



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.

Read warranties before you buy.

There is a federal law covering warranties called the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301-2312. The law does not require manufacturers to issue warranties on their products. 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, 15 U.S.C. § 2303.

Full warranty (15 U.S.C. § 2304)

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 cannot be fixed (or has not 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.



Limited warranty

If a warranty gives you anything less than the full warranty, it is 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 remaining parts, 15 U.S.C. § 2305.

Magnuson-Moss generally requires manufacturers to have a copy of their warranty available for you to review before your purchase, 15 U.S.C. § 2302. This allows you to comparison shop for the best warranty coverage.

Implied warranty (15 U.S.C. § 2308 & Wis. Stat. § 402.314)

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 does not, you have a legal right to get your money back. Implied warranties come automatically with every product, even though they may not be written out.

However, watch out for “as is” or “no warranty” sales as they cancel out your implied warranty, Wis. Stat. § 402.316(3)(a).

Express warranty (Wis. Stat. § 402.313)

Express warranties, unlike implied warranties, are not “read into” your sales contracts by state law; rather, businesses explicitly offer these warranties to their customers in the course of sales transactions. They are promises and statements that businesses voluntarily make about their product or about their commitment to remedy defects and malfunctions that some customers may experience.

Express warranties can take a variety of forms, ranging from advertising claims to formal certificates. An express warranty can be made either orally or in writing.

While oral warranties are important, only written warranties on consumer products are covered by the Magnuson-Moss Warranty Act, 15 U.S.C. § 2303.

Protect yourself

Read warranties before you buy. Keep copies of all performance promises, no matter where you find them.

Make sure any verbal promises by the sales representative are included in the written warranty. If they are not, try to get the spoken claims in writing. For example, you could send an email confirming the spoken promises and keep the response.

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.

For more information or to file a complaint, visit our website or contact:

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