

Protecting Wisconsin Consumers for 75 Years

Warranties

Many consumers ask what the difference is between a “warranty” and a “guarantee.” There is no difference between the terms, but there can be a big difference between the warranties of two similar products manufactured by different firms.

There is a federal law covering warranties called the Magnuson-Moss Warranty Act. The law doesn’t require manufacturers to issue warranties on their products, but if they do, the warranty must be easy to read and understand. No “legalese,” just ordinary language is allowed. Every term and condition must be spelled out in writing.

Magnuson-Moss also creates two types of warranties: FULL and LIMITED.

Full warranty

The label FULL on a warranty means:

- A defective product will be fixed (or replaced) free of charge, and within a reasonable time, including removal and reinstallation if necessary.

- You will not have to do anything unreasonable to get warranty service (such as shipping a piano to a factory).
- The warranty is good for anyone who owns the product during the warranty period.
- If a problem is reported and not dealt with during the warranty period, the company is still obligated to deal with the problem even if the warranty runs out.
- If the product can’t be fixed (or hasn’t been after a reasonable number of tries), you get your choice of a new one or money back.

Check what parts the warranty covers. A full warranty may not cover the whole product. It may cover only part, like the picture tube of a TV.

Limited warranty

If a warranty gives you anything less than the full warranty, it’s LIMITED. A limited warranty may:

- Cover only parts, not labor.

- Allow only a prorated refund or credit.
- Require you to return a heavy product to the store for service (the piano).
- Cover only the initial owner.
- Charge for handling.

A product can carry a full warranty on part of the product and a limited warranty on the rest.

Magnuson-Moss generally requires manufacturers to make a copy of their warranty available for you to look at before you buy—so you can comparison shop for the best warranty coverage.

Implied warranty

Implied warranties are rights created by state law, not by the company. The most common implied warranty is that the product you buy is fit for ordinary uses—an electric mixer has to mix, an ice crusher has to crush. If it doesn’t, you have a legal right to get your money back. Implied warranties come automatically with every product,

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even though they may not be written out. However, watch out for “as is” or “no warranty” sales; they cancel out your implied warranty.

Protect yourself

Read warranties before you buy. Make sure any verbal promises by the sales representative are included in the written warranty. Keep your sales slip with your warranty. You may need it to prove the date you bought the product or that you are the original purchaser. If you can't resolve a warranty problem, or want more information, contact: the Bureau of Consumer Protection at:

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