

SOUTH AFRICA / JUDGMENT

Assessment: Defective Goods - Leather Lounge (201701/0011789) [2017] ZACGSO 5 (20 April 2017) [2017] ZACGSO 5

COURT

Consumer Goods and Services Ombud

CASE / FILE NUMBER

201701/0011789

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Our ref: 201701-0011789

20 April 2017

ASSESSMENT: YOUR COMPLAINT

The above matter, as well as your Customer Complaint Form has reference.

Summary of your complaint

The complainant purchased a lounge suite from the store on 30 June 2016 for amount R49 999.

In November 2016, the complainant raised a complaint with the store manager regarding the fading leather. The 3-seater was collected and returned yet with faults. Both the 2-seater and 3-seater of the unit was again collected by the supplier on the 23 November 2016.

On or around 2 December 2016 both pieces were returned but again with faults. The complainants concern is that the lounge suite started showing defects within three months of delivery and the supplier is seemingly not willing to assist.

Summary of response

According to the supplier the complainant already purchased the suite in November 2015 and has already replaced it on two occasions.

They also state that they have a 7-day period to report any defect or dissatisfaction.

The supplier further advised that it is natural for the leather to change colour as it stretches and further that this is a two tone colour variation suite.

Assessment

We have considered all the evidence presented by both the complainant and the supplier and advise as follows:

The supplier have advised that they cannot refund the complainant as they have replaced the goods for him on numerous occasions.

The complainant is unhappy with this response and wants a full refund.

Our office received the following pictures:

NB: PLEASE CONSULT THE PDF VERSION FOR IMAGES

Our office decided to get an independent third party who specialises in damaged furniture to look at the facts and evidence provided for the couches. This was done by Faizal Jogee of FJ Direct.

In terms of his response he has noted that there is not a factory fault or defect with the lounge suite. The customer viewed the product in the store, he cannot expect changes to the specification of the suite he viewed. The arm cushion cannot be in foam if the one on the store floor is filled with fibre.

While we take note that of the complainant's dissatisfaction, it seems that the goods do not have manufacturer's defect.

Further to this any changes to the couch will be for the complainant's account as the CPA gives consumers the right to choose or examine goods and to select or reject any particular item from displayed stock before completing the transaction (section 18). If you have had the opportunity to examine the goods before they are delivered, you lose the right under section 20(2) to return them to the supplier and receive a full refund after they have been delivered to you.

From the evidence, it is clear the couches do not have any defects and we are therefore unable to instruct the supplier to repair or replace the couches.

Based on the facts of this case, the information and evidence furnished to this office and on the principles of reasonableness and fairness, there is no reasonable prospect of this office making a recommendation in the complainant's favour.

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ORIGINAL SOURCE <https://www.saflii.org/za/cases/ZACGSO/2017/5.html>

CASE PAGE <https://chat.esheria.ai/case-law/south-africa/assessment-defective-v-goods-unknown-topic-acgso-2017>

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