

## Federal Warranty Laws

### Magnuson-Moss Warranty Act (15 U.S.C. 2302(C))

This federal law regulates warranties for the protection of consumers. The essence of the law concerning aftermarket auto parts is that a vehicle manufacturer may not condition a written or implied warranty on the consumers using parts or services which are identified by brand, trade, or corporate name (such as the vehicle maker's brand) unless the parts or service are provided **free of charge**. The law means that the use of an aftermarket part alone is not cause for denying the warranty. However, the law's protection does not extend to aftermarket parts in situations where such parts **actually caused** the damage being claimed under the warranty. Further, consumers are advised to be aware of any specific terms or conditions stated in the warranty which may result in its being voided. The law states in relevant part:

"No warrantor of a consumer product may condition his written or implied warranty of such product on the consumers using, in connection with such product, any article or service (other than article or service provided **without charge** under the **terms** of the **warranty**) which is identified by brand, trade or corporate name..." (15 U.S.C. 2302(C)).

**In other words**, no compressor manufacturer can say that they will not honor their warranty if the system is NOT charged with **R134a**, unless they are going to provide the **R134a** without **charge** under the **terms** of the **warranty**.

**A Primer on the Magnuson-Moss Act** The Federal Trade Commission Magnuson-Moss Act protects consumers. This act passed in 1975 states that **"Tie-In Sales" Provisions** are NOT allowed in consumer warranties. Manufacturers **cannot require** consumers to **purchase** items (**R134a**) or services in order to keep their warranty valid.

#### **"Tie-In Sales" Provisions**

Generally, **tie-in sales** provisions are not allowed. Such a provision would require a purchaser of the warranted product to buy an item or service from a particular company to use with the warranted product in order to be eligible to receive a remedy under the warranty. The following IS an **example** of **prohibited** tie-in sales provisions.

In order to keep your new Compressor warranty in effect, **you must** use **R134a**. Failure to use **R134a** voids this warranty.

#### **TITLE 15 > CHAPTER 50 > § 2305**

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#### **§ 2305. Full and limited warranting of a consumer product**

"Nothing in this chapter shall prohibit the selling of a consumer product which has both full and limited warranties if such warranties are clearly and conspicuously differentiated."

**ENV Refrigerants ARE** clearly and conspicuously differentiated to be compatible with **Mineral**, **Ester** and **Pag** refrigerant oils **only**, and will **not harm** the **O rings** or **hoses** of any A/C system. **ENV Refrigerants** carry a guarantee that **ENV Refrigerants** will not harm air conditioning compressors or other related mechanical equipment when used in accordance with **ENV** directions.

Therefore **no one** can state that **ENV 12 Refrigerants** can not be used **instead** of **R134a** in all **R134a A/C** systems, including **R12 Retrofitted systems**.

**\$ DOLLAR \$ for \$ DOLLAR \$ - ENV Refrigerants are best products available in the market.**