

Consumer Shopping Rights and Obligations



When consumers engage in various consumer behaviors, they will inevitably buy defective / problematic products. What rights do consumers possess at this time? How can disputes be resolved? Here, we have summed up the shopping rights and obligations of consumers for reference.

1 Warranty obligations for defective goods sold by providers

- ① When goods are delivered to the consumer, they should be complete and without problems.
- ② There should be a warranty for quality of the goods.

2 Consumer obligations of inspection and notification

- ① When consumers buy goods, they should check for defects as soon as possible, and if any defects are found, they should immediately notify the provider.
- ② Except for defects that cannot be found by general inspection, if consumers do not immediately notify the provider, they will be deemed to have acknowledged that the goods they received have no problem whatsoever.



- ③ As for defects that cannot be discovered immediately, consumers should also notify the provider immediately when they are discovered in the future. Otherwise, it will also be deemed that the goods they received have no problem whatsoever.

3 Consumer rights

- ① When consumers buy products with problems, they possess the following rights:

- ① When the goods are defective, the provider shall bear responsibility for the defects.

Consumers can also return the goods and request a refund, or request a reduction in price. However, when consumers' request for return would constitute an obvious unfairness, consumers can only request a reduction in the price.

- ② The product lacks the quality guaranteed by the provider or the provider deliberately fails to inform about product defects.

If there is a difference between the present quality of the product and the quality guaranteed by the provider, consumers can request damage compensation or claim the above rights.

- ③ Specific types of goods

Consumers can request delivery of the same kind of goods free of any defect (exchange), or claim the above rights.

- ② When consumers find that the goods are defective, they should notify the provider as soon as possible to solve the problem, and claim relevant rights within 6 months. When unable to detect the defects of goods immediately, the longest time for consumers to claim rights is within 5 years after purchase.





4 Applicable context of consumer claims

1 When the product is found to be defective after purchase

① Circumstances where the consumer has the right to request return/exchange of goods:

- ✓ The product lacks functions that are reasonably expected (e.g., electrical appliances cannot operate normally).
- ✓ The product has defects (e.g., the timer knob has fallen off an electrical appliance).
- ✓ The product is unsafe (e.g., an electrical appliance shoots off sparks when operating).
- ✓ The product does not have the functions that the salesperson claims.
- ✓ The salesperson was notified of the requirements before the purchase, but the actual functions of the product did not match the requirements.

② Situations where there is no right to request return/exchange of goods:

- ✓ The provider notified or clearly stated the defects of the product before the purchase.
- ✓ The product was inspected before purchase, but no obvious defects were found.

2 How to claim the rights when promotional items (clearance items, samples, out-of-season items) or second-hand items purchased are defective?

- ① Just like original-priced goods, when purchasing promotional and second-hand items, consumers still have the right to return/exchange the goods when defects are found. Therefore, the provider's label stating "No refund for goods sold" is invalid.
- ② However, if the provider had already informed the consumer that there is a problem with the product, or it is easy to

discover that the product is faulty during inspection, the consumer cannot request a return/exchange of the product.

3 Consumers change their mind after purchasing the product

Except for distance sales (e.g., online shopping) or when otherwise specified by the provider, it is not possible to request a return/exchange for goods under this situation.

4 How to claim rights when there is no receipt?

Consumers must prove that the goods were purchased from the provider. Other than the receipt, they can also show:

- ① Credit card statements.
- ② Installment agreements.
- ③ For phone or online shopping, confirmation forms or signature forms.

5 How to claim rights when there is a problem with goods purchased online?

- ① With regard to goods bought from the Internet, in addition to the aforementioned rights, consumers can return the goods or issue a written notification for rescission of the transaction within 7 days after receiving goods without explaining the reason or paying any fees, in accordance with the provisions of the Consumer Protection Act. However, consumers cannot claim the 7-day rescission rights if the online purchase of goods or services complies with The Regulations on Reasonable Matters as Exceptions to Rescind the Distance Sales.
- ② In addition, if there is no consumer relationship in online transactions, the relevant provisions of the Consumer Protection Act will not apply.

