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A Chronicle of Global Evolution of Product Warranty

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ABSTRACT

This article provides a chronological account of the evolution of the concept of product warranty and its development over the four millennia to its present state at the dawn of twenty-first century A.D. This study examines how the concept of product warranty originated and illustrates how this concept was an integral element of accepted business practices in commerce and trade over the ages in almost all civilizations spanning the entire globe. The civilizations include the Babylonian and Assyrian civilizations of twenty-first century B.C., the Roman era of the fifth century B.C., Bavarian rule at the start of the Christian era, earlier Jewish period of the second century A.D., Hindu period of the fifth, Islamic era of the eighth, Russian period of the early tenth, church rule of the medieval times, customs of the English borough, and ultimately the post-industrial era of consumerism and today's times of warranty legislation.

Key words: Product Warranty, Supply Chain Practices, Chronology, Global Commerce and Trade Evolution.

1. INTRODUCTION

In order to learn history of warranty, one has to start by looking at the history of trade itself. Trade, the oldest and most predominant of human activities, can be termed as "a business, especially mechanical or mercantile employment, as opposed to profession, carried on as a means of livelihood or profit."

The concept of trade certainly originated as a vehicle to satisfy human needs for numerous goods. Primitive man did try the easy way of need gratification: with the use of brute force. He took what he wanted from those who had it. Over time, the human population increased considerably and brute force techniques gave way to more conservative trade practices that included various modes of product and service exchange, such as barter system, product sale and purchase using acceptable monetary units, etc. This evolution in trade practices created a need for some standards, which were developed in some part inadvertently and the rest in a systematic and preconceived manner. Among these, one well-established trade practice that has been evolved over time is known as product warranty.

"Product warranty" can be considered as a statement (written and/or oral) about the nature or quality of the product and its condition or what the warrantor (generally the manufacturer) will do if anything is or goes wrong with the product [1]. In recent times, most manufacturers offer some form of warranty on their products, usually at no cost to consumer. However, many substantial variations exist in provisions for protection, duration, and service support of such warranty offerings [2].

2. ORIGIN OF THE WORD "WARRANTY"

The concept of warranty is ancient in origin. At the very outset of mankind's social development, one tribe traded with another, and the quality disputes that arose were similar to the ones still being debated in present day courtrooms.

Before looking at the historical perspective of warranty, one needs to understand the meaning and origins of the term. The words warranty and guarantee, known to linguists as "doublets," are derived from same original source but traveling to today's English language by different routes. The origins of the word warranty can be traced back to the Old North French word warant and warantie, to the Old High German word *werento* meaning "protector" [3, 4]. During the Middle Ages, the original expressions used included *hoc ex condicione, warrantizavit, promisit,* and *sub tali plevina* [5, p. 1161].

The word "warranty" has many definitions, depending upon the context in which it is used. According to one source:

... (i) Law in a contract, a promise or binding statement which is non-essential to the main purpose of the contract, so that a failure to honor it does not cause the contract to be ended but may give the other party good reason to claim damages for breach of warranty,

(ii) Insurance, a statement made by the insured declaring that facts given by him are true and that insurance contract may be void if any of these facts prove to be untrue,

(iii) Commercial, a promise or statement by the seller or the buyer concerning the quality of goods or their fitness for a particular purpose. Without warranty, the goods are being sold on the condition that the seller has no responsibility for any faults or imperfections in the goods, and the buyer has no right to return them or claim damages or any other remedy ... [6].

From a legal standpoint, issues of negligence, fault, and/or due care are significant in tort liability cases. In contrast, in cases of breach of warranty, such matters are irrelevant. If the goods have some latent defect, the seller is held accountable even though he did not know of and had no means of ascertaining the existence of defect.

Product warranty has demonstrated its strategic significance to product manufacturers competing in today's industrial marketplace. To acquire a better appreciation for product warranties, it is imperative that we understand the chronological evolution of this trade practice. In following sections, we review the development of warranty policies and procedures over time from a historical perspective.

