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"..This banana I bought yesterday, when I peeled it, it was empty!"

Consumer Law

CONSUMER = ? (definition)

CONSUMER = anybody

(an individual shopper or a
business) **buying goods or
services**

Faulty goods

- Have you ever bought anything faulty?
- What was wrong?

Faulty goods

- Have you ever bought anything faulty?
- What was wrong?
- Did you complain?
- Did they ask to see the receipt?
- How did they solve the problem?
 - Did they exchange it?
 - Did they refund your money?
 - Did they repair it?

Consumer Law – Contracts KEY

1. Consumer law is based on Contract law
2.
 - a) F
 - b) F
 - c) T
 - d) T
 - e) F
 - f) T
 - g) F
 - h) F

Consumer Law – Contracts KEY

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- g) F (a consumer can refuse delivery if the goods arrive late and time was of the essence)
- h) F (of the essence = of vital importance = substantial)

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2. **Terms of the contract** can be implied or express.
3. **Implied terms concerning goods** are called conditions.
4. **Implied terms concerning services** are called intermediate stipulations.

Consumer Law – Contracts KEY

5. Examples of implied terms for goods:

a) seller has a right to sell

b) goods correspond to the given description

c) goods are of merchantable quality

Consumer Law – Contracts KEY

6. Examples of implied terms for services:

a) service must be provided with reasonable care

b) service must be provided at a reasonable cost

c) service must be provided within a reasonable time

Consumer Law – Contracts KEY

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Consumer Law – Contracts KEY

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8. We can refuse the service (=discharge the contract) if it is reasonable in the circumstances.
9. You can refuse delivery of the goods because it was late if time was of the essence.

Consumer Law – Contracts KEY

7. We can refuse the goods (=discharge the contract) if the terms are breached.
8. We can refuse the service (=discharge the contract) if it is reasonable in the circumstances.
9. You can refuse delivery of the goods because it was late if time was of the essence.
10. **"to waive one's right"** means "to give up one's right"

EXEMPTIONS - key

- 1) (1) D
- (2) B
- (3) C
- (4) F
- (5) A
- (6) E

EXEMPTIONS - key

- 2) an exemption clause = a warning to the consumer by the supplier that no responsibility will be accepted in case of loss, damage or injury
- 3) „We are not responsible for damage to clothes“
„Do not leave any valuables in your car.“
„We are not liable for your injuries...“

EXEMPTIONS - key

- 4) - the exemption clause must be part of the contract
 - it is illegal to limit responsibility for death or personal injury resulting from negligence
 - limiting responsibility must be deemed reasonable

Statute of limitations

- commence
- accrue
- regardless of
- aggrieved
- warranty
- terminate
- remedy
- expiration
- discontinuance
- shall alter
- toll
- effective

Statute of limitations

- commence - zahájit
- accrue - vzniknout
- regardless of - nehledě na
- (the) aggrieved - poškození
- warranty - záruka
- terminate - ukončit
- remedy - náprava
- expiration - vypršení
- discontinuance - přerušování řízení
- shall alter - upraví
- toll - pozastavení
- effective - účinný

- translate the term „product liability“

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= odpovědnost výrobce za výrobek

= responsibility for damage or injury
caused by faulty goods