

Provisions of the Liability for Repair, Replacement and Return of Private Automobile Products

Order No. 43 of the State Administration for Market Regulation

“Provisions of the Liability for Repair, Replacement and Return of Private Automobile Products” was adopted at the 4th executive meeting of the State Administration for Market Regulation on 18 March 2021. It is hereby promulgated and shall be implemented from 1 January 2022.

Director: Zhang Gong
22 July 2021

Regulations on Responsibility for Repair, Replacement and Return of Household Automobile Products

(Promulgated as Order No. 43 of the State Administration for Market Regulation on 22 July 2021)

Chapter 1 General

Article 1 In order to clarify the responsibility for the repair, replacement, and return of household automobile products (hereinafter collectively referred to as the Three Guarantees) and protect the legitimate rights and interests of consumers, these Regulations are formulated in accordance with the *Product Quality Law of the People's Republic of China*, *Consumer Rights Protection Law of the People's Republic of China* and other laws.

Article 2 These Regulations apply to the Three Guarantees of household automobile products sold within the territory of the People's Republic of China.

Article 3 The responsibility for Three Guarantees shall be borne by the seller according to law. After the seller assumes the Three Guarantees in accordance with these Regulations, if it is the responsibility of the producer or other operators, the seller has the right to claim compensation from the producer or other operators.

Enterprises that import household automobile products from outside the People's Republic of China and sell them in the country are regarded as producers.

- (4) Inquiry methods for the network information of the repairer agreed by the manufacturer or the seller (hereinafter referred to as the repairer);
- (5) The three-guarantee terms, warranty period, three-guarantee validity period, and use compensation coefficient of the household automobile product;
- (6) The types and scope of main parts and special parts, the types and scope of consumable parts and their quality guarantee period;
- (7) The capacity attenuation limit of the traction battery of household pure electric and plug-in hybrid electric vehicle products during the warranty period and the validity period of the three guarantees;
- (8) Other content that needs to be clearly stated in accordance with regulations.

Article 10 The producer shall file with the State Administration for Market Regulation the basic information of the producer, model information, agreed sales and repair outlet information, product instruction manual, three-warranty certificate, repair and maintenance manual, and vehicle return information, etc., except for the information that the producer has already filed on the defective automobile product recall information management system.

If the filing information changes, the producer shall update the filing within 20 working days from the date of the change.

Article 11 The producer shall actively cooperate with the seller and the repairer in fulfilling their obligations, and shall not intentionally delay or refuse without justified reasons the assistance, compensation and other matters proposed by the seller and the repairer in accordance with these Regulations.

Article 12 The seller shall establish a purchase inspection and acceptance system to verify the accompanying documents of the household automobile product.

Article 13 The seller shall deliver qualified household automobile products to consumers and fulfill the following provisions:

- (1) Jointly inspect with the consumer the quality status of appearance and interior of the household automobile product that can be inspected on the spot;
- (2) Deliver accompanying documents and vehicle purchase invoices to the consumer;
- (3) Deliver vehicle tools, accessories and other items to the consumer in accordance with the list of items on the vehicle;
- (4) Comparing with the accompanying documents, inform the consumer of the three-guarantee terms, warranty period, three-guarantee validity period, use compensation coefficient, and how to inquire about repairer network information for the household automobile product;

- (5) Remind the consumer to read the safety precautions, and use, maintain and repair the household automobile product in accordance with the requirements of the product instruction manual.

Article 14 If a consumer loses the three-guarantee certificate, he/she may apply to the seller for a replacement. The seller shall make up for free in a timely manner.

Article 15 During the warranty period, if a household automobile product cannot be driven safely due to quality problems, the repairer shall provide free repair consulting services; if the consulting service cannot solve the problem, it shall provide on-site service and bear the necessary vehicle towing costs.

Article 16 The repair parts used by the repairer during the warranty period shall be qualified parts provided or approved by the producer, and their quality shall not be lower than that of the original vehicle configuration.

Article 17 The repairer shall establish a repair record filing system. The retention period of the repair record shall not be less than 6 years.

The repair record shall include information such as time of repair, mileage, statement of consumer quality problems, inspection results, repair items, names and numbers of replaced parts, material costs, man-hour and man-hour fee, vehicle towing costs, provision of spare vehicles or compensation for transportation expenses, delivery time, signatures or seals of repairers and consumers, and other information, and a copy shall be provided to the consumer.

If the consumer needs to consult or copy the repair record due to loss of repair record or other reasons, the repairer shall provide convenience.

Chapter III Three Guarantees

Article 18 The validity period of the Three Guarantees for household automobile products shall not be less than 2 years or the mileage of 50,000 kilometers, whichever comes first; the warranty period shall not be less than 3 years or the mileage of 60,000 kilometers, whichever comes first.