3. THE EARLY CIVILIZATIONS

3.1 The Babylonian and Assyrian Era

Over the course of human civilization, the issue of warranty has been raised on a consistent basis over a wide array of products and services ranging from cattle and slaves in ancient times to automobiles, office equipment, and complex weapon systems in modern times. Some of the earliest documented accounts about trade and customer complaint have been found on the clay tablets from the Ur III dynasty in Babylonia (2128 2004 B.C.). The tablet reads as follows:

...Tell Ea-nâsim: Nanni sends following message: When you came, you said to me as follows: "I will give Gimil-Sin (when he comes) fine quality copper ingots." You left then but you did not do what you promised. ...What do you take me for that you treat somebody like me with such contempt? ...How have you treated me for that copper? You have withheld my money bag from me in enemy territory; it is now up to you to restore (my money) to me in full. ...Take cognizance that (from now on) I will not accept here any copper from you that is not of fine quality. I shall (from now on) select and take the ingots individually in my own yard, and I shall exercise against you my right of rejection because you have treated me with contempt ... [7].

One of the first cases of warranty of fitness has been found recorded in the Hammurabic Code (circa twentieth century B.C.), dealing with products and services. It provides for an eye-for-an-eye type of compensation. For instance, a house builder, "who has not made strong his work" causing the house to collapse thereby killing the owner, is put to death for his negligence. If the defective workmanship results in the death of the son of the owner, then the son of the builder was put to death. However, if any slaves got killed due to same reasons, the builder has to replace them and rebuild the house at his expense [8, pp. 83 95]. The code also provided compensation in the form of "money back guarantees" for defects discovered in the product (in this case, a slave) after its sale:

...If a man has brought a male or female slave and the slave has not fulfilled his month, but the *bennu* disease has fallen upon him, he (the buyer) shall return the slave to the seller and the buyer shall take back the money he paid ... [9, Section 278, p. 67].

And: ... If a man has bought a male or female slave and claims been raised, the seller shall answer the claim ... [9, Section 279, p. 67].

Subsequent to the Hammurabi rule, another code appeared around the second year of the reign of Ashurbânipal, king of Babylon. One fragment of the tablet provided the following law:

...The man, who has sold a female slave and has had an objection made concerning her, shall take her back. The seller shall give to the buyer the price named in deed of sale to its exact amount, and shall pay half a shekel of silver for each of the children born to her... [9, Law B, Col. II. 15-23, p. 70].

For these codes, the time period within which a warranty claim (on a defective slave) could be made, varied considerably. During the later Babylonian and Assyrian periods, clauses were inserted in the sale contracts of slaves which provided up to a month to a hundred days for fever or seizures to develop. But the slaves could be returned at any time on grounds of a sartu (vice) plea [7, p. 234].

3.2 The Egyptian Era

Despite highly developed conceptions of ownership and possession, a correspondingly developed theory of sale—such as the one that existed in Rome—does not seem to have existed. One plausible explanation for this comparative indifference for sale contracts under Egyptian law is the very small amount of commerce which was transacted.

Contracts of sale, as prevalent in Egyptian era (5702 3180 B.C.) were essentially unilateral. In contrast to Roman law, where the purchaser took possession, in Egypt the vendor transferred possession (however, in both cases, the emphasis was laid upon the act of one party). Under Egyptian laws, the contracting party, whether in a sale or any other form of contract, detaches from himself a right, and conveyed it to the other party. The vendor is obliged to warrant and defend the title, which he conveyed. An expression in the warranty requiring the seller to defend the transaction against third party challenges by "clearing/cleaning" is claimed to origins in Asia and was first introduced into Egyptian formulary in the middle of first millennium B.C. [10, p. 90].

The earliest documents attesting the Arabic sales formularies can be traced back to about A.D. 717-823. The Coptic arbitration documents affirm that in the A.D. 730 740, Arab officials were arbitrating claims between native Egyptians, which included dispute over title to shares in inherited residential property [11].

3.3 The Ancient Hindu Period

The law of India is founded in the first instance on the Vedas, which are essentially religious books of the ancient Hindu period. Closely connected to the Vedas are the *Dharma-sutra*, which form the first order of law books, which in turn are transformed in *Dharma-sàstras* or legal hand books used in practice. Among these, one, *Mànava-dharma-sàstra*

or *The Ordinance of Manu*, seems to have attained special prominence.

Mànava-dharma-sàstra were originally transcribed in ancient India around the year A.D. 500. In regard to sales, it provided that goods and wares that are damaged, deficient, mixed with another, far away or concealed, should never be sold [12, Section 203, p. 211]. In contrast, the warranty provisions that were provided to a dissatisfied buyer were rather limited in nature:

... Whoever feels regret in this world after buying or selling anything within ten days give (back) or take (back) the goods. But after the period of ten days is passed, he may neither give them (back) or take them (back); and if he take them (back) or give them (back), he should be fined six hundred (panas) by the king ... [12, Section 222 223, pp. 214 215].

