

**THE IMPACT OF THE CHANGES TO UK SALE OF
GOODS LAW BROUGHT BY “THE SALE & SUPPLY OF
GOODS TO CONSUMERS REGULATIONS 2002” UPON
CONSUMERS OF FOOD PRODUCTS**

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ABSTRACT

“1999/44/EC Directive on Aspects of the Sale of Goods and Associated Guarantees” was accepted in 1999 to bring minimum harmonization for the consumers all around the European Union. UK integrated the provisions of the Directive into its existing sales code by the “Sale & Supply of Goods to Consumers Regulations 2002”. This Regulation brought some important changes to UK Sale of Goods Law, one which is that it can only be applied to consumer sales. Additionally to that, the Regulations 2002 give broadened definition of the concept of “conformity with the contract”, make changes in the concept of “satisfactory quality” and add new remedies to protect consumers. But it can be said that the main amendment made by the Regulation is on the remedies. If the goods do not conform to the contract of sale at the time of delivery, the buyer has the right to require the seller to repair or replace the goods, or to require the seller to reduce the purchase price of the goods to the buyer by an appropriate amount, or to rescind the contract with regard to the goods in question. Even though the Directive and the Regulation, bring some changes with the aim of consumer protection, in time it has been seen that they actually do not protect consumers better than the existing laws in UK.

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KEY WORDS: *EC Directive on Aspects of the Sale of Goods and Associated Guarantees, The Sale and Supply of Goods to Consumers Regulations 2002, Satisfactory quality, Implied terms*

“TÜKETİCİLERE MAL SATIŞ VE TEDARİKİ REGULASYONU 2002” İLE İNGİLİZ SATIM HUKUKUNA GETİRİLEN DEĞİŞİKLİLERİN GIDA ÜRÜNLERİNİ TÜKETİCİLERİ ÜZERİNDEKİ ETKİSİ

ÖZET

“1999/44/EC Malların Satımı ve Birleşik Garantilerin Durumu Hakkındaki AT Direktifi”, 1999 yılında, Avrupa Birliği dahilindeki tüketiciler arasında minimum uyum sağlamak amacıyla kabul edilmiştir. Birleşik Krallık, söz konusu Direktifin hükümlerini, kendi, var olan satım hukukuna ilişkin kanunlarına, “Tüketicilere Mal Satış ve Tedariki Regulasyonu 2002” ile dahil etmiştir. Bu Regulasyon ise, Birleşik Krallık Satım hukukuna, regulasyonun yalnızca tüketici satışlarında uygulanabilecek olması gibi, çeşitli önemli değişiklikler getirmiştir. Bunun yanı sıra Regulasyon, “sözleşmeye uygunluk” kavramının tanımını genişletmiş, “tatmin edici kalite” kavramında değişiklikler yapmış ve tüketicileri koruma amacıyla yeni yaptırımlar getirmiştir. Regulasyonun getirdiği en önemli değişikliğin de, yaptırımlar alanında olduğu söylenebilir. Eğer mal, teslim anında, satım sözleşmesine uygun değilse, alıcının satıcıdan malın tamir edilmesini ya da yenisi ile değiştirilmesini ya da malın fiyatının uygun miktarda azaltılmasını isteme veya sözleşmeyi feshetme hakkı bulunur. Fakat, tüketicinin korunması alanında çeşitli yenilikler getirmekle birlikte, Direktifin ve dolayısıyla da onu yürürlüğe koymak için kabul edilmiş olan Regulasyonun, bu alanda Birleşik Krallık’da uygulanmakta olan kanunlardan çok daha geniş kapsamlı bir koruma getirmediği zaman içinde görülmüştür. Bu yüzden de, Birleşik Krallık minimum uyum getirmeyi amaçlayan Direktifin getirdiği korumalarla yetinmeyerek, iç hukukunda daha fazla tüketiciyi koruma yanlısı düzenlemeler bu açığı kapamıştır.

ANAHTAR KELİMELER: *Malların Satımı ve Birleşik Garantilerin Durumu Hakkındaki AT Direktifi, Tüketicilere Mal Satış ve Tedariki Regulasyonu 2002, Tatmin edici kalite, Zımnî şartlar*

The Impact of the Changes to UK Sale of Goods Law Brought by “The Sale & Supply of Goods to Consumers Regulations 2002” upon Consumers of Food Products

With the aim of harmonizing consumer protection laws, creating common rights and remedies within the EU and encouraging people to shop across borders¹, EC Directive on Aspects of the Sale of Goods and Associated Guarantees² was accepted in the mid 1999.

