

MINOTAUR

Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [Goztow](#) on Tue, 09 May 2006 10:57:28 GMT
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Technically, if they announce it and you can order it this way, they must deliver it for that price. Prices in the shop (here an online shop) are the ones you pay.

Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [MexPirate](#) on Tue, 09 May 2006 11:05:13 GMT
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Technically not true - for a legal contract to exist there has to be offer and acceptance.

The offer is you placing an order the acceptance is them agreeing to it and sending you the minotaur, legally they dont have to sell.

In a shop it works the same, legally a company can refuse to sell you something that has been mis-priced - if they agree to sell at the marked price that is their choice

Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [Goztow](#) on Tue, 09 May 2006 11:33:48 GMT
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[BBFPirate wrote on Tue, 09 May 2006 07:05]Technically not true - for a legal contract to exist there has to be offer and acceptance.

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Untrue, if something is in the shop at a certain price, they already made the acceptance of selling it at that price.

At least, that's how the laws are made here in Belgium...

Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [MexPirate](#) on Tue, 09 May 2006 11:53:12 GMT

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I must say that I highly doubt it, most companies will sell you an item at the shown price to avoid complaints and provide good customer service, after all they can go and change the items straight away and one item is no major loss.

When you are online and reaching a worldwide audience and have hundreds of orders they simply cannot honour it - even if a legal contract has technically been made, (ie: they have billed your card and emailed confirmation) they can simply call on one of the many exclusions in the small print.

Listing a price whether it be online or in a real shop is neither considered offer or acceptance legally speaking.

Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [Goztow](#) on Tue, 09 May 2006 11:57:56 GMT
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I'm not saying it is in your country but 100 % sure it is in my country. And it's very logical IMO.

Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [MexPirate](#) on Tue, 09 May 2006 13:14:16 GMT
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Well first of thanks for giving me something to do on a very boring quiet day at work.

A price advertised does not constitute an "offer" but an "invitation to treat" as defined here:
http://en.wikipedia.org/wiki/Offer_and_acceptance

There are certain exclusions to this ie, an unconditional offer but that would not apply to the general sale of goods - especially not on the internet.

It is my understanding that these laws are not limited to the United Kingdom and would certainly apply to countries within the EU.

If you can prove to me that Belgium is in some way excluded from this and that if a Belgian shop or internet company advertises a price that under Belgian law that would be considered a legal "offer" - then I will make a \$10 donation to your server.

I would point out that technically a consumer could sue a retailer for falsely advertising a price as happened a few years ago with Kodak (at which point Kodak decided to sell cameras at a reduced price to avoid legal action)however they were not legally obliged to do so.

Man, I really need some work to do

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.

Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [Goztow](#) on Tue, 09 May 2006 14:56:37 GMT
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I'll get back at you later, this will ask some time. It's an interesting question, though, and I'm glad you made such a nice offer.

Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [MexPirate](#) on Tue, 09 May 2006 15:01:51 GMT
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Invitation to treat also exists because often a retailer cannot "offer" a product for sale - this is particularly relevant when ordering over the internet as somebody ordering from a different country may not be legally entitled to buy something or it may be illegal to do so. Usually an unconditional offer would be put directly to a customer, ie: a written quotation specific to that customer which could be accepted and a contract would be formed.

Quote: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

They are not LEGALLY obligated, although in a shop on the street the price will most likely be honoured for reasons already listed. Amazon have several times listed products at ridiculously low

prices and then cancelled any orders placed because of the error, if they were legally obligated to sell at that price they would be unable to do that.

This is a report of the mishap: <http://news.zdnet.co.uk/internet/ecommerce/0,39020372,39226977,00.htm>

Quote:Last month, UK retailer Argos refused to honour thousands of orders after accidentally offering a TV-DVD combo device for 49p on its Web site.

Legal experts agreed that Argos was within its rights.

Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [JeepRubi](#) on Tue, 09 May 2006 16:10:57 GMT
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Click the link again, problem solved.

Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [Ryan3k](#) on Tue, 09 May 2006 17:35:40 GMT
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I thought it was just a phishing scheme.

Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [terminator 101](#) on Wed, 10 May 2006 03:36:51 GMT
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Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [warranto](#) on Wed, 10 May 2006 14:43:38 GMT
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[BBFPirate wrote on Tue, 09 May 2006 09:01] Invitation to treat also exists because often a retailer cannot "offer" a product for sale - this is particularly relevant when ordering over the internet as somebody ordering from a different country may not be legally entitled to buy something or it may be illegal to do so. Usually an unconditional offer would be put directly to a customer, ie: a written quotation specific to that customer which could be accepted and a contract would be formed.

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Heh, that's why I stated what I did about being physically unable to complete it. With it being illegal, it would fall under that category.

As for the gross under pricing, that would most likely fall under an exception to the rule. A clerical error, rather than anything else. Something like that would gain an exception. But someone in a store putting the wrong tag on a product would be a different story.

But then, as should go without saying, there are exceptions to everything. And more often than not, exceptions to those exceptions.

Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [mision08](#) on Thu, 11 May 2006 08:53:52 GMT
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Forum court

Did you know If you catch someone breaking into, attempting to steal (including repo), or vandalizing your vehicle in Texas you can shoot to kill? The State of Texas will not file criminal charges against you but, the family of the victim can file a civil suit against you. HA, how is that for a left turn?

Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [Aprime](#) on Thu, 11 May 2006 18:55:18 GMT
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Terminator 101 wrote on Tue, 09 May 2006
23:36<http://www.ebaumsworld.com/forumfun/negative10.jpg>

GTFO of my country.

Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [Goztow](#) on Tue, 30 May 2006 11:33:45 GMT
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I hope you know someone who can read Dutch. I finally got a reply to the question I sent several weeks ago . Basically it says that when you buy something at a price online, you have a contract. Both parties need to keep their part of the contract. So if you buy something online for 0 €, then you get it for 0 €.

Also they cannot put prices lower on the front page than they do when you order for exemple, 'cause that's incorrect information.

Betreft: Prijsaanduidingen op online shops

Geachte heer,

Naar aanleiding van uw mail dd. 9 mei 2006, wens ik u mee te delen dat het juridisch kader aangaande de tekoopaanbiedingen via internet terug te vinden is in de artikelen 77 e.v. van hoofdstuk VI, afdeling 9 'overeenkomsten op afstand' van de wet van 14 juli 1991 betreffende de handelspraktijken en de voorlichting en bescherming van de consument (WHPC).

Overeenkomstig artikel 78 WHPC moet de consument bij de tekoopaanbieding op afstand ondubbelzinnig, op heldere en begrijpelijke wijze ingelicht worden door elk middel dat aangepast is aan de gebruikte techniek voor communicatie op afstand, over de prijs van het product of de dienst (3°) en over de geldigheidsduur van het aanbod of van de prijs (9°). Artikel 79 stelt dat de consument, na het sluiten van de overeenkomst, schriftelijk of op een andere duurzame drager, de bevestiging van de inlichtingen vermeld in artikel 78, 1°, 3° tot 6° en 10° evenals de identificatie van het product of van de dienst moet ontvangen.

Wanneer aan de bepalingen van artikel 77 e.v. werd voldaan, dan is de overeenkomst bindend voor beide partijen. Als één van beide partijen deze overeenkomst niet respecteert, dan vormt dit een burgerlijke aangelegenheid, wat echter niet tot de bevoegdheid van mijn diensten behoort, maar tot de bevoegdheid van de hoven en rechtbanken. Hiervoor verwijs ik u door naar de justitiehuisen die bestaan in elk gerechtelijk arrondissement. Een volledige lijst van de justitiehuisen kan u terugvinden op de website van de FOD Justitie ([Http://www.just.fgov.be](http://www.just.fgov.be)) rubriek "Informatie", "Justitie van A tot Z", onder de letter J. Zij verstrekken gratis juridisch advies over wat u kan ondernemen en welke rechtbank bevoegd is.

