1595). It is interesting to note that this provision describes both the basis for the seller's liability for defects and the basis for exoneration from liability. Although it may seem straightforward, it is quite complex in practice. Its complexity lies in the need to define which sample or model was "shown only for informational purposes" and which was not, requiring precise definition and distinction. Therefore, it is in the interest of the contracting parties to specify the goods' specifications clearly. An important issue here is the burden of proof. It is considered that the buyer must prove that the goods were purchased based on a sample or model and that they do not conform to what was agreed, while the seller must prove that the goods conform to the agreed sample and model (similar to Article 222 of the Swiss Code of Obligations, 1976) (Blagojević & Krulj, 1983, p. 1289).

Furthermore, Article 478, Paragraph 3 of the LOO stipulates that minor material defects are not considered. Therefore, if the buyer decides to have an item made according to a sample or model, the buyer should accept certain possible deviations depending on the nature of the material or the item.

In practice, materials of natural origin are very specific since it is almost impossible to make two identical products from natural material. Deviations are allowed but not extreme; only minor deviations are acceptable. According to the legal provision, goods have a material defect if they do not conform to the sample or model. It is believed that this refers to major deviations from insignificant ones (in material, color, size, appearance, or other characteristics). It is difficult to distinguish which deviations would be considered minor compared to others. Even the smallest deviation can be of importance to the

buyer. A defect in quantity is not only a matter of delivering less of a generic product but also applies to the delivery of a specific item missing a part, as non-conformity exists if any part of the whole delivered goods is missing (Krüger & Westermann, 2004, p. 2347).

There is no ideal legal solution that would cover every possible defect in an item, so this legal definition is quite appropriate. It is believed that the legislator deliberately did not precisely or exhaustively list legally relevant deviations, models, and samples given solely for informational purposes. If these were specified, it would undermine the flexible framework that is crucial when deciding whether an item has a material defect. A strictly prescriptive legal framework could endanger the ability to provide legal protection to parties who might have a right to it. This broad legal provision gives the court the discretionary power to assess whether an item conforms to the sample or model and whether it was presented solely for informational purposes.

Compared to the LOO, the Consumer Protection Law of 2018 provides more precise solutions regarding the seller's liability for non-conformity of goods. Article 51, Paragraph 2 of the said law states that the seller is also liable for non-conformity caused by improper packaging, improper installation or assembly performed by the seller or a person under their supervision, as well as when improper installation or assembly of goods is the result of a defect in the instructions provided to the consumer for independent installation or assembly.

Under the Vienna Convention of 1980 (hereinafter: the Vienna Convention), the seller is liable for any non-conformity attributable to the breach of any of their obligations, including a warranty for the proper functioning of the goods for their regular purpose. The seller is liable for the conformity of the goods with the sample or model when they have explicitly or implicitly agreed to this (Fišer–Šobot, 2014, p. 10). Thus, if the buyer presents a sample or model to the seller, the seller is not obligated to adhere to it under Article 35, Paragraph 2 of the Vienna Convention unless the seller agreed to it (Fišer–Šobot, 2014). Article 35 of the Vienna Convention stipulates when goods are considered non-conforming with the contract: if they are not fit for the purposes for which goods of the same type are usually used; if they are not fit for the particular purpose made known to the seller at the time of the contract unless the circumstances indicate that the buyer did not rely, or it was unreasonable to rely, on the seller's skill and judgment; if they do not possess the qualities of the goods which the seller has held out to the buyer as a sample or model; or if they are not packed or protected in the usual manner for such goods or, where no such manner exists, in a way adequate to preserve and protect the goods.

In conclusion, the solutions prescribed by the Vienna Convention do not significantly differ from those prescribed by the LOO and the Consumer Protection Law of 2018 regarding defects or non-conformity of goods. In the context of the solutions related to the seller's liability in contractual relationships for material defects, these solutions are broader, and the seller's liability is more generally defined compared to the solutions prescribed by our law.

6. Comparative Legal Review of Solutions in Regional States Regarding the Institute of Seller's Liability for Material Defects of Goods

A comparative legal analysis of the laws of regional states reveals that the laws of the Republic of Serbia and Bosnia and Herzegovina in the field of contract law are almost identical, while the provisions of the law in the Republic of Croatia differ in terms of defining the concept of defects in goods and the timeframes for reporting them.

