

The perfect tender rule

[Business](#), [Marketing](#)



Because of the heavy volume of goods present in the traffic passing through the Internet-assisted sales via business-to-business (B2) and business-to-customer (B2C) websites that provide the capability to sell items to customers via e-commerce, this new avenue of business transaction yields itself vulnerable to the possible breakdown of the quality of the goods and the presence of damage via physical evidence like scratches, dents and broken parts, or the total inoperability of the item or the rendering of the item useless because of the trauma of the damage to the item, by the time it reaches the customer who ordered for such item and paid for such item in advance.

There are many reasons why such a possibility is highly possible with the use of e-commerce (e. g. mismanaged and poor quality control, warehousing, transport services etc). The extended supply chain of Internet sales compared to the traditional shop shelf selling makes it more vulnerable to instances resulting to damage and customer dissatisfaction (Walters, 2007, p. 206).

Because of this possibility, it is important to assess the impact of such eventuality to what is known as the perfect tender rule.

The perfect tender rule, according to Miller and Jentz (2005) refers to the responsibility of the seller “ to deliver goods in conformity with the terms of the contract in every detail (Jentz 2005, p. 360).” In layman’s terms, the perfect tender rule is the responsibility of the seller to make sure that the product or item the customer ordered and paid for arrives at his/her doorstep in pristine condition, since the customer has the right to reject the item that was delivered to him/her if the customer has sufficient reasons and/or

<https://assignbuster.com/the-perfect-tender-rule/>

grounds to justify the claim that the product does not anymore adhere to the characteristics of the item which the customer originally ordered and paid for.

But the perfect tender rule is not entirely perfect, and over the years merchandisers and sellers have managed to come up with ways on how to circumvent the impact of the perfect tender rule or to minimize the impact of the perfect tender rule. The Internet-based sellers like the B2B and B2C entities take part in utilizing what can be considered as the implications to the perfect tender rule of the great increase in the sale of goods, not just limited to the case of the Internet selling but also attributed to the fact that the world is succumbing to commercialism and consumerism.

Generally, the implications to the perfect tender rule by the increase of sales of goods through the internet is characterized by the new alternatives that sellers can resort to in the event that customers have a legitimate claim. Sound business practice points to the option wherein the business entity gets to keep its client regardless of the delivery of damaged/defective goods.

This is possible because of the consent of both customers and sellers to alternative solutions for the problems posed by the perfect tender rule, and this include the creation of many different options that will ultimately satisfy the ' perfect tender rule'.

The increase in sales (and in the demand for goods to which consumers compete over) may have triggered the creation of other things that underplay the blanket effect of the perfect tender rule. This includes the creation of purchase agreement wherein the customer expresses the desire

to accept the delivered goods regardless of the presence of possible damage to the good(s) or item(s), or the agreement between parties that business transactions will continue as planned despite the presence of defective or damaged items or goods so long as the supplier/seller replaces or fixes the damaged or broken item(s) over a particular period of time.

The perfect tender rule was meant to protect the consumers from unfair purchasing situations, but because of the changes happening in the socio-economic landscape of the modern world, previously practiced business paradigms are being forced to reshape itself so that it can remain enforceable considering the present situation(s).

The perfect tender rule will not remain perfect, and socio-economic changes, like the entry of Internet sales and e-commerce and the high influx of business generated in it, will bend, shift and alter the design of principles like the perfect tender rule, through the consent of both consumers and sellers so that trade practices remain mutually beneficial.

References

Miller, Roger LeRoy and Jentz, Gaylord A. (February 2005). *Business Law Today, The Essentials/ 2006 Business Law and Legal Environment Texts* . South Western.

Waters, Donald D. (January 2007). *Global Logistics: New Directions in Supply Chain Management*. Kogan Page, Limited.