The idea of a legally enforceable European quality standard has got its roots in EC Directive 99/44, on certain aspects of the sale of consumer goods and associated guarantees, initially appeared in 1990 in the first draft of the Directive on Unfair Terms in Consumer Contracts. Harmonisation was proposed as a legal guarantee based on the legitimate expectations of the consumers³. Harmonisation is accepted as necessary in order to enable and encourage consumers to take advantage of the Single Market. Differences in the sales law of different Member States act as a deterrent to consumers who might shop abroad⁴.

As it sets a minimum baseline for consumers’ rights across the internal market, it is possible for the Member States to bring more

¹ SHEARS Peter & ZOLLER Francis E. & HURD Sandra N. "It will be the Biggest Change to Consumer Rights?" (2000) *Journal of Business Law* p. 263; The Sale and Supply of Goods to Consumers Regulations 2002, A Brief Introduction- Full Version, Department of Trade and Industry Consumer and Competition Policy Directorate, p. 1.

² Directive 1999/44/EC of the European Parliament and the council of 25 May 1999, OJL 171/12, 7 July 1999.

³ OUGHTON David & WILLET Chris “Quality Regulation in Europe Private Law” (2002) 25 *Journal of Consumer Policy*, p. 300.

⁴ BRADGATE Robert "Consumer Guarantees: the EC's Draft Directive", (1997), Web Journal of Current Legal Issues, Issue 1, <http://webjcli.ncl.ac.uk/1997/issue1/bradgate1.html>

protective rules, as long as they conform to Treaty rules and do not cause an obstacle for free movement of goods within the Single Market⁵.

UK integrated the provisions of the Directive into its existing sales code by the Sale & Supply of Goods to Consumers Regulations 2002 (in force from 31 March 2003). This method brings advantages in terms of familiarity and not having two overlapping regimes⁶. It provides effective co-ordination between the new and the existing rules and prevents having too many rules on the same subject. The rules of the Directive may be able to be brought under the umbrella of existing rules. This reduces the number of rules. It also leads to certainty, as affected parties are already familiar with the existing standard. This is likely to facilitate better compliance by sellers and reduce the amount of time spent on resolving disputes⁷.

But also it brings disadvantage in giving rise to some different appliances. Mainly all sales of goods rules are applied to both consumers and commercial sales. But the amendments brought by the Regulations 2002 cover only the consumer sales. Because of this reason, different rules apply depending upon whether the buyer is a consumer or not⁸.

The Regulations 2002 give broadened definition of the concept of conformity with the contract, make changes in the concept of satisfactory

⁵ Implementation of the Directive 1999/44/EC on Certain Aspects of Sale of Consumer Goods and Associated Guarantees in the United Kingdom. <http://www.epravo.cz/top/clanky/implementation-of-the-directive-199944ec-on-certain-aspects-of-the-sale-of-consumer-goods-and-associated-guarantees-in-the-united-kingdom-18869.html>

⁶ TWIGG- FLESNER Christian & BRADGATE Robert "The E.C. Directive on Certain Aspects of the Sale of Consumer Goods and Associated Guarantees- All Talk and No Do?" Web Journal of Current Legal Issues, Issue 2, p.5. <http://webjcli.ncl.ac.uk/2000/issue2/flesner2.html>

⁷ OUGHTON & WILLET, (2002), p. 306. OUGHTON & WILLET, (2002), p.306; WATTERSON Stephen "Consumer Sales Directive 1999/33/EC- The Impact on English Law", (2001), 9 *European Review of Private Law*, p. 220.

⁸ OUGHTON & WILLET, (2002), p. 323.

quality and add new remedies to protect consumers. Not all amendments brought by the Regulations will be examined here. Instead we will focus only on the changes that affect the consumers of commercially supplied food products.

Seller is defined as “any natural or legal person who, under a contract sells consumer goods in the course of his trade, business or profession”⁹. And consumer is defined as “any natural person who, in contracts covered by this Directive, is acting for purposes which are not related to his trade, business or profession”¹⁰.

Directive Article 2 regulates conformity with the contract. As the existing English law already regulated this area with a more consumer protective way¹¹, the only amendment brought by the Regulations is about Directive Article 2(2) (d). Regulations 2002 Article 3, add a new subsection-(2D) to s.14 SAG 1979: Any public statements on the specific characteristics of the goods made about them by the seller, the producer or his representative, particularly in advertising or on labelling such as;

a) statements made solely by the seller in brochures, notices, labelling and general advertising

b) statements originally made by the producer or his representative (in brochures, notices, labelling and general advertising) but then passed on, displayed or otherwise conveyed to the consumer by the seller.

c) statements by the manufacturer or his representative in brochures, notices, labelling and general advertising which have not been passed on to the consumer by the seller, but rather conveyed directly to the consumer via the media, billboard advertising, direct mailing, text messaging etc.

