

SOUTH AFRICA / JUDGMENT

TV Screen damaged: out of warranty period (2013108327)

[2014] ZACGSO 11 (3 February 2014)

[2014] ZACGSO 11

COURT

Consumer Goods and Services Ombud

BEFORE

Bonita Hughes

CASE / FILE NUMBER

2013108327

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Time period of automatic warrantee expired (TV screen)

TV Screen damaged: out of warranty period

Complaint ref : 2013108327

Adjudicator : Bonita Hughes

Date : 3 February 2014

1. Summary of your complaint

In August 2012 you purchased a Samsung Laptop. The screen malfunctioned and you reported it to the supplier.

The supplier advised that you have to pay R1 000.00 to get the screen repaired.

You would like the get the Laptop repaired at no cost to you.

2. Summary of the supplier's response

The supplier advised that they cannot validate the warranty on the laptop without the proof of purchase.

They also advised that the warranty does not cover the screen and you will have to pay for the repairs of the laptop.

3. Assessment

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

You requested that the supplier repair the Laptop at no cost to you.

In terms of Section 55 of the Consumer Protection Act provides consumers with the right to safe and good-quality goods.

This section lists the requirements goods should comply with, namely:

- (a) They are reasonably suitable for the purposes for which they are generally intended;
- (b) They are of good quality, in good working order and free of any defects;
- (c) They will be useable and durable (will last) for a reasonable period of time;
- (d) They comply with the Standards Act/ other public regulations;

If the goods are not suitable for the purposes for which they are intended or otherwise fail to comply with the requirements listed in Section 55, the consumer is entitled to return them within six months of being delivered, at the supplier's risk and expense and without penalty, and:

- (a) Have the item(s) repaired; or
- (b) Have the item(s) replaced; or
- (c) Get a full refund of the price paid.

We noticed that the Laptop was initially purchased in August 2012. In terms of section 56 of the CPA a consumer has six months in which they can return goods and elect, to repair, replace or to get a refund.

The six month period in which you could have returned the item has since lapsed.

The store's warrantee has also since lapsed and is no longer applicable, also note that even if the warrantee was still in effect the laptop cannot be repaired in terms of same as the guarantee does not cover the laptop screen.

4.

Conclusion

Based on the above we cannot instruct the supplier to repair the goods free of charge and we can only suggest that you consider the offer by the supplier to send the Laptop for repairs at your cost.

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CASE PAGE <https://chat.esheria.ai/case-law/south-africa/tv-screen-v-damaged-out-unknown-topic-acgso-2014>

Prepared on 9 October 2026 · Esheria