



Got a problem with goods?

Faulty and unsatisfactory goods - the basics

If the goods you buy turn out to be faulty you are covered by the Consumer Guarantees Act. This includes second hand goods, and goods you have received as a gift.

However you won't be covered if you bought:

[Commercial goods \(goods usually used for a business purpose\)](#)

[In an auction](#)

[In an online auction](#)

[Privately](#)

[Find out more specific information about dealing with a faulty motor vehicle.](#)

The Consumer Guarantees Act sets out certain guarantees goods have to meet and the rights and remedies available to you if goods fail to meet one or more of these guarantees.

Your rights with faulty and unsatisfactory goods

When you have bought a product that doesn't meet one of the guarantees you have the following rights:

If the problem is minor

You can ask the seller to fix it. The seller must choose between repairing the goods, replacing them, or giving you a refund. If the trader refuses to fix the problem or takes more than a reasonable time to do so, you can

- return the goods and ask for your money back, or
- ask for a replacement, if the same type of goods are reasonably available to the seller, or
- take the goods elsewhere to be fixed and ask the seller to pay the cost of repair.

If the problem is serious

If the problem is a serious one (the goods are unsafe, or substantially do not meet acceptable quality, fitness for particular purpose, or description or sample), you can choose to:

- return (reject) the goods and get your money back, or
- return the goods for a replacement of similar value and type (if the goods are reasonably available as part of the seller's stock), or
- keep the goods and have the price reduced to make up for its drop in value.

If the goods cause damage when they become faulty you can ask the seller to pay for the damage. This is called consequential loss. An example of this would be if a washing machine floods a laundry and ruins the vinyl flooring.

Manufacturer's written guarantee or warranty

A manufacturer does not have to provide a written warranty with their goods. But if they do sell their goods with a manufacturer's warranty, there is an express guarantee that the manufacturer must provide what is set out in their warranty.

A warranty usually states faulty goods will be repaired, or replaced if necessary. It may also state the availability of spare parts and who will do the repairs.

If the goods you buy are faulty the seller is required to sort out the problem. A seller can not tell you to take the problem to the manufacturer. You, however, can choose to seek a remedy for the problem from either the seller or the manufacturer.

[Find out more about what warranties cover.](#)

Got a problem with faulty goods?

Return the goods as soon as possible

Return the goods and ask for a refund, repair or replacement.

If the fault is serious, you must reject goods by returning them to the seller as soon as you can. Put your rejection in writing and give this to the seller. If the goods are large and you are unable to deliver them yourself, ask for them to be collected.

You can't reject faulty goods that have been attached to other property and if removal will damage the goods. For example, if you notice the wallpaper you have just put up is faulty.

You can go to the manufacturer or importer

Going to the manufacturer or importer for a remedy is useful when the seller has gone out of business or is unreasonable to deal with. You can go to the manufacturer or importer if:

- the goods you buy are not of acceptable quality
- the goods differ from a description given by the manufacturer
- there are no spare parts or repairs available and you were not told this when you bought the goods
- the manufacturer does not provide what is promised in their warranty.

You can ask the manufacturer or importer to:

- return some of your money if the fault has resulted in the goods losing some of their value. But if the manufacturer has given you an express guarantee that they will repair or replace the goods you first have to give them a chance to put the matter right
- pay for any damage caused by the goods when they became faulty (consequential loss).

The manufacturer is not liable if the problem is caused by someone other than the manufacturer or their agent, or by an event outside of human control, such as an earthquake.

The seller won't fix the problem

Try to resolve the problem with the seller first. If that doesn't work you can write a letter to the business, complain to a trader organisation or make a claim at the Disputes Tribunal.

[Find out more about how to complain effectively.](#)

[See the Publications section for a PDF version of this information in leaflet form, or order a copy online.](#)