Similar limitations on the duration of "money back" warranty existed for other products and wares. Some examples included fuel wood, grain, spices, cloth, and metals (same day), iron (1 day), milking cows (3 days), beasts of burden (5 days), precious stones (7 days), planting seeds (10 days), a male slave (15 days), and a female slave (1 month) [13, Chapter XI, pp. 174-180].

3.4 The Early Islamic Period

The concepts of Islamic laws came into being in the period of the Caliphs of Medina (circa A.D. 632 661) and were enacted against a varied political and administrative background primarily during the rule of the Umayyads, the first dynasty of Islam (circa A.D. 661-750). Islamic laws are a result of a scrutiny of legal subject-matter from a religious angle, comprising various components of the laws of Arabia and other conquered territories including eastern Africa and parts of the Indian subcontinent. The Islamic system of jurisprudence can be traced way back to four ancient schools of law: the Koran (Qur'ân), the sunna of the Prophet Muhammad, the consensus (Ijmâ') of the orthodox community, and the method of analogy (qiyâs) [14]. The essentials of this theory were created by Shâfi'î, whose treatise on jurisprudence is known as *Kitâb al-Risâla Fî Usûl al-Fiqh*, better known as *Kitâb al-Risâla* (the book of epistles) or simply *al-Risâla* (the epistles) [15].

According to the Shâfi'î doctrines, sale transactions although allowed, were not something that was look upon favorably:

147. (Shâfi'î said:) And He said:
That is for their having said: Sale is just the same as usury, though God hath permitted sale and forbidden usury [15, p. 157].

The fundamental concept of Islamic law, be it concerned with worship or with legal matters, is the intent (*niyya*). One of the doctrines stated:

... If a man buys a slave girl and she has a defect which the seller has concealed from him, the case is the same in law, whether the seller did it wittingly or unwittingly, and the seller commits a sin if he does it wittingly... the buyer has an equal obligation towards the seller and is not entitled to return her (the slave girl) to the seller after the defect which was developed whilst she was in his (the buyer) possession, just as the seller was not entitled to hold him bound by a sale of an object which had a defect whilst in the seller's possession. [14, Tr. I, 6, p. 325].

In addition, both buyer and seller had the option rescinding the sale of slaves or any merchandise [14, Tr. I, 12, p. 326], somewhat similar to the concept of "money-back" guarantee.

4. THE EUROPEAN PERIOD

4. 1 The Roman Era

During the classical Roman era (circa fifth century B.C.), the fundamental laws of the land were formulated under XII tables. These twelve tables were a comprehensive collection or code of rules framed by the officers, called *Decemviri*, specially appointed for the purpose.

This draft of legislation covered laws addressing specific obligations of both vendor and vendee involved in a trade. One of the vendor's obligations was to provide warranty against secret defects in the product. This civil law provided little, if any, protection against tort, since it would be difficult to prove prior knowledge of defects. However, the *Edict of the Aediles* furnished some protection in the context of slave trade (this edict was extended to similar sales of live stock). It provided that in order to sell slaves in the open market, the vendor must declare all mental, moral, and physical defects that the slave had. Further, it must be promised that no such defects (*morbus, vitium*) exist other than those declared [16, Law CLXXII, pp. 488-489].

4.2 The Germanic Period

The Germanic people invaded and subsequently settled on territories occupied by the Roman empire in the start of the Christian era (58 B.C.-A.D. 496). These settlers brought their own laws, judicial system for enforcement of laws, and punishments for transgressions. The system of legal codes was primarily structured by the Alaman and Bavarian settlers (now Switzerland and southern Germany).

One notable distinction between the Roman codes of sale and its Germanic counterpart was that the Bavarian law of sale had a warranty provision that was "limited" in nature. As noted in Bavarian laws translated from the Ingolstadt Manuscript:

... 9. Concerning the form of sale.
... But after the sale is transacted, it is not to be changed, unless it happens that one finds a defect, which the seller concealed ... If, however, the seller states the defect, let the sale stand; one cannot change it...If, however, he does not state it one can change it...(within three days after the sale)... And if one has his property for more than three nights,

after this he cannot change it, unless perhaps he cannot find the defect in three days ... [17, p. 162].
In above cases, the buyer can still try to return the product after "limited" warranty duration expires, however, the seller may refuse to take it back if he testifies that no defect existed on the day of the sale.

