

# GUIDE TO AUSTRALIAN CONSUMER GUARANTEES 2024

AN INDUSTRY PERSPECTIVE



**TMA** TRACTOR AND  
MACHINERY  
ASSOCIATION  
OF AUSTRALIA



## Disclaimer

This guide is current as at February 2024. The protections under the Australian Consumer Law only apply to consumer transactions. There may be protection for non-consumer transactions under State-based Sale of Goods legislation.

This guide is intended for informational purposes only. It does not constitute legal advice, and should not be relied on as a statement of the law in any jurisdiction. You should obtain professional advice if you have any specific concern.

The information provided herein relates to the Australian Consumer Law as it applies to the agriculture industry. While all efforts have been made to ensure the accuracy and completeness of the information at the time of publication, the Tractor and Machinery Association of Australia (TMA) does not make any guarantees regarding the accuracy, currency or completeness of that information.

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# INTRODUCTION

In today's fast-evolving agricultural landscape, the reliance on machinery and equipment has never been more critical. However, with this dependency comes the risk of encountering defective products that can hinder productivity and inflict significant financial strain. Understanding the legal rights and protections available under the Australian Consumer Law (ACL) is essential, especially for anyone involved in the agriculture industry. This guide, brought to you by the Tractor and Machinery Association of Australia (TMA), aims to navigate the complexities of the ACL as it pertains to the industry, ensuring that businesses and individuals are well-informed of their entitlements and the obligations of manufacturers and suppliers.

The Australian Consumer Law, which is part of the Competition and Consumer Act 2010, offers a fundamental set of guarantees for consumers buying goods and services from Australian businesses, including suppliers, importers, and manufacturers. These guarantees are in place to ensure you get what you pay for. If a product or service falls short of these guarantees, you're entitled to a solution.

Depending on the situation, this solution could be a repair, replacement, refund, or the service being provided again. It's important to note that these consumer guarantees apply to purchases made on or after 1 January 2011. For items bought before this date, the preceding laws are applicable.





While it's important to be aware of your rights, it's also crucial to understand that the law seeks to balance fairness between consumers and sellers. It's not designed to cover situations where problems arise from a consumer's own negligence or when their expectations are unreasonable.

By understanding the protections offered under the ACL, you can ensure that your rights as a consumer are upheld, contributing to a fairer and more efficient marketplace.

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## QUICK FACTS

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- Under Australian Consumer Law, when you buy, hire or lease goods, or buy a service, the product or service you purchase comes with automatic consumer guarantees that they will work and do what you paid for.
- Consumer guarantees come from the Australian Consumer Law (ACL) within Schedule 2 of the Competition and Consumer Act 2010 (Cth). The Act covers product safety and labelling, unfair market practices, and price monitoring.
- The goal of the Act is to improve the well-being of Australians by encouraging competition and fair trading, along with offering consumer protection. It safeguards consumers and curbs potentially unfair practices by businesses.
- The ACL applies nationally, in all States and Territories, and to all Australian businesses.
- The ACL is administered and enforced by the Australian Competition and Consumer Commission (ACCC), and State and Territory consumer protection agencies.

### ADDITIONAL RESOURCES:

- o [Australian Consumer Law website](#)
- o [ACCC website](#)
- o [Consumer Affairs Victoria website](#)

## 2. KEY CONCEPTS AND DEFINITIONS

Key concepts and definitions are foundational to understanding the ACL's scope, identifying what products and services are protected, the differences between a warranty and a consumer guarantee under the law, and lots more. The distinctions are crucial as they determine the obligations owed and the rights afforded.

**Products sold in Australia must be of acceptable quality; that is, they must:**

- be safe, lasting, without faults;
- look acceptable;
- do all the things someone would normally expect them to do.

**Businesses must provide these automatic guarantees**

regardless of any other warranties they give or sell you. If a business fails to meet any of these guarantees, you have the right to:

- a repair, replacement or refund;
- cancel a service;
- reimbursement for damages and loss.



