

ENQUIRY DRAFT

Specification for Content of warranties for goods



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Foreword

This Draft Guyana Standard is the first revision of **GYS 169: 1998 'Specification for Content of warranties for goods'**. It was revised by the Guyana National Bureau of Standards through the **Technical Committee- Consumers Products (TC 31)**.

The revision was deemed necessary to update the requirements for suitability with current industry practices.

It is intended to be used by manufacturers, importers and retailers, who wish to offer warranties or guarantees in addition to those implied by law.

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Specification for the content of warranties for goods

1 Scope

This standard specifies the areas that shall be covered by warranties/guarantees offered by manufacturers, importers, retailers or other suppliers for the sale of new or used goods including online transactions.

It indicates the form and content of the warranties/guarantees, how they shall be used in advertising, and is also applicable to products that require services to complete a transaction (such as buying clothes that need alteration).

2 Definitions

For the purpose of this standard the following definitions apply: -

2.1 agent

A person or organization in Guyana authorized to act for or in the place of another person or organization. An agent includes a business representative, that is, the manager of an assigned territory or branch office or plant of an industry, or an independent sales or service representative of a company. An agent may include the importer.

2.2 consumer

Individual member of the general public purchasing or using property, products or services for private purposes

2.3 consumable item

The replaceable part of an article, that is essential if the article is to work properly, but which is used up during the normal functioning of the article.

2.4 express warranty/ express guarantee

Terms which are clearly stipulated in the warranty/guarantee document

2.5 extended warranty/ extended guarantee

Prolonged warranty/guarantee offered by the manufacturer or supplier to the consumer in addition to the standard warranty period.

2.6 full warranty

A warranty which guarantees that a defective product will be repaired, within a reasonable period, without any charge to the consumer, if it fails to comply with the warranty. If the product cannot be repaired, the user is guaranteed a refund or replacement on the product.

2.7 goods

Any kind of moveable property except money, securities, food, drugs or cosmetics regardless whether the property is used or unused.

2.8 guarantee or warranty

A written undertaking, however, worded or presented, given by a manufacturer, distributor, supplier, agent or supplier, additional to any statutory obligations placed on him, relating to the quality of manufacture, satisfactory operation of a product and generally stating that he will repair, replace or give a refund for a definite product, subject to certain conditions.

2.9 guarantor

A person who undertakes to indemnify the supplier against any loss which that supplier may incur in respect of the supply of the goods or provision of the services to or for the first-mentioned person.

2.10 limited warranty

A warranty that provides a guarantee for a product or service but restricts the conditions and scope of coverage.

2.11 manufacturer

A person who manufactures, produces, processes, prepares, packages or prepackages goods for retail sale, or the person who sells any goods under a trade name controlled by him. Manufacturer shall include importer.

2.12 sell

This includes, offer for sale, expose for sale or have in possession for sale.

2.13 supplier

- i. a person who sells goods; and
- ii. a person who provides services

2.12 vulnerable consumer

Consumer who could be at greater risk of harm from products due to their age, level of literacy, physical condition or limitations, or inability to access product safety information.

3 Express warranty/guarantee

A manufacturer/supplier of products is bound by the express warranty/guarantee supplied to a consumer. An 'express warranty/guarantee' in relation to a product means an undertaking, assertion or representation in relation to:

- a) the safety, performance and durability or characteristics of the product;
- b) the provision of services that are, or may at any time be, required in respect of the product;
- c) the supply of parts that are, or may at any time be, required for the product;
- d) future availability of a similar product, or of a product constituting or forming part of a set of which the product is included under the assertion or representation given;
- e) the return of money or other consideration should the product not meet any undertaking by the manufacturer; and
- f) compliance with the express warranty/guarantee by a manufacturer that does not exempt/excuse the manufacturer from conforming to the statutory warranties/guarantees under the relevant laws.

