

GUIDE TO CONSUMER RIGHTS AND RESPONSIBILITIES 2023



THIS GUIDE AIMS TO IMPROVE CONSUMER UNDERSTANDING OF THE KINGDOM'S CONSUMER PROTECTION LAWS AND PROVISIONS THAT REGULATE CONSUMER-MERCHANT TRANSACTIONS AND ENSURE THEIR RIGHTS IN THEIR BUSINESS PRACTICES IN A SIMPLIFIED MANNER.

CONSUMER PROTECTION LAWS IN SAUDI ARABIA

- 1 Anti-Commercial Fraud Law
- 2 Commercial Data Law .
- 3 Commercial Agency Law .
- 4 E-Commerce Law .
- 5 Precious Metals and Stones Law .





CHAPTER 1:

PURCHASE OF GOODS AND AFTER-SALES SERVICES

- RULES FOR SALES SERVICE DELIVERY
- VEHICLE SALES REQUIREMENTS
- TERMS OF SALE OF PRECIOUS METALS
- WRITING THE PRODUCT DATA
- PRODUCT FRAUD
- RETURN AND EXCHANGE
- COMMERCIAL DISCOUNTS
- ADVERTISEMENTS
- COMMERCIAL CONTESTS





WHAT KEY CONTROLS GOVERN THE DELIVERY OF SALES SERVICES?

- 1 The data and specifications for the product should be at least accurately, truthfully, and clearly written in Arabic.
- 2 If applicable, provide technical specifications and product warranty details in the Arabic language.
- 3 Enabling consumers to know the prices of products on display directly
- 4 The vendor must display the price labels clearly with the VAT included.
- 5 All electric devices and new tires must have energy efficiency labels.
- 6 Not withhold from selling certain products
- 7 Not withhold from giving a receipt to the consumer.
- 8 Electronic payment devices must be made available.



ARE THERE ANY REQUIREMENTS THAT MUST BE MET WHEN SELLING A CAR?

- 1 The consumer should receive the vehicle's warranty and manual in Arabic
- 2 The agent must display on the side window the non-product accessories and their place of manufacture and installation.
- 3 New cars should carry a fuel economy card.



Before signing the car receipt document, the consumer must read it and verify its content.



WHAT ARE THE PREREQUISITES FOR SELLING GOLD OR PRECIOUS STONES?

- 1 The piece should carry information about the caliber and the manufacturer's or importer's trade mark.
- 2 The invoice should explain the state of the sold artifact, and whether it was a used one.
- 3 The invoice should include (the name and address of the store, the name of the buyer, the commercial registration number and telephone number, the date of sale, the weight, type, and a comprehensive description of the artifact and its price).
- 4 If the weight of anything other than precious metal exceeds 5% of the total weight of the artifact, the seller must individually mention the weight of precious metal in the invoice.
- 5 When selling a single precious stone, the seller must include the stone's weight in the invoice (its name, type, color, weight, shape, degree of purity, and defects, if any).





SHOULD THE MANUFACTURER AND IMPORTER PUT A LABEL ON THE PRODUCT EXPLAINING ITS DATA?

Product data must be written in Arabic, be completely accurate, and include the following information:



- 1 The manufacturer's or producer's name.
- 2 The number, volume, size, weight, or capacity in relation to the product's nature.
- 3 Production or expiration date, depending on the nature of the product.
- 4 The country where the product was made.
- 5 The elements employed in the installation, including the elements harming human health or the environment, if any, must be added.
- 6 Clarification of any warnings on the nature of harmful, processed, or changed items.
- 7 Total price including VAT.



WHEN IS A PRODUCT DEEMED FAKE?



- 1 If it was tampered with or altered
- 2 If its value is depreciated, or if its shape, elements, qualities, weight, data, and expiration date have been altered.
- 3 If it fails to meet the established standard specifications
- 4 If the product was stored, transported, or packed in a manner that violates the approved specifications.
- 5 It is bad and not fit for human or animal use or consumption.



