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Guidelines on Consumer Warranties / Guarantees

消费者保证/担保准则

(ISO 22059:2020, IDT)

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Guidelines on Consumer Warranties / Guarantees

1 Scope

This document specifies the form and content of warranties / guarantees provided by the manufacturer and / or supplier to consumers, so as to achieve consumers' reasonable expectations for the products.

This document is applicable to transactions, including online transactions, of new and used products between business and consumers. It also applies to product-related services required to complete the transactions (for example, tailoring service required for clothes purchasing).

2 Normative References

This document does not have normative references.

3 Terms and Definitions

The following terms and definitions are applicable to this document.

3.1 business

Business refers to an organization that engages in business activities for the purpose of profit in the process of obtaining or providing products through price or other modes.

3.2 consumer

Consumer refers to an individual that purchases or uses property, products or services for private purposes.

[source: GB/T 36000-2015, 3.19]

3.3 consumer product

Consumer product refers to a product (3.8) covering digital content (3.4) that is mainly (but not limited to) designed and produced for personal use, including product components, parts, accessories, instructions for use, packaging and labeling.

[source: GB/T 35248-2017, 2.2, modified]

3.4 digital content

Digital content refers to data produced and provided to consumers in digital form.

3.5 exclusion

serious imbalance in the rights and obligations of both parties to the contract, and damages the interests of consumer (3.2).

EXAMPLE: terms such as “goods sold by samples”, “paid money is non-refundable” and “sold goods are non-returnable”.

3.15 warranty

guarantee

Warranty / guarantee refers to an enforceable promise made by the manufacturer (3.6) or supplier (3.13) to the consumer (3.2) to properly repair, replace or refund the defective product (3.8). If the consumer is dissatisfied with the repair, it has the right to request for a replacement or refund.

3.16 express warranty

express guarantee

Express warranty / express guarantee refers to clearly specified terms in the warranty / guarantee (3.15) document.

3.17 extended warranty; extended guarantee

Extended warranty / extended guarantee refers to extended warranty / guarantee (3.15) beyond the specified warranty / guarantee period provided by the manufacturer (3.6) or supplier (3.13) to the consumer (3.2).

3.18 implied warranty

implied guarantee

Implied warranty / implied guarantee refers to warranty / guarantee (3.15) not expressly stated by the manufacturer or supplier, but implied in the contract or required by law.

3.19 statutory warranty

statutory guarantee

mandatory warranty

mandatory guarantee

Legally prescribed mandatory warranty / guarantee (3.15).

3.20 vulnerable consumer

Vulnerable consumer refers to a consumer (3.2) who is at a greater risk of harm due to age, education level, physical condition or lack of the ability to obtain product (3.8) safety

information.

[source: GB/T 35248-2017, 2.30]

4 Purpose and Principles

While complying with applicable laws and international codes of conduct, the business shall be responsible for the safety, durability and performance of the products. The purpose of this document is to assist the manufacturer and / or supplier in developing, implementing and improving product warranties / guarantees. The warranties / guarantees should protect the consumer against product defects.

The manufacturer / supplier should fulfill the warranties / guarantees to the consumer in accordance with the following principles:

- a) Develop, implement and support consumer product standards to ensure that the consumer is protected in terms of product safety, performance and durability;
- b) Promise to take remedial measures promptly and effectively when the consumer product fails to meet the expected safety, performance and durability requirements;
- c) By establishing production standards that support the warranty / guarantee terms, promote a product quality culture among the manufacturers and / or suppliers;
- d) Develop a process that complies with the requirements of laws, regulations and various standards, for example, as listed in ISO 10002.

5 General Requirements

5.1 Situation of warranties / guarantees

5.1.1 Registration conditions

The warranties / guarantees shall not require the consumer to pay a fee (unlike extended warranty, which may require registration and charges), but they shall clarify the supporting materials (such as: invoice and receipt) that need to be provided for redress.

5.1.2 Registration

The manufacturer and / or supplier should register consumer warranties / guarantees online in an appropriate mode. Consumers who have registered their purchases online shall not be required to provide a warranty / guarantee card to the manufacturer or supplier. Full coverage of the scope of the warranties / guarantees shall be ensured.

5.1.3 Infringement

5.4 Breach of Warranties / guarantees

5.4.1 Event of breach

The warranty / guarantee document shall clearly state what is warranted / guaranteed for safety, performance and durability.

5.4.2 Resolution process

The warranty / guarantee document shall clearly state the consumer claims / complaints process.