4 General requirements

4.1 A warranty or guarantee shall be an indelible document, expressed in plain English language. The terms stated, including the information in **Clause 5**, shall be clear, comprehensible and prominent.

4.2 In warranties additional measures shall be implemented by manufacturers and/or suppliers to communicate and explain the terms of a warranty/guarantee to vulnerable consumers.

4.3 A warranty/guarantee shall not:

- (a) require the consumer to pay a fee (as opposed to an extended warranty/guarantee where registration and fees may be applicable);
- (b) restrict a consumer's statutory rights to redress;
- (c) limit the manufacturer and/or supplier's statutory liability;
- (d) conflict with relevant legislation;
- (e) include any illustrations, words, symbol or statement which might give an erroneous or misleading impression as to the nature, quality, safety or use of the goods covered by the warranty, or as to the terms of the warranty laid down in **Clause 5**; and
- (f) mislead consumers about their rights.

4.4 The warranty shall include a statement to the effect that the benefits conferred by the warranty are in addition to all other rights and remedies which the consumer has by law in respect of the products.

4.5 Any warranty that is transferable must clearly state the terms, conditions, and limitations governing the transfer.

4.6 A manufacturer and/or supplier should establish, where appropriate, online registration for consumer warranties/guarantees. The consumers registered online shall not be required to send the warranty/guarantee card to the manufacturer or supplier to secure coverage of the warranty/guarantee. Proof of online registration shall be provided to the consumer upon completion of warranty registration.

4.7 The guarantor shall be responsible for the product while in their possession for inspection or repair under the terms of the warranty. The guarantor shall provide a proof of custody agreement which shall include details of the condition of the item upon receipt.

4.9 All goods under warranty shall be easily identifiable by means of a unique mark such as a serial number.

4.10 The serial number of the item under warranty shall be duplicated on the warranty form that is issued to the consumer.

4.11 A consumer shall receive the clear title of the product, that is, the seller must be entitled or has legal rights to the product prior to sale.

4.12 Products shall be:

- (a) of acceptable quality, that would be reasonable to expect, given their price and description;
- (b) free from defects that were not obvious at the time of purchase unless stated;
- (c) fit to be sold and used for the ordinary purpose for which the goods are made by the manufacturer or supplied by the provider in the case of services.

4.13 Products supplied by reference to a sample or demonstration model shall correspond with the sample or demonstration model in description, quality and performance.

4.14 Products shall correspond with the description (if any) given to the consumer by the manufacturer and/or supplier.

5 Terms of warranty

The guarantor or seller shall not vary the terms of a warranty or guarantee, within the period during which it is valid except with the agreement of the consumer. The consumer shall be notified of the request to alter the warranty.

The warranty or guarantee given by a manufacturer, supplier, agent or retailer to the consumer of any goods shall include the provisions set out in **Clauses 5.1 to 5.7.3**.

5.1 Name and address of guarantor

The full name and address of the guarantor and the name and address of the person in Guyana who is responsible for fulfilling the provisions of the warranty or guarantee shall be given.

5.1.1 The name shall be that of a person, a legal entity or a registered business name.

5.1.2 The address shall be that of the place of business which may be accompanied by a post office box number. A telephone number, email, website, social media page or QR code may be given in addition to the address.

5.2 Warranty coverage

The warranty shall include the initial provision of all consumable items in working order. Exclusion shall be specifically stated.

5.2.1 The terms, and the extent of the warranty shall be clearly stated including any conditions for repair and installation.

5.2.2 Consumable items shall be covered for the full duration of the warranty except for any consumable items that are specifically excluded by stipulation in the warranty from being covered.

5.2.3 The terms and conditions of the warranty shall not absolve the manufacturer and/or supplier from liability if a consumer suffers injuries as a result of using the product within its specified use and operating conditions.

5.3 Warranty performance

The warranty shall clearly establish the obligations of the manufacturer, agent, importer or retailer and shall include provisions for satisfying these undertakings within a reasonable period.

