

CODE CIVIL DU QUÉBEC

Article # 1726 C.C.Q.: * *NACHI *19100230*

Le vendeur est tenu de garantir à l'acheteur que le bien et ses accessoires sont, lors de la vente, exempts de vices cachés qui rendent impropre à l'usage auquel on le destine ou qui diminuent tellement son utilité que l'acheteur ne l'aurait pas acheté, ou n'aurait pas donné si haut prix, s'il les avait connus.

Il n'est, cependant, pas tenu de garantir le vice caché connu de l'acheteur ni le vice apparent; est apparent le vice qui peut être constaté par un acheteur prudent et diligent sans avoir besoin de recourir à un expert.

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CIVIL CODE OF QUEBEC

Article # 1726 C.C.Q.:

The seller is bound to warrant the buyer that the property and its accessories are, at the time of the sale, free of latent defects which render it unfit for the use for which it was intended or which so diminish its usefulness that the buyer would not have bought it or paid so high a price if he had been aware of them. If the seller was aware or could not have been unaware of the latent defect, he is bound not only to restore the price, but to pay all damages suffered by the buyer.

A buyer who ascertains that the property is defective may give notice in writing of the defect to the seller only within a reasonable time after discovering it. The time begins to run, where the defect appears gradually, on the day that the buyer could have suspected the seriousness and extent of the defect.

The seller may not invoke tardy notice from the buyer if he was aware of the defect or could not have been unaware of it.