DOES THE CONSUMER HAVE THE RIGHT TO DEMAND COMPENSATION IF HARMED BY THE FAKE PRODUCT?

If the consumer has sustained any damage as a result of commercial fraud, he or she may demand compensation before the pertinent judiciary authority.

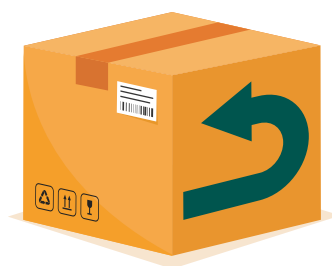
First, The Consumer May File For A Refund Of The Fake Product At The Pertinent Authority Within 30 Days Maximum As Of The Date Of Purchase, Unless It Takes The Consumer A Longer Time To Discover The Fake Product, According To The Following Conditions:

- 1 The consumer should not be responsible for product fraud, whether it occurs during shipment, storage, or misuse.
- 2 The consumer should submit the original invoice or receipt.
- 3 The money of the fake product must be repaid to the consumer within (15) fifteen days of request.



WHAT ARE THE BUSINESS ENTITY'S OBLIGATIONS TOWARDS THE EXCHANGE AND RETURN POLICY?

- 1 The business entity that has an exchange and return policy must adhere to it.
- 2 The business entity's exchange and return policy must be written in a clear and intelligible language for the consumer, and it must specify additional requirements during the period of discounts, if any.
- 3 The business entity must not accept returns of certain products that are harmful to human health and safety, such as: (Exposed foods, cosmetics, underwear...) This should be explained to the consumer before making a purchase.





WHAT ARE THE EXCHANGE AND RETURN CASES?



- 1 If the consumer provides evidence that the product is fake or does not meet the approved standard requirements, the violating business entity must recall the product and refund the buyer's money.
- 2 When a business entity has an exchange and return policy, both the consumer and the seller are obligated by the terms and time periods indicated.
- 3 When the business entity does not have a policy for exchange and return, it shall not prevent the return or exchange of items.



IS THE CONSUMER ENTITLED TO AN INVOICE WHEN PURCHASING A PRODUCT OR BEING PROVIDED WITH A SERVICE?

The vendor must provide the consumer with an invoice with a specific number printed in Arabic verifying the contract and including the following



- | | |
|---|----------------------------|
| 1 The business entity's name and address. | 2 Date of sale |
| 3 The commodity's type and description. | 4 The total cost with VAT. |

The prices of the business entity's products must be similar to the prices shown on the shelf and reflected in the purchase invoice.

THE CONSUMER MUST:

- 1 Always keep the invoice to claim any rights derived from the sale or service.
- 2 Obtain a document demonstrating his or right in the event that he or she returns the product and the payment is delayed.
- 3 Unless otherwise specified or agreed upon, his or her right to return the purchase money should be in the same manner of payment (cash / Mada).
- 4 Check the product for any defects before buying it.
- 4 If the commodity is made specifically for the consumer, the invoice must include the agreed-upon terms and specifications, or they must be registered in a separate agreement, and the consumer must acquire a copy of it.

WHAT ARE THE TRADE DISCOUNT RULES?



After acquiring a license from the Ministry of Commerce, the applicant must meet the following requirements:

- 1 Place a copy of the license in a visible location in the business entity.
- 2 That the savings apply only during the license time and on the products covered by it. The business entity is required to place a price tag on the discounted item that shows the price before and after the discount.
- 3 The discount percentage must not be less than 10% of the prior product price.
- 4 If 50 % of the products on display have discounts, this is called partial discounts.
- 5 If all of the products available in the business entity are discounted without exception, this is referred to as comprehensive discounts.
- 6 Discounts are considered partial if they apply to 50% or more of the displayed products. However, if the discount percentage is lower than this threshold, it is not permissible to advertise any discounts.

If the percentage of reduced products is less than 50% of the total number of products available for purchase, the business may give unexpected discounts on them outside the store.

(All offers and discounts must be genuine in all situations.)



WHAT ARE THE RULES FOR ELECTRONIC ADVERTISING?

