



Duties of Suppliers

CONSUMER PROTECTION ACT 2025

INFORMATION TO CONSUMER

Before any payment is accepted for new or used goods, a supplier must provide the consumer information in English. Where applicable, provide details on the origin, care instructions, terms of use, components, potential hazards, proper usage guidelines, weight, size, and instructions for assembly and installation of the goods.



DISCLOSURE OF PRICE OF GOODS OR SERVICES

A supplier shall not display goods for sale without displaying a price. A price is considered displayed if it is attached, affixed, or written on any band, ticket, covering, label, package, reel, shelf, or any other item associated with the goods, or if it is otherwise applied to the goods themselves while they are mounted for display or offered for sale.



DUAL PRICING

Where more than one price is displayed on goods, the customer is to pay the lowest of the prices that are displayed on the goods.

A supplier is not to sell the goods at a higher price than the lowest price displayed on the goods.



IDENTIFICATION OF SUPPLIER

No individual shall conduct a business, advertise, promote, offer to supply, or supply any goods or services, nor enter into a transaction or consumer agreement with a consumer under any name other than that which is recorded in an official identity document or other recognized identification document for individuals, or a registered business name.

PRODUCT LABELLING AND TRADE DESCRIPTIONS

A supplier of goods shall not display, offer, or supply any goods, (unless exempted) without a trade description applied to the goods or to any covering, label, or reel in which the goods are packaged or attached to the goods; displayed alongside or in close proximity to the goods; or on any sign, advertisement, invoice, or other commercial communication based on which a consumer may order the goods.

A trade description applied to the goods should not mislead the consumer, A supplier should not alter, deface, cover, remove or obscure a trade description.

DISCLOSURE OF ENVIRONMENTAL FACTS AFFECTING GOODS

A person who packages any prescribed goods, or imports such goods, for supply to consumers shall display a notice that discloses the presence, nature and extent of any genetically modified ingredients or components of the goods, any ingredients or components that have been determined to present a chemical or biological hazard to humans, the estimated energy requirements per hour of use, the nature and intensity of any potentially harmful energy radiation, and the need for special handling, or waste disposal of the goods.

A supplier must inform a consumer of any relevant information before supplying such goods and obtain the consumer's express consent before installing the goods.

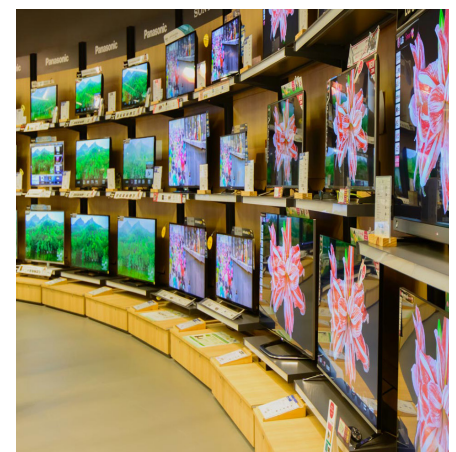
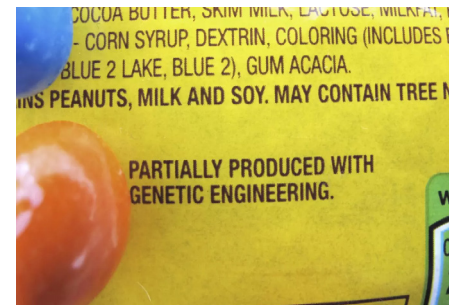
DISCLOSURE OF RE-CONDITIONED GOODS

A person who supplies, any goods that have been re-conditioned, re-built or re-made bearing the trademark of the original manufacturer shall state clearly that they have been reconditioned, re-built or re-made.

SUPPLY BY DESCRIPTION AND SAMPLE

When goods are sold based on a description, the goods must match that description. A contract is still considered to involve a description even if the consumer selects the goods themselves when they are displayed for sale or hire.

If goods are supplied based on a sample, the bulk of the goods must match that sample. If a consumer agrees to buy or lease goods based on a description or sample, it is implied that the goods delivered will meet the description or match the sample and are free from any defects that would not be evident from the description or through a reasonable examination of the sample.



