

# Spotlight on Weights & Measures

**Cathy V. Neville**  
Agricultural Commissioner/Sealer

**Editor: Fernando Vasquez**

**Mark Hanson**  
Chief Deputy Sealer

## Firewood

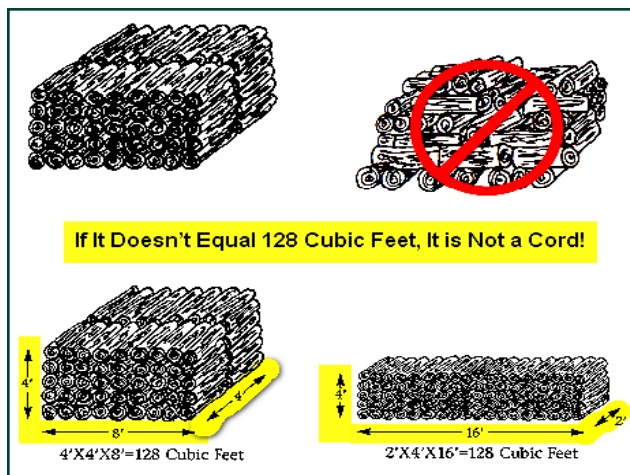
It's August, and it's 90+ degrees out - time to think about buying firewood for the winter?...

We would like to take a few moments to reacquaint you with how firewood is measured and how it must be sold to consumers. Bulk firewood must be sold by the whole or fractional unit of measure called a "cord." According to California's Business and Professions Code, a cord must equal 128 cubic feet. If the wood is offered for sale in less than 1/8 of a cord, it is to be sold by cubic feet or a fraction of a cubic foot.

To be certain you have received a cord, stack the wood neatly by placing it in a row with individual pieces touching and parallel to each other, making sure it is compact and has as few gaps as possible. Then measure the stack (see diagram). If the width, times the height, times the length equals 128 cubic feet, you have a cord of firewood.

### *Words That May Indicate You Are Not Getting Proper Measurement:*

A cord is a measurement defined by law. A seller may not use terms such as "truckload," "face cord," "rack," or "pile" because these terms have no legally



**Stacking a Cord for Measurement**



**A Stacked Cord of Wood**

defined meaning and therefore, you have no way of determining how much firewood you are actually receiving. If a seller uses such terms it should alert you to a possible problem. Wood can only be sold by the cord or by fractions of a cord.

### *Get What You Pay For – Get It in Writing*

When you buy firewood make sure to get a sales invoice or delivery ticket, which shows the name and address of the seller, the date purchased or delivered, the quantity purchased, and the price of the wood. When the wood is delivered ask the seller to stack it (you may have to pay extra for this service) or stack the wood yourself. Measure the wood before using it. If the cubic measurement indicates that you did not receive the correct volume, contact the seller.

### *What to Do if You Think You Have Been Short-changed*

If the seller cannot or will not correct the problem, contact your weights and measures office before you burn any wood. It is also helpful to document the possible shortage by taking a picture of the stacked wood.

# Consumer Corner

**Question:** Are retailers allowed to advertise reduced prices for products through mail-in rebate discounts when the actual savings may not be realized for several weeks or months?

**Answer:** No current law exists that prevents a retailer from advertising a reduced price using mail-in rebates. The retailer offering the product and the rebate must be clear in their advertisement that conditions must be met to receive the discounted price. In the State of California the practice is permissible and is not considered misleading or deceptive in nature as long as the customer is clearly informed of the conditions that need to be fulfilled in order to receive the discount. The practice is commonly found in the electronic retail businesses.

Why do retailers offer rebates instead of simply reducing the price at the point of purchase? Marketing research has discovered that not all customers take the extra steps to complete the rebate process thus leaving the unclaimed money with the retailers. Estimates indicate that consumers follow through on only 50 to 70% of rebates. Retailers use the discount rebate practice to stimulate sale for particular products for particular times.

