

## **Blue Book**

Policies regulating the relationship between the trader and the customer

Version One

CONSUMER RESPONSIBILITIES

CONSUMER RESPONSIBILI





**Be Right Know Your Consumer Rights** 



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#### Department of Economic Development's Mission

To create an environment for sustainable economic development and enhance the economic welfare and prosperity of Dubai and the UAE.

The Department of Economic Development will achieve this mission by:

- Developing and enhancing policy and regulations.
- Providing efficient services to local international investors and businesses.
- Identifying and supporting growth of key sectors.

#### Preamble

For the purpose of organizing the relationship between consumers and businesses, and pursuant to Federal Law No. 24 of 2006 and the Regulations, Commercial Control & Consumer Protection sector, at the Department of Economic Development undertake the responsibility of facilitating the legal presentation of rights and duties by linking them to clear, public and other policies related to major trading sectors, thus deemed as easier methods for all parties to deal with.

#### Goods and services General Policies

#### **Businesses Policies**

Businesses Policies, shall be written in Arabic and foreign language and displayed in a prominent visible please to consumer.

#### Invoice

- Businesses / Service providers shall give the consumers a purchase invoice in Arabic and foreign language, stating all details related to goods / services such as: prices, quantities of purchased items, as well as the trade name.
- 2) Businesses / Service providers shall clarify the sold items separating each item alone, and stating the item value against each item. The invoice shall not be made only with the total invoice amount.
- In the absence of a separate document of the warranty. The warranty must be written with coverage and the duration in the invoices.
- 4) In case there was unpaid balance amount of the value of a product or a service, Businesses / Service providers shall state that in the invoice.
- 5) The consumers shall keep the invoice to ensure his/her rights.

#### Currency

UAE Dirham the (local currency) shall be the currency used in the process of trading, buying goods or the provision of service.

#### Warranty

- The Warranty document shall be written clearly and understandable in Arabic and any other foreign language and to determine the coverage and should accompany or be attached to the products.
- 2) The Warranty shall be under the line of the laws and regulations and the environment of UAE.

#### Deposit

Businesses / Service providers shall develop a clear policy regulating the refund of deposit, in a manner conforming to the laws and regulations in the country.

Cases of deposit recovery by the consumer: -

Non-conformity of the item with the agreed specifications from the consumer with the Businesses / Service providers.

Non commitment of the Businesses / Service providers to deliver items on the dates specified in the contract.

#### Cash refund

In case of an agreement between the Businesses / Service providers and the consumer concerning the cash refunds, the refunds shall be made according to the method of payment of the consumer, and the duration of the refunds shall be clarified by the Businesses / Service providers to the consumer.

#### Service Charges

Service providers (i.e. restaurants, coffee shops ,etc) are Prevented from adding the service charges to invoices , excluding providers under the local regulation of No. 3 of 2006 ( such as: hotels , resorts , motels and existing, including).

The consumer shall not be entitled to refund or exchange the items in the following cases:-

- 1) Changing his mind about the purchased item.
- 2) The item was free from any defects.
- 3) The Item was available elsewhere at a lower price.

#### The defective items

The consumer is entitled if he noticed a defect in the purchased item to obligate the dealer with repairing, replacing or returning the item, taking into account the nature of the product during the warranty period.

#### Instructions for Use

If there are certain requirements or instructions for use, the Businesses / Service providers shall illustrate the method to use the product in any manner, whether by writing it on the invoice or through a guide in the form of instructions manuals in Arabic, and in any other language.

#### Vehicles trading

#### Warranty policy

- 1) The periodic maintenance and repair shall be recorded during the validity of warranty period.
- Service providers shall provide spare parts for a period of 5 years from the date of purchase, particularly for durable goods.

#### Cash refund policy

The service providers shall refund the cash paid for the vehicle to the consumer in case the vehicle is not conforming to the agreed specifications at the time of contracting with the received vehicle, and is irreplaceable.

