Shopping: What Are Your Rights?



You've been saving up for some time and are finally ready to buy a new video game console!

Before you make a purchase online or in store, make sure you understand how the law protects you! For every purchase, big or small, you have rights.



Important information

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We update this activity regularly. Check that you are using the latest version at legallifeskills.ca/

Some useful definitions

Consumer: a person who buys a product or service for their personal use.

For example, you're a consumer when you:

- buy a sandwich at a restaurant,
- buy groceries at the supermarket,
- get your hair cut at a salon,
- order a cell phone online, or
- take classes at a gym.

But if you buy a product or service for your company, you're not a consumer. For example, the

owner of a stationery store who buys printers for the store isn't a consumer.

Merchant: a person or company that regularly sells products or provides services to consumers.

Examples include

- an online thrift store,
- an electronics store,
- a hairdressing salon,
- a gym, or
- an organic grocery store.

Manufacturer: a person or company that manufactures products.

For example, a company that makes toys or musical instruments.

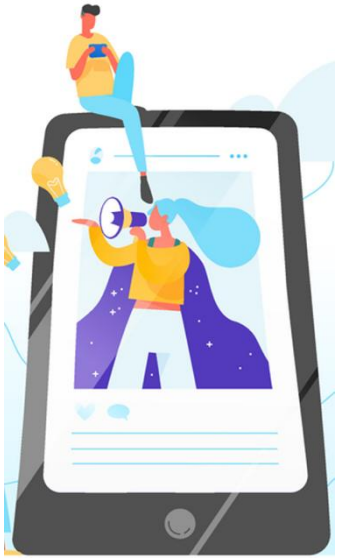
Your rights at the time of purchase

The right to pay the advertised price

When a merchant advertises or posts a price for a product or service, you have the right to buy it for that price.

What if the price on my receipt is higher than the advertised price? See if the Accurate Pricing Policy applies to the store. You can do this by asking the staff or by looking for the Accurate Pricing Policy sign near the checkout. In French, it's called the Politique d'exactitude des prix.

This Policy tells you what your rights are if the price you pay is higher than the one that was advertised. It's worth it to check your receipt: you could save money, or even get something for free!



The discount depends on the product's price. If the product costs $15 or less, you get the item for free when the advertised price is incorrect. If the product costs more than $15, you pay $15 less than the lowest advertised price.

If you realize the mistake later on, you can still return to the store and ask for a discount or refund.

Important! Most merchants will need to see your receipt before they honour the Policy.

Just know that the Policy doesn't apply to clothing or to products that don't have a bar code, like bulk fruits and vegetables.

The right to get what was advertised

An advertisement is a promise. Merchants must provide products or services that match what they describe in their advertisement s on TV, the Internet, billboards, or anywhere else.

This means that you have the right to buy a product or service as advertised. Merchants must also honour the advertised price.

A real-life example

Someone signed an agreement with a travel agency for a $2,522 travel package. This price was advertised on the agency's website. A few days before this person's trip, the agency contacted him to say that he had to pay $1,248 more. The agency claimed that the wrong price had been posted on their website due to a technical error, and that the travel package's real price was actually $3,770. This person paid the extra amount because he didn't want his vacation to be cancelled at the last

minute.

But when he got back from his vacation, he went to court to ask to be refunded the extra amount. The court ordered the agency to pay this person back the extra $1,248 because the agency should have charged the price that it advertised on its website.

Did you know?

In Quebec, it's illegal to advertise to children who are under the age of 13. But there are some exceptions to this rule. Advertising can be directed at children under 13 if it

- appears in a children's magazine that is published at least every three months,
- is about a children's show, or
- is educational (like a safety campaign).

Important! Pay attention to everything that is written or said in an advertisement. Sometimes, important information is in the fine print. For example, you may have to meet certain requirements to get a discount.

But advertisements can't be false or misleading. This means that an advertisement can't contain any images or words that make you believe something that isn't true. For example, a merchant can't suggest that a television has a high-definition screen if it doesn't. Or a car advertisement can't use a photo of a more expensive model than the one that's really for sale.

If the advertising for a product or service you purchased was false or misleading, you can ask the merchant for a refund.

The right to pay with a gift card

Have you ever received a gift card that had to be used before a certain date?



Generally, it's against the law for merchants to put an expiry date on gift cards. This means that there's no deadline for using a gift card, even if it has an expiry date on it.