5.3.1 It may indicate if the guarantor will be responsible for replacing the article with a similar one to serve the consumer's needs during any period in which the original article is being repaired or serviced under warranty.

5.3.2 It shall indicate whether the guarantor will accept any responsibility for any loss or damage arising from any defect in the goods sold.

5.3.3 It shall indicate whether the guarantor will, if an article is found to be faulty: -

- (a) replace it free of charge, with a similar article;
- (b) replace it with other goods of similar value;
- (c) refund the full price for the goods, or part thereof;

- (d) be responsible for the cost of labour, parts or replacing any material used in the process of repair or servicing of the product.

5.3.4 It may indicate if the guarantor will undertake to maintain an adequate stock of spare parts sufficient to deal with foreseeable repairs or replacements.

5.3.5 Products that fall into a cycle of warranty/guarantee claims/complaints for the same defect shall be fully replaced or refunded upon agreement with the consumer.

5.3.5 Where different methods of fulfilling the warranty obligation exist, that is, either by repair, replacement of the product or refund, the warranty shall state who in Guyana shall determine which option shall apply and state any conditions relating to the different options.

5.3.6 The warranty shall state clearly whether it is a full warranty or a limited warranty. For a full warranty, the following shall apply: -

- (a) The warranty shall apply not only to initial purchasers of the product, but also to anyone who owns the product during the period the warranty is in force.
- (b) The defective product shall be repaired within a reasonable time, without any charge to the consumer, if it fails to comply with the warranty.
- (c) If the product is still defective after a reasonable number of attempts to fix it, the consumer shall be entitled to choose between a refund or a replacement of the product or component.

5.3.7 Where a refund is chosen, the warrantor shall be entitled to deduct from the refundable purchase price, an amount for reasonable depreciation based on actual use.

NOTE Warrantors may issue both full and limited warranties on the same product, as long as the two warranty types are clearly differentiated, e.g. some components may carry a full warranty, and other components a limited one. (See 4.4.1).

5.4 Duration of warranty

The duration of the warranty shall be stated and shall be a reasonable period, having regard to any description applied to the goods by the guarantor, the price received by the guarantor and any other relevant factors.

5.4.1 Where differing periods of warranty apply to any parts of the product, these parts and the differing periods of warranty shall be clearly indicated (**See NOTE**).

5.4.2 The manufacturer and/or supplier should take reasonable action to ensure that facilities for the repair of the product and the supply of spare parts of the product are available for the specified period of time after the product is supplied.

5.4.3 The date of commencement of the warranty shall be clearly stated. It shall be the date of purchase, delivery or installation as appropriate to the product. Where a warranty commences on a date other than the date of purchase, the warranty shall state how the commencement date of warranty shall be established.

5.5 Conditions to be met by the consumer

The warranty shall state any conditions that shall be met by the consumer in relation to the operation of the warranty.

5.5.1 It shall indicate any acts on the part of the consumer that may affect his rights under the warranty, such as negligence, misuse, incorrect installation or failure to follow instructions where it can be proven that failure resulted from inappropriate use by the consumer, e.g., putting diesel into a petrol-driven vehicle.

5.5.2 It shall state what costs, if any are to be met by the consumer in the event of a claim such as:-

- (a) transport of the product to or from the guarantor or his agent;
- (b) insurance of the product in transit to or from the guarantor or his agent.
- (c) cost of any service call where the product is found to be in good working order

5.5.3 Where the warranty does not indicate that any costs are to be met by the consumer, the warranty shall be interpreted to mean that all costs involved in a claim, will be met by the guarantor.

5.6 Conditions to be met by the guarantor

A manufacturer and/or supplier shall make available the product for inspection to the consumer at the point of supply before the product is supplied. Inspection by the consumer does not bar the consumer's right to enforce the warranty/guarantee and any statutory remedies.

The warranty shall state any conditions that shall be met by the guarantor in relation to the operation of the warranty.

