

# CONSUMER NOTICE

**Published by order of the Federal Court of Australia**

**MSY Technology (VIC/NSW/QLD/SA/WA)**

## **WARRANTIES FOR GOODS IMPLIED BY LAW**

Following legal action by the Australian Competition and Consumer Commission, MSY Technology has accepted, and the Federal Court has declared that MSY Technology (VIC/NSW/QLD/SA/WA) made false, misleading or deceptive representations in a number of its notices, price lists, promotional material, pamphlets and receipts in breach of sections 52 and 53(g) of the Trade Practices Act 1974 (the **TPA**)(now known as the Competition and Consumer Act 2010 (the **CCA**)).

MSY Technology (VIC/NSW/QLD/SA/WA) has admitted before the Court and the Court found that some of MSY Technology (VIC/NSW/QLD/SA/WA)'s notices, price lists, promotional material, pamphlets and receipts contained false, misleading or deceptive statements, including statements that lawfully:

1. disclaimed MSY Technology (VIC/NSW/QLD/SA/WA)'s responsibility under Division 2 of Part V of the TPA for providing warranties to consumers;
2. restricted MSY Technology (VIC/NSW/QLD/SA/WA)'s responsibility under Division 2 of Part V of the TPA for providing warranties to consumers;
3. restricted MSY Technology (VIC/NSW/QLD/SA/WA)'s responsibility under Division 2 of Part V of the TPA for providing warranties by inviting consumers to pay a fee for the warranties from a third party warranty supplier.

MSY Technology (VIC/NSW/QLD/SA/WA) informs consumers that the warranties, conditions or guarantees implied into consumer contracts under what was Division 2 of the TPA until 31 December 2010, and from 1 January 2011, is Schedule 2, Part 3-2, Division 1 of the Australian Consumer Law, consisting of Schedule 2 to the CCA (and relevant State-based Fair Trading legislation) and the remedies available to consumers if those warranties and conditions are breached, **cannot be excluded nor, in many cases, limited**. Owners of goods also have certain other rights and remedies under the TPA/Australian Consumer Law available directly against manufacturers that **cannot be excluded or limited**. Such conditions, warranties, rights and remedies are therefore available to consumers of MSY Technology (VIC/NSW/QLD/SA/WA)'s goods.

The Federal Court also made orders (to which MSY Technology (VIC/NSW/QLD/SA/WA) has consented) that MSY Technology (VIC/NSW/QLD/SA/WA):

1. be restrained from making representations to similar effect in the future;
2. pay penalties for breaches of s53(g) of the TPA;
3. implement a trade practices compliance program;
4. pay the ACCC's costs.

For further information, contact MSY Technology (VIC/NSW/QLD/SA/WA).