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## Guidelines on consumer warranties/ garantees

*Lignes directrices concernant les droits et garanties aux  
consommateurs*

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## Foreword

ISO (the International Organization for Standardization) is a worldwide federation of national standards bodies (ISO member bodies). The work of preparing International Standards is normally carried out through ISO technical committees. Each member body interested in a subject for which a technical committee has been established has the right to be represented on that committee. International organizations, governmental and non-governmental, in liaison with ISO, also take part in the work. ISO collaborates closely with the International Electrotechnical Commission (IEC) on all matters of electrotechnical standardization.

The procedures used to develop this document and those intended for its further maintenance are described in the ISO/IEC Directives, Part 1. In particular, the different approval criteria needed for the different types of ISO documents should be noted. This document was drafted in accordance with the editorial rules of the ISO/IEC Directives, Part 2 (see [www.iso.org/directives](http://www.iso.org/directives)).

Attention is drawn to the possibility that some of the elements of this document may be the subject of patent rights. ISO shall not be held responsible for identifying any or all such patent rights. Details of any patent rights identified during the development of the document will be in the Introduction and/or on the ISO list of patent declarations received (see [www.iso.org/patents](http://www.iso.org/patents)).

Any trade name used in this document is information given for the convenience of users and does not constitute an endorsement.

For an explanation of the voluntary nature of standards, the meaning of ISO specific terms and expressions related to conformity assessment, as well as information about ISO's adherence to the World Trade Organization (WTO) principles in the Technical Barriers to Trade (TBT) see [www.iso.org/iso/foreword.html](http://www.iso.org/iso/foreword.html).

This document was prepared by Project Committee ISO/PC 303, *Guidelines on consumer warranties and guarantees*.

Any feedback or questions on this document should be directed to the user's national standards body. A complete listing of these bodies can be found at [www.iso.org/members.html](http://www.iso.org/members.html).

## Introduction

The rapid globalization of production and the shift in manufacturing and distribution systems has created a new need for consumer protection. The internet and mobile telephones have revolutionized the way the business is conducted. The increased usage of the internet has had a great impact on developed and developing countries. Nearly all countries are experiencing a high demand of e-commerce activities. This new phenomenon has led to the disparity of knowledge between traders and consumers. The advancement of technology has placed at the disposal of consumers a range of complex and sophisticated products, consumable and non-consumable. To protect consumers against faulty products requires the design of new measures.

Rapid expansion of developing economies has led to the inclusion of millions of new consumers in the global market. While this is of great benefit to the standard of living of those consumers, the levels of protection they receive from consumers' law and good business practices is much lower than that received by consumers in the developed world.

The economic importance of product warranties/guarantees is to provide protection against unsatisfactory performance of products. They state that products meet a level of quality and performance that would be reasonable to expect, given their price and description. Traditionally, warranties and guarantees provide less than full insurance by manufacturers and/or suppliers against faulty products and this serves as risk-sharing between consumers, manufacturers and/or suppliers.

Manufacturers, for example, give warranties/guarantees to suppliers, who, in turn, give the same warranties/guarantees to consumers. In this way, all parties connected with the supply of a product are given protection. In addition, manufacturers and/or suppliers often give express warranties/guarantees directly to consumers as an incentive to buy their products. Warranties/guarantees help to improve the quality of products and can be used as a competitive tool in the marketplace.

Warranties/guarantees state exactly what is covered and what is not covered, the time frame of coverage and what manufacturers and/or suppliers expect of consumers. In addition, warranties/guarantees state the remedies offered by the manufacturer and/or supplier to consumers in the event of product failure.

This document can play a significant part in assisting manufacturers and suppliers in understanding their responsibilities towards consumers while, at the same time, equipping consumers with the sense of their rights to safe, durable and well-performing products. This document is intended to enhance and promote confidence in the products supplied by the manufacturer and supplier.

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# Guidelines on consumer warranties/guarantees

## 1 Scope

This document specifies the form and content of warranties/guarantees that a manufacturer and/or supplier can use to address reasonable expectations of products by consumers.

This document is applicable to transactions between businesses and consumers of new and used products, including online transactions. This document is also applicable to products associated with services to complete a transaction (such as, buying clothes that need alteration).

## 2 Normative references

There are no normative references in this document.

## 3 Terms and definitions

For the purposes of this document, the following terms and definitions apply.

