



# When the Spin Goes Wrong: Rethinking Legal Liability in Malaysia's **Self-Service Laundromats**

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DOI: https://dx.doi.org/10.47772/IJRISS.2025.90700061

Received: 26 June 2025; Accepted: 30 June 2025; Published: 29 July 2025

#### **ABSTRACT**

Self-service launderettes have proliferated throughout Malaysia due to their convenience and low operational costs. The characteristics of these unsupervised properties pose intricate liability issues, especially in the event of incidents like explosions, equipment failures, or property damage. This article examines the legal framework regulating laundromat owner liability in Malaysia, specifically the Consumer Protection Act 1999 (CPA 1999), emphasising the principles of product and premises liability. It objectively analyses prevalent incidents, including gas explosions, damage to consumer clothing, and service-related hazards, such as insufficient maintenance and inadequate safety measures, while also pointing out the adverse effects of exclusion clauses employed by owners to restrict liability. The article employs doctrinal analysis and specific case situations while integrating a comparative viewpoint from different countries, highlighting the divergent methods of regulating fault-based responsibility, particularly with laundromat owners' responsibility. Based on the findings, it appears that the legal framework in Malaysia does not provide sufficient clarity and enforcement strength when it is applied to situations involving self-service. The article concludes with recommendations for modifications, urging for enhanced regulatory compliance, clearer statutory guidelines on exclusion clauses, and the necessity for tailored legal protections to ensure consumer interests are safeguarded in automated laundry service settings.

**Keywords**: Self-service laundromat, product liability, premises liability, Consumer Protection Act 1999, exclusion clause.

#### INTRODUCTION

The self-service laundry sector in Malaysia has experienced substantial expansion over the last ten years, mostly propelled by consumer demand for convenience, cost-effectiveness, and round-the-clock availability (Verified Market Research, 2024). In contrast with traditional full-service laundry establishments, self-service launderettes function with little to no personnel present, transferring operational management and specific responsibilities to the customers. This paradigm prompts significant legal questions over the degree of responsibilities borne by laundromat owners in cases of property damage, personal harm, or service inadequacy. Incidents such as gas explosions, fires, slips and falls, and garment damage are no longer speculative but have been occurring with greater frequency in urban and semi-urban regions throughout Malaysia (The Star, 2018).

The existing legal framework primarily governs liability for such accidents through the Consumer Protection Act 1999 (CPA 1999), namely its product liability provisions in Part X. Furthermore, general tort principles and contractual provisions, particularly exclusion clauses displayed at launderettes, play an important role in determining legal liability (Kelleher, 1984). However, even with these laws in place, consumers often face difficulties in getting compensation because of the need for proof, unclear regulations, and the limited use of strict liability rules for issues related to services (Mohd Zakuan & Ismail, 2019).

This article explores the scope and limits of owner liability within the self-service laundromat context in Malaysia, focusing on two primary areas: product liability and premises liability. By analysing real-life mishaps ranging from fatal explosions to clothing damage and unsafe premises, the paper interrogates whether existing laws offer adequate protection to consumers. It further examines the legal enforceability of exclusion clauses

ISSN No. 2454-6186 | DOI: 10.47772/IJRISS | Volume IX Issue VII July 2025



frequently used by operators to shield themselves from claims (Tan, 2019).

To set a standard, the study also looks at different countries where product liability depends on fault and where consumer laws tightly control contracts. This comparative perspective shows Malaysia's relative flaws while also offering suggestions for potential regulatory adjustments. Additionally, the article incorporates research on customer satisfaction in self-service laundromats to demonstrate that legal responsibility should reflect consumer expectations, particularly regarding safety, machine reliability, and cleanliness in fully automated and unsupervised environments.

In doing so, this study aims to fill the gap in the scholarly discussion of unattended laundromat service operations, liability frameworks, and the increasing convergence of law and consumer safety in Malaysia's expanding urban infrastructure.

