



Circular

Consumer Protection Directorate

The Ministry of Industry and Commerce urges the commercial sector involved in the sale and trade of refrigeration and air conditioning devices in the Kingdom of Bahrain to comply with the circular issued by the Consumer Protection Directorate regarding the warranties granted for the aforementioned products. The commercial sector in the Kingdom of Bahrain is required to adhere to the directives outlined in the circular. Violation of Law No. 35 of 2012 on Consumer Protection, Ministerial Decision No. 66 of 2014 issuing the Executive Regulations for Consumer Protection, and the issued circular will result in legal and administrative actions being taken against any non-compliant commercial disputes.

First: The supplier is obligated to grant the consumer full freedom to review the terms and conditions of the warranty and provide a copy thereof, along with proof of the consumer's review and agreement, to serve as a basis for the application of the warranty terms.

This is in accordance with the following articles of Law No. 35 of 2012 on Consumer Protection:

1. **Chapter one (Consumer rights) Article 2:** "The right to obtain accurate information and data about the products he buys, uses, or is offered."
2. **Chapter two (Supplier's Obligations) Article 3:** "The supplier must comply with the laws, regulations, requirements, controls, technical specifications, or any other requirements regarding the product and ensure its safety and suitability for use according to the decisions issued by the Minister."

Second: The supplier is obliged to bear the cost of labor, refrigerant filling, and repair of the air compressor, in accordance with Ministerial Decision No. 66 of 2014 issuing the Executive Regulations for Consumer Protection:

1. **Article 10:** "Upon returning the defective product, the supplier must replace it, repair it, refund its price, or repair the defective part without charge, depending on the type of product, its nature, and the type of discovered defect."
2. **Article 11:** "The supplier bears the costs of transporting the defective product, as well as the costs of sending technicians for replacement or repair of the defective part, and all costs associated with returning the product."
3. **Article 17:** "Subject to the provisions of Article 16 of these regulations, any condition contained in a contract, document, instrument, or any other related document relating to contracting with the consumer shall be null and void if such condition exempts the supplier from any of the obligations specified in these regulations."
4. **Article 10 of Law No. 35 of 2012 on Consumer Protection:** "Subject to Article 9, any condition contained in a contract, document, instrument, or any other related document related to contracting with the consumer shall be null and void if such condition precludes the supplier from the obligations specified in this law."