

Every time you buy or agree to buy something, you are making a contract, whether you pay cash, make a deposit, pay in installments, or “charge it”. This is generally true



whether the contract is signed or simply a verbal agreement, although some contracts *must* be in writing and signed.

In other words, when you buy a dress, a suit, a pair of shoes, or any one of thousands of items – you make a contract.

As a general rule, there are two parties involved in each contract – the seller and the buyer. Each party has the same right to expect the other to live up to the terms of the contract. Ordinarily, once the contract is completed, and in the absence of fraud or misrepresentation, neither party can properly break, cancel, or revoke the contract without the permission of the other party. If you “change your mind”, want your deposit or money back, or want a credit in the case of a charge transaction, the seller, legally, does not have to give it to you. You are asking the seller to change the terms of the contract, and he has the

right to decide whether he will do so or not.

ALL SALES ARE FINAL
unless the terms of the sale or policy of the seller makes it otherwise.

- Some stores follow the policy that **all sales are final**. They will not refund money or issue credit slips.
- Some stores follow the policy of issuing **store credit**, which may be applied at that time or some future time toward the purchase of other merchandise in the store.
- Some stores will give **refunds, credits, exchanges, or return deposits**. This is a privilege granted by the store, rather than a legal obligation. Exceptions to this policy may include combs, bathing suits, mattresses, and other intimate articles which, for health reasons and your protection, are generally not returnable. Also, there is generally a restriction that returnable merchandise must be returned in good condition within



three business days to qualify for credit, refund or exchange.

Whether you can return merchandise for credit or refund depends entirely upon the policy of the company with whom you do business. There is no outside agency that can force refunds for customers.

Each shopper should trade with the stores which give the desired privileges.

Stores are *NOT* required to post signs that state “all sales are final,” nor are they required to post signs regarding refunds or exchanges, although some stores may do so, or may provide such notices on sales slips.



If a seller misrepresents, or if the merchandise is defective, you are justified in expecting satisfactory adjustment or a refund.

You have no more legal right to a refund because you “change your mind” than a merchant has to ask you to return merchandise he sold to you because he “changed his mind” and didn’t want to sell it!

On the other hand, a promise to refund or exchange, as part of the original transaction, should be honored. Also, any deposit paid down on the purchase of merchandise, upon definite agreement that the balance would be paid in installments, should be refunded if for any reason the seller does not wish to or cannot extend such time payments.



Some stores make refunds because it is their policy to do so, not because they are required to. It is a “privilege” they extend to their customers. For this reason, it is a “privilege” that should not be abused by needless return of merchandise, which adds tremendously to the cost of doing business and penalizes all customers.



Signed Contracts

If, in the course of a transaction, you are asked to sign a contract, be sure to read it thoroughly and understand its terms. Your signature on a contract means that you have agreed to all of its terms and provisions. Be sure that any prior verbal provisions are included in the written contract.

Read before you sign.

Know what you sign.

Keep a copy for your records.

The material in this brochure is for informational purposes only. It is meant to give you general information and not specific legal advice

***Provided as a public service by the
Pennsylvania Office of the
Attorney General
and
The Bucks County Commissioners***

RETAIL

I Want My Money Back!

What You Should Know About Store Refund Policies



***County of Bucks
Department of
Consumer Protection/
Weights and Measures***

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