### What products and services are guaranteed?

Businesses must guarantee products and services they sell, hire or lease for:

- under \$100,000 (or \$40,000 for goods and services supplied prior to 1 July 2021)
- over \$100,000 (or \$40,000 for goods and services supplied prior to 1 July 2021) that are normally bought for personal or household use (for example, a car or boat).
- Second-hand products from businesses, taking into account age and condition, are covered, as are sale items and online products/services bought from Australian businesses.
- Business vehicles and trailers are also covered, regardless of cost, if they are used mainly to transport goods.



## The difference between a consumer guarantee and a warranty:

A consumer guarantee is an automatic right given to consumers buying a product or service. By exchanging money for the product/service, consumers are entitled to a product/service that is safe and without fault, that looks acceptable and performs as expected. If the product/service does not, consumers have a right to a repair, replacement or refund.

A warranty is a voluntary promise or commitment made by the business selling the product/service to you. When you buy the product/service, the warranty becomes a right. It operates in addition to a consumer guarantee.



## Exceptions to Guarantees

Consumer guarantees do not apply if you:

- misused a product in any way that caused the problem;
- got what you asked for but changed your mind or saw it cheaper elsewhere;
- knew of or were made aware of the faults before you bought the product;
- bought a one-off item from a private seller, for example at a garage sale or fete;
- plan to on-sell or change the product so that you can re-supply it as a business.

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"Warranties offered by sellers are a promise about the quality or lifespan of a product, but automatic consumer guarantees are your inherent rights under the law, ensuring products must work and do what you asked for, regardless of any additional warranty."

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# Definitions

## Manufacturers

Persons who:

- grow, extract, produce, process or assemble goods;
- hold themselves out to the public as the manufacturer;
- apply a business name, brand or trade mark to goods they supply;
- import goods into Australia where the real manufacturer is based overseas.

Owes some guarantees to consumers.

Liable to indemnify suppliers in some circumstances.

## Suppliers

Persons who:

- supply goods or services to consumers.

Owes almost all of the guarantees to consumers.

Can seek indemnification from the manufacturer in some circumstances.

Can seek to limit liability to repair or replace even if purchased for less than \$100,000 if the goods were purchased for business use.

## Consumers

Persons who acquire goods where:

- the price paid/payable for the goods is not more than \$100,000;
- the goods were of a kind ordinarily acquired for domestic, personal or household use (e.g. lawnmowers, toasters, etc.);
- A person is also a consumer if the goods they acquired consisted of a vehicle or trailer acquired for use principally in the transport of goods on public roads\*.

Does not include persons who acquire goods for the purpose of resupply, to use them up, or transform them, in trade or commerce, in production or manufacture, or to repair other goods.

### \* Note

This is a subjective requirement. If a vehicle is capable of use in the transport of goods on public roads, there is a rebuttable presumption that its acquisition is a consumer transaction (the supplier can rebut this presumption by producing a declaration of the consumer's proposed use obtained at the time of sale).

Goods include (s 2): (a) ships, aircraft and other vehicles; (b) animals, including fish; (c) minerals, trees and crops, whether on, under or attached to land or not; (d) gas and electricity; (e) computer software; (f) second-hand goods; and (g) any component part of, or accessory to, goods.



## DEFINITIONS - EXAMPLES

### Manufacturers

- The Wheat Growers Co Pty Ltd grows wheat and processes it into flour.
- Quality Wood Pty Ltd imports furniture from an overseas manufacturer.
- The Furniture Barn Pty Ltd buys furniture from Oregon Timber Pty Ltd and rebrands it with the Furniture Barn brand.
- Hardcore Disk Co Pty Ltd assembles computer parts.

### Consumers

- Nigel buys a personal computer for \$110,000.
- Tandem Marketing Pty Ltd buys \$40,000 of furniture for its office.

#### **NOT Consumers:**

- The Bread Co Pty Ltd buys flour to bake
- Merrin buys computer parts to use up in her computer repair business.