4.3 The Jewish Period

The Hebrew laws (circa second century A.D.) that followed the codification of the Babylonian and subsequent periods showed a much greater development in ethical content. As declared by Mishnah (Bava Metzía IV, 12):
... One may not furbish up man or beast or vessels for purposes of sale. One may not, for example, dye a slave's hair black to make him look younger and more vigorous; nor drug an animal to the same end; nor paint old, second-hand implements in order to pass them off as new ... [18, p. 367].

Deceit as to quality was considered a serious offense. Under the Hebraic laws, non-disclosure was regarded as a fraud and the vendor was obligated to disclose any defects in the merchandise before sale. If the delivered goods or wares fail to meet either the pre-specified quantity (Bava Metzía 63b) or the description (Bava Metzía V, 6) promised at the time of sale, the sale could be rescinded by either the vendor or vendee on the grounds of mistake. This also depended upon whether the quality of delivered goods was better or worse than promised at the time of sale.

Even though there were no provisions for express warranty, all land and property transactions carried "implied" warranties: (i) A guarantee of good title against all the world; (ii) A warranty that seller had not encumbered the property; and (iii) A guarantee against any personal claim.

These implied warranties were strictly personal and covered only such defects and claims as were established in a court of law at that time.

4.4 The Early English Period

One of the earliest series of Kentish laws was established by King Æthelberht I (circa A.D. 597-617) in the lifetime of Augustine. One of his decree, which alluded to a form of warranty in sale of maidens (by the vendor who, in most cases, would be the father of the maiden) provided:
77. If a man buys a maiden, the bargain shall stand, if there is no dishonesty.
§1. If however there is dishonesty, she shall be taken back to her home, and the money shall be returned to him. [19, p. 15].

The earliest laws of Wessex were those enacted by King Ine (circa A.D. 688-725). One of his decrees recognized concept of implied warranty:
56. If anyone buys any sort of beast, and then finds any manner of blemish in it within thirty days, he shall send it back to (its former) owner...or (the former owner) shall swear that he knew of no blemish when he sold it him. [19, p. 55].

Some references of warranty (as a guarantee against betrayal) are found in terms of peace treaty between English king Alfred, who defeated the Danish king Guthrum in A.D. 878 soon after the great Danish invasion of A.D. 866. One of the conditions that detailed terms of the treaty stated:
5. And we all declared, on the day when the oaths were sworn, that neither slaves nor freemen should be allowed to pass over to the Danish host without permission, any more than that any of them [should come over] to us. If, however, it happens that any of them, in order to satisfy their wants, wish to trade with us, or we [for the same reason wish to trade] with them, in cattle and in goods, it shall be allowed on condition that hostages are given as security for peaceful behavior and as evidence by which it may be known that no treachery is intended. [19, p. 101].
Soon afterwards, when peace and friendly relations were established between the English and the Danes, English King Edward and Danish King Guthrum enacted a series of decrees sometime after A.D. 921. One of their decrees concerning protection of goods and people alike stated:
12. If any attempt is made to deprive in any wise a man in orders, or a stranger, of either his goods or his life, the king-or the earl of the province (in which such a deed is done)—and the bishop of the diocese shall act as his kinsmen and protectors, unless he has some other. And such compensation as is due shall be promptly paid to Christ and the king according to the nature of the offense; or the king within whose dominions the deed is done shall avenge it to the uttermost. [19, p. 109].

4.5 The Early Russian Era

A general view on law and justice was developed by the Slavs long before the appearance of written codes among them. The earliest written documents related to commercial laws can be traced back to the first half of the tenth century (A.D. 911 and A.D. 945) when the first two Russian-Byzantine treaties were drafted. However, with reference to warranty issues and redress, the Charter of the City of Pskov (A.D. 1397-1467) provided:
... And if anyone buys a cow at a price agreed upon, and after purchase (the cow gives birth to a calf), the seller may not sue the buyer for that calf; (on the other hand), if the cow discharges bloody urine, it may be returned and the money is to be refunded ... [20, p. 82].

The article did not indicate specific time limit for this type of money-back warranty provision on the product (in this case, the cow). However, it is logical to assume that any such defects in the "product" will surface, if at all, very soon after its purchase. Also, the law limited the extent of remedy under this warranty; it did not offer a remedy if the cow successfully delivers a calf.