## **METHODOLOGY**

This study employs a qualitative legal research methodology, incorporating a doctrinal and comparative approach to analyse the legal responsibilities of self-service laundromat owners in Malaysia. The study is based on an evaluation of main and secondary legal sources, including statute provisions, case law, academic commentaries, and industry reports.

The initial element of the research entails a doctrinal examination of the Consumer Protection Act 1999 (CPA 1999), specifically concentrating on Part X, which addresses product liability. The study evaluates relevant laws concerning strict liability, statutory defences, the burden of proof, and the definition of "defect" to ascertain their relevance to incidents commonly recorded in self-service launderettes. The paper also discusses well-known legal ideas like negligence and premises liability to see how courts can handle injuries caused by dangerous conditions or poor maintenance of machines.

Secondly, the research evaluated the use and enforcement of exclusion clauses in service contracts, specifically in instances of accident, property damage, or loss of clothing. This encompasses an examination of Malaysian case law, the absence of statutory provisions on such clauses, and comparative analyses from other jurisdictions. The last part of the method involves comparing laws from other countries about product and premises liability. The analysis centres on fault-based liability in torts, contract enforcement methodologies, and legal consumer protections in unattended service environments.

Finally, the study integrates empirical evidence from industry-specific literature, such as research on service quality in Malaysian self-service launderettes. This component fosters contextual understanding by emphasising the impact of safety, responsiveness, equipment functionality, and customer experience on legal risk exposure and consumers' expectations. As examples, certain case events like gas explosions, equipment misuse, and service failures are used to connect theoretical analysis with what it means in the real world. This multidisciplinary approach seeks to deliver a thorough assessment of the existing legislative framework, expose regulatory deficiencies, and offer well-informed recommendations for reform in Malaysia's booming self-service laundromat service industry.

#### FINDINGS AND DISCUSSION

This section synthesises legal analysis, case studies, and comparative perspectives to evaluate the liability of self-service laundromat owners in Malaysia. It is organised into four key sub-sections: (1) Common mishaps in self-service launderettes, (2) Legal framework (product and premises liability) under Malaysian law, (3) Comparative insights from other jurisdictions, and (4) Legal and practical issues surrounding exclusion clauses.

## 1. Common Mishaps in Self-Service Laundromats: Evidence of Legal Risk

Several mishaps involving Malaysian self-service laundromats underscore the urgent need for legal scrutiny and improved regulatory oversight. One of the most tragic incidents took place in Bandar Putera 2, Klang, where a dryer explosion caused by a gas leak resulted in severe injuries to a father and his teenage daughter. The father later succumbed to burns covering more than 70% of his body (The Star, 2018). This incident was associated

ISSN No. 2454-6186 | DOI: 10.47772/IJRISS | Volume IX Issue VII July 2025



with possible non-compliance with gas safety standards, demonstrating systemic issues identified by the Energy Commission, which reported that nearly 2,000 self-service launderettes operated without valid gas licences (New Straits Times, 2019; World of Buzz, 2019; Free Malaysia Today, 2019), which is a direct contravention of safety regulations under the Gas Supply Act 1993 (Act 501).

In another incident in Taman University, Skudai, two men sustained serious burns to their faces, arms, and legs after a fire broke out in the dryer area of a laundromat (The Star TV, 2022). Although details remain limited, the case again raised concerns about inadequate risk prevention measures, especially in unattended facilities such as the self-service laundromats. Similarly, in Singapore, according to The Sun (2023), a glass-front washing machine exploded when a customer attempted to wash a bulky baby playpen, sending shards of glass flying and damaging the premises. Despite the fact that this was attributed to the misuse of the situation by customers, the absence of operational signage and supervisory mechanisms further exposed design and management issues that are typical in environments that provide self-service.

