

## What can I do if something I bought didn't last as long as I expected it to?

Take the goods back to the shop if you can and show the trader what is wrong. Explain that under the Consumer Guarantees Act they must repair, replace or refund the faulty goods if the problem is minor or give you a refund, replacement or compensation if the problem is serious.

You can also go to the manufacturer or importer to get the problem fixed. You can use the warranty if this applies to your problem, or you can claim compensation.

## What if the trader or manufacturer won't fix the problem?

Write a letter to the manager or head office explaining the problem and what you are asking for. Keep a copy of the letter. If you still can't agree with the trader you can take your claim to the Disputes Tribunal. For more information about the dispute Tribunal see our factsheet "The Disputes Tribunal" or visit [www.justice.govt.nz/disputes](http://www.justice.govt.nz/disputes).

## For more information

For more information about your consumer rights visit [www.consumeraffairs.govt.nz](http://www.consumeraffairs.govt.nz) or your local Citizens Advice Bureau.

Contact details of your local Citizen's Advice Bureau are in the White Pages or online at [www.cab.org.nz](http://www.cab.org.nz). You can call 0800 FOR CAB (0800 367 222).

You can get free legal advice from a community law centre. Contact details of your local community law centre are in the White Pages or online at [www.communitylaw.org.nz](http://www.communitylaw.org.nz).

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*This factsheet should not be used as a substitute for specialist legal advice.*

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MINISTRY OF CONSUMER AFFAIRS  
MANATŪ KAIHOKOHOKO

# WARRANTIES

CONSUMER FACTS



MINISTRY OF CONSUMER AFFAIRS  
MANATŪ KAIHOKOHOKO

New Zealand Government

## *What is the difference between a warranty and your rights under the Consumer Guarantees Act?*

### **Consumer Guarantees Act**

Your consumer rights under the Consumer Guarantees Act say that goods must:

- › be fit for the purpose they are made for
- › be safe
- › be durable – last for a reasonable time
- › have no minor defects
- › be acceptable in look and finish.

When deciding if goods are of acceptable quality you must take into account the price you paid, any information on the goods or the package, and anything said by the manufacturer or seller about the goods.

### **What is a warranty?**

A warranty is the manufacturer's or trader's guarantee that goods or services will last as long as the warranty. The terms and conditions of the warranty are decided by the manufacturer or trader and might cover more or less than the Consumer Guarantees Act offers.

The warranty doesn't replace your rights under the Consumer Guarantees Act. And the trader can't tell you that it does.

### **How long can I expect my goods to last?**

If you have a computer and the warranty is for one year, that doesn't mean that you expect a new computer to only last one year. It is reasonable to expect that a new computer would last at least five years.

### **Reasonable use**

You are responsible for looking after the goods. If there are instructions included with the product read these and make sure you are following them. If you accidentally take your new MP3 player swimming with you, and it is not waterproof, it is not the fault of the goods or the trader if the MP3 player stops working.

### **Can the trader charge me to check the goods?**

Sometimes the trader may ask for a deposit to cover the cost of checking the goods. If the problem is the fault of the goods then they should refund the deposit and give you a remedy under the Consumer Guarantees Act. The trader should have told you about this policy when they sold you the goods. Otherwise you can tell them you won't pay it.

### **Extended warranties**

The trader may try to sell you an extended warranty on the goods. These can be quite expensive, so think about whether you actually need it.

**For more information about your consumer rights visit [www.consumeraffairs.govt.nz](http://www.consumeraffairs.govt.nz).**

If you expect a product to last up for the same amount of time as the warranty lasts then it should probably be covered under the Consumer Guarantees Act.

And if you think you will want to buy something new before the warranty ends then it probably isn't worth that much to you. For example if you usually buy a new phone with the latest technology every two years you probably won't use a five year warranty.

### **What does the warranty cover?**

A warranty might only cover certain parts or certain faults. Also if you use the warranty and get a replacement, often the warranty doesn't cover the replacement goods. You will have to read the fine print on the warranty.

### **When is an extended warranty useful?**

The Consumer Guarantees Act doesn't cover goods used for business, or goods that are normally used for business. Goods that you buy at auction or at tender are also not covered, so a warranty might be quite useful. Read the fine print to find out if the warranty will cover your situation.

For more information about the Consumer Guarantees Act see our booklets "Your Consumer Rights (Goods)" and "Your Consumer Rights (Services)".