

THEMATIC TITLE	LEGAL PROBLEMS REGARDING LIABILITY FOR DEFECTS IN PRODUCTS
KEYWORD	MALFUNCTION
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ABSTRACT

Due to the researcher studying the Civil and Commercial Code respecting liability for defects in products and finding that the law in the said section still has defects and problems that should be addressed to be able to adapt the law to the current technology.

The results revealed that Civil and Commercial Code, Section 472, there is no definition of the term "Defect" clearly. Therefore, that is causing an impact on the interpretation of the defect that the property that is traded is considered to be a defective product. In case of purchasing products and having to assemble themselves, such as furniture, when purchasing the product, the product is complete and not be defective but the manual for assembling the product is wrong that causes the product damaged, whether the product is defective or not, and, in terms of time, existence of defects in products and burden of proof which the provisions of the Civil and Commercial Code do not specify that defects that the seller is liable for are defects that exist at any time; in some cases, the property may show defects after a short period of time of using. If the case goes to court, the buyer must prove that the product has been defective since the time of trading, but has recently shown symptoms. Due to the current conditions, the products are abundant and more complex in the production process. Therefore, the time that defects exist and the burden of proof should not fall to the buyer very much. Another problem about the age of the lawsuit is called for the seller to be liable for defects and to sue within 1 year from the time of the defect. According to the Civil and Commercial Code, Section 474, one side may cause uncertainty through the vendor department because the seller has no way of knowing when he

will be released from liability. As a buyer, even though he has guaranteed that the seller may be sued for liability within 1 year from the time that the defect is found. Actually, If the buyer finds the main defect from using the property for 5 years and wants the seller to be liable, the buyer is obliged to attest that the defect exists before or at the time that the contract is made, which is difficult.

It was recommended that (1) To add the Civil and Commercial Code, Section 472 respecting the meaning of defects in order to cover the case according to the above problems, Section 472/1 came up with the provision of products that are defective within 6 months from the delivery date; and (2) To amend the Civil and Commercial Code, Section 474 regarding the age of the prosecution to have a clearer age of litigation in order to allow the law relating to liability for defects in this product can be adapted to the situation of the trading and the production process of the current product appropriately for the benefit of both consumers and sellers or manufacturers.