### Suppliers

- The Wheat Grower Co Pty Ltd sells its flour to supermarkets, but also online directly to consumers.
- HouseMart buys furniture from Oregon Timber Pty Ltd, and sells it to consumers.
- The Furniture Barn Pty Ltd sells its furniture directly to consumers.
- Electrico buys Hardcore Disk Co computer parts and sells them to consumers.



# 3. MISLEADING OR DECEPTIVE CONDUCT

Misleading or deceptive conduct covers a broad range of actions, including false statements about goods' quality or availability of spare parts, and the failure to correct misunderstandings. This section outlines the liability that businesses and individuals face for such conduct, highlighting the importance of transparency and honesty in all dealings.

## What conduct is caught?

- Any conduct likely to mislead or deceive – whether or not anyone was actually mislead or deceived.
- Intention is irrelevant – ignorance of the law or the fact that it was a mistake are not defences.
- Silence may lead to misleading or deceptive conduct.

## Examples include:

- Statements about the rights of consumers;
- Statements about the performance or other characteristics of goods;
- Statements about the availability of servicing or spare parts;
- Failure to correct the record when a person clearly misunderstands a representation made.

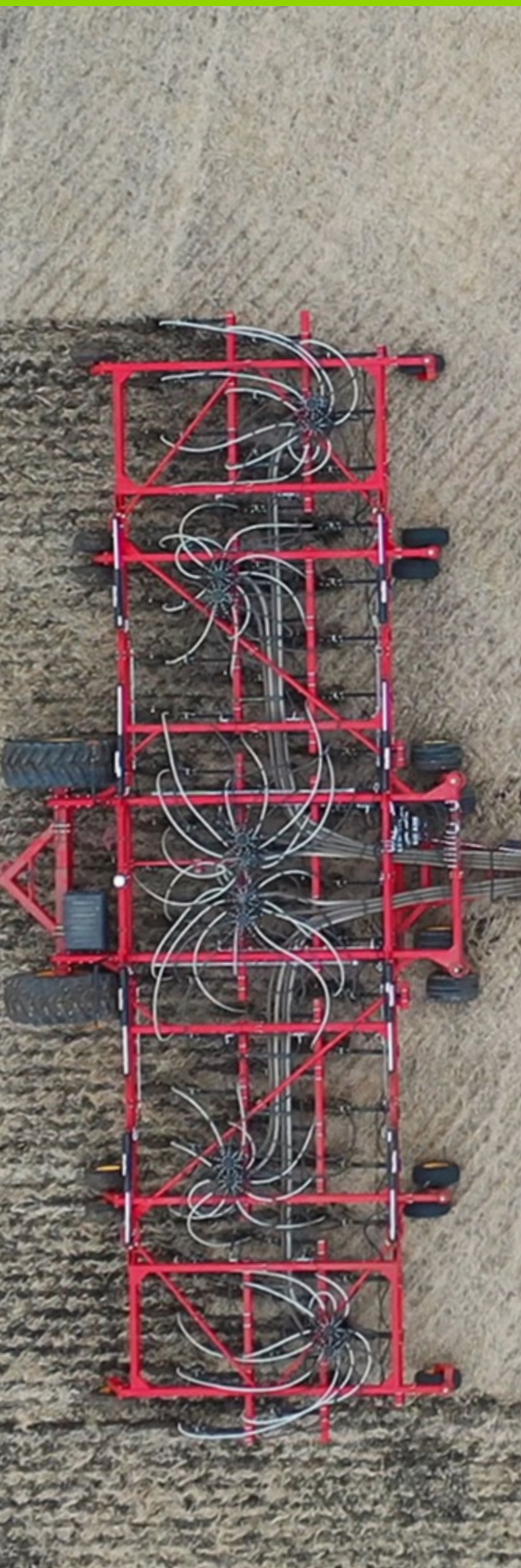
## Who is liable?

- Businesses and people – a person who has suffered loss or damage can go after any corporation or person that was involved.
- Higher threshold for personal liability – someone must have intentionally participated and had actual knowledge.