⁹ Directive Article 1(2)[Eur-lex.europa.eu/LexUriServ](http://eur-lex.europa.eu/LexUriServ)

¹⁰ Directive Article 1(2); Regulations 2002 reg. 2. TWIGG-FLESNER & BRADGATE, (2000), p. 5; DEARDS Elspeth "*The Proposed Guarantees Directive: Is It Fit for the Purpose?*" (1998) 21 *Journal of Consumer Policy*, pp.101-102.

¹¹ Second Consultation on EC Directive 1999/44/ÊC on Certain Aspects of the Sale of Consumer Goods and Associated Guarantees (DTI, London, 2002) p. 54 www.dti.gov.uk/ccp/archieve/consultations.htm.

are accepted as legally binding if the buyer deals as consumer.

(c) provides a new protection for the consumers. It brings liability from the statements by the manufacturer or his representative¹². Statements by the manufacturer or his representative play an important role in the development of consumers' expectations in modern markets. Before this provision, sellers would not have been liable for such statements of manufacturer or his representative under s. 14 SGA 1979¹³. And the courts were not keen on imposing contractual or tortuous liability on the manufacturer¹⁴. Now, such statements are taken into consideration in determining the seller's conformity obligation¹⁵.

The Directive does not place a direct liability on the manufacturer for advertising statements. But, such statements are now taken into consideration in determining the scope of the seller's conformity obligation¹⁶.

According to new subsection- (2E) added to s. 14 SGA 1979 by the Regulations 2002: The seller is not liable for the public statements:

a. at the time the contract was made, he was not and could not reasonably have been aware of the statement.

b. before the contract was made, the statement had been withdrawn in public or to the extent that it contained anything which was incorrect or misleading it had been corrected in public or,

c. the decision to buy the goods could not have been influenced by the statement¹⁷.

¹² WILLETT Chris & MORGAN-TAYLOR Martin & NAIDOO Andre "The Sale & Supply of Goods to Consumers Regulations" (2004, Jan.) *Journal of Business Law*, pp. 94 etc.

¹³ WATTERSON, (2001), p.208; WILLETT Chris "The Rule of Contract Law in Product Liability" in *The Law of Product Liability* (GRUBBS & HOWELLS eds. Butterworths, 2000), p. 73.

¹⁴ WILLETT, (2000), pp. 56-59.

¹⁵ OUGHTON & WILLETT, (2002), p. 312.

¹⁶ TWIGG-FLESNER & BRADGATE, (2000), p. 15.

¹⁷ TWIGG-FLESNER & BRADGATE, (2000), p. 16.

The goods must be in conformity with the contract at the time of delivery to consumer¹⁸. There is no definition of when exactly the delivery occurs in the Directive and this causes some problems¹⁹. In English law, risk passes, when the property of the goods passes to the consumer²⁰, unless either party is at fault in making or taking delivery²¹. In order to bring broader protection for consumers, under Regulations 2002, in cases where the goods are brought to the buyer by a carrier, risk passes when the goods are physically delivered to the consumer²².

The pre-existing remedies under Sales of Goods Act 1979 are the right to claim damages and a right to reject the goods and terminate the contract where there is a breach of a condition or for a sufficiently serious breach of an innominate term. With Part 5A of the Regulations 2002, some amendments have been made on remedies. According to the new regime, if the goods do not conform to the contract of sale at the time of delivery, the buyer has the right to require the seller to repair or replace the goods, or to require the seller to reduce the purchase price of the goods to the buyer by an appropriate amount, or to rescind the contract with regard to the goods in question²³.

The remedies of repair, replacement, price reduction and rescission are applied only to consumers²⁴. Consumers have an opportunity to choose among the different remedies. This new remedies regime is hierarchical. First, the consumer can ask for free repair or

¹⁸ Directive Art. 2; SGA 1979 ss. 13,14 and 48 F.

¹⁹ TWIGG-FLESNER Christian "The EC. Directive on Certain Aspects of the Sale of Consumer Goods and Associated Guarantees" (1999) 7 *Consumer Law Journal* pp.177-179.