- 1 Whether done directly or indirectly, it must be pointed that it is advertising content.
- 2 The specifications and offers in the advertisement are legally binding and form part of the contract.
- 3 It is illegal to use an imitation trademark or a mark that the merchant does not have the right to use in an advertisement.
- 4 It is illegal to incorporate language in advertisements that deceive or mislead the buyer.



WHAT DOES IT SIGNIFY WHEN A SELLER'S ADVERTISEMENT IS DECEPTIVE?



It is advertising in any form that includes a description of the product or service that contains misleading or false information.



ARE THERE ANY UNIQUE RULES IN PLACE FOR STAGING COMMERCIAL COMPETITIONS?

After receiving a license from the Ministry of Commerce to organize and announce a commercial contest, the organizer must:

- 1 Describe the way of participation and the prizes available.
- 2 By no means shall purchase be required to participate in the competition.
- 3 The competition should not last more than (60) days.
- 4 Its results must be announced within thirty (30) days of its expiry date.
- 5 The provider is required to offer the prizes within (7) days of the results being counted.
- 6 The provider agrees not to let a contestant win more than a prize and allows the contestant to receive the first prize only.
- 7 You must agree not to raise product prices throughout the competition period.
- 8 That the provider, his relatives, or anyone who works for the provider in a business entity do not participate.





CHAPTER 1:

VEHICLE AND ELECTRICAL AND ELECTRONIC DEVICE WARRANTIES' PROVISIONS

- DEFINITIONS OF WARRANTIES
- DEFECTIVE PRODUCTS
- WARRANTY POLICY
- WARRANTY CONTINUATION TERMS
- ADDITIONAL WARRANTY
- WARRANTY EXTENSION
- VEHICLE RECALL
- WARRANTY COVERAGE



WHAT EXACTLY IS A PRODUCT WARRANTY?

It is a written pledge from the business entity indicating that the sold commodity serves its function and is free of faults, as well as a commitment to repair the commodity within a given time frame.



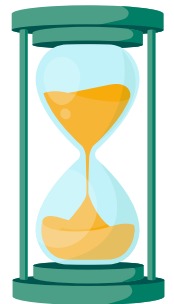
WHEN DOES THE PRODUCT WARRANTY BECOME ACTIVE?

It begins on the date of the first purchase of the product from the agent or distributor, and when there are several consumers, the date of the first purchase of the product must be mentioned. Before purchasing the product, the consumer must confirm the warranty status and the terms of its validity.



WHAT EXACTLY IS AN EXTENDED WARRANTY?

It is a commitment made by the commercial agent or an independent entity to cover some components of the commodity for a longer amount of time under certain conditions, and it is not covered by the factory warranty conditions.



WHAT IS MEANT BY A PRODUCT DEFECT?

It is a flaw in a commodity caused by an error in its design, fabrication, production, storage, or transportation that reduces its value or benefit.



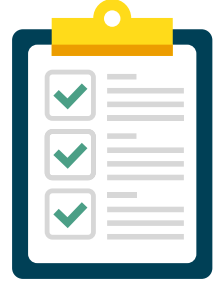


CAN A DEFECTIVE PRODUCT BE SOLD?

If the flaw in the commodity does not impact the product's conformity to the established standard specifications, it is permitted to sell the defective product as long as the defect is disclosed in writing in a clear and understandable manner while selling the product.



WHAT ARE THE COMMERCIAL AGENT'S RESPONSIBILITIES TOWARDS THE DEFECTS OF A PRODUCT THAT IS COVERED BY THE WARRANTY?



The agent must provide after-sales services (maintenance, spare parts, and ensuring the quality of workmanship) as well as establish a policy and provisions for the implementation of these obligations, which must be written in Arabic and in a clear and understandable manner, and the agent must be accountable to the consumer.



WHAT ARE THE RULES FOR ESTABLISHING POLICIES FOR DELIVERING SPARE PARTS, MAINTENANCE, AND PRODUCT WARRANTY?