ISO and IEC maintain terminological databases for use in standardization at the following addresses:

- ISO Online browsing platform: available at <https://www.iso.org/obp>
- IEC Electropedia: available at <http://www.electropedia.org/>

### 3.1

#### **business**

undertaking carried out for profit in the course of which products are acquired or supplied whether at a price or otherwise

### 3.2

#### **consumer**

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

[SOURCE: ISO 26000:2010, 2.2]

### 3.3

#### **consumer product**

*product* (3.8), including *digital content* (3.4), designed and produced primarily for, but not limited to, personal use, including its components, parts, accessories, instructions, packaging and labelling

[SOURCE: ISO 10377:2013, 2.2, modified – addition of 'including digital content']

### 3.4

#### **digital content**

data which are produced and supplied to a consumer in digital form

### 3.5

#### **exclusion**

#### **limitation of liability**

terms in a *warranty/guarantee* (3.15) by which a *manufacturer* (3.6) or *supplier* (3.13) seeks to exclude or limit all or some of their liabilities

3.6

**manufacturer**

natural or legal person with responsibility for the design, manufacture, packaging and labelling of a *product* (3.8) before it is placed on the market under their own name, regardless of whether these operations are carried out by that person themselves or on their behalf by a third party

[SOURCE: ISO 19054:2005, 3.8, modified – use of 'his' and 'himself' replaced with gender neutral language.]

3.7

**online transaction**

transaction between *business* (3.1) and *consumer* (3.2) that is conducted through the internet

3.8

**product**

manufactured article intended for a *consumer* (3.2)

3.9

**perishable product**

delicate commodity with a limited storage life

3.10

**non-perishable product**

commodity not subject to rapid deterioration or decay

3.11

**redress**

relief or *remedy* (3.12) available to a *consumer* (3.2) against a *manufacturer* (3.6) or *supplier* (3.13) for a faulty *product* (3.8)

3.12

**remedy**

means of enforcing a right to bring a *manufacturer* (3.6) or *supplier* (3.13) to account if a *product* (3.8) fails to meet the requirements of a *warranty/guarantee* (3.15)

3.13

**supplier**

organization or person who provides a *product* (3.8) to a *consumer* (3.2)

3.14

**unfair term**

standard term contrary to the requirement of good faith, which causes a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the *consumer* (3.2)

EXAMPLE Clauses such as 'goods are sold on as is basis', 'monies paid are not refundable' and 'goods sold are not returnable'.

3.15

**warranty**

**guarantee**

enforceable promise given by *manufacturer* (3.6) or *supplier* (3.13) to a *consumer* (3.2) to properly repair, replace or refund a faulty *product* (3.8) and if the repair is not satisfactory the consumer has the right to replace or refund

3.16

**express warranty**

**express guarantee**

terms which are clearly stipulated in the *warranty/guarantee* (3.15) document

**3.17****extended warranty  
extended guarantee**

prolonged *warranty/guarantee* (3.15) offered by the *manufacturer* (3.6) or *supplier* (3.13) to the *consumer* (3.2) in addition to the standard warranty period

**3.18****implied warranty  
implied guarantee**

*warranty/guarantee* (3.15) not explicitly stated but implied by the contract or stipulated by legislation

**3.19****statutory warranty  
statutory guarantee  
mandatory warranty  
mandatory guarantee**

obligatory *warranty/guarantee* (3.15) specified in legislation

**3.20****vulnerable consumer**

*consumer* (3.2) who could be at greater risk of harm from *products* (3.8) due to their age, level of literacy, physical condition or limitations, or inability to access product safety information

[SOURCE: ISO 10377:2013, 2.3]

**4 Purpose and principles**

Businesses are responsible for the safety, durability and performance of their products, whilst complying with applicable laws and adhering to international norms of behaviour. The purpose of this document is to help manufacturers and/or suppliers to develop, implement and improve product warranties/guarantees. Warranties/guarantees should protect the consumer from product defects.

Manufacturers and/or suppliers should demonstrate their commitment to consumer warranties/guarantees by adhering to the principles set out in this document. These principles include the following:

- a) developing, implementing and maintaining appropriate consumer product standards to ensure consumer protection in relation to product safety, performance and durability;
- b) making a commitment to the prompt and effective implementation of remedies when a consumer product fails to conform to the expected safety, performance and durability;
- c) promoting a product quality culture among manufacturers and/or suppliers by establishing manufacturing standards that support the terms in the warranties/guarantees; and
- d) establishing processes to maintain compliance with all applicable laws, regulations and standards, such as those defined in ISO 10002.

**5 General requirements****5.1 Status of warranty/guarantee****5.1.1 Pre-condition for registration**

A warranty/guarantee shall not require the consumer to pay a fee (as opposed to an extended warranty/guarantee where registration and fees may be applicable). However, it shall indicate what evidence is needed (e.g. invoice, receipt) as proof of ownership and date of purchase in the event of a claim.

### 5.1.2 Registration of warranty/guarantee

A manufacturer and/or supplier should establish, where appropriate, online registration for consumer warranties/guarantees. A consumer who has such facilities to register their purchase online shall not be required to send the warranty/guarantee card to the manufacturer or supplier in order to secure coverage of the warranties/guarantees.

