



Australian  
Competition &  
Consumer  
Commission

# Your consumer rights

# Warranties

## For further information

Publications can be ordered through the ACCC Infocentre or downloaded from the ACCC website.

*Warranties and refunds*

*Your consumer rights: Warranties for services*

*Your consumer rights: Refunds*

## ACCC contacts

ACCC Infocentre: 1300 302 502

ACCC Indigenous Infoline: 1300 303 143

For information in languages other than English, call 131 450 and ask for 1300 302 502.

TTY service for people with hearing or speech difficulties: 1300 303 609.

[www.accc.gov.au](http://www.accc.gov.au)

## Important notice

The information in this brochure is for general guidance only. It does not constitute legal advice and cannot be relied on as a statement of the law relating to the *Trade Practices Act 1974*.

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# Your consumer rights

## Warranties



All consumer goods and services you buy have certain statutory warranties (also known as implied warranties, that is, taken as understood). These rights are set out in the *Trade Practices Act 1974* or in state fair trading laws. These rights cannot be refused, changed or limited (even in the fine print) by a retailer or supplier.

### Statutory warranties

The rights covered by statutory warranties are:

- undisputed ownership of the goods
- any service you buy must be carried out with due care and skill
- services and associated materials have to be fit for their purpose (they have to do what they are supposed to do).

These warranties may not apply if:

- the retailer or supplier told you, or you knew, there was money owing on the product or that it was otherwise encumbered
- you did not make clear what you wanted done
- you insisted on having the service carried out in a particular way and you did not like the result
- you asked that the materials be used in a way they would not be ordinarily used and you did not like the result.

### What are express warranties?

A retailer, manufacturer or supplier may make extra promises about a product or service. These extra promises can be made in writing or in person and, because they are stated or expressed, are known as 'express warranties'.

Express warranties do not affect your statutory rights and are in addition to statutory warranties.

Some examples of what a retailer, manufacturer or supplier may call an express warranty include:

- extended warranty
- store warranty
- manufacturer's warranty
- voluntary warranty
- money-back guarantee
- store refund policy
- store exchange policy
- verbal promises made by the retailer or supplier.

If the retailer or supplier makes these promises to you, they must keep them.

If those rights are breached, you may be able to have the goods repaired or replaced, or seek payment for the cost of repair, replacement or resupply of the goods or services.

### An example of an express warranty—extended warranties

#### Extended warranties:

- usually cover repair and maintenance for a set period (for example, a three-year extended warranty on top of a one-year store warranty for a television)
- may not cover everything. Always check the fine print. If you do not follow the terms and conditions exactly, you may not be able to rely on an extended warranty.

Check that the benefits are worth the extra money and that the extended warranty does not simply repeat items covered under a statutory one.

Retailers or suppliers must not mislead or deceive you about the real benefits of extended warranties or your need for them.