

## CONSUMER AFFAIRS ADVICE

### WARRANTIES

When you go shopping to buy something you should get a 'fair go'. You have a right to get a good quality product that does what the shop or manufacturer says it will do.

Manufacturers and the traders that sell their products must provide a warranty for each product.

A warranty is a promise to look after you (the buyer) if something goes wrong with a product for a certain time after you have bought it.

#### **GETTING YOUR MONEY BACK**

Generally, the trader or seller of the product should give you your money back if you buy something that:

- Does not work when you first try to use it;
- Breaks down or has a fault soon after purchase;
- Is different from the description you were given or the example you were shown.

The seller should give you your money back,

- if you return the product (sometimes called 'goods') as soon as you know or find out there is a problem; and
- you show the seller the receipt showing you bought the goods from that store or shop.

If the seller asks you if you would like to get a replacement (exchange the faulty item for another one) or have the product fixed, you can agree or you can ask for your money back. Sometimes the seller may want to give you a 'credit note' instead of a refund so you have to buy some other product from the store, and for some products the seller may only agree to send it away for repair.

Even if you did not get a written manufacturer's warranty you are still protected by the law. All goods sold must do what the manufacturer says they will do and you should get a refund, replacement or repair on goods that are faulty or are not what you thought you were buying.

**Remember!** Always keep your receipts because if you cannot show you bought the product from that store or shop, you may not be able to get a refund or replacement.

#### **WHEN YOU CANNOT (IN MOST CASES) GET YOUR MONEY BACK**

Some products (like TVs, washing machines, cooking stoves) come with a warranty that lasts for a fixed period like one, two or even three years.

When the warranty period is finished the manufacturer will not in most cases help you.

Often if the product becomes faulty some months or years after purchase, but still within the warranty period, the seller or manufacturer may not want to give you a refund or replacement.

They will first want to check it, to make sure that it has not been damaged by wrong use, and only then will they agree to repair it.

The seller does not have to give your money back if:

- You change your mind about a product after you've bought it;
- You knew, or should have known, about a fault before you bought it;
- You don't have proof that you bought it (eg a receipt);
- You broke or damaged it by being careless or not following the instructions.

### **WHEN THINGS GO WRONG**

If there is a problem with something you've bought, you should first try and talk / discuss with the seller.

Take the receipt with you and any other paperwork you received when you bought the product (eg a warranty).

Remember to be firm but polite when making your complaint.

If you can't come to an agreement with the seller about whether you are getting a refund, replacement or repair, you may want to contact Consumer Affairs on 1800 019 319.

Consumer Affairs staff will be able to give you information about your rights and tell you about your choices to fix the problem.

**This information is provided as a guide only, and consumers are urged to contact Consumer Affairs for further information on their rights and responsibilities under the relevant Acts.**

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#### **Consumer Affairs,**

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