Wanneer een verkoper bewust verkeerde informatie verstrekt omtrent de prijs, met de bedoeling de consument te misleiden, dan kan men spreken van misleidende reclame (art. 23 WHPC) of van daden die strijdig zijn met de eerlijke handelsgebruiken (art. 94 WHPC). Een onderzoek moet hier echter uitsluitend over geven.

Als bijlage vindt u de hierboven aangehaalde wetsartikelen van de wet van 14 juli 1991 betreffende de handelspraktijken en de voorlichting en bescherming van de consument. De volledige tekst van de wet van 14 juli 1991 kan u terugvinden op onze website www.minco.fgov.be , onder de rubriek 'marktregulering', subrubriek 'handel'.

Voor meer informatie kan u steeds contact opnemen met de hieronder vermelde contactpersoon.

Ik hoop u hiermee van dienst te zijn geweest.

Hoogachtend,

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

Posted by [MexPirate](#) on Tue, 30 May 2006 12:26:40 GMT

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Goztow wrote on Tue, 30 May 2006 19:33I hope you know someone who can read Dutch. I finally got a reply to the question I sent several weeks ago . Basically it says that when you buy something at a price online, you have a contract. Both parties need to keep their part of the contract. So if you buy something online for 0 €, then you get it for 0 €.

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Hoogachtend,

Quote:If you can prove to me that Belgium is in some way excluded from this and that if a Belgian shop or internet company advertises a price that under Belgian law that would be considered a legal "offer" - then I will make a \$10 donation to your server.

No doubt if you BUY something online a contract exists, that is when the small print/E&OE comes in

Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [Goztow](#) on Tue, 30 May 2006 12:43:16 GMT
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No, the article clearly says that you get a CONFIRMATION after you made the agreement. So the written part you get is a mere confirmation of the contract that already exists.

It's just like when I tell you "I buy your bike for 50 pounds" and you agree. Then the contract already exists. We can put it on contract later but from the moment we agreed, the contract exists. Proving the contract is another point...

Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [MexPirate](#) on Tue, 30 May 2006 16:00:28 GMT
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I am not disagreeing with anything you have said, obviously a contract will exist when you BUY something online.

My previous statement was that ADVERTISING a price, does not constitute a LEGAL OFFER. I do not see anything to disprove this

Legally online, the "offer" is you clicking the buy button, submitting your "offer" for the advertised price - anyone can do that (eg: a 5 yr old kid without a credit card or means to pay), the acceptance is when you put your details in, the company checks and confirms them and accepts your order (the automated system would not accept the 5 year olds order as no payment details would be entered).

Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [Goztow](#) on Tue, 30 May 2006 17:34:20 GMT
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When you click the buy-button, the contract is made. If the price was different on the page than what it is at the 'buy' page, you're right but the law stipulates that it cannot be different. So we're just jungling with terms here, really.

Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [MexPirate](#) on Wed, 31 May 2006 12:45:28 GMT
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n3g4t1v3

no legal contract exists until you have provided your details, which are automatically checked and you have confirmed the order.

Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [cheesesoda](#) on Wed, 31 May 2006 13:32:06 GMT
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Well, not even then. The contract isn't made until you hit the "Checkout" button. I've gone to plenty of online stores, put something in my cart, gone through the processes of adding my information and payment details then changing my mind. I haven't been charged for those items, nor did I receive them.

Subject: Re: FREE 40IN. MONITOR!!!!
Posted by [Majiin Vegeta](#) on Wed, 31 May 2006 14:26:54 GMT
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my mate came across something similar to this he found some 40 inch plasma TV's up for sale for 50p we placed orders but we was informed that our orders had been canceled they had covered thier asses in the ToA they had the right to refuse sale of that product
