

CONSUMER PROTECTION ABROAD

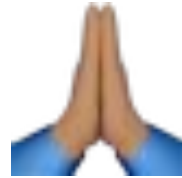


Product Safety Regulation



HOMEWORK FROM MARCH, 19

- Tests in quizlet well done !



- The recordings – common mistakes




- Recording #2 – yes you can return the tickets, but the amount you get back depends on the period before which you ask for the refund – please check new amendments to Основы законодательства о культуре
- Recording #3 – The list of non refundable goods doesn't work with distant sale



THE EMAIL



- Amazon functions both as a seller and as an aggregator
 - That means that its policy doesn't cover issues of returns involving other sellers
- 
- Please check
 - “Items shipped by Amazon.com between November 1 and December 31 of this year, may be returned until January 31 of the following year for a full refund, subject to our other return guidelines listed below. For more details on policies for items not shipped by Amazon.com, see Seller Returns Policies below.”



THE FORM AND THE STYLE OF THE EMAIL

- Issue
- Summary of related information
- Conclusion
- Next Steps



- Keep It Short And Precise
- Pay Attention To The Subject Line

- Useful resource:
<https://lawandstyle.ca/career/trial-error-how-to-write-the-perfect-email/>



FAULTY, WITH MINOR DEFECTS, WITH MAJOR DEFECTS, WITH CRITICAL DEFECTS



№1

DO IT IN MOODLE



№2



№3



№4

№5



№6



PLEASE CLICK WHAT ARE CONSUMER'S REMEDIES IN RUSSIA IN CASE OF UNSAFE GOODS

Write a message in MOODLE forum



UNDER A CONSUMER RIGHTS ACT 2015

- All the products - including electrical goods - must be:
- of satisfactory quality,
- fit for purpose
- as described.



1) OF SATISFACTORY QUALITY

- Goods shouldn't be faulty or damaged when you receive them.
- You should ask yourself what ***a reasonable person*** would consider satisfactory for the goods in question.
- For example, **bargain-bucket** products won't be held to as high standards as **luxury goods**.



2) FIT FOR PURPOSE

- The goods should be fit for the purpose they are supplied for, as well as any specific purpose you made known to the retailer before you agreed to buy the goods.

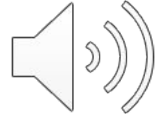


3) AS DESCRIBED

- The goods supplied must match any description given to you, or any models or samples shown to you at the time of purchase.



A FAULTY GOOD – TYPICAL REMEDIES

- Any person . . . may reject the faulty good and bring a private civil action . . . to recover actual damages.
 - Can a faulty good be unsafe?
- 
- You have to prove :
 - Actual damage
 - What was faulty in the product?
 - Causation between the two
 - Negligence or fault of the injurer



IF A FAULTY UNSAFE PRODUCT CAUSES DEATH, DAMAGE OR INJURY

- Who should bear the risks?
- The state?
- The victim?
- The manufacturer?



DEFINITION OF THE FAULT

- A negligent or intentional failure to act reasonably or according to law or duty



LAW OF PRODUCT LIABILITY IN EU

Substantive law
(national)

The diagram consists of a green rounded rectangle on the left containing the text 'Substantive law (national)'. An orange arrow points from the top of this box towards the top of a red rounded rectangle on the right. The red box contains the text 'Supra national regulation Product Liability Directive 1985'. A speaker icon is positioned between the two boxes, and another orange arrow points from the top of the red box towards the top of the main title 'LAW OF PRODUCT LIABILITY IN EU'.



Supra national
regulation
Product Liability
Directive 1985



NEW TERMS

- Defect
- put into circulation
- Producer
- product



PRODUCT LIABILITY VS TORT LAW

- THE MAIN DIFFERENCE IS IN WHAT A CONSUMER HAS TO PROVE WHEN CLAIMING MONEY:
- DAMAGE
- DEFECT
- CAUSATION (causal relation)
- NEGLIGENCE OR FAULT

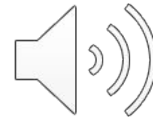


- According to the Consumer Protection Act 1987, anyone who's harmed by an unsafe product can sue the manufacturer - even if you didn't buy the product yourself
 - You can sue for compensation for death or injury. You can also sue for damage or loss of private property caused by faulty goods
 - The amount you can claim will depend on the harm suffered, and there is no upper limit to compensation.
 - There are also certain criminal sanctions that apply to the general safety of products. For example, a lack of safety information can lead to up to 12 months' imprisonment and a large fine.
- The question is – IS IT ALWAYS POSSIBLE TO CLAIM DAMAGES FROM THE Producer? Who else can be the INJURER?



2 TENDENCIES EXPLAINING WHY EUROPEAN LEGISLATION INTERVENED IN THIS AREA OF LAW

- US influenced review of commercial sales and supply of goods
- Thalidomide drug tragedy and inadequate response of traditional contract (warranty) and tort law to victims' claims



PRODUCT LIABILITY

- The heaviest responsibility falls on a manufacturer of a product.
- But distributors - such as shops and wholesalers - also have legal responsibilities.
- The main responsibility falls on producers, manufacturers and importers **to ensure** that products are safe by:
 - warning consumers about potential risks
 - providing information to help consumers understand the risks
 - monitoring the safety of products
 - taking action if a safety problem is found



PRODUCT LIABILITY IS NOT IMPOSED IF

(COMPARE WITH RUSSIAN LAW!!! – RECORD YOURSELF AND

SEND THE RECORDING THROUGH MOODLE)

- The manufacture did not supply the product. For example, if a product is stolen or is a fake copy of one of your products.
- The manufacturer could not reasonably be expected to discover the safety fault. For example, if scientific evidence first comes to light after you have manufactured or sold your product. The safety fault was an inevitable result of obeying other laws.
- Someone else caused the fault after you supplied the product.
- You didn't supply the product in the course of business. For example, the law does not apply to private gifts.
- If you make components, you are not liable if you can show that the manufacturer who assembled the product caused the fault. For example, the manufacturer might have made a poorly designed product or ordered the wrong components from you.