5.4.3 Recurrent defects

Products with repeated warranty claims / complaints due to the same fault shall be fully replaced or refunded with the consent of the consumer.

5.5 Exclusion of Warranties / guarantees

5.5.1 Exclusion / limitation of liability

The scope of the manufacturer and / or supplier's exclusion shall be reasonable and clear. If it can be proved that the fault was caused by the consumer's improper operation, for example, adding diesel to a gasoline vehicle, then, exclusion will be allowed.

5.5.2 Unfair terms

The warranties / guarantees shall not contain unfair terms.

If a consumer is injured as a result of using the product, the terms shall not exempt the manufacturer and / or supplier from the liability.

6 Scope of Warranties / Guarantees

6.1 General Rules

The product supply contract should protect the consumer through several express and implied warranty / guarantee terms, see 6.2 ~ 6.9.

6.2 Warranties / guarantees of Ownership / Legal Rights

The consumer shall obtain products with clear property rights, that is, the seller shall have legal qualifications before selling the products.

6.3 Quality Warranties / guarantees

The product quality shall be acceptable, that is, in accordance with price and description, the product shall reach a reasonable level of quality and performance, and shall have no obvious defects at the time of purchase.

6.4 Warranties / guarantees of Serviceability for a Particular Purpose

The warranties / guarantees of serviceability for a particular purpose shall comply with:

- a) The product shall have all the specific functions that the manufacturer and / or supplier expressly or implicitly expresses to the consumer, which are the main purpose for the consumer to purchase the product;
- b) The product shall fulfill all specific purposes claimed by the manufacturer and / or supplier to be or will be fulfilled.

6.5 Warranties / guarantees of Conformity between Product and Description

The product shall conform to the instructions (if any) provided to the consumer by the manufacturer and / or supplier.

6.6 Warranties / guarantees of Conformity between Product and Sample

Products supplied based on samples or demonstration models shall remain consistent in description, quality and performance with the samples or demonstration models.

6.7 Warranties / guarantees of Repairs and Spare Parts

The manufacturer and / or supplier shall specify the warranty period for repairs and spare parts, and should take reasonable measures to ensure product repair and spare parts supply within the specified period after the products are supplied.

6.8 Warranties / guarantees of Inspection

The manufacturer and / or supplier shall make products available to the consumer at the point of supply for inspection before supplying them. Consumer inspection does not affect its right to exercise the warranties / guarantees and statutory compensating measures.

6.9 Express Warranties / guarantees

Product manufacturer is bound by express warranties / guarantees provided to the consumer. “Express warranties / guarantees” with respect to product refer to commitments, assertions or statements related to:

- a) Product safety, performance, durability or characteristics;
- b) Provide services related to the product or that may be required at any time;
- c) Ensure the supply of parts and components required for the product or that may be used at any time;
- d) In accordance with the claims or statements, similar products that may be obtained in the future or other products that use the product as a constituent component;

- e) If the product fails to fulfill the manufacturer's promise, a refund or other equivalent exchange shall be provided;
- f) Manufacturers who comply with the express warranties / guarantees must also comply with relevant statutory warranty / guarantee terms.

7 Other Requirements

7.1 Right to Redress against the Supplier

7.1.1 General

If the supplier fails to fulfill the warranty / guarantee obligations of the supplied products, the consumer shall have the right to claim redress in accordance with the situations provided in 7.1.2 and 7.1.3 (see Figure A.1 of Appendix A).

7.1.2 Repairable faults

Repairable faults refer to faults that can be repaired or corrected within a reasonable period of time. Consumers may seek redress in the following forms:

- a) Repair or correction;
- b) Correction of ownership;
- c) Replacement with a product of the same type, i.e., in such case, the warranties / guarantees related to the product shall apply to the newly replaced product;
- d) If the supplier cannot satisfy the consumer's reasonable request for repair, replacement or correction of ownership, it shall refund all the money paid by the consumer or provide other equivalent exchange;
- e) If the supplier refuses to repair within the reasonable period, the consumer may:
 - 1) Have the product repaired elsewhere and obtain all reasonable costs of repair from the supplier;
 - 2) Refuse to accept the product.

7.1.3 Unrepairable faults

Unrepairable faults refer to faults that cannot be repaired or are too difficult to repair within a reasonable period, including major defects. Major product defects include:

- a) If it is learnt about / realized in advance that the product is defective, rational consumers will not choose to purchase it;
- b) The product described is significantly different from the instructions, samples or

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