### 5.1.3 Infringement of statutory rights

A warranty/guarantee shall not purport to restrict a consumer's statutory rights to redress, nor purport to limit the manufacturer and/or supplier's statutory liability.

### 5.1.4 Transferability of warranty/guarantee

Rights conferred in the warranties/guarantees shall be transferred to a consumer who acquires the title from the original purchaser by way of sale/gift.

## 5.2 Terms of warranty/guarantee

### 5.2.1 Language

The terms of a warranty/guarantee shall be expressed in plain language corresponding to the place where the goods are supplied. The terms shall be expressed in a clear, comprehensible and prominent way.

### 5.2.2 Disclosure

The warranty/guarantee provisions shall clearly disclose all material information.

### 5.2.3 Explanation of warranty/guarantee

Additional measures shall be implemented by the manufacturers and/or suppliers to communicate and explain terms to vulnerable consumers.

### 5.2.4 Warranty/guarantee document

Warranty/guarantee documents shall be formalized through a printed or printable document by the manufacturers and/or suppliers. The warranty/guarantee document is a commitment by the manufacturers and/or suppliers that the product shall meet the reasonable expectation of consumers during the stipulated period of warranty/guarantee, which shall include the terms of remedies in the event of a fault.

### 5.2.5 Claims/complaints

The warranty/guarantee shall state where and how the consumers should make a claim/complaint to seek redress (e.g. with the local agent, manufacturer or supplier) including contact information such as a phone number or website address.

## 5.3 Duration of warranty/guarantee

### 5.3.1 Perishable product

The warranty/guarantee period shall correspond with the shelf life (date of purchase to the expiry date) of a perishable product.

### 5.3.2 Non-perishable product

The duration of the warranty/guarantee for non-perishable products shall be clearly stated and, in the case of warranty/guarantee of a specified duration, the starting date shall be the date of purchase and not the date of manufacture.

## 5.4 Breach of warranty/guarantee

### 5.4.1 Details of breach

A warranty/guarantee shall clearly state the elements of safety, performance and durability which are warranted/guaranteed.

### 5.4.2 Process to resolve the breach

The warranty/guarantee should state the claims/complaints procedure to be used by the consumer.

### 5.4.3 Recurrent defects

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.

## 5.5 Exclusion of warranty/guarantee

### 5.5.1 Exclusion/limitation of liability

Exclusion of liability by the manufacturer and/or supplier shall be reasonable and shall be clearly specified. It may be acceptable to allow exclusions where it can be proven that the failure resulted from inappropriate use by the consumer, e.g., putting diesel into a petrol-driven vehicle.

### 5.5.2 Unfair terms

Warranties/guarantees shall not contain unfair terms.

The terms and conditions shall not absolve the manufacturer and/or supplier from liability in the event that a consumer suffers injuries as a result of using the product.

## 6 Categories of warranties/guarantees

### 6.1 General

In all contracts for the supply of products, consumers should be protected by a number of implied and express warranties/guarantees. The warranties/guarantees are given in [6.2](#) through [6.9](#).

### 6.2 Warranty/guarantee as to title/legal rights

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

### 6.3 Warranty/guarantee as to quality

Products shall be of acceptable quality – they must meet a level of quality and performance that would be reasonable to expect, given their price and description. They shall also be free from defects that were not obvious at the time of purchase.

#### 6.4 Warranty/guarantee as to fitness for particular purpose

- a) The products shall be fit for any particular purpose that the consumer makes known, expressly or by implication, to the manufacturer and/or supplier as the purpose for which the product is being acquired by the consumer; and
- b) the products shall be fit for any particular purpose for which the manufacturer and/or supplier represents that they are, or will be, fit.

#### 6.5 Warranty/guarantee that products comply with description

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

#### 6.6 Warranty/guarantee that products comply with sample

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

#### 6.7 Warranty/guarantee as to repairs and spare parts

The manufacturer and/or supplier shall specify the duration of the warranty/guarantee as to repair and provide spare parts. 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 so supplied.

#### 6.8 Warranty/guarantee as to inspection

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.

#### 6.9 Express warranty/guarantee

A manufacturer 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, or
- e) the return of money or other consideration should the product not meet any undertaking by the manufacturer,
- 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.

## 7 General requirements

### 7.1 Right of redress against suppliers

#### 7.1.1 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 [7.1.2](#) and [7.1.3](#) (see Annex [A.1](#)).

#### 7.1.2 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; or
- b) curing any defect in title; or
- 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; or
- 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; or
- 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 in having the failure repaired; or
  - 2) reject the product.

#### 7.1.3 Failures that cannot be repaired

This subclause refers to failures that cannot be repaired or are too difficult to be repaired 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;
- 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; or
- 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.

## 7.2 Right of redress against manufacturers

### 7.2.1 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 7.2.2 and 7.2.3 (see Annex A.2).

### 7.2.2 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).

### 7.2.3 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.

## 7.3 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.