Beyond explosions and fire hazards, numerous non-fatal but legally relevant mishaps have been reported as well. These include complaints from customers who found their clothes stained by unknown substances, suspected to be paint residue or chemical spills left behind in dryers (r/laundry, 2021). Others have reported garments being scorched or damaged due to overheating machines or malfunctioning temperature settings (Reddit Legal Advice, 2022). In one case, a customer attempted to wash a rolling suitcase, causing internal damage to the washer's glass door. Another common issue involves individuals forcing oversized items such as mattresses into dryers (MustShareNews, 2023), which not only damages the machines but significantly increases the risk of mechanical failure or fire. Although these incidents may originate from user misuse, they also reveal a broader failure on the part of laundromat operators to educate or warn customers effectively. Many users may be unaware of what can or cannot be safely washed or dried in these machines, especially in the absence of clear signage or usage instructions. Gungur (2023) suggest that lack of proactive guidance not only compromises equipment integrity but also exposes both the users and others in the facility to unnecessary danger.

Additionally, according to R.M. Kim Injury Law (2025), slip-and-fall events have been seen in launderettes where wet floors were left unmarked, lighting was inadequate, or detergent residue had accumulated, producing dangerous walking circumstances. These factors have contributed to the occurrence of safety mishaps. Such accidents expose operators to potential premises liability, especially where there are no warning signs or floor monitoring procedures.

These cases collectively exhibit the wide range of harm that can occur in self-service launderettes, from minor property damage to catastrophic personal injury. They emphasise the legal grey areas that owners and consumers are exposed to due to the absence of on-site supervision, poor maintenance, vague safety instructions, and inadequate regulatory enforcement. These incidents are no longer isolated occurrences, but rather, they are indicators of a systemic demand for legal and operational reform in Malaysia's self-service laundry industry.

#### 2. Legal Framework in Malaysia: Product and Premises Liability and Its Gaps

Malaysia's Consumer Protection Act 1999 (CPA 1999), particularly Part X, provides for strict liability where a defective product causes personal injury, death, or property damage. Under this provision, Amin (1999) suggest that a manufacturer, importer, or own brander may be held liable without the need for the claimant to prove fault. However, the law is more ambiguous when the harm arises from service-based failures or premises-related conditions.

Product liability in Malaysia is primarily governed by Part X of the Consumer Protection Act 1999 (Act 599), which introduced a statutory regime modelled closely after the UK's Consumer Protection Act 1987. Victims of defective products were previously forced to rely on tortious negligence or contract law, which necessitated proof of guilt and frequently excluded third-party users without direct contractual connections, prior to its implementation. (Ismail et al., 2015).

The Consumer Protection Act 1999 (Act 599) imposes strict liability on producers, own-branders, and importers for defective products that cause personal injury, death, or property damage. A product is deemed defective if it fails to meet the level of safety which a person is generally entitled to expect, applying a consumer expectation

ISSN No. 2454-6186 | DOI: 10.47772/IJRISS | Volume IX Issue VII July 2025



standard. Amin (1999) believed while this framework removes the need to prove negligence, the burden still lies with the consumer to establish the existence of a defect, the occurrence of damage, and a causal link between them.

This strict liability framework appears theoretically strong but presents difficulties in practice especially for consumers using products in hybrid service environments like self-service laundromats. For instance, if a laundromat customer suffers burns from an overheated dryer or their clothing is destroyed due to a mechanical fault, establishing liability under the Consumer Protection Act 1999 (Act 599) becomes complex. This is because the laundromat owner may not be the producer, importer, or own brander of the equipment. As such, the owner's liability under the Act is limited unless they fall within one of the defined categories or have modified the equipment in a way that makes them directly liable.

Furthermore, many damages in laundromats do not arise from the product per se, but from poor maintenance, lack of signage, or negligent use of the areas that fall outside the and into common law negligence or premises liability. For example, slipping on unmarked wet floors, injuries from improperly secured gas connections, or exposure to malfunctioning machines are not clearly addressed by product liability doctrines but are instead governed by the occupier's duty of care under tort law.

