

Damaged good - what to do?

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There are cases, when service, that just have been received, or commodity, that just have been bought, shows some defect. That is why first thing that must be done after buying service or commodity, is to save check or other payment verifying document. If there is case, when purchased commodity or received service is not in compliance with provisions of the contract*, then please examine problem solving scheme given below.

ADDRESS TRADER OR SERVICE PROVIDER WITH VERBAL COMPLAINT

Trader or service provider refuses to satisfy your verbal complaint.

You are able to reach an agreement with trader or service provider, which is favorable to both sides.

IF DISPUTE IS NOT RESOLVED THEN...

ADDRESS TRADER OR SERVICE PROVIDER WITH WRITTEN COMPLAINT

If there is no reply, it is concluded that trader or service provider refuses to satisfy the claim.

In 15 working days, the trader or service provider gives a written reply, and informs of the potential way of carrying out the complaint or solving the dispute.

If the claim is not justified, another solution can be offered. The consumer shall be informed in writing. The refusal must be justified.



IF THE TRADER OR SERVICE PROVIDER REFUSES TO SATISFY THE CLAIM OR CONSUMER IS NOT SATISFIED WITH THE SOLUTION THE CONSUMER CAN TURN TO:

Consumer Rights Protection Center to receive assistance.

Out of court solver, if such has been established.

Court

Commission for Solving the Consumer Disputes, if the assistance by Consumer Rights Protection Center has not ensured results.

Consumer has rights to raise a claim about good or service, which is not in compliance with provisions of the contract, during 2 years from the day of purchase of good or receiving of service. The consumer shall submit a statement of claim to the trader or service provider within two months from the day when non-conformity of the good or service was discovered.

If consumer has bought a good, which is not in compliance with provisions of the contract, then consumer has rights to raise a claim to trader with one of following actions:

rectification of the non-conformity of the goods with the provisions of the contract;

exchange of the goods for such goods, with which conformity with the provisions of the contract would be ensured;

appropriate reduction of the price of the goods;

revocation of the contract and repayment to the consumer of the amount paid for the goods.

Firstly the consumer is entitled to request rectification or exchange, except where it is not possible or disproportionate.

The consumer is entitled to request reduction of the price or repayment of money, if the trader within a reasonable time period has not repaired the good or has not exchanged it.

If non-conformity of goods with the provisions of a contract is discovered within six months after the purchase of good, it shall be considered that it existed on the day when the good was purchased.

Take into account!

The Consumer Rights Protection Law does not distinguish consumer rights if a new or second-hand product has been purchased. The Consumer Protection Law stipulates that the consumer has the right to submit a complaint to the trader within two years about purchased goods that are not conforming to the provisions of a contract, both if a new product has been purchased and if the consumer has purchased a second-hand product. The information provided by the trader regarding the submission of claims for a period shorter than two years if the second-hand goods have been purchased, for example within six months from the date of purchase, is not binding on the consumer.

Consumer rights also applies to second-hand goods!

At the same time, attention should be paid to the description of the second-hand goods, or the information provided about the goods by the seller. Before selling a second-hand goods, the trader must inform the consumer of any defects, if there are any. On the other hand, if the trader has not informed the consumer about these defects, then the trader is responsible for the goods non-compliance to the provisions of a contract in accordance with the Consumer Rights Protection Law.

The trader is responsible for the defects of second-hand good, if trader has not informed the consumer about them!

If consumer has received a service, which is not in compliance with the provisions of the contract, then consumer has rights:

firstly to request that the service provider rectifies non-conformity with the provisions of the contract of the provided service free of charge;

if it is not possible, then consumer is entitled to request reduction of the price or request that the service provider repays the amount of money paid for the service accordingly.

*not in compliance with the provisions of the contract –

goods - with manufacturing defects, do not fit for the purposes for which the consumer has chosen the goods or for purposes for which goods are generally used, goods do not conform to the description and characteristics.

services - content of the service does not conform to the contract or is not provided with professional diligence, the service does not conform to the requirement for such services.

<https://www.ptac.gov.lv/en/damaged-good-what-do>