A supplier of goods or services shall provide a written durable record or an electronic record if available and accepted by the consumer of each transaction over \$10 dollars to the consumer to whom the goods or services are supplied.

The sale record shall serve as sufficient proof of the purchase of the goods or services, and it may be utilized for obtaining a refund in any of the circumstances outlined in this Act.

A consumer is entitled to check the weight, volume or other measurement of the goods that he intends to purchase where the weight, volume or other measurement of the goods materially affects or determines the price of the goods.

A supplier must provide explicit warranties for new or used goods or services, whether the service involves repairing any appliance, furniture, equipment, or other goods.

In the absence of explicit warranties, implied warranties shall apply to the supply and repair of all goods.

Without an explicit warranty, and subject to the standard conditions of warranties, an implied warranty of 6 months on parts and labour shall apply to the transaction.

When a supplier sell goods to a consumer, there is an implied warranty that the goods are of reasonably acceptable quality.

SALES RECEIPT

Date: _____

QTY	DESCRIPTION	PRICE	TOTAL PRICE
Subtotal			
Discounts			
Taxes			
GRAND TOTAL			

This does not apply if the consumer was informed about the defect before he purchased the item or the consumer examined the goods before purchasing the item and should have noticed the defect.

When a contract for the supply of goods explicitly states or implies that the goods are to be provided based on a sample, there is implied a warranty that the bulk of the goods must match the quality of the sample. The consumer must be given a reasonable opportunity to compare the bulk of the goods with the sample and the goods must be free from any defects that would make them unsatisfactory, provided that such defects are not evident upon a reasonable examination.



Where goods are supplied to a consumer, there is an implied warranty that the goods are unused, unless before the consumer accepts the goods the supplier informs the consumer that the goods are not unused or the consumer is aware or should be aware that the goods are not unused or are likely not to be unused.

QUALITY OF GOODS OR SERVICES

Where goods or services are supplied under a consumer agreement there is an implied warranty by the supplier that the goods or services are of a reasonably acceptable quality.

Goods are of “reasonably acceptable quality” once fit for the purposes for which goods of that kind are commonly bought having regard to —

- (a) any description applied to them;
- (b) the price, if relevant;
- (c) the state or condition of the goods;
- (d) the durability of the goods;
- (e) freedom of the goods from minor defects;
- (f) the safety and price of the goods;
- (g) any representations made by the supplier of the goods; and
- (h) any other relevant circumstance.



SUPPLY OF DAMAGED GOODS TO CONSUMER

If, within the warranty period, the goods supplied to a consumer are found to be defective or damaged to the extent that they do not provide the intended benefit and uninterrupted enjoyment, and if the failure is not due to the consumer’s negligence or abuse, then the supplier shall be responsible for replacing or repairing the goods at no cost to the consumer.



RETURN OF DEFECTIVE GOODS

If, within the warranty period, the goods supplied to a consumer are found to be defective or damaged to the extent that they do not provide the intended benefit and uninterrupted enjoyment, and if the failure is not due to the consumer’s negligence or abuse, then the supplier shall be responsible for replacing or repairing the goods at no cost to the consumer.

Where goods are returned, the supplier shall, in exchange for the returned goods replace the goods within 7 days of the return of the goods to the supplier. In the case where the replacement is to be imported, within 5 days plus the time taken for importation or at the election of the consumer, immediately refund the value of the goods or such other amount as may be agreed between the consumer and supplier.

A supplier is required to replace or refund goods returned in accordance only if the goods are returned in the same condition in which they were purchased or with minimal damage resulting from normal use of the goods before the consumer discovers the material difference.

In keeping with the Sale of Goods Act, once goods are not defective, the consumer is not entitled to redress.

RETURN OF MATERIALLY DIFFERENT GOODS

When a consumer purchases goods based on the supplier's declaration and description of the goods and later discovers that the goods differ in a material particular (significant way) from what was intended to be purchased.

The consumer may return the purchased goods to the supplier who shall be given a reasonable opportunity to inspect the goods. If the defect is not resolved within a reasonable time or cannot be fixed, the supplier shall provide the consumer with monetary compensation equal to the value of the returned goods or another amount agreed upon between the consumer and the supplier.

