

On the warranty of goods

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Translated by machine translator

The word “guarantee” is different from the interpretation of the word provided by the law, and therefore often the consumer does not even seek to make full use of his rights.

The law states that, at the same time as you purchase a goods or service, you are entitled to present to the seller claims regarding non-compliance with the terms of the contract within two years from the date of the purchase. . You obtain this right even if the seller does not inform you about it or indicates that you have such a right for a period of less than two years.

For example, if you ask: How long is the warranty time for footwear? - you'll get an answer: one month, then such an answer does not exclude your right to claim claims within two years. All you need to do is keep a business-proof document, a purchase (cash) check, a strict accounting receipt or a bank payment order.

The Law stipulates that “The guarantee is the free promise of the manufacturer or the seller to repay to the consumer the amount of money paid for the goods or cases, to swap the goods or cases for the corresponding goods or case, to rectify the non-conformity of the goods or cases or to perform other activities without consideration, if the goods or cases do not correspond to the characteristics given in the guarantee or advertising”.

The guarantee shall be given in writing and shall be freely available before the purchase of the goods or the receipt of the service and shall clearly indicate the conditions for claiming the guarantee, as well as the term of the guarantee, the period covered by the guarantee, the name of the guarantor (firm), the name, surname and address of the guarantor. . The guarantee should also indicate that the consumer has rights in accordance with regulatory enactments and that the guarantee does not affect those rights. If the guarantee does not comply with these requirements, it does not affect the validity of the guarantee and the consumer is entitled to require that the guarantee be fulfilled.

Interested in the guarantees offered by the manufacturer, seller or service provider should be interested in before the purchase of the goods or the service is obtained.

Remember! The guarantee is an additional obligation borne by its employer. . The law gives consumers the right to claim claims for poor quality goods/services within a specified time after the purchase of the goods/service.

It is also important to know that the guarantee cannot be claimed – it is a voluntary commitment by the seller or service provider, so the same item may have different warranty terms in different shops.

You have the right to request that the seller be given the opportunity to familiarise yourself with the product guarantee document prior to the purchase of the item.

As can be seen, according to the definition of the guarantee, no undertaking giving the consumer less rights than required by law will be considered as a guarantee. Such practices in footwear trade are very common: guarantees are offered in great favour, with only time limits, monthly, two months in length. It's consumer deception. . According to the Consumer Rights Protection Act, such practices are prohibited - the said promise is not a guarantee, because under the law the consumer can apply for a claim within two years.

It is in your interest to find out:

- whether a guarantee is given at all;
- who will be the guarantor;

what the duration and extent of the guarantee will be;

what the terms of the guarantee will be.

Remember! A written or oral statement by the manufacturer, seller or service provider that the guarantee for the product or service you choose is two years is not a guarantee under the Consumer Rights Protection Act, as you already have the right to apply for a claim for a product or service deficiencies within two years from the date of purchase of the product or receipt of the service.

The guarantee is only binding on its giver!

<https://www.ptac.gov.lv/en/warranty-goods>