

English

英文

How much do you know about distance sales?

With the development of Internet transactions, shopping behaviors on computers, tablets and mobile phones are increasingly common; consumers only need to tap with their fingers and it's done. In order to protect consumers' shopping rights, Article 19 of the Consumer Protection Act expressly stipulates that distance sales can be unconditionally rescinded within 7 days.

What are distance sales?

This means that the transaction is made via radio, television broadcasts, telephone, fax, catalogs, newspapers, magazines, the Internet, flyers, or any other similar channels in which the consumer does not have opportunity to review the goods or services.

Examples include: online shopping of apparel products, telephone and TV shopping, etc.

There are special rescission rights for distance sales

Consumers of distance sales can return the goods or send a written notice within 7 days after receiving the goods or service and rescind the transaction without explaining the reason or bearing any fees or consideration.

As for the purchase of goods in physical stores, unless the store has any special terms and conditions, the right to rescind the transaction within 7 days does not apply!

The Regulations on Reasonable Matters as Exceptions to Rescind the Distance Sales

Considering disputes arising from transactions in practice, starting from January 1, 2016, The Regulations on Reasonable Matters as Exceptions to Rescind the Distance Sales were established with regard to some goods or services of special nature in order to make exceptions to the Consumer Protection Act. Products or services in compliance with the regulations can be exempt of the 7-day rescission rights in order to balance the rights of providers and consumers.

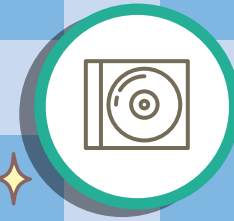




Goods that are prone to spoilage, have a shorter shelf life, or are about to expire when the transaction is rescinded. Examples include: freshly made lunch boxes, fruits and vegetables, cakes, fresh milk, etc.




Newspapers, periodicals, or magazines.



Audio visual products or computer software, such as music CDs and movies on DVD, that have already been unpacked by the consumer.



Supply of international air-line passenger services.



Reasonable exceptions that are exempt of the 7-day rescission rights.



Personal hygiene items that have been opened, such as underwear and razors.



Digital content provided with the prior consent of consumers or online services completed once provided, such as e-books, anti-virus software, and online financial remittances.

Small reminder

The above-mentioned goods or services of special nature are exempt from the 7-day rescission rights, however, this does not affect the rights that consumers can claim under the Civil Code or other regulations. If the goods or services purchased by the consumer are defective, the consumer can still request the provider to offer a new product in replacement, reduce the price, or rescind the transaction in accordance with the provisions of Article 354 of the Civil Code. If there are other damages, the consumer can even request damage compensation.



Customized goods or services such as clothes or cups with personal photo content, seals, etc.