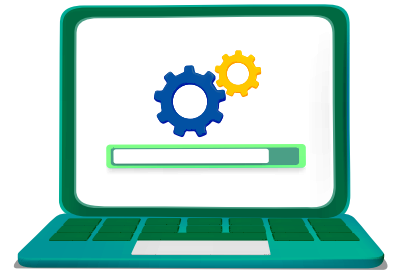
- 1 When establishing policies, the commercial agent will ensure that policies are consistent with the product's terms and policies.
- 2 The agent will provide details about obligations, scope, consumer rights, and the estimated life span of the commodity. The agent is bound by what is mentioned therein in relation to the consumer and the Ministry of Commerce.
- 3 The policies shall be written in the Arabic language and in a format that is understandable to the consumer in a conspicuous place at the sales outlets, and shall be posted on the Internet, if any.
- 4 The agent demonstrates the procedures for dealing with consumer concerns as well as the mechanism for resolving them.
- 5 Distributors at sales outlets must indicate whether the warranty is the responsibility of the agent importing the product or under its guarantee, as well as their participation in the process and commitment to the consumer.





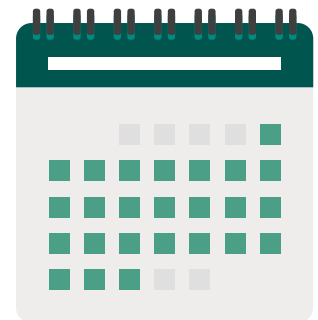
WHAT ARE THE FUNDAMENTAL REQUIREMENTS FOR THE QUALITY WARRANTY TO CONTINUE TO BE EFFECTIVE?

- 1 The malfunction should not be the result of the consumer misusing the product, failing to follow instructions, being negligent, or causing damage to the product.
- 2 The consumer's commitment to undertake routine maintenance in accordance with the manufacturer's recommendations, and not to be negligent in doing so.
- 3 Natural calamities, external circumstances, or force majeure are not to be blamed for the malfunction.



WHAT IS THE SHORTEST WARRANTY COVERAGE?

- 1 Vehicle warranties cannot be shorter than two years, or they must be linked to a specific mileage in accordance with the terms of sale.
- 2 Electrical and electronic products must have a warranty period of at least two years.



CAN AN ADDITIONAL WARRANTY BE SUPPLIED IN ADDITION TO THE STANDARD WARRANTY?

If a defect occurs on the commodity covered by the warranty and the commercial agent does not fix it properly in terms of deadlines and mastery of maintenance work, the agent must issue a warranty on the defect or malfunction for an additional year after the warranty term ends.





WHAT ARE THE REQUIRED CIRCUMSTANCES FOR EXTENDING THE WARRANTY PERIOD?

- 1 In the event of a delay in supplying spare parts at the specified regular times.
- 2 When maintenance work is delayed beyond the agreed-upon timeframe.
- 3 The time required to remedy problems covered by the warranty.



IS IT POSSIBLE FOR THE CONSUMER TO RECEIVE A REPAIR WARRANTY FOR THE COMMODITY?

The provisions and warranty duration for the replaced spare parts must be clarified in writing, in a separate document, by the maintenance service provider in accordance with the producer's policy.



WHAT EXACTLY IS A VEHICLE RECALL?

It is a legal procedure performed by the manufacturer through its commercial representative when a problem arises in the vehicle, in which it agrees to repair or replace the defective item without monetary compensation.



WHAT IS THE COMMERCIAL AGENT'S RESPONSIBILITY WHEN IT COMES TO NOTIFYING THE CONSUMER OF A RECALL?

The agent shall notify the owners of the defective vehicles using the information the agent has on file for them, as well as publicize them in local publications and by any other additional channels such as social media and the like.





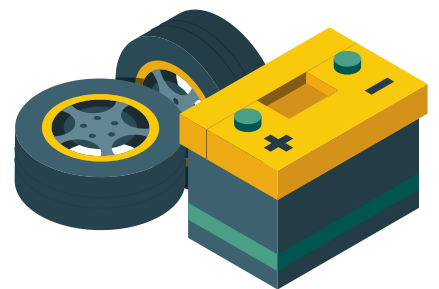
DOES THE RECALL AFFECT VEHICLES OUTSIDE THE WARRANTY TERM?