²⁰ SGA 1979 s. 20 (1)

²¹ SGA 1979 s. 20 (2).

²² Regulations 4 (2), (3) amending SGA ss. 20 &32.

²³ SGA 1979 s. 48A (2). MORGAN-TAYLOR Martin & NAIDOO Andre "The Draft Regulations to Adopt the Directive on Certain Aspect of Sale of Consumer Goods and Associated Guarantees- Problems of the Time of Conformity for the Quality Obligation" (2002) 3 *Web Journal of Current Legal Issues*,
<http://webjcli.ncl.ac.uk/2002/issue3/taylor.3html>.

²⁴ OUGHTON & WILLET, (2002), p. 323; DEARDS, (1998), p. 105.

replacement. If so, the seller must repair or replace the goods within a reasonable time but without causing significant inconvenience to the buyer, bearing any necessary costs incurred in doing so²⁵. Second, the buyer can ask for price reduction and rescission if he is not entitled to repair or replacement; or if he has required the seller to repair or replace the goods, but the seller is in breach of the requirement of section 48B(2)(a) to do so within a reasonable time and without significant inconvenience to the buyer²⁶. The buyer must not require the seller to repair or replace the goods if that remedy is impossible, or disproportionate in comparison to the other of those remedies²⁷. A remedy will be disproportionate if it imposes costs on the seller. Also the buyer must give the seller a reasonable time to repair or replace the goods²⁸.

Reasonable time and significant inconvenience is determined by reference to the nature of the goods, and the purpose for which the goods were acquired²⁹. A partial or full refund is possible, depending on what is reasonable in the circumstances. If a product that was defective at the time of sale is returned to the retailer, the consumer is legally entitled to a full refund if this is within a reasonable time of the sale. But he cannot expect a legal remedy where goods have defects that he knew about before the sale or that should have been evident on reasonable inspection³⁰.

Generally, the consumer needs to demonstrate the goods were defective at the time of sale. This is so if the consumer chooses to request an immediate refund or compensation. It is also the case for any product returned more than six months after the date of sale. But if the consumer

²⁵ SGA 1979 s. 48B (2).

²⁶ SGA 1979 s 48C (2); also Directive Article 3(5); OUGHTON & WILLETT, (2002), p. 319.

²⁷ SGA 1979 s.48B (3).

²⁸ SGA 1979 s.48D (1).

²⁹ SGA s. 48B (5)

³⁰ British Institute of International and Comparative Law "Product Liability"(30.04.2004)

http://www.biicl.org/files/1123_overview_uk.pdf

returns goods in the first six months from the date of sale and request a repair or replacement or thereafter a partial or full refund, the consumer does not have to prove the goods were defective at the time of the sale. If the retailer does not agree, it is for him to prove that the goods were satisfactory at the time of sale³¹. Any lack of conformity becoming apparent within six months of delivery is presumed to have existed at the time of delivery unless such a presumption is incompatible with the nature of the goods or the nature of the lack of conformity. There is a reversed burden of proof within six months³². Before these amendments, consumers had to establish a breach of contract even where a problem has emerged within six months of the sale. This six-month rule is a proper recognition of the informational imbalance that exists between sellers and consumers³³. Also sellers may have access to information to help them to establish that the goods are conformant³⁴.

Different from the Directive, SGA does not prevent a consumer from rejecting the product and obtaining a full refund even there is a minor defect³⁵.

Before these changes made by the Regulations 2002, consumers were allowed to go straight to rescission or price reduction but were not traditionally provided with repair or replacement remedies³⁶. SGA 1979 s. 53 (1) allows a damages remedy to be used by the buyer by setting up

³¹ SGA 1979 s. 48 A(3). The Sale and Supply of Goods to Consumers Regulations 2002, A Brief Introduction, p. 3.

³² SGA 1979 s. 48A (3), (4).

³³ OUGHTON & WILLETT, (2002), p.313.

STAUNDENMAYER Dirk “The Directive on the Sale of Consumer Goods and Associated Guarantess- A Milestone in European Consumer and Private Law” (2000), 8. *European Review of Private Law*, p. 557.

