

Checklist not a form of indemnity; buyers protected

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RETAILERS cannot rely on checklists to contract out or sign away consumers' rights under the "lemon law" ("Checklist defeats purpose of 'lemon law'" by Mr David Kwok; Sept 13).

Some retailers may be using the forms or checklists to show that the consumer has conducted a visual inspection for visible defects, or to highlight specific defects or limitations to the consumer at the point of sale.

These will serve to minimise future disputes, but do not absolve retailers of their responsibilities for inherent defects that could not have been detected during the visual inspection.

The checklist does not serve as a form of indemnity. Consumers are still protected and would be able to seek remedies under the legal provisions of the Consumer Protection (Fair Trading) Act.

Under the lemon law provisions, retailers are still required to provide recourse if there are inherent defects, notwithstanding the signing of the checklists by consumers.

However, consumers may not claim for defects that are obvious and which should have been revealed by a visual inspection prior to purchase. They may also not claim for defects that have been highlighted to them by retailers at the point of sale, as well as defects due to misuse, natural deterioration, or wear and tear.

Lim Biow Chuan

President

Consumers Association of Singapore