

## 13.5: Warranties

---

A **warranty** is a contractual assurance that goods will meet a certain standard. An **express warranty** is a guarantee, created by the words or actions of the seller, that goods will meet certain standards. Under the UCC, a seller may create an express warranty in three ways:

1. With an affirmation of a fact or a promise;
2. With a description of the goods; or
3. With a sample or model.

To constitute a warranty, the seller's words or actions must be part of the basis of the bargain. For example, if a salesperson says that a car's timing belt was just replaced and will not need to be replaced for another 100,000 miles, and the buyer relied on that statement when deciding to buy the car, then the salesperson's statement becomes an express warranty.

An **implied warranty** is a guarantee created by the UCC and imposed on the seller of goods. There are two main implied warranties: merchantability and fitness for a particular purpose.

The **implied warranty of merchantability** is a warranty that the goods are fit for the ordinary purposes for which they are used. To disclaim this warranty, a merchant must use the term "merchantability." The novel or unusual use of goods is not protected by this warranty. If a buyer uses goods for something other than their intended purpose, the warranty does not apply.

The **implied warranty of fitness for a particular purpose** is a warranty that the property is suitable for the buyer's special purpose. For the warranty to apply, the seller must know what the buyer's purpose is and the buyer must rely on the seller's judgment that the goods meet the buyer's needs.

---

13.5: Warranties is shared under a [not declared](#) license and was authored, remixed, and/or curated by LibreTexts.

- **11.5: Warranties** by [Melissa Randall and Community College of Denver Students](#) is licensed [CC BY 4.0](#). Original source: <https://introductiontobusinesslaw.pressbooks.com>.