It involves the manufacturer's commitment to fix all defective vehicles covered by the recall, even if the warranty period has expired.



DOES THE COMMERCIAL AGENT IMPORTING THE VEHICLE COVER THE WARRANTY OF THE NEW BATTERIES AND TIRES?

The product warranty covers all vehicle parts, such as batteries and tires, unless the agent's policy specifies that it applies to the warranty of the sales agent and not connected to the manufacturer's warranty, in which case this must be clarified to the consumer in writing upon signing the sale contract.





CHAPTER: 3

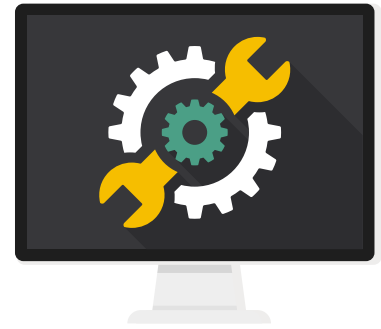
MAINTENANCE AND SPARE PARTS PROVISIONS

- OBLIGATIONS TO MAINTAIN AND SUPPLY SPARE PARTS
- PRICES FOR MAINTENANCE AND SPARE PARTS
- MAINTENANCE DATES
- MAINTENANCE SERVICES RULES
- TRANSFER THE COMMODITY TO THE SERVICE CENTER.
- RECEIVE A REPLACEMENT
- MAINTENANCE SERVICE PROVIDER'S RESPONSIBILITIES
- TIMETABLES FOR SUPPLYING SPARE PARTS
- FAILURE TO PROVIDE MAINTENANCE SERVICE



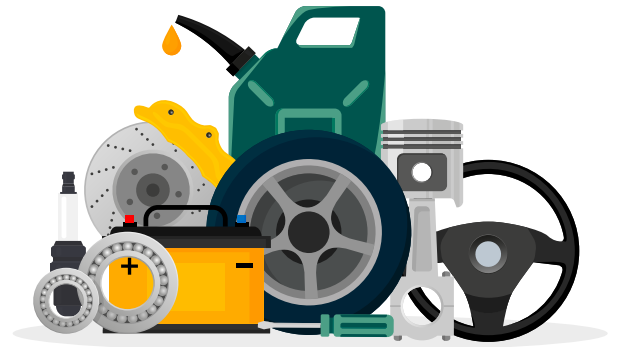
WHAT EXACTLY IS MEANT BY MAINTENANCE?

Every action, such as examination, testing, change, replacement, repair, and programming, aims to detect the condition of the commodity so that it continues to work properly, and its results and cost are presented in writing to the consumer, and the provider of the warranty determines it and its duration.



WHAT ARE THE COMMERCIAL AGENT'S RESPONSIBILITIES WHEN PERFORMING MAINTENANCE AND DELIVERING SPARE PARTS?

- 1 The policies for providing spare parts and maintenance are clearly displayed in the sales and maintenance service facilities.
- 2 The agent is committed to supplying spare parts, performing necessary maintenance, and assuring the quality of workmanship within the time frames stated.
- 3 The agent must follow these conditions in the territories mentioned in his agency or distribution contract, as well as in any city or province where the agent has a branch for sale in the Kingdom.
- 4 The agent is personally liable to the consumer for its obligation to supply maintenance and spare parts, even if the agent hired others to do so.



IS IT POSSIBLE TO DESIGN A MAINTENANCE AND WARRANTY POLICY THAT DIFFERS FROM THE MANUFACTURER'S POLICY?

According to the nature of each product, the commercial agent can set any policy and provisions that provide better benefits to the consumer.





ARE THERE ANY DEADLINES FOR BEGINNING MAINTENANCE WORK?

The maintenance service provider shall conduct an examination of the commodity from the start and decide the date of completion of the repair work as well as the cost, which shall be recorded in a separate signed document.