5.6.1 It shall state whether it is applicable to the product itself or limited to the original purchaser.

5.6.2 It shall state any initial obligation accepted by the guarantor in the event of repetitive defects in the product.

5.6.3 It shall state the content of any warranty provided on any replacement parts or service provided under the warranty as required by **Clause 5.3** and **Clause 5.4**.

5.6.4 Provisions should be made to allow for online registration of consumer warranties/guaranties.

5.7 Warranty claim procedure

The warranty shall set out the steps that the consumer must take in making a claim under the warranty.

5.7.1 It shall clearly state the name and address in Guyana to which the product is to be sent, in the event of a warranty claim. A telephone number may be given in addition to, but not exclusive to such an address.

5.7.2 It shall clearly indicate a reasonable period of time within which claims shall be made, after the appearance of a defect.

5.7.3 A warranty/guarantee shall indicate what evidence is needed (e.g. invoice, receipt) as proof of ownership and date of purchase in the event of a claim. Where, the guarantor requires the invoice as proof of purchase in support of a claim, this shall be clearly stated in the guarantee.

6 Rights of Redress

6.1 Right of redress against suppliers

6.1.1 General

If any of the warranty/guarantee for supplying products fails to be fulfilled by the supplier, the consumer shall have the right to redress depending on the situations given in **Clause 6.1.2** and **Clause 6.1.3** (see **Appendix A.1**).

6.1.2 Failures that can be repaired

This subclause refers to failures that can be repaired or rectified within a reasonable period. In this respect, the following forms of redress are available to the consumer:

- a) repair or correction;
- b) curing any defect in title;
- c) replacing the product with a product of identical type – where the warranties/guarantees relating to the supply of product shall apply to the replacement product;
- d) providing a refund of any money paid or other consideration provided by the consumer in respect of the product where the supplier cannot reasonably be expected to repair or replace the product or cure any defect in title; and
- e) where the supplier refuses to repair within a reasonable time, the consumer may:
 - 1) repair the product elsewhere and obtain from the supplier all reasonable costs by having the failure repaired; or
 - 2) reject the product.

6.1.3 Failures that cannot be repaired

This subclause refers to failures that cannot be repaired or are too difficult to repair within a reasonable time, including substantial failure. Substantial failures in relation to goods, include that:

- a) a reasonable consumer would not buy the product if they know/realize the failure;
- b) the said product has significant differences from description, sample or demonstration model;
- c) the said product is not suitable for the purpose for which it is supplied; and
- d) the said product does not have the acceptable quality because it is unsafe.

With respect to faulty products that cannot be repaired, the following forms of redress are available to the consumer:

- a) reject the product;
- b) replacement; or
- c) obtain from the manufacturer and/or supplier compensation for any reduction in the value of the product below the price paid; and
- d) other damages for any loss or damage suffered by the consumer resulting from the failure.

6.2 Right of redress against manufacturers

6.2.1 General

If any of the warranty/guarantee fails to be fulfilled by the manufacturer, the consumer shall have the right to redress depending on the types of warranties/guarantees in reference to **Clause 6.2.2** and **Clause 6.2.3** (see **Appendix A.2**).

6.2.2 Implied warranties/guarantees

If any of the implied warranties/guarantees for the supplied products are not fulfilled by the manufacturer, the consumer may obtain damages:

- a) for the reduction in the value of the product resulting from the manufacturer's failure, that is, the reduction below the price paid by the consumer for the product; and
- b) for any other loss or damage to the consumer resulting from the manufacturer's failure, other than loss or damage through a reduction in the value of the product (delivery charges).

6.2.3 Express warranties/guarantees

If any of the express warranties/guarantees for supplying products failed to be fulfilled by the manufacturer, the consumer has the right to request the manufacturer to:

- a) repair the product;
- b) replace the faulty product with substantial similar product; or
- c) provide a refund of any money paid by the consumer.

