

CONSUMER AFFAIRS

Warranties

A warranty is a guarantee that a trader or manufacturer has faith in their product or service and is willing to stand by them. These guarantees state what the trader or manufacturer will do if something goes wrong within a specified period of time.

There are several kinds of warranties available to consumers:

VOLUNTARY or 'EXPRESS' WARRANTIES

Voluntary or 'express' warranties are usually written documents provided with goods or services at the point of sale. These are often supplied by the manufacturer of the goods and passed on by the retailer.

If a problem occurs with your product and you wish to consider a claim against your warranty you should contact the retailer.

If you have a written warranty you should read the paperwork and contact an authorised warranty service provider. If you have difficulty having your warranty honoured, it is the retailer's responsibility to pursue the matter for you.

Express or voluntary warranties include future availability of services, spare parts and replacement parts.

You are automatically protected under the *Commonwealth Trade Practices Act* and State consumer laws (statutory warranties), regardless of whether or not the trader or manufacturer chooses to supply a voluntary warranty with the goods or service.

STATUTORY WARRANTIES (also known as 'IMPLIED' WARRANTIES)

Statutory warranties are not necessarily written down, but are implied and can't be limited in any way. Problems occurring under statutory warranty must be dealt with by the trader.

Whether you receive a written warranty or not, consumer protection laws say that goods must be fit for the purpose and match any sample or description provided. This 'implied' warranty gives you the right to claim a refund, exchange or repair on goods that are faulty or wrongly described to you.

Statutory warranties cover such things as consumer transactions for cash, credit, hire purchase, lease, hire, second-hand or exchange. However, they do not cover items bought under auction.

Your statutory rights are not affected even if you do not return a manufacturer's guarantee card or notice provided with the goods bought.

EXTENDED WARRANTIES

Extended warranties are sometimes provided with cars, television sets, etc, that you would normally expect to last for many years.

WHAT TO DO

If the product you have purchased develops a fault within the warranty period, you need to write to the place of purchase.

Explain the fault and ask the trader to make arrangements to rectify the fault in a reasonable time frame. A copy (not the original) of your warranty card or contract should also be attached.

It is the trader's responsibility to deal with the matter, by providing a refund, replacement or alternatively deal with the manufacturers on your behalf to have the problem resolved.

Should you have any problems with a trader not accepting these responsibilities, contact Consumer Affairs

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or

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