***If** the maintenance is provided only by the agent, it must begin the job within (7) days of the application's submission.

***The agent** must finish the maintenance job within the time frame established by the producer.



IS IT EVER NECESSARY FOR THE COMMERCIAL AGENT TO TRANSMIT THE COMMODITY TO THE REPAIR CENTER?

If the defect is covered by the warranty, there are two situations where the agent must do so without payment:

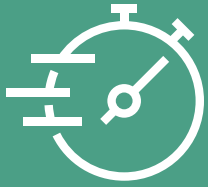
- 1 If the consumer cannot safely transport it using usual modes of transportation.
- 2 If the nearest maintenance center is more than (100) kilometers away from the consumer, the agent must transport it and return it after repair.



WHAT IS THE MAINTENANCE PROVIDER'S OBLIGATION FOR ENSURING THE COMMODITY'S SAFETY?

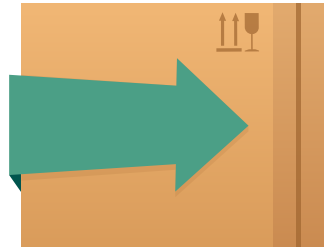
Before performing maintenance work, the agent must first hand over to the consumer a document demonstrating the condition of the commodity, and the agent must keep it when performing the necessary repairs. The agent bears the responsibility for compensation in the event of negligence or damage to the commodity.





IS THE CONSUMER ABLE TO OBTAIN / REPLACE (OLD) SPARE PARTS?

If the consumer paid for the new part, the old part must be delivered to him or her; however, if it was replaced under warranty and the consumer did not pay for it, he or she may only view the old part. If the part is hazardous to the environment, the maintenance provider must dispose of it safely.



WHAT ABOUT THE COMMERCIAL AGENT'S FAILURE TO CORRECT THE REPEATED DEFECT THAT WAS COVERED BY THE WARRANTY?



If the agent fails to repair a recurring flaw, the consumer has the right to get a new commodity or vehicle of the same category and specifications, or to receive its purchase price, under the following conditions:

- 1 That the flaw prevents the user from benefiting from the commodity's purposes or affects its value or safety of use.
- 2 If the agent fails to repair a problem of the electrical and electronic product twice, or if the duration takes more than (15) days, not including the period for delivering spare parts.
- 3 If the agent fails to repair a car defect four times in a row, or if it takes more than (25) days, not considering the time it takes to provide spare parts.



SHOULD THE PRICES OF MAINTENANCE AND SPARE PARTS BE DETERMINED AND ANNOUNCED?

Spare part prices, periodic and non-periodic maintenance costs, and inspection services must all be properly displayed to the consumer.



The consumer may not be required to pay for maintenance work he or she did not agree to.



CAN ANOTHER SERVICE PROVIDER OTHER THAN THE AGENT PERFORM MAINTENANCE?

The consumer has the option of performing maintenance work at the commercial agent or another center that provides periodic maintenance services, and he or she must keep the maintenance invoices or technical reports, which does not affect the continuation of the warranty if the procedures are carried out in accordance with the producer's recommendations.



WHAT ARE THE RULES IN PLACE FOR CENTERS THAT PROVIDE MAINTENANCE SERVICES?

It is mandatory for centers that provide periodic maintenance services to follow the manufacturer's regulations and to document the work submitted with an electronic invoice that shows all repairs and the consumer's vehicle data (type, plate number, mileage, chassis number.)





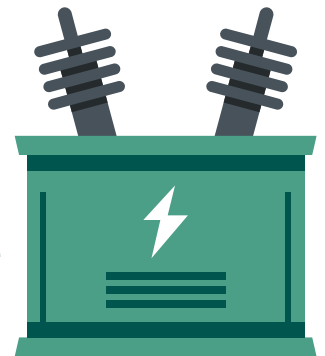
WHAT ARE THE MAIN RECOMMENDATIONS OUTLINED IN THE OWNER'S MANUAL THAT NEED TO BE FOLLOWED DURING MAINTENANCE?