6.3 Manufacturers' and suppliers' redress policy

For the convenience of the consumer to know the manufacturers' or suppliers' redress policy, the manufacturer and/or supplier shall prepare a summary that contains the following details:

- a) the time period within which the claim/complaint can be made;
- b) a brief outline of the claim/complaint procedure;
- c) the contact details of the manufacturer or supplier;
- d) the scope of the warranties/guarantees; and
- e) the procedure for online registration of a warranty/guarantee document.

7 Goods for which this warranty or guarantee should be used

7.1 These may include: vehicles, machines and tools; industrial and domestic, electrical and mechanical goods and appliances; jewellery, cameras and photographic equipment.

7.2 Warranties or guarantees complying with this standard may be used in connection with goods not mentioned in **Clause 7.1**

8 Conflict

8.1 In the event of a conflict between the provisions of this standard and the requirements of any Guyana Standard referring to particular goods, the latter shall prevail.

8.2 Where any law in Guyana makes a provision for the content of warranties or guarantees for goods which differ from this standard, the provisions of the law shall prevail.

Appendix A (Informative)

A.1 Right of redress against supplier

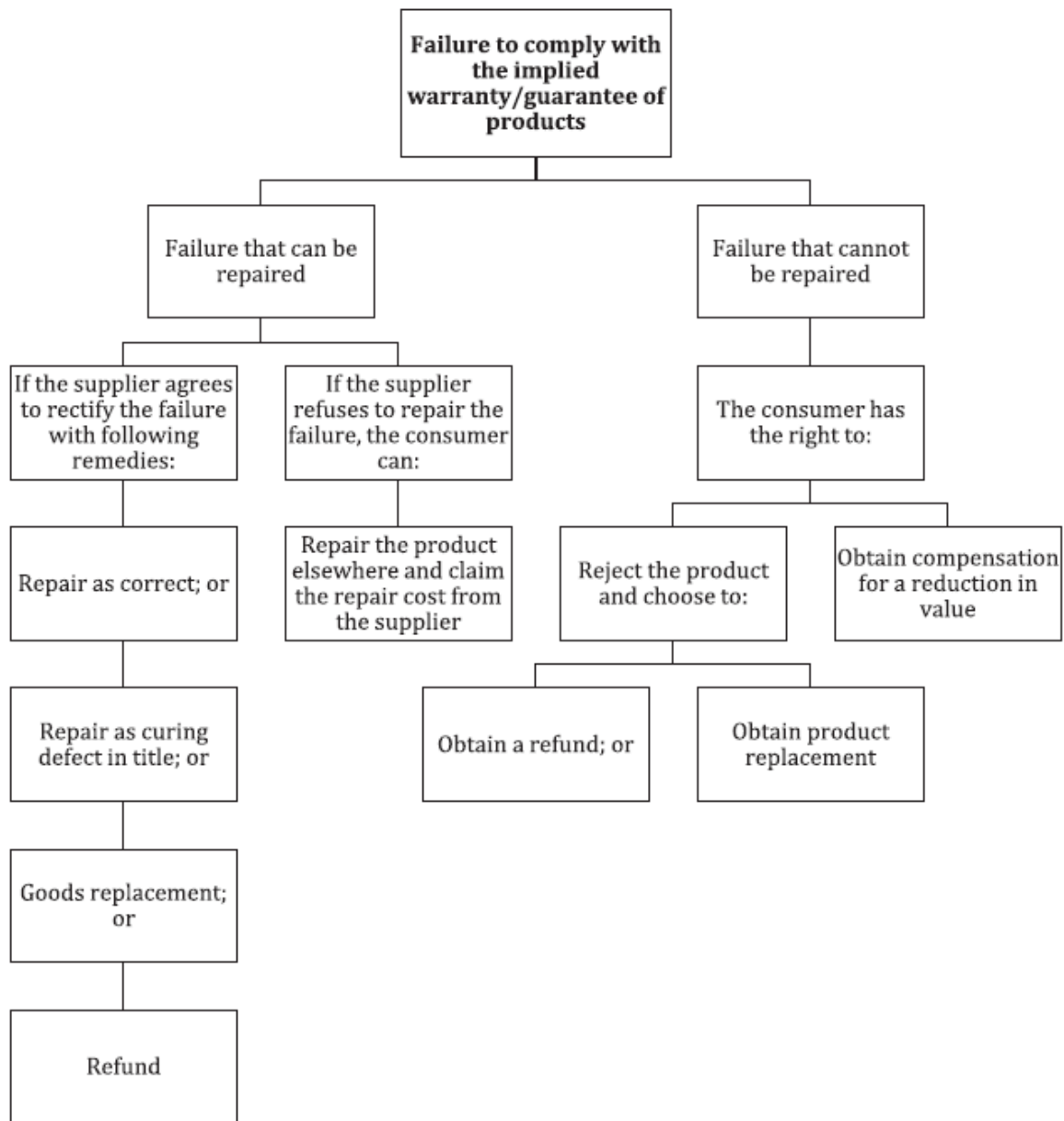


Figure 1
Flowchart of right of redress against supplier

A.2 Right of redress against manufacturer

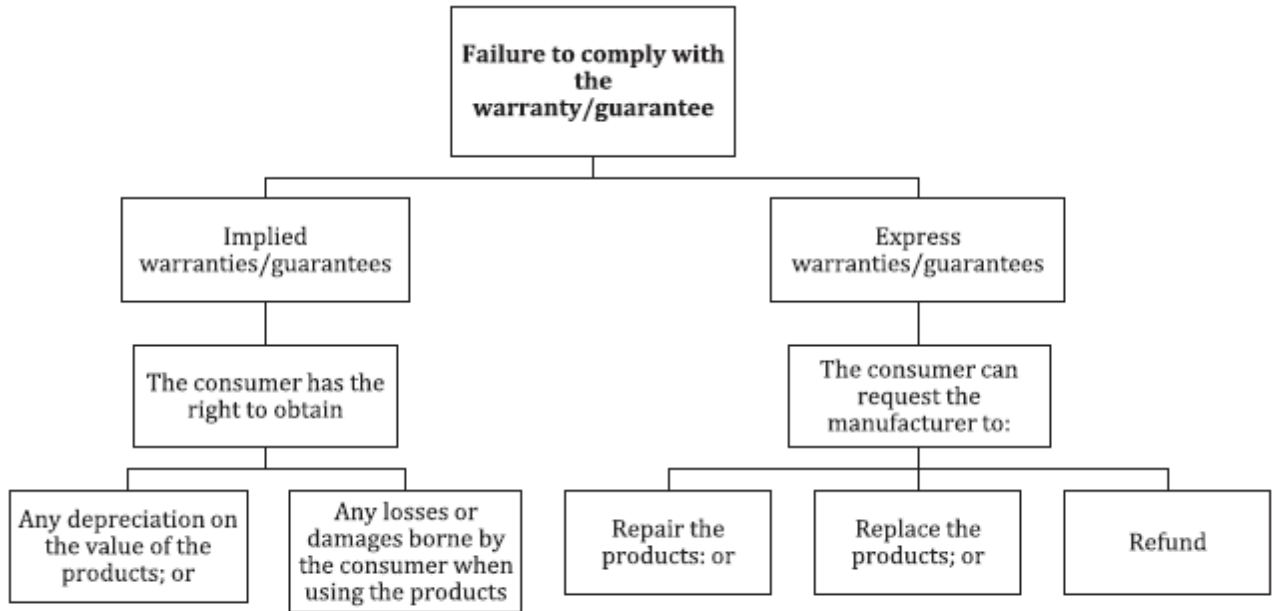


Figure 2

Flowchart of right of redress against manufacturer

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