

CONSUMER'S EDGE

CONSUMER PROTECTION DIVISION, MARYLAND OFFICE OF THE ATTORNEY GENERAL

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IF IT DOESN'T WORK, YOU CAN TAKE IT BACK

A Pasadena woman purchased a couch from a department store. A few months after it was delivered, it began falling apart. A representative from the store inspected the couch and said it had a manufacturer's defect and offered to have it repaired, but never sent anyone to repair it. The couch's condition became worse and the consumer asked the store for a refund. The store charged her a \$50 restocking fee – the store's normal procedure for returned items. Because the item was defective, the store's return policy did not apply to this consumer's case, and she should not have been charged a restocking fee. After she filed a complaint with the Consumer Protection Division, the store refunded the \$50 fee.

The Office of Attorney General's Consumer Protection Division receives numerous complaints from consumers who have purchased items, and then found them to be defective. If you purchased the item from a store with a "No Refunds, No Exchanges" policy, you might think you're out of luck. Regardless of the store's return policy, your purchase is covered by an implied warranty – a guarantee that the item works when you buy it.

Implied Warranty Rights

Implied warranties require that goods be in operating condition and fit for sale, and that they continue to work for a reasonable period of time. Merchants must honor the implied warranty whenever they sell a new or used product.

A disclaimer that a product is sold "as is" doesn't apply to Maryland's implied warranty, except in the case of used cars that have been driven more than 60,000 miles and are more than six years old. Dealers selling such a car "as is" must give you a written disclosure stating that the implied warranty does not cover that automobile.

For other purchases, a merchant cannot exclude or limit the implied warranty. If you buy an item,

take it home and discover it doesn't work, you can take it back. Or, if you buy an item that breaks sooner than would normally be expected, you have the right to have it repaired or replaced, or to have your money refunded. Any time you purchase an item that doesn't work or stops working shortly after you purchase it, you should contact the merchant who sold it to you. Your purchase is covered by an implied warranty, which means it's implied that the item will work as it's supposed to. If it doesn't, the seller must make good on that promise by repairing or replacing the item or returning your money. This right has nothing to do with the store's return policy.



Express Warranty Rights

Many items also come with an express warranty. Often, this is a written warranty from the manufacturer. However, any oral statements of fact or promises by the seller also constitute express warranties. It's not necessary for the words "warranty" or "guarantee" to be used to create an express warranty.



Regardless of whether you have a claim under an express or an implied warranty, the seller is a good first point of contact when you experience problems. Sometimes a manufacturer's warranty authorizes the seller to perform the repairs. Often, the seller will help resolve the problem in order to maintain a positive relationship with you so you will do business with the store in the future.



What should you do?

Always keep a copy of your receipt when you purchase an item.

If you have a warranty problem, contact the store. Warranty rights differ from a store's return policy. Sometimes, consumers or salespeople are confused by this fact. If you purchase an item that is defective, the seller must replace it or refund your money regardless of the return policy. If the sales associate you speak to refuses to replace the item, ask to speak to a manager and explain that you are asking for a replacement under the implied warranty.

If you are not able to get your warranty problems resolved, call the Consumer Protection Division's hotline at 410-528-8662 (toll-free in Maryland: 1-888-743-0023), or file a written complaint with us.

If you want to return or exchange an item that is not defective simply because you don't like it, you will need to rely on the merchant's return policy. You should find out what that policy is before you make your purchase. For more information about returning merchandise, check out our free publication "Many Happy Returns: Refunds and Exchanges". (www.marylandattorneygeneral.gov/CPD%20Documents/Tips-Publications/133.pdf)

HOW TO CONTACT US

Consumer Protection Division

200 St. Paul Place, 16th Fl., Baltimore, MD 21202

- **General Consumer Complaints:** 410-528-8662
Toll-free: 1-888-743-0023 TDD: 410-576-6372
En español: 410-230-1712
9 a.m. to 3 p.m. Monday-Friday
www.marylandattorneygeneral.gov/Pages/CPD/
- **Health Consumer Complaints:** 410-528-1840
Toll-free: 1-877-261-8807 TDD: 410-576-6372
9 a.m. to 4:30 p.m. Monday-Friday
www.marylandcares.org
- **For information on branch offices** in Largo, Salisbury, Hagerstown, and a full list of offices across Maryland, visit: www.marylandattorneygeneral.gov/Pages/contactus.aspx

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