

Awareness of rights when shopping online law commercial essay

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Normally, when a consumer buying goods from a regular store they can see the item and at least confirm it looks fine. Moreover, buy goods from a store, consumer can select a color, size and can even speak to a sales person to express doubts of the certain goods. However, e-consumers haven't seen the item until it arrives when they are buying the goods through online shopping. Quality bad of items bought online is a common issue. The photos of item in online usually are much better than the item in front of consumers. For instance, before buying clothes, consumer can try on clothing and able to see the true size and the quality of the products. However, when purchasing online there is no guarantee that the quality of goods e-consumer gets. For example, the quality of the items that had been ordered does not achieve the standard like had been stated in the websites. Based on the Sale of Goods Act 1957 section 15 "sale by description", where there is a contract for the sale of goods by description, there is an implied condition that the goods will correspond with the description. Its means that the actual goods must match with the picture of the goods and any description given to the e-consumer that are before purchase. Besides, section 16(1) "implied condition as to quality or fitness", the goods must be satisfactory quality and fit for purpose as well as the goods must have roughly the same with the sample quality. If does not meet the any condition above, the seller is in breach of contract and e-consumer has a claim under the Sale of Goods Act. (Regulation Sale of Goods Act, n. d.) Delivery issues can be due to seller having ceased to trade, damage of goods in transit, non-delivery, and so on. There are having chances of damage of goods in transit. For example, the shipping company or the courier man broke consumer's goods, consumer

only realizes after he or she opened the boxes. But e-consumer do not know whether the goods are fault before shipping or during shipping, so e-consumer do not know whether he or she should find seller or shipping company to get a claim. Sometimes, the seller might claim that e-consumer have broken it and don't want to exchange to him. The law in Malaysia does not state that how to solve this problem, because of the e-consumer cannot find who to get a claim or who to sue. Therefore, to make sure that the goods that received by the e-consumer are in good condition, he should check the goods immediately he received it to avoid this problem. E-consumer maybe cannot claim for the goods that spoiled unless both sellers and e-consumer agreed. However, under Sale of Goods Act 1957, section 41(1) " Buyer's right of examining the goods", where goods are delivered to the buyer which he has not previously examined, he is not deemed to have accepted them unless and until he has had a reasonable opportunity of examining them for the purpose of ascertaining whether they are in conformity with the contract. If the e-consumer can examine the goods before delivering, then e-consumer might know who caused the goods defective. Normally, online shopping always does not provide e-consumers to examining the goods before they buy and they not even physically have seen the item until the item arrive. E-commerce sellers and consumers often do not fulfill this law when doing their transaction. Anonymity and Pseudonymity Look at the law in Malaysia still got some issues cannot be solved properly, like the law do not required both parties use real name, and provided physical address when doing e-commerce, so the identity of the provider or seller as well as physical address not be communicated to the e-

consumer. For example, transaction on eBay and other online auction sites normally let the parties to remain anonymous or use a pseudonym. The identity of the parties is kept secret until only revealed after the close of the bidding process and the acceptance by the buyer of the highest bid as the winning bid. From here we can see that, e-consumer need legislation about businesses required to provide details as to their identity. So if there are any frauds or breach of contract occurs, the buyer or e-consumer knows who to complain to, or who to sue. (Christine, 2009)

Difficulty to Contact Seller This is the problem come from anonymity and pseudonymity, because when the seller identity, physical address and the information are not true, e-consumer will hard to find out the seller, if the seller refuses to give respond to the e-consumer. For example, when there is a defective product received by e-consumer, they may faced the problem when seller refused to give respond to the e-consumer's complaint or seller promising e-consumer a refund, but after that also refuse to respond to the e-consumer's when attempts to contact them. If cannot contact the seller, the e-consumer may not be able to avail his or her rights. If the seller does not want to cooperate or comply with the law, e-consumer has difficulty to obtain indemnity. Law in Malaysia still cannot solve this problem by using The Contracts Act and The Sales of Goods Act as well as Electronic Commerce Act.

Lack of awareness of rights E-consumers are lack of awareness when using internet services especially when shopping online. Most of the e-consumers are only know about some simple rights. The online traders often exploit the buyers' uncertainty and violate e-consumers' statutory rights by shirking their legal responsibility to remedy situations by offering refunds, repairs or replacements. According to

Chart 1, from OFT research found that only 23% of e-consumers were just aware of how long they were allowed to cancel their order in 2009.

Therefore, most of the e-consumers are being fraud by the online traders.

Contracts Act and The Sales of Goods Act in Malaysia haven't state the detail of how long the e-consumer can cancel their online order, when is the

cooling off period to reject the acceptance. Chart 1: Awareness of rights

when shopping onlineC: UsersuserPicturesawareness. jpgNote: From Findings from consumer surveys on Internet Shopping (2009).