# MISLEADING OR DECEPTIVE CONDUCT EXAMPLES



## **Example #1**

A supplier's terms and conditions include a section titled 'NO GUARANTEES'. The clause states that the consumer has no rights to refunds or replacements. At the end, the clause states that it is subject to applicable law.

## **Example #2**

Customer engages a supplier to fit an aftermarket accessory to a vehicle. Customer repeatedly asks the supplier whether, once fitted, the vehicle could be lawfully driven on public roads. Supplier never answers directly, only ever says: "Don't worry, we'll install the unit easy as pie. Your vehicle is perfect for it!". Here the supplier induces, by silence, a misrepresentation that the vehicle would be able to be driven lawfully on public roads once the unit is installed.

## **Example #3**

An employee of a vehicle supplier tells a consumer they are not entitled to receive a refund or replacement for their defective vehicle, because they did not elect to purchase extended warranty coverage.

## **Example #4**

An employee tells a consumer they are not able to receive a refund or replacement for their defective vehicle, because the manufacturer's warranty has expired.

## 4. CONSUMER GUARANTEES

### OVERVIEW

ACL Section	Guarantee	Expectation	Supplier/ Manufacturer
51	Guarantee as to Title	The supplier of the goods has the right to dispose of the property in the goods when the goods pass to the consumer	Supplier
52	Guarantee as to Undisturbed possession	The consumer has the right to undisturbed possession of the goods.	Supplier
53	Guarantee as to security	The goods are free of any undisclosed security, charge or encumbrance.	Supplier
54	Guarantees as to acceptable quality	The goods are of 'acceptable quality'.	Supplier and Manufacturer
55	Guarantee as to fitness for any disclosed purpose.	The goods are reasonably fit for: (i) a purpose for which the supplier represents they are fit; or (ii) a purpose that the consumer (expressly or impliedly) makes known to the supplier or manufacturer.	Supplier
56	Guarantee to supply by description	If goods are sold by description, they correspond to that description.	Supplier and manufacturer
57	Guarantee relating to supply by sample or demonstration model	If goods are sold by sample or demonstration model, they correspond to that sample or model.	Supplier
58	Guarantee as to repairs and spare parts	The manufacturer of the goods will ensure that spare parts and facilities for repair of the goods are reasonably available.	Manufacturer
59	Guarantee as to express warranties	The manufacturer will comply with any express warranty given by the manufacturer in relation to the goods and the supplier will comply with any express warranty given by the supplier. This includes a warranty against defects.	Supplier and manufacturer

**The Acceptable Quality Guarantee (54)  
is the most commonly relied upon  
by consumers.**

### Key Facts:

- The consumer guarantees cannot be excluded by agreement or contract (attempts to do so could be deemed misleading and/or deceptive).
- Liability can be limited to replacing or repairing the goods (or paying the cost of doing so) UNLESS the goods are of a kind ordinarily acquired for personal, domestic or household use OR the consumer establishes such a limitation is unfair.

# Guarantee of Acceptable Quality

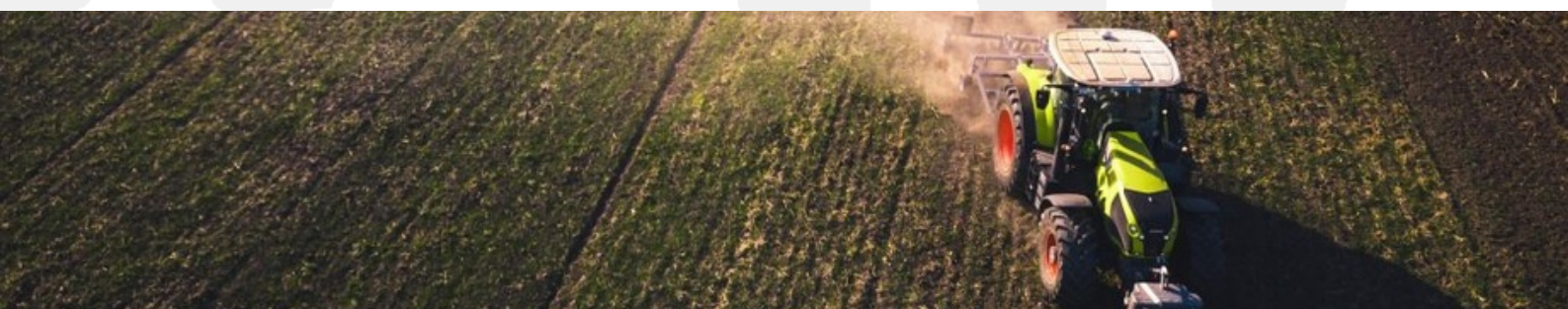
Goods are of acceptable quality if they are:

- Fit for all purposes for which goods of that kind are commonly supplied;
- Acceptable in appearance and finish;
- Free from defects;
- Safe;
- Durable;

as a reasonable consumer fully acquainted with the state and condition of the goods (including any hidden defects) would regard as acceptable given:

- The nature of the goods;
- The price of the goods;
- Any statements on any packaging or label;
- Any representation made about the goods by the supplier or manufacturer; and
- Any other relevant circumstances relating to the supply of the goods.

**THIS IS AN OBJECTIVE TEST, of reasonable fitness, determined at the time the goods are supplied to the consumer.**



## There are three exceptions to this guarantee:

**NO BREACH IF THERE WAS PROPER DISCLOSURE:** if goods aren't of acceptable quality but the precise reason why was brought to the consumer's attention beforehand OR was disclosed on a written notice that was displayed with the goods and was transparent.

**NO BREACH IF EXAMINATION WAS CARELESS:** goods do not fail to be of acceptable quality if the consumer examines the goods and such examination ought reasonably to have revealed that they were not of acceptable quality.

**NO BREACH FROM ABNORMAL USE:** if the consumer causes goods to fail to be of acceptable quality, or fails to take reasonable steps to prevent this, or damages the goods through abnormal use.



# Guarantee of Acceptable Quality



The guarantee of acceptable quality is judged by an objective test—whether a reasonable person, fully aware of the goods' condition and features, would find them satisfactory for their purpose.

## EXAMPLES

### Objective Test Failure

A luxury car is sold to a consumer and is delivered in the following condition:

- Scratches to paintwork.
- Unintentionally missing airbags.
- Odometer counts backwards.
- Brakes sometimes fail after 30,000kms.

### Objective Test Failure

A lawnmower is sold to a consumer and is delivered in the following condition:

- Blades are blunt.
- Paintwork is impeccable, but will chip and peel if exposed to wet grass.
- Label says can cut large blackberry bushes, but blades jam even on small ones.

### NOT An Objective Test Failure

A 1960s vintage car is sold to a consumer. It is in fairly good condition for its age. It has minor rust in the boot and a cracked front bumper. It does not have airbags, as it was manufactured before they were invention. It is expensive as it is a rare model.

## Consumer Guarantee Remedies

The remedies available to consumers depends on whether the failure to comply with the guarantee constitutes a major failure or a minor failure.

### Major Failure

For major failures (or minor failures which cannot be remedied), the consumer can:

- Reject the goods and elect to receive a refund or replacement; or
- Keep the goods and recover compensation for any reduction in value.

### Minor Failure

For minor failures, the consumer can require the supplier to remedy the failure within a reasonable time. If the supplier fails (or refuses) to remedy the failure, the consumer can:

- Remedy the failure and recover their reasonable costs from the supplier; or
- Reject the goods and elect to receive a refund or replacement.

## Consumer Guarantee Remedies - continued

Consumers can also recover compensation for any reasonably foreseeable loss or damage incurred due the failure.