**Question:** What obligations under the law does a retailer have in honoring returned items?

**Answer:** The law indicates that the common consumer expectation is for a store to provide a refund, credit, or exchange if the customer returns the product within seven days with proof of purchase. If a retailer selling to California customers has a return policy that differs

Here are some additional excerpts from California's Department of Consumer Affairs website (<http://www.dca.ca.gov/index.html>). They offer some examples about what businesses are required to do when they operate in the State of California:

- False and misleading advertisements – An advertisement that is false or misleading is prohibited in California. An advertisement that fails to disclose information or that is ambiguous or is partially, or even literally, true may be found unlawful if the public is likely to be deceived by it. (B&P Code§17500)
- Bait and switch – The law prohibits merchants from advertising goods or services with the intent not to sell them as advertised, but to switch the customer to another item, usually at a higher price or on terms more advantageous to the seller. Bait and switch tactics take many forms. Examples include using a picture that misrepresents the advertised item, disparaging the advertised item, or showing an item that is not suited for the purposes represented in the ad. (CC § 1770(a)(9))

from this standard, they must disclose it. If no return policy is posted, the standard policy should apply. If a retailer has a return policy that has additional conditions, such as charging restocking fees, or requiring the customer to bring back the product in the original packaging, they must conspicuously display their nonstandard return policy.

Return policies with extra conditions or fees have to be posted prominently in at least one of the following places:

- On signs by entrances;
- On signs at cash registers;
- On product tags; or
- On order forms.



There are exceptions for merchandise that is not returnable. Retailers do not have to offer refunds or exchanges for perishable items like food, flowers, and plants. Other exceptions are goods damaged by the customer, goods sold with warnings like “as is” or “all sales final,” and goods that cannot be returned for health considerations.

If a retailer violates the law on retail returns and refuses to accept a return or imposes hidden fees, they can be liable to the customer, in a civil court action such as small claims court, for at least the price of the goods. According to the California Department Consumer Affairs, the customer must return or try to return the merchandise within 30 days of purchase before filing a claim.

## (...continued)

- Supply of advertised item – Each of the advertiser’s stores in the area where an ad is run must have enough of the advertised item available at or below advertised prices to meet a reasonably expected demand. One exception can be if the ad states a limit on the quantity of a certain item or a limit on the stores at which the item is available. (CC § 1770(a)(10))
- Disclosure of price – If a store advertises a price for a consumer good or service that is sold only in groups of two or more, the ad must indicate the minimum number of items the customer must buy to receive them at the advertised price. For example, an ad cannot say “batteries - \$.10 each,” if the batteries are sold only in packages of 10. However, the ad could say, “batteries - \$.10 each, sold only in packages of 10 for \$1.00 per package.” (B&P Code § 17504)
- Disclosure of other items that must also be purchased - If an advertisement for one product or service requires, as a condition of sale or lease, the purchase or lease of a different product or service, the ad must disclose the price of all of the products or services that must be purchased or leased. (B&P Code §17509)
- Rain checks - Merchants are not required to give rain checks, although some stores do have a policy of providing them. However, giving the consumer a rain check will not ordinarily excuse an advertiser’s failure to have enough of an item available to meet reasonably expected demand, as explained above. (CC §1770(a)(10))
- Unassembled children’s toys - If a children’s toy is sold unassembled, the outside of the package must clearly state that the product is unassembled. If the toy is packaged outside of California, the wholesaler or other person who first controls the toy in California must mark the outside of the package to indicate that the toy is unassembled (B&P Code§17531.1)
- Advertisement of used, defective, or irregular items - If an advertised item is used, defective, or irregular, this information must be conspicuously disclosed in the ad. (B&P Code§17531)
- Literally true but misleading ads - An ad that is literally true but misleading is unlawful. For example, if an advertisement says that an item is “Available through Sunday at only \$5.99,” and the article can be purchased from the advertiser after Sunday at \$5.99, the ad is misleading, even though it is literally true. (B&P Code §17500)