5. THE MIDDLE AGES

5.1 The Medieval Times

In the early Medieval Europe during the Middle Ages (A.D. 617 1291), commercial trade and the resulting need for a warranty provision faced a strong setback. During that period, trade was generally denounced since it was not considered "the way of the Christian." Usury was considered a symbol of "covetousness at its lowest." Also, the quality of the ware, and the fullness of its measure held a exalted place. Other prevalent beliefs of the time included: Trade was worldly not heavenly; it was sinfully carried on for gain; the merchant could not be pleasing to God [21, pp. 126 132].

Over the course of time, as the Church attained more power and control, it established a distinction between a "wrongful trade" (carried on for personal profit) and a" rightful trade" (intended to serve public necessity). Nevertheless, trade remained an instrument of social purpose although the dealing of the trade had to conform to the standards of the Christian conduct.

The church manuals, as codified by Thomas Aquinas, laid down standards of mercantile conduct for Christians during fourteenth through fifteenth centuries. For example, it is indicated that a sale can be rendered unlawful by a defect in goods or wares that were sold. Irrespective of whether the defect was in kind , in quantity, or in quality, if it was known to the vendor and unrevealed to the buyer, it was considered a sin and fraud, and, accordingly, the sale was considered void [22, Question LXXVII, art. 4, pp. 93 94].

Over the years, in case of the sale of defective products, the prevailing standards suggested resolution which essentially favored buyers more in the spirit of the informal concept of caveat venditor or "let the seller beware." Here, if the defect is revealed to the buyer by the vendor at the time of the sale, but the buyer still chooses to purchase the product, the sale becomes final. If, however, the vendor sold a product with less-obvious defect not known to either the buyer or the seller at the time of the sale, it was mandated that the seller replace the product or refund buyer's money. On the other hand, if the vendor sold a product with a hidden defect known to him but not known to the buyer, seller must make good the purchase and expect punishment for "fraud."

5.2 English Borough Customs & Guild Practices

In the tradition of Guilds of Medieval Ages, the customs of the English Borough favored the buyer. In the early fourteenth century A.D., as the crafts increased in number and became more popular, the scrutiny of the community was progressively extended to ensure an open market for products with fair price, honest measure, and good quality. The conduct of several handicrafts was regulated by their own statutes, which were embraced general town ordinances. Goods were required to be publicly displayed so that the buyer can be assured of a warranty of title, which implies that his purchase will not be snatched away by its rightful owner. Market places were appointed for various commodities in order for exchange to be carried out in the open. In addition, The sale of goods in private places and in secret was prohibited. According to English Borough Customs:

... the craftsmen are required to keep away from hotels and private houses, save when some great lord should send for them, and required to vend their wares only in their own shops [23, pp. 354 5 and 360 1],

... there were to be no sales by candle light or after the bell had rung for sunset [23, pp. 141 2, 339, and 532 3], [24, p. lxxx],

and: ... the inspectors of wares and keepers of the market are to discharge their fiduciary offices with diligence and honesty so that the people of the commonality might avoid disorderly and deceitful bargains [23, p. 73].

The records attest the dominance of the idea of solidarity. Greater emphasis was put on publicity and prevention of fraud than on legal remedy for the buyer as indicated in the following excerpt:

... The deceitful maker and the dishonest vendor were paraded through streets with their fraudulent wares, exposed in the stocks with their false product burned beneath their feet, and denied community of their trades and of the liberty [25, p. 219].

In these times, buyers relied on the words of sellers, no special collocation of words was needed to constitute warranty, an oral understanding was a binding contract, the merchandise must conform to sample, a confiscation of goods and damages to the wronged were alike penalties for unfair dealings.

6. INDUSTRIAL REVOLUTION & BEYOND

6.1 The Emergence of "Caveat Emptor"

By the dawn of the Industrial Revolution in sixteenth century A.D., the organized salesmanship outmoded the individual seller and the business practices witnessed a reversal of trade policy. The refusal of public authority, through public legislature and a formal judiciary system, to accord effective protection to the purchaser, was reflected by the growing acceptance of caveat emptor or "let the buyer beware." The expression caveat emptor appeared in print for the first time in sixteenth century when Sir Anthony Fitzherbert, a well-regarded English Judge wrote:

... if he be tamed and have been rydden upon, then caveat emptor ... [26].

Under the code of caveat emptor, buyers were not entitled to receive compensation for any problem associated with the product short of outright fraud on part of vendor, unless the vendor

had explicitly guaranteed the item in question. In A.D. 1534, Sir Anthony Fitzherbert stated:
... If a man sells an unsound horse or unsound wine it behoveth that he warrant the wine to be good and horse to be sound, otherwise action will not lie. For if he sells the wine or horse without such warranty, it is at the others' peril and his eyes and his taste ought to be his judges in that case... [27, p. 94C].