### **If a consumer rejects goods, they must return them to the supplier unless:**

- (a) the goods have already been returned to, or retrieved by, the supplier; or
- (b) the goods cannot be returned, removed or transported without significant cost to the consumer because of:
  - (i) the nature of the failure to comply with the guarantee to which the rejection relates; or
  - (ii) the goods' size, height or method of attachment.

## When is a Failure a Major Failure?

A failure to comply with a guarantee is a major failure if any one or more of the following apply:

- The goods wouldn't have been acquired by a reasonable consumer fully acquainted with the nature and extent of the failure.
- In one or more significant respects, the goods depart from the description OR from the sample/demonstration model by which they were supplied.
- The goods are substantially unfit for a purpose for which goods of the same kind are commonly supplied AND they cannot, easily and within a reasonable time, be remedied to fit such purpose.
- The goods are unfit for a disclosed purpose made known to the supplier AND they cannot, easily and within a reasonable time, be remedied to fit such purpose.
- The goods are not of acceptable quality because they are unsafe.

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Several minor failures can aggregate into a major failure, and likewise a minor failure which cannot be remedied in a reasonable time can become a major failure.

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A major failure also occurs if the goods failed to comply with two (2) or more guarantees (other than s 58 and 59(1)), and would not have been acquired by a reasonable consumer fully acquainted with the nature and extent of those failures, taken as a whole (s 260(2)).

# Examples of Major and Minor Failures

## Major Failures

- The check engine light turns on even when there are no faults with the engine, and after several attempts over 6 months the supplier has been unable to repair it.
- The consumer purchased a small chainsaw to cut large tree limbs, and disclosed this purpose to the supplier. The chainsaw is unsuitable to perform this task. It will take 7 months to refit the chainsaw to cut large limbs.
- The lawn mower engine catches fire in 0.5% of cases after 6 hours of continuous operation.
- The vintage car was described as rust-free, but underneath the interior carpet it is riddled with rust.

## Minor Failures

- The check engine light turns on even when there are no faults with the engine (and the supplier is able to repair the fault easily and quickly).
- The window wiper blades shudder in operation, even when wet.
- The microwave does not beep when it is finished cooking.
- The doorbell's fourth setting erroneously makes the same sound as its third setting.

## Consumers cannot reject goods if:

- The rejection period has ended; or
- The consumer lost, destroyed or disposed of the goods; or
- The goods were damaged after delivery to the consumer for reasons not related to their state/condition at the time of supply; or
- The goods are attached/incorporated with any real/personal property and cannot be detached/isolated without damage.

The rejection period is the time of supply to the consumer within which it is reasonable to expect the relevant failure to comply with the guarantee to become apparent.

In determining the rejection period, one must have regard to:

- (a) the type of goods; and
- (b) their likely use by the consumer; and
- (c) the length of time it is reasonable to use them; and
- (d) the amount of use that is reasonable to use them for before the failure becomes apparent.



## When Is The Manufacturer Liable?

An affected person (this is broader than the consumer) can recover damages from the manufacturer if (subject to exceptions):

1. The goods are not of acceptable quality.
2. The goods do not correspond with a description (which was applied by or on behalf of the manufacturer).
3. The manufacturer has failed to ensure that spare parts and repair facilities are reasonably available.
4. The manufacturer has failed to comply with an express warranty it gave (or has failed to remedy the failure within a reasonable time pursuant to an express warranty).

## What Damages Can Be Recovered From Manufacturers?

Affected persons can recover damages for:

- any reduction in the value of the goods resulting from the failure below the lower of the price paid/payable by the consumer OR the average retail price at the time of supply; AND
- any reasonably foreseeable loss or damage suffered due to the failure (excluding loss or damage suffered due to the reduction in the value of the goods).

Note: The cost of inspecting/returning the goods to the manufacturer is taken to be a reasonable foreseeable loss caused by failure to comply with the guarantee.

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## Limitations of Actions

You have three years to take action from the moment you first realised, or should have realised, that a product or service didn't meet the promised guarantee.

