

WARRANTIES



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INTRODUCTION

Before your next major purchase, consider the warranty -- the manufacturer or seller's promise to stand behind a product. Warranty coverage varies widely. Just as you compare style, price, and other characteristics of products before you buy, you should compare their warranties.

WRITTEN WARRANTIES

Written warranties come with most major purchases, though they are not legally required. Some questions to keep in mind when comparing warranties include:

What parts and repair problems are covered by the warranty?

Check to see if any parts or repairs are excluded from coverage.

Are any expenses excluded from coverage?

Some warranties require you to pay labor charges.

How long does the warranty last?

Verify when the warranty expires.

Does the warranty cover "consequential damages?"

Many warranties do not cover consequential damages. This means that the company will not pay for any damage the product caused to other property, or your time and expense in getting the damage repaired. For example, if your freezer breaks and the food spoils, the company will not pay for the food you lost.

Are there any conditions or limitations on the warranty?

Some warranties only provide coverage if you maintain or use the product as directed. For example, a warranty may cover only personal uses -- as opposed to business uses -- of the product. Make sure the warranty meets your needs.

Whom do you contact to obtain warranty service?

Either the seller or the manufacturer may provide service.

What will you have to do to get repairs?

Look for conditions that could prove expensive, such as a requirement that you ship a heavy object to a factory for servicing.

What will the company do if the product fails?

Find out if the company will repair it, replace it, or return your money.

SPOKEN WARRANTIES

Some salespeople make oral promises, such as claiming that the seller will provide free repairs. However, if this claim is not in writing, you may not be able to get the promised service. Have the salesperson put the promise in writing. Otherwise, don't count on the service.

IMPLIED WARRANTIES

Although written warranties are not required by law, "implied warranties" are. Implied

warranties are created by state law, and all states have them. Almost every purchase you make is covered by an implied warranty.

The most common type of implied warranty is the “warranty of merchantability.” This means the seller promises the product will do what it is supposed to do. For example, a car will run, and a toaster will toast.

Another type of implied warranty is the “warranty of fitness for a particular purpose.” This applies when you buy a product on the seller’s advice that it is suitable for a particular use. For example, a seller who suggests you buy a certain sleeping bag for zero-degree weather warrants that the sleeping bag will be suitable for zero degrees.

If your purchase does not come within a written warranty, it is still covered by implied warranties **UNLESS** the product is marked “**as is**,” or the seller otherwise indicates in conspicuous writing that no warranty is given.

RESOLVING DISPUTES

If you face problems with a product or with obtaining the promised warranty service, consider the following:

- Read your product instructions and warranty carefully. Do not expect features or performance that your product was not designed to give, or assume warranty coverage that was never promised. Having a warranty does not mean you automatically get a refund if a product is defective. The company may be entitled to try to fix it first. Further, if you reported a defect to the company during the warranty period and the product was not fixed properly, the company must correct the problem, even if your warranty has expired.

- Discuss your complaint with the seller. Disputes can usually be resolved at this level. But if you cannot reach an agreement, write the manufacturer. Your warranty should list the company’s mailing address. Send all letters by certified mail and keep copies.
- If you are not satisfied by either the seller or manufacturer, contact your local consumer protection agencies.
- Inquire about dispute resolution organizations to arbitrate issues when both you and the company are willing to participate. The company or local consumer protection office can suggest organizations to contact. Consult your warranty -- dispute resolution may be required before going to court.
- If the amount of money in dispute is less than \$5,000, you can file a lawsuit in Idaho small claims court. The costs are low, procedures are simple, and lawyers are not involved.
- If none of these actions resolves your dispute, you may want to consider a lawsuit. You can sue for damages or for any other type of relief the court awards, including legal fees.

***This handout is general in nature. It is not a substitute for legal advice from an attorney regarding individual situations. (August 2021)**

For additional information on this and other legal topics, see the Air Force Legal Assistance Website: <https://aflegalassistance.law.af.mil>