- 1 It is important for the consumer to ensure the completion of scheduled inspections and maintenance tasks as outlined in the owner's manual for each designated periodic maintenance.
- 2 The consumer should be aware of and adhere to the correct procedures for dealing with warning signals and cautionary signs displayed on the device or vehicle, as specified in the owner's manual.



WHEN IS THE CONSUMER ELIGIBLE TO RECEIVE A REPLACEMENT ELECTRICAL DEVICE OR VEHICLE?

If the consumer is unable to benefit from the product or vehicle, the authorized agent, when conducting maintenance work, has the option to provide a replacement item of the same category or offer a financial amount equivalent to (1/400) of the purchase value for each day the consumer has been unable to benefit from it.



This applies in the following cases:

- 1 Inability to benefit from the product or vehicle due to a defect covered by the warranty.
- 2 Delay in providing spare parts beyond the specified deadline, with compensation calculated for each day of delay.
- 3 Delay in completing maintenance work beyond the specified deadline, with compensation calculated for each day of delay.

The timing of compensation payment will be determined by the period specified in the agent's policy for compensation settlements.

"Same category of the vehicle" refers to a replacement vehicle that serves the same purpose and has the same seating capacity (sedan/pickup/family).



WHAT ARE THE OBLIGATIONS OF THE AUTHORIZED AGENT IN PROVIDING SPARE PARTS?

The authorized agent is required to consistently and promptly supply the requested parts to consumers on an ongoing basis and at reasonable prices.



Examples of consumable vehicle parts:

- 1 Brakes and wheel hops
- 2 Batteries
- 3 Filters: air conditioning, engine, fuel
- 4 Plugs/belts



ARE THERE ANY ADDITIONAL TIMEFRAMES FOR PROVIDING SPARE PARTS?

- 1 If the spare parts have low demand, the authorized agent must provide them within a maximum period of 14 days from the consumer's request.

Examples of spare parts with low demand for vehicles:

(Sensors, arms, joints, alternators, compressors, transmissions, coils, fuel pumps, etc.)

- 2 If the spare parts are specially manufactured for the consumer (based on the chassis number) or have specific technical specifications, the authorized agent and the consumer can agree upon a reasonable timeframe for providing the spare parts in writing.

Examples of spare parts with specific technical specifications:

(Airbags, cambers, interior components)





CHAPTER 4:

ELECTRONICS STORES

- REQUIREMENTS FOR SELLING IN ELECTRONIC RETAILERS
- PURCHASING FROM ONLINE RETAILERS
- PERSONAL CONSUMER DATA SECURITY



IS IT FEASIBLE TO SELL SERVICES IN ELECTRONIC STORES NOT THE MERCHANT?

It can be submitted through a merchant registered in the business register or an electronic sales service practitioner documented in the documentation platforms.



ARE THERE ANY PREREQUISITES FOR SELLING IN INTERNET STORES?

The place where the activity is performed must be appropriate to the type and volume of work, and the online store must meet the following requirements:

In the store's display platform:

- 1 The store includes its name, address, and contact information.
- 2 The store enters the tax number and, if applicable, its commercial register, as well as a link to document it in one of the official platforms.
- 3 Clarify the procedures for receiving consumer complaints and responding to them, and allow them to be submitted electronically.





When submitting an electronic invoice, remember to:

- 1 It must be savable, contain confirmation of the contract's conclusion and date, and the consumer must keep a copy of it.
- 2 It includes the entire product price, delivery charges, tax, payment and delivery arrangements, and so on.
- 3 It indicates the product's delivery date and location.
- 4 It includes the warranty information, if any, and after-sales services.
- 5 It must make certain that the consumer is aware of the store's exchange and return policies.



When purchasing from online businesses:

The consumer must ensure that the product is returnable and that the order may be cancelled, and that the electronic contract cannot be terminated before purchase.

The consumer understands that the agreement is concluded electronically between electronic commerce parties, and he or she must ensure that the contract is titled correctly and that the product or service is described in accordance with what was agreed upon.