In practice, statutory protections are further weakened by a lack of consumer awareness, regulatory enforcement, and evidentiary difficulties (Usman, Yaacob, & A. Rahman, 2015). As Amin (1999) and Mohd Zakuan and Ismail (2019) observe, Malaysian product liability law suffers from under-enforcement, lack of test-case litigation, and structural limitations that make it ill-suited for addressing harm in service-dominated environments like laundromats. Even though the Consumer Protection Act 1999 allows claims without proving fault, consumers still struggle to obtain remedies, particularly in unattended settings where immediate reporting and evidence gathering are difficult.

In short, while the Consumer Protection Act 1999 sets a foundational legal framework for product-related harm, it offers limited protection in laundromat contexts unless the owner also qualifies as a liable party under the Act. Most issues instead fall within the domain of premises liability, where the law remains less developed and inconsistently applied in the context of automated, unsupervised commercial premises. Therefore, the liability of the owner under the Consumer Protection Act 1999 becomes less direct, unless the owner is also the importer or modifies the equipment. Furthermore, premises liability, which is governed by common law negligence, places a duty on the occupier to ensure the safety of visitors. Yet, Malaysian case law offers limited precedent on how this duty applies in unattended settings.

The duty of care is evident in the presence of gas systems, high-voltage equipment, and rotating machinery; however, enforcement is lacking. A grey area is created by regulatory overlaps and the absence of specific provisions that address automated service models. The current framework is insufficiently equipped to mitigate the risks associated with hazardous premises and defective equipment (Roslan et al., 2023), particularly when employees are not present to mitigate hazards.

## 3. Comparative Insights from Other Jurisdictions

A comparative review of other jurisdictions reveals more developed frameworks for managing liability in self-service laundromats, particularly in Singapore, the United Kingdom, the United States, Australia, and China. Each offers valuable lessons in tort enforcement, contract regulation, safety governance, and judicial interpretation of operator responsibilities in automated service environments.

In Singapore, according to ICLG (2024), liability for defective products and service failures is based on fault principles under tort and contract law. Plaintiffs must establish negligence or breach of duty, as strict liability does not apply. However, the country compensates for this through strong institutional enforcement of safety regulations, strict licensing protocols, and detailed operating standards for laundromats. For instance, in a widely reported case, according to The Rakyat Post (2023), glass shards flew across a self-service laundromat after a customer attempted to wash a baby playpen, causing a washing machine to explode. While the incident stemmed from customer misuse, the lack of safety labels or operational warnings exposed regulatory weaknesses.

ISSN No. 2454-6186 | DOI: 10.47772/IJRISS | Volume IX Issue VII July 2025



Singapore's emphasis on clear signage, proactive inspection, and licensing discipline presents a preventive model that Malaysian regulators could emulate.

The United Kingdom offers crucial doctrinal insight, especially regarding the use of exclusion clauses in laundry services. In the influential case of *Alderslade v. Hendon Laundry Ltd* (1945), the Court of Appeal upheld an exclusion clause limiting liability for lost items, but only because the clause was clearly worded and explicitly brought to the customer's attention. This case highlights how UK courts balance contractual freedom with consumer protection, requiring transparency and fairness. The principle of contra proferentem, which involves interpreting ambiguous terms against the party who drafted them, is a crucial safeguard. Malaysia could benefit from adopting a similar judicial stance, especially in the context of self-service laundromats, where vague disclaimers attempting to exclude all forms of liability are frequently displayed without adequate consumer awareness or clarity.

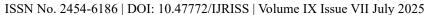
In the United States, tort law is robustly applied to laundromat-related injuries, with courts regularly addressing premises liability and product defect claims. According to Gillette Law (2021), a man in Florida suffered serious injuries after a laundromat dryer exploded. He filed a lawsuit against both the premises owner and the contractors involved in gas system installation, alleging negligence in inspection and maintenance. In another case from Wisconsin, Cannon & Dunphy S.C. (2020) reported that a young child lost an arm after a top-loading washer's safety lock failed. The manufacturer was held strictly liable for design defects, resulting in a multimillion-dollar judgment. Additionally, there are numerous cases in the United States that involve slips, falls, and burns that are the result of inadequate maintenance, malfunctioning equipment, or the absence of obvious warning signage in unattended launderettes.