If there's only $5 or less left on your gift card after you use it, you can ask the merchant to give you that amount in cash.

Your rights after making a purchase

You also have consumer rights after you make a purchase.

If you realize after you buy something that it isn't what you want, can you exchange it or get a refund?

This depends on why you don't want it anymore.

Changed your mind? A refund isn't always possible

The law only requires merchants to take back a product if something's wrong with it. But if the merchant has its own refund or exchange policy, they must also honour this policy.

Find out before you buy! Here are some questions you can ask the merchant:

- Do you have a refund or exchange policy?
- Does the policy apply to my purchase?
- What is the deadline for returning or exchanging this item?

Something wrong with what you bought? The law protects you!

Whether you bought something online or in store, merchants must make it right if the product doesn't work properly. This is called a warranty.

A warranty is the merchant's promise that what you buy will work properly for a certain amount of time. If not, the merchant has to repair it, whether it's a bicycle, a computer, or something else. In some cases, the merchant has to replace the item or give you a refund. You may be asked to pay for certain repairs, but only if this is clearly written in the warranty.



Four kinds of warranties may apply to your purchases: the legal warranty, the warranty of good working order, a manufacturer's warranty, and an extended warranty.

Legal warranty: basic protection

The **legal warranty** is **free** and **automatically applies** to every product you buy from a merchant in

Quebec, with very few exceptions.

The legal warranty means that your new product must work properly for a reasonable amount of time.

How long is reasonable?

- It depends on the product. For example, you can expect an aluminum hybrid bike to last longer than a plastic tricycle for toddlers.
- It also depends on how much you paid. For example, you can expect an expensive brand-new bike to last longer than a cheap bike from a second-hand store.

Important! The legal warranty doesn't cover problems that are your own fault. If you buy a new bike and it stops working one week later for no reason, the merchant has to help you out. But if you damage your light-weight racing bicycle by using it to do stunts at the skate park, you probably won't get a refund.

The warranty of good working order: protection for certain items

The warranty of good working order is also free and automatically applies to certain new items purchased on or after October 5, 2026.

This warranty means that the item must work properly for a certain amount of time. The time depends on the item:

- 6 years for a stove, fridge, freezer, air conditioner or heat pump,
- 5 years for a washer, dryer or dishwasher,
- 4 years for a television,
- 3 years for a computer, a video game console, a cell phone or a tablet.

If the item stops working properly during this period, the merchant and the manufacturer could need to repair it.

Important! Just like the legal warranty, the warranty of good working order doesn't cover problems that are your own fault. It also doesn't cover regular maintenance of these items, like cleaning.

Manufacturer’s warranty: additional protection that’s sometimes offered by the merchant or the manufacturer



Merchant



Manufacturer

Some purchases are also eligible for a longer or better warranty. This is usually called the

manufacturer’s warranty, even though it can also be offered by a merchant. You may also have

heard the term “contractual warranty”.

This kind of warranty is usually explained in a document that comes with your purchase or on

the manufacturer’s website.

Here are some examples of what a manufacturer’s warranty can promise you:

- If the product stops working within two years, the manufacturer will give you a refund.
- The merchant will repair the product for free, for life!

Sometimes, you have to pay to get this warranty. If so, the cost must be explained in the warranty agreement.

It’s up to the merchant or manufacturer to decide what to include in this kind of warranty and for how long. So, not all warranties are the same.

Extended warranty: even more protection in addition to the others



Sometimes, merchants even offer an extended warranty. An extended warranty adds to the automatic legal warranty and the manufacturer's warranty if there is one. It doesn't replace these warranties.

You usually have to pay extra for an extended warranty.

Before selling you an extended warranty, the merchant must tell you about the free legal warranty, any manufacturer's warranty, and what these other warranties cover. This allows you to decide if it's worth paying for the extended warranty, or if the other warranties are enough for you.

This table summarizes the different kinds of warranties.

	Automatic	Cost
Legal Warranty	Yes	Free
Manufacturer's Warranty	No	Free or costs extra
Extended Warranty	No	Costs extra

Lost package? You can ask for a refund!

Unfortunately, packages can sometimes get lost when you shop online. If you don’t receive an online purchase within 30 days, you can write to the merchant to ask for a refund.



The Quebec consumer protection office

(Office de la protection du consommateur)

Contact the Quebec consumer protection office if

- you have questions before or after purchasing something online or in a store, or
- you have a problem and need information about your consumer rights.

opc.gouv.qc.ca