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## 5. WARRANTIES AND REMEDIES

Warranties and remedies detail the additional promises made by suppliers or manufacturers about the quality or condition of goods, and the legal recourse available when these promises or consumer guarantees are not met. Understanding these provisions enables you to navigate the process of seeking redress for faulty machinery, from minor repairs to significant failures warranting refunds or replacements.

### Express Warranty

An Express Warranty is a promise, undertaking, representation or claim that:

- Speaks to the quality, condition, performance, or features of the goods, including any necessary parts or services, or the availability of the same or related goods in the future.
- Is made during the sale or promotion of the goods, showing a clear link to the goods being offered.
- Naturally encourages people to buy the goods.

### Warranty Against Defects

A Warranty Against Defects promises that if the goods or services (or any part of them) have a defect at or around the time they are provided, the provider will:

- Fix or replace the defective goods or parts;
- Redo or correct the services or part of them;
- Give the consumer a full or partial refund.

This warranty must follow a specific format, including required details and mandatory wording.

### Note:

Liability for a failure to provide a warranty against defects in the prescribed form falls on the supplier of the goods/services to the consumer (even if the failure is because the manufacturer failed to supply the goods in compliant packaging – though in such a case the manufacturer will also be liable).



# WARRANTIES AND REMEDIES EXAMPLES

## Example #1

- A customer purchases a Thor model commercial-grade industrial tractor for \$99,999.
- The customer tells the supplier they intend to use it to haul a one tonne plough across their field. The supplier says the Thor would do that easily.
- A larger Triton-model tractor on display in the supplier's store is erroneously labelled as being the Thor model. The customer admires the Triton tractor while discussing the Thor model, but the supplier does not point out the error to the customer.
- The Thor model is delivered to the customer but is smaller than what the customer expected due to the wrongly-labelled display model, and is unable to haul the plough.

### Is the customer a consumer?

Yes, although the goods are not of a kind for personal, domestic or household use, the price payable is not more than \$100,000.

### Have any guarantees been breached?

Yes. The goods are not fit for the purpose disclosed by the customer and do not match their sample model.

### Is the failure a major or minor failure?

It is a major failure. The goods significantly depart from their sample model, and are unfit for the disclosed purpose and cannot be remedied to be

made to fit easily or within a reasonable time. The customer would not have acquired the goods if they were aware of the failure.

### What remedies are available?

The customer can reject the goods and elect to receive a refund or replacement, or keep them and recover compensation for any reduction in value.

## Example #2

- A customer purchases a Triton combine harvester for \$150,000.
- It comes with a 3-year supplier warranty against defects and a 6-year manufacturer's warranty against defects.
- One of the warranty conditions is that the combine harvester must only be serviced by approved repairers.
- After 4 years, the combine harvester engine starts to fail and often won't start, when it does start it begins to overheat to the point where it is on the cusp of catching fire.
- The customer is a qualified mechanic and has only ever serviced the harvester himself (he has done a competent job, using the correct tools and oils).

### Is the customer a consumer?

No, more than \$100,000 was paid for the goods. They are not of a kind ordinarily used for domestic, personal or



# WARRANTIES AND REMEDIES EXAMPLES

household use. Nor are the goods a vehicle or trailer principally for use in transporting goods on public roads. The consumer guarantees are therefore not applicable.

## **Is the warranty applicable?**

The supplier's warranty has expired. The manufacturer's warranty applies, but the customer has failed to comply with its conditions and is not eligible to make a claim.

## **If the guarantees applied, would this be a breach?**

The engine failure after only 4 years would be a failure to comply with the guarantee of acceptable quality.

## **Would that failure be a major or minor failure?**

It would be a major failure. The goods are substantially unfit for a purpose for which goods of the same kind are commonly supplied, and due to the fire risk they are also unsafe.

## **What remedies would be available?**

The customer could reject the goods and elect to receive a refund or replacement, or keep them and recover compensation for any reduction in value.

## **Example #3**

- A customer purchases a Chief model commercial-grade industrial tractor for \$20,000.
- The tractor did not come with any warranty against defects.