In a significant number of these cases, courts have imposed liability on laundromat owners or operators under premises liability doctrines, thereby reinforcing their obligation to ensure that customers are in a reasonably secure environment. For example, courts have consistently determined that neglecting to address damp floors, unsecured gas lines or malfunctioning dryers is a violation of the duty of care owed to patrons. The legal obligation to anticipate potential hazards and implement preventive measures remains unabated, even in self-service environments where minimal staff supervision is anticipated. A Michigan appellate decision in Abdullah v. Macy Cleaners Inc. (2023) involved a customer slipping on soap and water on a laundromat's tile floor. The court maintained that a jury could determine whether the owner provided adequate warnings or cleaning, despite the owner's assertion that the hazard was open and apparent. This decision demonstrates that even self-service launderettes are required to proactively manage hazards in accordance with premises liability principles.

Recognising that automation does not absolve business proprietors of responsibility, these rulings underscore the American legal system's proactive approach to consumer safety. Additionally, successful claims frequently attribute customer injuries to the absence of routine inspections, delayed maintenance, or the absence of user instructions, underscoring the significance of operational diligence in these types of establishments. By enhancing its legal recognition of the duty of care in unattended commercial premises, Malaysia could learn from this jurisprudence. By emphasising preventive obligations and the necessity of explicit, proactive consumer safety measures, Malaysian courts could implement a more structured approach to premises liability, particularly in self-service models such as launderettes. This would guarantee that accountability is not sacrificed for convenience.

In Australia, while the legal framework does not include specific statutes for laundromats, the Australian Consumer Law (ACL) imposes broad obligations on service providers, including guarantees that services will be rendered with due care and skill. Exclusion clauses are scrutinised under unfair contract term provisions, and negligence claims are addressed under common law. Businesses that fail to ensure equipment safety or post proper warnings may be liable under both tort and statute. Although fewer high-profile laundromat injury cases exist, Australian law has been proactive in penalising businesses for failing to meet general safety duties applicable to service environments (Marsh, Hough, & Bigby, 2024).

In China, liability for harm caused by defective goods or service-related negligence is regulated under the Civil Code (2021) and the Product Quality Law. Self-service laundromats are governed under general business operator liability principles. Operators can be held liable if they fail to take necessary precautions or provide





adequate warnings for foreseeable risks. Although enforcement varies across jurisdictions, several municipal regulations in cities like Shanghai and Shenzhen impose specific licensing and equipment inspection obligations. These policies, although fragmented, reflect China's growing attention to consumer safety in automated service models (Thomas, 2014). In contrast, Malaysia lacks similarly detailed municipal regulations or mandatory licensing schemes tailored specifically for self-service operations, creating a regulatory gap that leaves many potential risks under-addressed.

Taken together, these jurisdictions show that even in the absence of a uniform strict liability regime, structured regulatory enforcement, judicial scrutiny of exclusion clauses, and proactive consumer protection measures can significantly enhance accountability. Malaysia's current framework lacks this depth and clarity, particularly when addressing the intersection of unattended services, automated systems, and consumer safety.

## 4. Legal and Practical Issues Surrounding Exclusion Clauses

Exclusion clauses are commonly used in Malaysian self-service laundromats to limit or avoid liability. These disclaimers are typically displayed on signage, machines, or printed on receipts, and often state that the operator shall not be responsible for injuries, garment damage, or property loss resulting from machine use. While such disclaimers are widespread, their legal enforceability is not absolute and depends heavily on how they are framed and whether they were sufficiently brought to the consumer's attention.

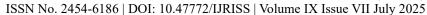
Abdullah and Yusoff (2015) analyse that exclusion clauses may be considered valid under Malaysian contract law if they are incorporated into the contract and are not deemed to be unconscionable or unjust. Nevertheless, the courts are likely to scrutinise such clauses, particularly when they attempt to exclude liability for negligence, personal injury, or breach of statutory duty. The general principle of contra proferentem, which involves interpreting ambiguity against the drafter, may be applicable, thereby further restricting the effectiveness of wide-ranging or ambiguous disclaimers.

