



## Blogs / Product Warranty

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**12.17.2015** [Manufacturer's Corner: A Word on Warranties of Future Performance](#)

By Ryan C. Hardy

Courts sometimes have trouble determining whether a warranty explicitly extends to future performance. A recent case provides refreshing clarity on the issue.

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**06.26.2015** [Manufacturer's Corner: Breach of Warranty Claims and CGL Coverage](#)

By Ryan C. Hardy

A court recently held that a CGL insurer owed a duty to defend its insured accused of breaching express and implied warranties.

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**05.22.2015** [Manufacturer's Corner: FTC Announces Nothing](#)

By Ryan C. Hardy

In 2011, the FTC requested public comment regarding its interpretations, rules, and guides issued under the Magnuson-Moss Warranty Act. After four years of hard work, the FTC today issued a press release headlined "FTC Will Keep Consumer Product Warranty Rules in Current Form with Some Modifications."

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**04.03.2015** [Manufacturer's Corner: Warranty Disclaimers By Intermediate Sellers](#)

By Ryan C. Hardy

If you're like many manufacturers, you have no dealings with the end user of your product. Rather, you sell to a distributor or other intermediate seller, who then sells your product to the end user. We have previously discussed disclaiming your implied warranties against your intermediate buyer and whether that disclaimer travels "downstream" to the end user, but we haven't addressed whether a disclaimer made by the intermediary can protect you in a suit by the end user if, say, you failed to disclaim your implied warranties yourself or if for some reason they are not effective against the end user.

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**03.31.2015** [Manufacturer's Corner: The Interplay Between Limited Remedies and Damages Limitations](#)

By Ryan C. Hardy

I previously have urged you to limit the remedies available under your express warranty (e.g. to repair or replacement), and to disclaim liability for incidental and consequential damages. Here, we'll discuss a common argument made by people who want to render your efforts meaningless.

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**03.20.2015** [Manufacturer's Corner: Just What Is the "Ordinary Use" for a Product Anyway?](#)

By Ryan C. Hardy

For this installment, we turn to an aspect of the implied warranty of merchantability that has not gotten its fair share of attention here: what is "the ordinary purpose" for which your product is used? It seems like a simple question, but it can be deceptively tricky.

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**01.30.2015** [Manufacturer's Corner: Disclaiming Implied Warranties to Remote Purchasers](#)

By Ryan C. Hardy

As I've noted before in these columns, an implied warranty disclaimer is an essential part of your terms and conditions. But giving an effective disclaimer is sometimes easier said than done, especially when you do not sell your product directly to the end user, but rather through a wholesaler, retailer, or other intermediary.

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**12.19.2014** [Manufacturer's Corner: The Importance of Notice Provisions](#)

By Ryan C. Hardy

An easily-overlooked portion of a contract for the sale of goods is the one that addresses what notice the buyer must give the seller in the event the goods do not conform to contract specifications or warranties. These provisions warrant your close attention, however, because they can be outcome-determinative in the event of litigation over the alleged non-conformity.

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**10.09.2014** [Manufacturer's Corner: Apple's Master Course on Master Supply Agreements](#)

By Ryan C. Hardy

This post comes to you based on a story by the always-excellent Matt Levine of BloombergView. Evidently Apple loaned a company called GT Advanced Technologies a bunch of money so GTAT could develop and supply Apple with sapphire screens for a long time. Anyway, there may have been a default under part of that agreement, and GTAT filed for bankruptcy protection because that default was going to *ruin everything* (at least according to industry speculation).

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**09.10.2014** [Manufacturer's Corner: Anatomy of a Limited Warranty \(Part 5\)](#)

By Ryan C. Hardy

In the first four installments of this series, we covered the essential components of an effective limited warranty. But each of those installments carried an important *caveat*: that you were not selling consumer goods. In this fifth and final installment of the series, we turn our attention to additional warranty issues to consider when selling consumer goods.

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