

# Is the customer always right?

## Information for retailers

### Misleading or deceptive conduct

You must not engage in conduct that could mislead customers about your products or services, such as the:

- standard, quality, value and price
- performance, characteristics, uses and benefits
- sponsorships or testimonials
- availability of repair facilities or spare parts
- country of origin
- consumer guarantees, warranties and conditions.

### Unconscionable conduct

You must not act unconscionably, including:

- not giving customers time to read an agreement, ask questions or get advice
- using high-pressure sales tactics
- persuading a customer to sign a blank contract.

### Unfair terms in consumer contracts

A consumer contract is an agreement between you and your customer for the supply of products or services.

It can be written or verbal and can be entered into by:

- signing a document
- agreement over the phone
- clicking an 'I agree' button on a website

related to costs incurred.

You guarantee services you provide are:

- done with due care and skill, taking necessary care to avoid loss or damage when providing them
- done within a reasonable time depending on their nature
- fit for the purpose, including any products resulting from the service.

Manufacturers also guarantee that repair facilities and spare parts will be reasonably available.

The consumer guarantees also apply to the sale of discounted items, samples and seconds.

### When to refund, repair or replace

If products you supply do not meet a consumer guarantee, you must fix the problem by providing a refund, repair, replacement or other 'remedy'.

The remedy depends on whether the problem is:

- major - it cannot be fixed, would take too long or is too difficult to fix. The customer can choose whether they return the product for a refund or exchange, or keep the product (you must then compensate them for any drop in value).