Teacher Answer Key

Case Study

1. A spoken sales claim that a reasonable person would take as a factual promise can create an express warranty even when nothing is signed. Selena cannot enforce it because the written contract controls in most disputes, and the reading warns that any verbal promise not appearing in the written text effectively did not happen.

2. She signed a document containing a blank space, which the reading warns against because blanks can be filled in afterward by the other party. She also failed to get a copy of exactly what she signed, so she cannot prove the terms, and she should have read the whole warranty first, which would have shown the one-year labor limit and the commercial use exclusion before she bought it.

Multiple Choice

1. D

2. B

3. A

Matching

1-E, 2-A, 3-D, 4-C, 5-B

Fill-in-the-Blank

1) express, 2) consideration, 3) as-is

Short Answer (Sample Responses)

Q1: A full warranty provides free repair or replacement within a reasonable time and lets the buyer choose a refund if it cannot be fixed, while limited means anything less than that. Limited is not worthless because the specific written terms decide everything, so a carefully read limited warranty can still provide years of real coverage.

Q2: Return policies are voluntary contract terms the retailer sets to increase sales, not consumer protections, so changing your mind creates no legal claim. The law does guarantee a remedy when a product is defective, misrepresented, or fails to match what was promised, which is a different and enforceable obligation.

Q3: In most disputes the written contract controls, so a verbal promise that never made it into the document effectively did not happen. Receipts, copies of signed agreements, cancellation confirmations, and dated records are what let a buyer

prove the claim, and without them the burden of proof falls on the person who cannot meet it.