When goods are returned, the supplier shall not impose a restocking fee on the consumer.



APPROVED AND NON-APPROVED SERVICES

1. Only provide services that are approved by the consumer.
2. Do not require a consumer to pay for other services that you deem necessary in addition to those agreed.
3. A consumer is not obligated to pay for any service that he/she did not approve.



BUSINESSES OFFERING REPAIR SERVICES

A supplier who offers repair services to a consumer shall keep a record stating –

- (a) the name, address and telephone number of the consumer;
- (b) a reasonably accurate description of the goods to be repaired, including any identification number or mark;
- (c) an estimate of the replacement value of the goods in its present state as agreed with the consumer or as declared by an independent valuer of such goods;
- (d) an estimate of the labour and other costs to be paid by the consumer in respect of the repairs to be effected;
- (e) the date on which the goods are received for repair and will be ready for delivery.



We Fix It!

Redcliffe Street
St. John's, Antigua
Tel: 560-0000

Consumer

John Mark
All Saints
St. John's, Antigua
722-0000

Description of good

Details about the item being repaired, such as brand, colour, model or identification number or mark, etc.

Service to be performed

Detailed explanation of the repairs to be completed.

Additional services recommended

State any related repairs that are necessary for the consumer to enjoy reasonably long and uninterrupted use of the repaired good.

☐ I do not agree to the recommended additional services.

Consumer's signature

SERVICE REPAIR

No: 0001
TIN No. 000000000
Date: 1 October 2025

Service to be supplied at

All Saints
St. John's
Antigua

Estimated Value of Good	Date received	Date of Deliv.
\$1,800.00	10/2/2025	10/6/2025

Parts required	Cost
Screen	\$300.00

Labour	Total (Parts+Labour)
\$110.00	\$410.00

Parts required	Cost
	\$80.00

Labour	Total (Parts+Labour)
\$30.00	\$110.00
	\$520.00

ADVERTISED DELIVERY DATE

Where a supplier advertises a date or period for the delivery of any goods, whether new, used, or repaired, and a consumer enters into a consumer agreement with the supplier for the delivery of those goods and makes a deposit, then the advertised date or period is considered a part of the contract.

If the goods are not delivered to the consumer by the date or within the period specified, the supplier shall, at the consumer's choice refund the deposit, along with interest for the period from the date of the deposit to the date of the refund, calculated at an annual rate of ten percentage points above the applicable Treasury Bill rate as of the deposit date; or deliver the goods by a new date or within a new period under terms to be agreed with the consumer.

A supplier who has advertised a completion or delivery date; and received a deposit from the consumer for the provision of goods or services, may choose to terminate the contract within 7 days of receiving the deposit. In this case, the supplier shall refund the full amount of the deposit received.

CONDITIONS OF DEMANDING AND ACCEPTING PAYMENT

A person shall not demand or accept payment or any other consideration for the supply of goods or services if, at the time of the demand or acceptance, that person does not intend to provide the goods or services, intends to provide goods or services that are materially different from those for which payment or consideration is being requested or lacks reasonable grounds to believe that the goods or services will be supplied within the stated period, or if no period is stated, within a reasonable time.

GENERAL STANDARDS FOR THE PROMOTION OF GOODS

A supplier should not promote goods or services that are misleading, fraudulent, or deceptive regarding the nature, properties, benefits, or uses of the goods or services, the conditions under which those goods or services may be purchased, the price at which the goods may be obtained, or any other significant aspect of the goods or services.

A supplier should not promote goods or services that are unlawful to supply, purchase, sell, or possess. Or, promote any goods or services in a manner that is not compliant with any applicable laws or in a way that demeans the dignity of any individual or implies or expresses a preference for any specific group of potential consumers that can be distinguished from the general population based on prohibited grounds of unfair discrimination specified in the Constitution.



Prices and Consumer Affairs Division
462-4347 or 562-2732/3. Hotline/WhatsApp 464-4238
<https://consumeraffairs.gov.ag>