



Auto Dealer Today publishes “as is” used car warranty article by Tom Hudson

April 4th, 2019

On March 28, *Auto Dealer Today* published, “Disclaiming Warranties? Do It Right,” an article by [Tom Hudson](#) cautioning dealerships on the language they use in “as is” used car sale retail installment contracts and sale agreements.

Tom’s case study involves a buyer suing the dealer, asserting claims under the Magnuson-Moss Warranty Act (failure to affix a buyers guide and breach of warranty), the Fair Debt Collection Practices Act, and various Pennsylvania laws. In finding for the dealer, the court found that there was sufficient evidence that the dealer gave the buyer explicit notice in both the sale agreement and the non-warranty notice that the vehicle was being sold without any warranty. The court noted that the dealer’s written disclaimers were clear and conspicuous and could not be modified by the alleged verbal offer of a 90-day warranty. Tom notes that warranty disclaimers should be clear and conspicuous in order to be enforceable by the courts.

Tom Hudson is a founding partner of Hudson Cook, now Of Counsel to the firm, and has practiced consumer financial services law since 1973. He has focused his practice on matters relating to vehicle financing and leasing. The newest edition of Tom’s [CARLAW® F&I Legal Desk Book \(8th edition\) – The Answer Book for Finance and Insurance Professionals](#), has just been released.

[Read the *Auto Dealer Today* article.](#)

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