³⁵ Implementation of the Directive 1999/44/EC on Certain Aspects of Sale of Consumer Goods and Associated Guarantees in the United Kingdom. <http://www.epravo.cz/top/clanky/implementation-of-the-directive-199944ec-on-certain-aspects-of-the-sale-of-consumer-goods-and-associated-guarantees-in-the-united-kingdom-18869.html>

³⁶ WATTERSON, (2001), p. 210; WILLETT, (2000), p. 12; BEALE H.& HOWELLS G. EC Harmonisation of Consumer Sales of Law- A Missed Opportunity?”(1997), *Journal of Contract Law* V. 12, p. 30.

the breach of contract in diminution or extinction of the price. But obviously, it is different from the amendments made by the Regulations 2002³⁷. In fact, if the consumers would have been allowed to use the rescission remedy directly, they might have a stronger position, more bargaining power against the sellers. Most consumer disputes are in practice be resolved by negotiation with the seller, as the consumer might not time, knowledge or the necessary sources to go to the courts³⁸.

A clear right to reject the goods strengthens the consumers' position. This way, they can persuade the seller to give them what they want. Consumers, most of the times want a quick repair. Their ability to threaten rejection may provide sellers a good incentive to agree to do the repair³⁹.

Also, the private consumers have less incentive to reject unreasonably or dishonestly than do commercial buyers. For this reason, it is a good opportunity for private consumers to be able to have an immediate right to reject goods. Commercial buyers usually reject the goods when there is a downturn in the market. By doing so, they make resale less profitable⁴⁰.

Because of the nature food, when defective food is the case, most proper remedy would be damages depending on the value of the food and consequential loss caused by consumption of defective food. As seen, the new remedies can be described as less favourable to consumers. But in the UK, the immediate right to reject the goods and recover the price still operates until the buyer is deemed to have accepted the goods⁴¹.

Under the 48F goods do not conform to a contract of sale if there is, in relation to the goods, a breach of an express term of the contract or

³⁷ TWIGG-FLESNER & BRADGATE, (2000), pp. 22-23.

³⁸ OUGHTON & WILLETT, (2002), p. 316. RAMSAY Ian, *Consumer Law and Policy Text and Materials on Regulating Consumer Markets* (2. Ed. Hart Publishing, 2007), pp.646-647.

³⁹ COLLINS Hugh *Regulating Contracts* (Oxford Univ. Press, 1999), p.125; OUGHTON & WILLETT (2002), p.316.

⁴⁰ BRIDGE M. G. *The Sale of Goods* (Oxford Univ. Press, 1997), p.220.

⁴¹ SGA 1979 s. 35. *Bernstein v Pamsons Motors (Golden Green) Ltd* [1987] 2 All ER 220.

a term implied by section 13, 14 or 15. With the amendments made by 2002 regulations, a breach of an express term of the contract is accepted as non conformity with the contract.

The Regulations 2002 also bring some changes on the enforceability and transparency of commercial guarantees given to consumers⁴². In pre-existing English law there was no contractual connection between the producer and the consumer, but Regulations 2002 solved some uncertainties existed in pre-existing English law and made it easier for consumers to make a claim. Under the Directive Article 1(2)(e) Guarantee means any undertaking by a seller or producer to the consumer, given without extra charge, to reimburse the price paid or to replace, repair or handle consumer goods in any way if they do not meet the specifications set out in the guarantee statement or in the relevant advertising.

Where goods offered with a consumer guarantee, that guarantee will take effect at the time of delivery as a contractual obligation owed by guarantor under the conditions set out in the guarantee and associated advertising⁴³. The guarantee must set out its contents in plain, intelligible language (English for the goods offered within UK)⁴⁴ and make clear its duration and scope and the name and address of the guarantor⁴⁵. If the consumer requests, the guarantee must be made available in writing or other durable medium available and accessible to him within a reasonable time⁴⁶.

As a conclusion, we can say with its lower level of consumer protection, 1999/44/EC Directive was not a big success. In fact UK domestic law was providing a higher level of consumer protection than the 1999/44/EC Directive. As the Directive brought minimum

⁴² Directive Article 6 implemented as Regulation 15. Twigg-Flesner C. "Dissatisfaction Guaranteed? The Legal Issues of Extended Warranties Explored" (2002) *Web Journal of Current Legal Issues* <http://webjcli.ncl.ac.uk/2002/issue4/twigg-flesner4.html>.

⁴³ Regulations 2002 reg. 15(1). ADAMS John N. & MACQUEEN Hector *Atiah's Sale of Goods* (12. Ed. Longman, 2001), pp.290-291.

⁴⁴ Regulations 2002 reg. 15(5).

⁴⁵ Regulations 2002 reg. 15(2).