Unless the consumer has agreed to a delivery date with the merchant, the consumer has the right to cancel the order if the store delays delivery or execution for more than (15) days from the date of purchase.

If an error happens in displaying the items, services, pricing, or specs, the online business has the right to alter it, and the consumer has the option to continue after the update and complete the order or cancel it and refund what was paid.



WHAT ROLE DOES THE ONLINE STORE PLAY IN THE PROTECTION OF THE CONSUMER'S PERSONAL DATA?

- 1 It must safeguard any statement that could lead to knowledge of or access to the consumer's identity.
- 2 It must not utilize consumer data for advertising or marketing without first gaining his or her permission.
- 3 Except for the period required by the nature of the transaction in the selling process and the provision of service, the store has no right to hold consumer data.



- 4 In a clear and straightforward manner, the online store must allow the consumer to close his or her account and stop receiving promotional advertisements.

It is illegal to use a consumer's personal data for inappropriate purposes or to reveal it to a third party without the consumer's permission.



CHAPTER 5:

HOW TO FILE A COMPLAINT AND SUBMIT A REPORT

- HOW TO FILE A COMPLAINT
- DEMAND COMPENSATION
- SETTLEMENT OF A COMPLAINT
- ADDRESSING A CONSUMER'S REPORT
- SUBMIT A REPORT TO THE MINISTRY OF COMMERCE



WHERE DO I GO IF I HAVE A PROBLEM ABOUT A PRODUCT OR SERVICE?

The consumer may first make a complaint with the commercial agent selling the commodity, the provider of maintenance and warranty services, or the online retailer at the consumer complaints unit. It must also describe the steps for submitting it to the consumer and allow him or her to acquire an application number or a reference number for the complaint.



WHAT IS THE COMMERCIAL AGENT'S METHOD FOR RESOLVING A CONSUMER COMPLAINT?

The commercial agent must establish clear protocols for accepting and resolving complaints and must follow them before the consumer and the Ministry of Commerce, provided that they contain **the following**:

- 1 The agent must explain to the consumer the information required submitting it.
- 2 The agent must react to the complaint as soon as possible.
- 3 The consumer must notify its acceptance and treatment, or rejection, in writing and within thirty (30) days of the date of submission, stating the reasons for doing so.



WHAT IF THE BUSINESS AGENT DID NOT ADDRESS OR ANSWER THE COMPLAINT?

The consumer reports the incident to the Ministry of Commerce via its official channels.





WHERE DOES THE CONSUMER GO IF HE OR SHE WISHES TO SEEK FURTHER COMPENSATION OR OBJECT TO THE SETTLEMENT OFFERED BY THE COMMERCIAL AGENT?

When a customer seeks compensation, whether money or moral, or when he or she disagrees to the compensation or settlement offered to him or her. The application must be filed with the appropriate judicial body, not the Ministry of Commerce.



What steps must be taken to report a commercial violation?

Through one of the following channels:

- 1 The Commercial Report App.
- 2 Dialing the toll-free number **1900**.

When reporting, the consumer must include the following information:

- 1 Attach a photograph of the infringing product, as well as its purchase invoice, if this was done through Commercial Report App.
- 2 If the purchase is made through a documented or commercially registered online store, the following must be attached:
 - 1 Invoice.
 - 2 Order number, if any .
 - 3 Images and a description of the complaint .
 - 4 E-store link .



The data entered by the reporter must match the data entered by the store.



WHAT METHODS DOES THE MONITORING DEPARTMENT USE TO HANDLE THE REPORT?

- 1 Examine the report's description and confirm the Ministry's jurisdiction.
- 2 Contact the consumer to confirm the specifics and legitimacy of the complaint.
- 3 If required, visiting the business entity or engaging with it to monitor the progress of the report procedures.
- 4 If the violation is proven, take legal action.
- 5 If the consumer's right is confirmed, addressing it with the business entity, or advising the consumer to submit the claim to the competent judicial body.
- 6 Notifying the consumer of the action taken regarding his or her report and closing the complaint.

