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Subject: Re: FREE 40IN. MONITOR!!!!

Posted by [warranto](#) on Tue, 09 May 2006 14:31:21 GMT

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Disclaimer: Understanding that I am NOT a lawyer, and this is just an educated guess based on what I have learned:

How it goes (at least here) is that an advertisement would qualify as an offer to treat, and does not have to be enforced. This basically prevents someone from going in to a store and asking for something only to find out it has been sold out, then sue for breach of contract based on offer and acceptance.

Invitation to treat only exists to protect advertisers when they are physically unable to complete the "contract" for reasons such as that given above.

When something has honestly been mis-labeled with a lower price, they are obligated to sell it to you at that price as that is what the offering is. It's different if a customer goes and switches labels themselves.

Edit: after reading the wikipedia entry, I want to clarify something. The display itself is considered to be an invitation to treat. Meaning that if, for whatever reason, the product is unable to be sold, then the contract does not exist. However, that does not reflect the advertised price. Though I should probably state that this may not hold true 100% of the time, but more often than not, it will.

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