⁴⁶ Regulations 20002 reg. 15(3).

harmonization, UK chose to protect its higher level of consumer protection its regime while adopting 1999/44/EC Directive by the Regulations 2002. With this method, higher level of consumer protection was protected in many areas with just a few exceptions and the existing rules were amended to give effect to specific remedies which have been in use for many years but have not been part of the law, (like repair and replacement remedies). And these changes have had impact upon consumers of commercially supplied food products.

BIBLIOGRAPHY

ADAMS John N.& MACQUEEN Hector *Atiyah's Sale of Goods* (12. Ed. Longman, 2010).

BEALE Hugh & HOWELLS Geraint "EC Harmonisation of Consumer Sales of Law- A Missed Opportunity?"(1997), *Journal of Contract Law* V. 12, pp.21-46.

BRADGATE Robert "Consumer Guarantees: the EC's Draft Directive", (1997), *Web Journal of Current Legal Issues*, Issue 1

<http://webjcli.ncl.ac.uk/1997/issue1/bradgate1.html>

British Institute of International and Comparative Law "Product Liability" (30.04.2004) http://www.biicl.org/files/1123_overview_uk.pdf

COLLINS Hugh *Regulating Contracts* (Oxford Univ. Press, 1999).

DEARDS Elspeth "The Proposed Guarantees Directive: Is It Fit for the Purpose?" (1998), 21 *Journal of Consumer Policy*, pp.99-119.

Implementation of the Directive 1999/44/EC on Certain Aspects of Sale of Consumer Goods and Associated Guarantees in the United Kingdom. <http://www.epravo.cz/top/clanky/implementation-of-the-directive-199944ec-on-certain-aspects-of-the-sale-of-consumer-goods-and-associated-guarantees-in-the-united-kingdom-18869.html>

MORGAN-TAYLOR Martin & NAIDOO Andre "The Draft Regulations to Adopt the Directive on Certain Aspects of the Sale of Consumer Goods and Associated Guarantees- Problems of the Time of Conformity for the Quality Obligation" (2002), 3 *Web Journal of Current Legal Issues*, <http://webjcli.ncl.ac.uk/2002/issue3/taylor3.html>

OUGHTON David & WILLETT Chris “Quality Regulation in European Private Law” (2002), 25 *Journal of Consumer Policy* pp. 299-328.

RAMSAY Ian *Consumer Law and Policy Text and Materials on Regulating Consumer Markets* (2. Ed. Hart publishing, 2007).

The Sale and Supply of Goods to Consumers Regulations 2002, A Brief Introduction- Full Version, Department of Trade and Industry Consumer and Competition Policy Directorate, pp. 1-21.

Second Consultation on EC Directive 1999/44/EC on Certain Aspects of the Sale of Consumer Goods and Associated Guarantees (DTI, London, 2002) p. 54

www.dti.gov.uk/ccp/archieve/consultations.htm.

SHEARS Paul, ZOLLERS Francis E. & HURD Sandra N. "It will be the Biggest Change to Consumer Rights?" (2000), *Journal of Business Law*, pp. 262-277.

STAUDENMAYER Dirk “The Directive on the Sale of Consumer Goods and Associated Guarantees- A milestone in European Consumer and Private Law”, (2000), 8 *European Review of Private Law*, pp. 547-564.

TWIGG-FLESNER Christian “Dissatisfaction Guaranteed? The Legal Issues of Extended Warranties Explored” (2002) *Web Journal of Current Legal Issues*

<http://webjcli.ncl.ac.uk/2002/issue4/twigg-flesner4.html>

TWIGG-FLESNER Christian “The E.C. Directive on Certain Aspects of the Sale of Consumer Goods and Associated Guarantees” (1999), 7 *Consumer Law Journal*, pp. 177-192.

TWIGG-FLESNER Christian & BRADGATE Robert “The E.C. Directive on Certain Aspects of the Sale of Consumer Goods and Associated Guarantees- All Talk and No Do?” *Web Journal of Current of Current Legal Issues*, Issue 2, <http://webjcli.ncl.ac.uk/2000/issue2/flesner2.html> pp.1-25

WATTERSON Stephen "Consumer Sales Directive 1999/44/EC- The Impact on English Law" (2001) 9 *European Review of Private Law*, pp. 197-221.

The Impactk of the Changes to UK Sale of Goods Law Brought By...

WILLETT Chris "The Rule of Contract Law in Product Liability"
The Law of Product Liability, (in Grubb&Howells eds. Butterworths,
2000).

WILLETT Chris & MORGAN-TAYLOR Martin & NAIDOO
Andre "The Sale & Supply of Goods to Consumers Regulations" (2004
Jan.) *Journal of Business Law*, pp. 94-120.