#### Spare parts and additional parts for vehicles trading

#### Warranty policy

- If there is warranty on spare/additional parts for vehicles, the service provider shall clarify the warranty coverage along with the reasons that would lead to void the warranty.
- 2) The agent is not obligated to cover spare parts / additional parts purchased by the consumer and installed in another place unless the agent approved on that

#### Exchange and cash refund policy

- Service provider shall clarify the replacement policy in the outlets, which shall be in Arabic and any other foreign language, displayed in prominent and visible place, and shall not be inconsistent with the valid laws and regulations.
- 2) Spare parts / additional parts shall be replaced in case of any irreparable defect by the Service provider.
- 3) Service provider shall install new spare parts / additional parts in case of replacement of defective parts, in accordance with the specifications and the quality of replaced parts.

Service providers shall refund the cash value paid for the price of spare parts in the following cases:-

- 1) In case the process of repair and replacement of similar spare parts / additional parts was unfeasible.
- 2) If the spare parts / additional parts was not conforming to the agreed specifications and are difficult to provide.

#### Vehicles repairing and maintenance

#### Warranty policy

- The service provider required to repair the defect after the warranty period if the service provider knew the defect but didn't disclose it during the warranty period.
- 2) The Service provider shall specify the warranty coverage of the services provided (e.g. corrosion resistant materials – vehicle structures paint ...etc.).
- 3) The service provider must identify the misuse in case it's mentioned in the cancellation or the expiry of warranty.

#### Policy of Service providing

- The service provider shall prepare a special register of the vehicle for recording the repairs as database to be used as reference.
- If the vehicle is delivered to the service provider for repairs, it shall provide the consumer with a document or a deed proving receipt of the vehicle.

- The service provider shall prepare a receipt form of the vehicle showing an illustration of the vehicle's structure and its condition and state.
- 4) The service provider shall be solely responsible for the vehicle when in its possession for the repair process and until the time of delivery.

#### Cash refund Policy

The service provider shall refund the value of the repairs collected from the consumer in case of not repairing the default in the vehicle, and with the same method of payment. In case the service provider received the cash value of the spare parts, then he shall return such value. And duration of the refunds shall be clarified by the Service providers to the consumer.

#### Textile, Ready- Made Garments, and Personal Items sector

#### Warranty policy

If there is a warranty on ready-made garments or fabric, or on various types of carpet or personal items, the businesses shall provide and explain the warranty coverage to consumer.

#### **Exchange and Cash refund Policy**

- The supplier shall replace clothing and textiles in case they include any defect that is difficult to repair, such as color fading, fabric shrinkage or rip or tear in the fabric, and others, provided the consumer conforms to instructions for use.
- The supplier shall replace the carpet in case of the emergence of any defect that is difficult to be treated, provided the consumer conforms to the instructions for use.

- 3) In case of any defect that is difficult to repair is found in personal items (e.g. shoes, watches, bags, glasses), the supplier shall replace it, subject to consumer compliance with the instructions for use.
- 4) The replacement can be made in the absence of appropriate fitting room, in which the consumer can choose what fits or try on items in another place with the approval of the store management

The businesses shall refund the cash value paid in the following cases:

- 1) In the event a manufacturing defect was found in the product and it is impractical to repair or replace.
- 2) In the absence of fitting rooms, forcing the consumer to try on items outside the store with the approval of the store management.

### Tools, equipments, electrical appliances and electronics sector

#### Warranty policy

If there is warranty on electrical appliances, electronics, equipments, games, ceramic products, utensils, silverware, and cutlery, the businesses shall specify the warranty coverage, and explaining the reasons leading to the cancellation of such warranty.

#### Exchange and cash refund Policy

If there is a defect in the equipments, tools or hardware's and found it difficult to repair. The suppliers must replace it ,subject to consumer compliance with the instructions for use.

The businesses shall refund the paid cash value in the following cases:

- In the event a manufacturing defect found in the product and is unfeasible to repair or replace.
- 2) If the product is found not conform to the agreed specifications, and cannot be replaced.
- In case of a defect or malfunction due to the non-conformity of the product with local environmental factors or regulations applicable in the UAE and cannot easily be repaired or replaced.

#### Contact us

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