

The Right of Return

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Q: As a retailer, am I obligated to refund a purchase of defective merchandise if I know I will not be reimbursed, in turn, by my supplier?

A: A seller is required to accept, for a full refund, a return of faulty merchandise. This obligation is independent of the seller's ability to get his own purchase of the item refunded. Even if the seller told the buyer at the time of the sale that there could be no returns, the seller would still be obligated to provide a refund, because that declaration is not assumed to apply to defective merchandise. The sale of a defective product is voided retroactively: Once it emerges that a deficient item was sold, no sale ever took effect. The halachic test of the severity of a defect is whether the average buyer, upon discovering it, would seek to return the item. In such a case, the seller must offer a full refund. A partial refund (i.e., discounting the item) or store credit is insufficient, unless such alternatives are satisfactory to the purchaser. These rules are generally overridden by accepted community practice or a prominently posted store policy. The buyer's right to return a bad product persists even after he has used it, and even if that use devalued it severely, provided that a) the use was a typical one, and b) he stopped using it after discovering the defect, as the halacha requires. (If he continues to use it afterward, he has waived his right to return it.) However, if the buyer benefited from the use, the value of that benefit would be deducted from his refund. If the buyer suffered indirect damages as a result of the purchase of bad merchandise, e.g., he paid to transport furniture or to alter a suit before becoming aware of the deficiency, the seller bears no liability for such costs unless he knew or should have known about the problem. In such a case, he would at least have a moral obligation to pay.