The validity period of the Three Guarantees and the warranty period are calculated from the date when the seller issues the automobile purchase invoice; if the date of issuing the automobile purchase invoice is inconsistent with the date of delivery of the household automobile product, it is calculated from the date of delivery.

Article 19 If there are quality problems in the household automobile product within the warranty period or quality problems in consumable parts during the quality guarantee period, consumers can choose repairers to repair for free (including exemption from labor and material fees) based on the three-guarantee certificate.

If the repairer can verify the purchase information by querying the relevant information system, etc., the consumer shall be exempted from the obligation to provide a three-guarantee certificate.

The transportation time of the anti-theft system that needs to be customized according to the vehicle identification number (VIN), special parts such as the entire vehicle's principal wiring harness and the traction battery, as well as the time spent on the road to rescue, shall not be included in the repair time specified in item (4) of paragraph 1 of this Article.

Article 25 For the household automobile product which meets the replacement conditions stipulated in these Regulations, if the seller does not have the same brand and model of the household automobile product, it shall replace the household automobile product of the configuration not lower than the original automobile for the consumer. For the household automobile product without configuration not lower than the original automobile, if the consumer chooses to return the product based on the automobile purchase invoice and the three-guarantee certificate, the seller shall return the product.

Article 26 A seller who replaces a household automobile product for the consumer or returns the product shall compensate the consumer for the following losses:

- (1) vehicle registration fee;
- (2) installation and decoration fees charged by the seller after deduction of corresponding depreciation;
- (3) relevant service fees charged by the seller to the consumer.

Relevant taxes and insurance premiums shall be implemented in accordance with relevant state regulations.

Article 27 Where a consumer replaces a household automobile product or returns a product in accordance with paragraph 1 of Article 24 of these Regulations, it shall pay the seller a compensation fee for the use of the household automobile product. The compensation fee shall be calculated as follows:

$$\text{Compensation fee} = \text{vehicle price (yuan)} \times \text{mileage (km)} / 1\,000 \text{ (km)} \times n.$$

The use compensation coefficient n shall be determined by the producer and expressly indicated on the three-guarantees certificate. The use compensation coefficient n shall not be higher than 0.5%.

Article 28 Within the period of validity of the Three Guarantees, if the seller receives a request from the consumer to replace a household automobile product or return a product, it shall reply to the consumer within 10 working days from the date of receipt of the relevant request. If the conditions for replacement or return are not met, the reasons shall be stated in the reply.

If the conditions for replacement or return are met, the seller shall complete the replacement or return for the consumer within 20 working days from the date when the consumer requests replacement or return, and issue a certificate of replacement or return; if the replacement of a household automobile product cannot be completed within 20 working days, the consumer may request a return, except for delays caused by the consumer.

Article 29 For household automobile products replaced in accordance with these Regulations, the three-guarantee validity period and warranty period shall be recalculated from the date of replacement.

Article 30 If the ownership of the household automobile product is transferred during the warranty period, the three-guarantee certificate shall be transferred along with the vehicle. The Three Guarantees responsibility does not change due to the transfer of ownership of the household automobile product.

Article 31 Where business operators merge, split, change, or go bankrupt, their Three Guarantees responsibility shall be implemented in accordance with relevant laws and regulations.

Article 32 In case of any of the following situations in the warranty period for household automobile products, the operator may be exempted from the Three Guarantee responsibility for the following quality problems:

- (1) The consumer has been informed in writing that the household automobile product has defects that do not violate laws, regulations or mandatory national standards;
- (2) Damage is caused by the consumer for not using, maintaining and repairing the household automobile product in accordance with the requirements of the instruction manual or the warranty certificate;
- (3) Damage is caused by the consumer for still modifying, adjusting, or dismantling the household automobile product, which are expressly stated in the instruction manual that modification, adjustment, or disassembly are not allowed;
- (4) Damage is caused by improper handling by the consumer in case of quality problems;
- (5) Damage is caused by force majeure.

The operator shall not restrict the consumer from independently choosing companies that maintain and repair the household automobile product, and shall not use it as a reason for refusing to undertake the Three Guarantees responsibility.

Article 33 A household automobile product, sold by the seller, that is replaced or returned in accordance with these Regulations shall pass the inspection and be notified in writing that it is a "replaced or returned car for three guarantees" and the reason for the replacement or return.

The Three Guarantee responsibility of the "replaced or returned car for three guarantees" shall be implemented in accordance with the agreement of the parties.

Chapter IV Dispute Handling

Article 34 Disputes over Three Guarantees can be resolved through the following channels:

- (1) Negotiation and settlement;

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Linkin: <https://www.linkedin.com/in/waynezhengwenrui/>

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