



Circular

Consumer Protection Directorate

The Ministry of Industry and Commerce hereby notifies the commercial sector involved in the sale and trade of vehicles, spare parts, and maintenance services in the Kingdom of Bahrain, through the circular issued by the Consumer Protection Directorate. This circular pertains to defining the obligations and commitments stipulated in Law No. 35 of 2012 on Consumer Protection, and Ministerial Resolution No. 66 of 2014 issuing the Executive Regulations of the Consumer Protection Law. The issued circular necessitates taking the necessary actions against violations and non-compliance by suppliers in the sector of trading, selling, and maintaining vehicles and their spare parts. The actions to be taken are as follows:

Law NO. (35) of 2012 with respect to Consumer Protection:

Article (7): Upon learning about the existence of a defect in the product and where such defect results in damage to the consumer's health or safety, the supplier shall announce the cessation to produce it or deal therewith and shall warn the consumer against using the product and shall inform the concerned Directorate of such defect and its likely harms and the actions taken in this matter.

In such cases, a supplier shall replace or return the product with refund of the value thereof without any additional cost at the consumer's request.

The implementing regulation of this law shall provide for the procedures of applying this Article.

Article (8):

(a) A supplier shall do the following at the consumer's request:

1. Replacement of the goods subject to the contract, or recovery thereof with the return of its price without any additional cost where the goods have a defect or if it does not conform to the legally approved specifications or to the purpose for which the contract has been entered into.
2. Replacement of the consideration for the service subject to the contract, or consideration that makes up for the reduction thereof or its reproduction to the consumer without any additional cost in case there is a defect or reduction therein according to the nature of the service, contract conditions and business or professional custom and usage.

(b) In case of a dispute related to the performance of such obligations, it shall be referred to the Directorate to issue a binding decision upon the parties thereto according to the provisions and procedures to be determined by a Minister's resolution.

Article (9): A supplier shall provide the necessary spare parts and maintenance for use of the product for a reasonable period proportionate to the product's nature. An agreement in writing may be entered into with the consumer for a specific period. A supplier shall be exempted from such obligation upon giving the consumer written



notice

concerning the unavailability of spare parts for the product and the consumer's agreement thereto.

Article (10): Subject to Article (9), every condition contained in a contract, document, deed or otherwise related to entering into contract with a consumer shall be invalid where such condition results in prior exemption of the supplier from its obligations under this law.

Secondly: Ministerial Resolution No. 66 of 2014 issuing the Executive Regulations of the Consumer Protection Law states the following:

Article (9): The consumer has the right to choose the method of addressing a defective product, either by replacement, repair, or refund, taking into consideration the type and nature of the defective product and the time required for the repair process. The consumer also has the right to obtain, free of charge, an alternative product to benefit from until the defective product is repaired, according to the nature of the defective product and the necessary time required for its repair.

Article (10): In the event of returning a defective product, the supplier is required to replace it or repair it or refund its price; or replace or repair the defective part without any charges, depending on the type of product, its nature, and the type of defect discovered.

Article (11): The supplier is responsible for 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.

Article (14): Without prejudice to any warranties, legal provisions, or better agreements for the consumer, unless the competent authority specifies shorter periods considering the nature of the goods, the consumer has the right to replace or return the goods and receive a refund within fifteen days from the date of receiving the goods. If the goods have a defect, malfunction, are non-conforming, or do not meet the intended purpose for which they were contracted, the supplier is obligated, upon the consumer's request, to replace the goods or refund their price without any additional cost to the consumer. In all cases, the liability of the suppliers is a joint responsibility. If there is a dispute between the supplier and the consumer regarding the presence of a defect in the goods or their conformity to the legally approved specifications or the intended purpose for which they were contracted, the matter shall be referred to the competent authority to issue a binding decision for the parties involved.

Article (15): Every service provider is obligated to compensate or remedy any deficiencies in the service or to re-provide the service to the consumer, according to the nature of the service, the contractual terms, and the commercial custom. If there is any dispute regarding the adequacy of the service, it shall be referred to the competent authority to issue a binding decision for the parties involved.



Article (16): The supplier is obligated to provide the necessary spare parts and maintenance for the use of the product within a maximum period of fifteen working days from the date of the consumer's request. The supplier may agree in writing with the consumer on a specific timeframe, and the supplier is exempted from this obligation in case of notifying the consumer in writing and obtaining their approval regarding the unavailability of spare parts for the product.

You are responsible for complying with the above rules to maintain a safe and orderly environment for all involved. Failure to comply with the established rules may result in serious consequences. Additionally, the Consumer Protection Directorate reserves the right to take any other lawful measures necessary to address non-compliance with the rules.