



MALTA

Fit-Tribunal tal-Konsumatur

Anna Mary Agius

vs

Sound Machine

CCT 146/17/MS

5th March, 2018

The Tribunal

Having seen the plaintiff's claim whereby she requested the sum of €1,500 being the price of a Samsung fridge freezer bought from defendant company, which appliance developed various faults over the years.

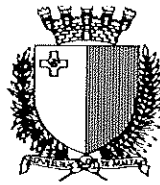
Having seen defendant company's reply whereby they acknowledged the sale as well as the various repairs that were carried out on the same fridge/freezer but insisted that after repairs appliance was in perfect working condition.

Having heard the evidence on oath.

Having seen the documents presented and all records of the case.

Considers

That in November 2012, plaintiff bought a Samsung fridge/freezer from defendant company covered by a two year warranty. The compressor came with its own separate ten year guarantee. Although reference is made to an original invoice marked Doc MA, no such document was found in the records of the case. That said, the Tribunal is in no position to confirm the exact sale price of the fridge freezer since this was never alluded to by the plaintiff - both in her original claim and also in her evidence. She makes reference to one claim of €250.00 regarding damages suffered on account of thawed food when freezer was not functioning properly. Although the first problem with the fridge seems to have occurred in 2013, by the plaintiff's own admission the real trouble began in 2017, two years after the compressor was changed. In fact, the first time the compressor was changed was in 2015 but it was only in 2017 that it started to make these grating noises which led to the



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compressor having to be changed again. Throughout this time plaintiff was insistent that she should have her appliance replaced with a brand new one, rather than allow defendant company to effect repairs to it, since this was covered by a ten year guarantee. Even when the second compressor was replaced plaintiff still complained of grating noises and insisted further that the appliance was not keeping the right temperature. Once again a technician was called in and a data logger was installed in the freezer. Finally plaintiff also complained of a water leak and a build up of ice and that she had lost €250.00 worth of food in the process. Plaintiff concludes her evidence by stating that the problem was the freezer and not the fridge.

Considers

That defendant company acknowledges that it was called several times by the plaintiff, at least twice, to effect repairs on the appliance in question. These repairs were mainly concerned with the replacement of the compressor, which unlike the fridge, had a ten year guarantee and thus could be replaced with a brand new compressor without any problem. In fact the compressor was changed twice at no expense to plaintiff, for both parts and labour. Following the second change plaintiff still complained that the ice-cream in the freezer was too soft. Defendant company stated that this happened during a 40 degree heatwave in August; however once the freezer was inspected and checked, it was found to be working normally. Regarding the noise, defendant company sent a recording supplied by plaintiff to the Samsung company overseas that reported that the noise was a normal sound emitted by the appliance. When the issue of the ice-cream was brought up in August, defendant company installed a temperature logger inside the freezer, which was packed with frozen food and apparently was working perfectly. The logger results were forwarded to the parent company and temperatures were found to be in conformity to the temperatures the freezer should have been producing.

Considers

There is no doubt that the fridge freezer in question was bought from defendant company and came with a two year guarantee. If the product was bought in November 2012, by the time it developed its first serious fault in 2015, the guarantee period for the fridge/freezer had already elapsed. At that point, plaintiff therefore had no right to request a replacement of a new fridge/ freezer. However, since the fault was traced to the compressor, which was covered by a ten year guarantee, the plaintiff had ever right to expect a replacement thereof, which in fact was honoured by defendant company, not just once but twice. It is still however rather strange and unfortunate that a component as important as a compressor (that is supposed to last a lifetime) has to be changed on two separate occasions. Evidently there was something seriously wrong and plaintiff's exasperation is justified.



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That however, the tribunal feels that plaintiff has no right to request a new fridge freezer, which presumably covers the amount of €1,500.00 being claimed by plaintiff. As already stated, by the time the first serious problem arose in 2017 (by plaintiff's own admission), the appliance was over four years old and the guarantee period for the fridge/freezer had already elapsed. However, at that point, she did have a right to a brand new compressor, which is what she received on two occasions. When it comes to the grating noise, no evidence was produced by plaintiff to show that this was a fault or defect of the appliance. On the other hand defendant company produced an email (Doc CC1) which they received from Samsung Italia whereby this noise was accounted for. The ice-cream/ melting issue was also not sufficiently proven by the plaintiff since her argument was countered by the fact that the issue had come to the fore during a heatwave in August and that subsequent readings of temperature logs were found to be normal.

Considers

That although plaintiff's rights at law were well seen to by defendant company, damages were still sustained by her in addition to the inconvenience caused by the faulty compressors. For this, the Tribunal feels that plaintiff deserves to be compensated. Although plaintiff did not produce any receipts for the loss of food she suffered, the amount was not contested by defendant company and moreover it appears that the loss of €250.00 was suffered in 2017, prior to the second replacement of the compressor.

For these reasons, the Tribunal awards plaintiff the sum of three hundred Euros (€350.00): €250.00 as to loss of food and €100.00 for the inconvenience caused.

Expenses to be borne by defendant company.

A handwritten signature in blue ink, appearing to read 'M. Spiteri', with a horizontal line underneath.

Michela Spiteri LL.D
Arbiter