

# Case Study "NiCO MONACO e. U."

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1.

- a) The case represents a transaction for delivery at a **fixed date**. The agreed date of delivery was between 13 and 16 August. The tablecloths have not yet been delivered as of 1 September.
- b) The delay in delivery by "Tableware und Mehr" occurred on 17 August.
- c) Ms Monaco should contact a different dealer to buy tablecloths before mid-September. She should ask the dealer for the availability of tablecloths and the earliest possible delivery date. If the dealer has tablecloths in stock, Ms Monaco should place an order immediately.

2.

- a) The defect of the cable of the engraving machine is a legal defect.
  - b) Ms Monaco has a legal claim on the basis of warranty. The warranty is a guarantee that the product is free from defects. The engraving machine is defective, and Ms Monaco can claim a repair or replacement of the cable.
  - c) The defect can be remedied as quickly as possible by contacting the dealer and requesting a replacement cable. The dealer should send a technician to Ms Monaco's shop to replace the defective cable.
  - d) The fact that the machine is defective and Ms Monaco is only able to produce and sell half of the required bracelets gives rise to a claim for damages under the Product Liability Act. Ms Monaco can claim compensation for the lost profit due to the defective machine.
  - e) Two differences between a guarantee and a warranty are:
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