- The tractor is delivered but immediately upon operation the customer realises the tractor can only turn left.
- The tractor also has a fault where the check engine light turns on for no reason.
- The customer takes the tractor to the supplier to be serviced. The supplier easily and inexpensively fixes the broken steering, but is unable to fix the check engine light.
- The customer takes the tractor back for repairs 6 more times over an 8-month period to fix the check engine light, but the light is unable to be fixed.

## **Is the customer a consumer?**

Yes, although the goods are not of a kind for personal, domestic or household use, the price payable is not more than \$100,000.

## **Have any guarantees been breached?**

Yes. The goods are not of acceptable quality (they are not free from defects and, being unable to turn left, are not fit for purpose).

## **Is the failure a major or minor failure?**

The broken steering is a minor failure, as it was able to be easily fixed within a reasonable time.

The failing check engine light is a minor failure, but because it has been unable to be fixed within a reasonable time it has become a major failure.

# WARRANTIES AND REMEDIES EXAMPLES

## What remedies are available?

The customer can reject the goods and elect to receive a refund or replacement, or keep them and recover compensation for any reduction in value.

## Example #4

- A customer purchases a gold-plated Chopper model lawnmower for \$110,000.
- The lawnmower comes with a 2-year manufacturer's warranty against defects.
- After two years the lawnmower catch locking mechanism begins to fail and the catch will sometimes fall off during use (this does not expose the blades or pose any safety risk).
- After three years, the lawnmower spark plugs begin to frequently get coated in oil (even after cleaning) causing the lawnmower to struggle to start.
- The customer raises the failures with the supplier, claiming breach of the guarantee of acceptable quality.
- The supplier services the lawnmower (for free) and both of the above issues are fixed by the technician.

## Is the customer a consumer?

Yes, although the price payable is more than \$100,000, the goods are of a kind ordinarily acquired for domestic, personal or household use.

## Have any guarantees been breached?

Yes. The goods are not of acceptable quality given the price of the goods (the catch locking mechanism failed to be durable and the spark plug issue means it is no longer fit for purpose at all times). It is irrelevant that the manufacturer's warranty has expired.

## Is the failure a major or minor failure?

The failing catch locking mechanism is a minor failure. The coated spark plugs suggest an oil leak, which may also be a minor failure. Both of the aforementioned may become major failures if they cannot be easily fixed within a reasonable time.

## What remedies are available?

As these minor failures did not become major failures, the customer can only require the supplier to remedy the failures within a reasonable time (which the supplier did in this case).

## Note:

If the supplier refused to service the lawnmower for free (or did but couldn't fix the issue), then the customer could reject the goods and elect to get a refund or replacement, or could take the lawnmower elsewhere to fix the issue and recover those costs from the supplier.



## 6. TAKING ACTION



**Make sure you keep copies of any letters, emails or documents that you send.**

### **A few helpful tips on how to remedy a problem:**

1. Identify the right contact: Reach out to someone with decision-making power, like the owner, a local manager, or the customer relations manager.
2. Communicate effectively: Present your issue calmly, clearly, and logically, mentioning any relevant interactions with company representatives.
3. Propose solutions: Suggest how you would like the problem resolved, such as a replacement, refund, or repair. Be open to their solutions too.
4. Set a deadline: Provide a reasonable timeframe for the company to resolve the issue.
5. Provide contact information: Ensure you leave your contact details for easy follow-up.
6. Be polite and professional: Always maintain courtesy and professionalism in your communication.
7. If you're unable to resolve the matter with the business, you can contact the [ACCC](#), or your [State and Territory consumer protection agency](#), for further information and assistance.

You are not required to produce the original receipt of purchase, but it is likely that the seller will require you to provide some evidence that the goods or services were purchased from them (such as a receipt or bank statement showing the transaction).

It is your responsibility to return the goods unless the cost of doing so is significant, in which case the seller must collect the goods at their own expense and within a reasonable time.





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