



# CONSUMERS ASSOCIATION OF SINGAPORE

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## **The Straits Times Forum**

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### **Consumers can seek recourse under Lemon Law**

We thank Mr Samuel Tan Kian Huat and Mr Jason Chua Dong Wei for their letters (Lemon law no protection if warranty isn't in contract; Jan 30, and Disappointed buyers can also turn to Sale of Goods Act; Feb 1, respectively).

Part III of the Consumer Protection (Fair Trading) Act, commonly known as the "Lemon Law", provides remedies for consumers against goods that are not of satisfactory quality at the time of delivery. If a defect is found within six months of delivery, it is presumed that the defect existed at the time of delivery, unless the business can prove otherwise.

Under the law, retailers are obligated to repair or replace the defective item within a reasonable period of time; failing which, they are to give a reduction in price or refund for the defective product. Business-to-consumer transactions are covered under the Lemon Law and the retailers cannot contract out of their obligations under the law.

On the other hand, a warranty is a written promise, usually offered by the retailer or manufacturer to make good any defects in accordance to the terms and conditions. Consumers should be mindful of their rights under the warranty provided.

The Lemon Law applies even if businesses do not explicitly provide warranties for the goods they sell. For the case mentioned by Mr Tan, despite the lack of a warranty and a term of the contract stating that the car is sold "as is", consumers are still eligible for protection under the Lemon Law provisions, provided that they fall within the coverage of the Act.

This would, in turn, depend on the defect complained about, the age of the second-hand car and its mileage.

Mr Tan's godbrother had sought the assistance of the Consumers Association of Singapore (Case) to negotiate for an amicable settlement with the car dealer. Unfortunately, a settlement could not be reached and the case was subsequently filed at the Small Claims Tribunals.

We encourage consumers to exercise due care and diligence when purchasing second-hand cars.

One way is to send the car for evaluation at a professional evaluation centre to uncover any inherent defects at the point of purchase and minimise their chances of purchasing a "lemon".

Consumers can download a copy of the Standard and Functional Evaluation Checklist from the Case website.

### **Lim Biow Chuan**

President

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