

Contracts

Law



Express Warranty A warranty refers to guarantees, assurances, or promises that consumer good will do what it is intended to do (Margaret 123). The warranty usually has limits to what it covers (124). The United State has various Federal and State laws that govern warranties, in particular, furniture, and the remedies associated with the warranties (125).

Section (2), clause (106) of Business and Trade Code defines a contract for sale as a contract to sell goods later in future or current sale of goods. In clause (401), the term sale means exchanging the ownership of goods for a price to the buyer from the seller. Clause (213) of section (2) states that express warranties are usually in the form of a sample mode, affirmation, description or a promise. The consumer goods should be in such a condition that they shall be as described in the contract and that the whole of the goods will be the same as to the sample or model shown. The main purpose of the express warranty should be such that its specific intention mainly involves making an affirmation just of the value of consumer goods (furniture) or a statement that purports to be simply the seller's opinion or praise of the consumer goods that they do not make a warranty (Margaret 127).

The federal law also requires that express warranties for consumer goods (furniture) be available for the buyer to read even when writing contract terms or doing shopping on the internet or through a catalog (Margaret 130). This would allow the consumers to compare the extent of the warranty coverage just as the law requires that the buyer should have privilege to compare price and other features of goods (132). However, the act fails to state on whether warrant must be in written or oral form, but should be readily available for the buyers.

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Works Cited

Margaret C. Jaser. The Law of Buying and Selling. United States Law Journal. SSL Stack Press, 2002. 123-134.