A notable judicial precedent is the UK case of *Alderslade v. Hendon Laundry Ltd* (1945), where the Court of Appeal upheld an exclusion clause in a laundry contract that limited the operator's liability for lost items. However, the judgment clarified that exclusion clauses must be expressly worded to cover negligence and must be clearly brought to the consumer's attention at the time the contract is formed. This case remains influential in Commonwealth jurisdictions, including Malaysia, and signals that service providers cannot rely on blanket disclaimers to evade liability for operational lapses or unsafe conditions.

Despite this, Malaysian courts have yet to fully articulate their position on exclusion clauses in the context of self-service laundromats. As such, operators continue to rely on standardised disclaimers that often go unchallenged. This situation creates an imbalance between business protection and consumer rights, especially in environments where consumers have no ability to negotiate terms or seek immediate assistance (Meng, 2019).

Empirical studies on customer satisfaction in Malaysian laundromats have highlighted that consumers place high importance on safety, machine reliability, and cleanliness. These expectations are often incompatible with the existence of sweeping exclusion clauses that absolve operators from nearly all liability (Brown & Gopalan, 2009). This creates a disconnect between legal practice and consumer experience, particularly in unsupervised environments where users bear the full risk of malfunction or injury without any on-site staff support. Where a fire or mechanical fault causes personal harm, disclaimers may serve to deter claims rather than offer real legal protection.

In addition to eroding public trust, the persistence of such clauses, which are frequently drafted to benefit the operator, can also discourage consumers from utilising self-service facilities. To promote automation and self-service innovation in Malaysia, the law must be revised to ensure that exclusion clauses are specifically drafted, communicated explicitly, and in accordance with public safety standards. Customers anticipate compensation for incidents or losses, regardless of the existence of posted disclaimers. If left unaddressed, this discrepancy between consumer perception and legal theory may erode consumer confidence in automated service models and discourage their continued use.





#### **CONCLUSION**

The emergence of self-service launderettes in Malaysia is indicative of a broader transformation in the retail service paradigm that includes consumers operating machinery independently in largely unattended premises. Malaysia's current legal framework fails to adequately address the substantial safety and legal concerns that this business model introduces, despite its promotion of operational efficiency, affordability, and convenience. The limitations of present statutory law mechanisms in holding laundromat operators accountable are made apparent by the analysis of reported accidents, which include gas explosions, equipment malfunctions, property damage, and injuries.

Despite the fact that the Consumer Protection Act 1999 mandates strict product liability, its application is confined to defective products and provides inadequate protection in situations where harm is caused by service-related negligence or unsafe premises. Similarly, the context of automated, unsupervised businesses, such as self-service launderettes, does not provide sufficient judicial development for premises liability under general tort law. The widespread adoption of exclusion clauses by laundromat operators only aggravates the situation, thereby presenting critical concerns regarding consumer vulnerability, legal enforceability, and fairness, particularly in scenarios that involve preventable harm.

Strong enforcement of regulations, mandatory licensing, public safety protocols, and judicial review of liability disclaimers can significantly enhance accountability in the self-service laundromat sector, as evidenced by comparative insights from jurisdictions such as the United Kingdom, the United States, Australia, and China. These international approaches offer Malaysian reform with instructive models, particularly in the establishment of a clear duty of care on the part of laundromat owners through routine maintenance, equipment safety inspections, hazard prevention strategies, and transparent legal practices.

In summary, this paper suggests that Malaysia needs to adopt a more comprehensive and industry-specific approach to legal liability in the self-service laundromat industry. This spans the enhancement of enforcement mechanisms to safeguard consumer rights, the limiting of the overuse of exclusion clauses, and the further development of statutory guidance on premises obligations. It is imperative to ensure safety, accountability, and public confidence in the evolving service sector by harmonising legal protections with operational realities as the popularity of self-service launderettes continues to surge nationwide.

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