

# Warranties

Law



Warranties Disclaimer of warranties Many ways exist through which a warranty can be disclaimed. One of such ways is “ express exclusion,” in which a seller refrains from providing a warranty (Mann & Roberts, 2013, p. 442). Such exclusion renders a warranty ineffective, ab initio. Establishing a buyer’s inspection or failure to inspect commodities, before, is another way of disclaiming warranty. Reliance on legislations, limitations, or changes of warranties and privity of contracts are other applicable ways of disclaiming warranties. Express warranties, however, cannot be disclaimed and local laws may prohibit disclaimer of implied warranties (Mann & Roberts, 2013).

#### UCC definitions

Goods are movable commodities that can be identified at the time of contract, excluding money, securities, and things in action. A merchant is a party who deals in goods of a particular type and professes knowledge of the goods. UCC requirements are different for merchants and non-merchants by stipulating higher-level responsibility for merchants than for non-merchants. Disclaimer of warranties to condition and usage are for example easier for a non-merchant than for a merchant because of a merchant’s expected knowledge of the goods (Mann & Roberts, 2013).

#### Purchase of a hot tub

Purchase of a hot tub and payment for permit acquisition, upgrade of system, and site preparation is partly applicable to UCC rules. Contract for purchase of the tub is applicable while the contracts for the other deliverables are not. Scope of UCC contracts that excludes services and treatment of the deliverables as different contracts would help in the analysis (Mann & Roberts, 2013).

Distinguishing between merchants and non-merchants on e-bay

<https://assignbuster.com/warranties/>

A personal initiative that involves investigating a seller's background information is the way to distinguishing between merchants and non-merchants on e-bay. This is because the forum operates like an open market where both merchants and non-merchants exist without a formal distinction.

#### Reference

Mann, R. & Roberts, B. (2013). Business law and the regulation of business.

Mason, OH: Cengage Learning.