In comparison to the laws of the Republic of Serbia and Bosnia and Herzegovina, the Croatian Obligations Act of 2015 (hereinafter: LOO of the Republic of Croatia) is more extensive in its definition of the concept of defects in goods. According to Article 401 of the LOO of the Republic of Croatia, goods are considered defective if they do not correspond to the description, type, quantity, and quality, or if they lack functionality, compatibility, interoperability, and other elements established by the sales contract. Additionally, goods are considered defective if they are not suitable for any specific purpose required by the buyer, which the buyer communicated to the seller no later than at the time of concluding the contract. Furthermore, goods are considered defective if they are not delivered with all the accessories and instructions, including installation instructions, as determined by the sales contract, or if they are not delivered with updates established by the contract. The same article also stipulates that goods are defective if they are not suitable for the purposes for which goods of the same type are usually used, considering all EU regulations, Croatian regulations, technical standards, or applicable codes of conduct in the relevant field if they exist. Additionally, goods are defective if they do not conform to the quality and description of the sample or model that the seller provided to the buyer before the conclusion of the contract. Moreover, goods are defective if they are not delivered with the necessary accessories, including packaging, installation instructions, or other instructions. Goods are also defective if they do not meet the expected

quantity or lack properties and other characteristics, including those related to durability, functionality, compatibility, and safety, which are common for goods of the same type and which the buyer can reasonably expect, considering the nature of the goods and taking into account all public statements made by the seller or other persons in the previous stages of the transaction chain, including the manufacturer, or statements made on their behalf, particularly in advertising or labelling. Goods are also defective if improperly installed or assembled, and installation or assembly services are part of the sales contract, performed by the seller or a person for whom the seller is responsible. Goods are also considered defective if the buyer improperly installs or assembles the goods and this results from a defect in the instructions provided by the seller. Additionally, in cases of goods with digital elements, if improper installation or assembly is due to defects in digital content or services provided by the seller or supplier, this is considered a defect under Croatian law.

Considering the above and the provisions of Article 401, Paragraphs 2 and 3 of the LOO of the Republic of Croatia, it is concluded that the description of situations when goods possess defects is more comprehensive than in the laws of the Republic of Serbia and Bosnia and Herzegovina. This could provide better protection for buyers or sellers in Croatia. By prescribing additional and specific legal provisions, the potential for disputed issues and inconsistent solutions in practice is reduced. However, it is believed that the LOO should only partially follow the legal solutions of the Republic of Croatia in this area. Given the fast pace of life and the countless contracts concluded daily, in addition to more precise solutions, a certain level of flexibility should be retained for legal certainty.

In the context of deadlines for reporting defects, according to Article 481 of the LOO, the buyer is obligated to inspect the goods in the usual manner or have them inspected as soon as possible in the normal course of events and to notify the seller of any visible defects within 8 (eight) days, or immediately in the case of commercial contracts, otherwise, they lose the right to claim remedies based on such defects. If the inspection was conducted in the presence of both parties, the buyer must immediately inform the seller of any visible defects, or they lose the right to claim remedies based on such defects (Article 481, Paragraph 2 of the LOO). Regarding hidden defects, if, after receiving the goods, the buyer discovers a defect that could not have been detected by ordinary inspection at the time of receipt, the buyer must notify the seller of this defect within 8 (eight) days from the day the defect was discovered, or immediately in the case of commercial contracts, or they lose the right to claim remedies. The seller is not liable for defects that appear

after six (6) months from the delivery of the goods, unless a longer period is agreed upon in the contract.

Under the LOO of the Republic of Croatia, a difference exists concerning hidden defects in goods. Specifically, if, after receiving the goods, the buyer discovers a defect that could not have been detected by ordinary inspection at the time of receipt, the buyer must notify the seller of this defect within 2 (two) months from the day the defect was discovered, or immediately in the case of commercial contracts (Article 404, Paragraph 1 of the LOO of the Republic of Croatia). Thus, the deadline is longer compared to the 8 (eight) days prescribed by the LOO of Serbia. The seller is not liable for defects that appear after 2 (two) years from the delivery of the goods, or after six (6) months for commercial contracts. It is concluded that the deadlines in the LOO are stricter compared to those in the LOO of the Republic of Croatia. It is believed that a 2 (two) year period is too long and that a period of 1 (one) year is optimal for determining whether the goods have any legally prescribed defects.

It is important to note that the buyer can notify the seller of material defects verbally, but the notification must be timely. It does not always have to be in writing. For example, in a ruling of the Commercial Appellate Court:[3] "A complaint about the quality of delivered goods can be made either in written or oral form, but it must always include a description of the defects and an invitation to the seller to inspect them."

From the explanation: "The first-instance court's view that a complaint about the quality of delivered goods, i.e., a notification about material defects, must be made in writing is incorrect. This view is based on a misinterpretation of Article 484, Paragraph 2 of the Law on Obligations, which regulates the situation when notification is considered performed if it was made in writing but did not reach the seller. However, this does not exclude the possibility of making a complaint orally. However, even an oral complaint must be timely and must contain the prescribed content, i.e., in accordance with Article 484, Paragraph 1 of the same law, the buyer is obliged to describe the defect in the notification and invite the seller to inspect the goods. Article 479 of the Law on Obligations stipulates when a defect exists."

[3] Presuda Privrednog Apelacionog suda posl.br. Pž. 6606/2010 od 2.12.2010. godine – Sudska praksa privrednih sudova – Bilten br. 4/2010 [Judgment of the Commercial Appellate Court, Case No. Pž. 6606/2010, dated December 2, 2010 – Judicial Practice of Commercial Courts – Bulletin No. 4/2010].

7. Concluding Considerations

The contract of sale is one of the most common legal agreements today, with nearly every individual entering into at least one sale contract daily, often through implicit actions. The rules governing the contract of sale under Serbian law are largely aligned with international standards, making it easier and more appealing for individuals and businesses to engage in cross-border transactions. This harmonization not only facilitates domestic commerce but also encourages the expansion of trade beyond national borders, promoting international business relationships.

The Law on Obligations (LOO) was adopted back in 1978 and remains in force with only minor amendments, indicating that the legislator approached its creation with great care. However, with the development of goods-money trade and the overall technical and technological advancement of the economy, certain legal provisions should be clarified and more comprehensively prescribed. Contracting parties can always specify legal provisions themselves, meaning they can fully modify the dispositive norms of the law.

The institute of the seller's liability for material defects is highly complex, even though it may not appear so at first glance. Its complexity stems from the fact that the contract of sale is the most common type of contract, and therefore, the institutions within it are also frequent. Since the legislator cannot foresee every possible contentious situation that may arise from a contractual relationship, it is crucial for the contracting parties to precisely define their agreement on important matters.

It is reasonable to suggest that the institute of the seller's liability for material defects in goods is not linguistically precise and should be refined by adopting innovative solutions. Some solutions could include clarifying certain legal provisions, modelled after the laws of other regional countries, particularly Croatia, as discussed earlier. In the context of deadlines, it would be important to extend the timeframes for exercising the right to legal protection in cases of material defects. Previously, it was suggested that a one-year period would be optimal, as buyers do not always immediately use the purchased goods. They may need to use the item at a later time, and it would be unjust to prevent them from claiming legal protection due to the expiration of short deadlines if the goods turn out to have a material defect. Within a one-year period, there is a greater likelihood that the buyer will use the goods, revealing whether they have any legally prescribed defects. A six-month deadline is too short, especially considering items that are used seasonally.

This research revealed that both domestic and foreign literature on this subject is scarce. Although the legal norms related to the seller's liability in contractual relationships may seem clearly prescribed, they still lead to incorrect interpretations by some authors and courts[4] alike.

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ODGOVORNOSTI PRODAVCA IZ UGOVORNOG ODNOSA U POGLEDU MATERIJALNIH NEDOSTATAKA STVARI NA OSNOVU ČLANA 479. ZOO

APSTRAKT: Odgovornost prodavca za materijalne nedostatke stvari predstavlja važan institut za ugovorno pravo. Svedoci smo svakodnevne realizacije pravnih poslova. Iako je ugovor o prodaji imenovan ugovor, on je i dalje u fazi uobličavanja, naročito kada su u pitanju sve zastupljenije onlajn prodaje. Usled čestih sporova između prodavaca i kupaca, pitanja definisanja odgovornosti prodavca – u kom obimu, na koji način i u kojim rokovima – su od izuzetnog značaja za pravnu praksu, ali i za svakog pojedinca. Stoga je u radu osnovni predmet istraživanja zasnovan na detaljnoj zakonskoj analizi odgovornosti prodavca za materijalne nedostatke stvari na osnovu člana 479. Zakona o obligacionim odnosima iz 1978 godine. Razmatrane su odgovornosti prodavca iz ugovornog odnosa u pogledu nedostataka stvari sa kritičkim aspektom i uporednom analizom predmetnog instituta i rešenja u drugim pravnim sistemima, odnosno državama u regionu.

[4] Vidi Presudu Privrednog Apelacionog suda posl.br. Pž. 6606/2010 od 2.12.2010. godine [See the Judgment of the Commercial Appellate Court, Case No. Pž. 6606/2010, dated December 2, 2010].

Ključne reči: *odgovornost prodavca, materijalni nedostaci stvari, član 479. ZOO, uporedna analiza.*

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