Court records show that similar attitudes prevailed in the next century. In an obscure case of Chandelor vs. Lopus in A.D. 1603, the defendant was a goldsmith who knew about precious stones. He sold the plaintiff with affirmation, but without warranty, a stone of a particular kind, which it was not. Although the plaintiff won, the report indicated the unease felt about the final judgment:
... for everyone in selling his wares will affirms that his wares are good ... yet if he does not warrant them to be so, it is no cause of action ... [28].

6.2 Post-Industrial Revolution Era

Up through the first half of the nineteenth century, caveat emptor ruled both in U.S. Courts and communities as well. Sellers rarely offered any sort of formal warranty on their goods. But to most Americans, the need for an express warranty would not have been pressing in any case because products were typically produced and sold by people known personally to the buyer-often by people from the local community. Ordinarily, buyers would have expressed their dissatisfaction on a personal basis, and word-of-mouth would have been sufficient to alert potential buyers about the quality of a particular producer's goods or about the trustworthiness of a seller.

During the advent of standardized product warranties late in the nineteenth century, warranties were treated as standardized contracts. In an early study on warranties, it was found that most products offered to consumers included warranty with extremely limited scope. Specifically, a typical product warranty coverage usually excluded remedy for failed component parts, transportation charges, ensuing damages, etc. The manufacturer's standpoint, in regard to warranty content at the turn of this century, exemplified the theory of consumer exploitation [29, 30]. This theory was accepted in context of standardized warranties, and seemed consistent with the warranty case histories late through the 19th century. At that time, deceit associated with sale of goods, such as misbranding, adulteration, and misrepresentation, became widespread. This, in part, led to a trend of dishonest manufacturers offering warranties on products without any intention of honoring them. Because of this, consumers started perceiving a warranty of any sort on products to be an indication of poor quality.

In subsequent decades, independent product testing organizations emerged throughout America partly to curb such deceitful practices. Examples of these entities include Underwriters Laboratory, an independent testing agency sponsored by various insurance companies and underwriters; the Good Housekeeping Institute, run by the magazine of Good Housekeeping; and Consumers' Research, a consumer-sponsored organization, which led to the formation of Consumers Union, publisher of Consumer Reports. Seals of approval from these entities served as a symbol of acceptable quality in terms of product reliability and the credibility of manufacturer's own warranty.

In an effort to gain control over the big businesses, Federal Trade Commission (FTC) was established in 1914. In addition, U.S. federal government set forth certain codes governing the sale of goods and encouraged all states to adopt them in order to achieve consistency. Several versions of such codes were enacted by congress in the 1930's, particularly the Uniform Sales Act. Under the Uniform Sales Act, an express warranty is defined as:
... any affirmation of fact or any promise by the seller relating to the goods... if the natural tendency of such affirmation or promise is to induce the buyer to purchase the goods, and if the buyer purchases the goods relying thereon [31, p. 427].

This definition illustrates the dual nature of obligation of the express warranty. The statute describes two kinds of express warranty: one that is promissory or contractual in nature and other that is non-promissory affirmation of the fact. It should be noted that implied warranties of quality and of title under Uniform Sales Act were imposed by law and were clearly nonconsensual [32, p. 420]. The involved parties could potentially use their contractual power by means of a disclaimer to destroy a nonconsensual warranty but its creation in no way depends on their intentions [32, pp. 230-0a].

With growing concerns for buyer's protection, the concept of express warranty was joined by a subversive term implied warranty. By 1952, every state in U.S. except Louisiana adopted what is termed as the Uniform Commercial Code (UCC). This code specifies the obligations of manufacturers, distributors, and any other vendors, with regard to both express and implied warranties. Several forms of legislation have been enacted during the last few decades to regulate warranties on various products, notably the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act of 1975. Consequently, an era of consumerism and warranty protection was initiated in the second half of the twentieth century.

7. CONCLUSION

As illustrated in this paper, most societies have gone through an inevitable development in product warranty or "the business practice by which reputable sellers stood behind their goods, and a changing social viewpoint towards the seller's

responsibility. As we proceed from Babylonian and Assyrian tablets of the twenty-first century B.C. to the Roman laws of the fifth century B.C., Bavarian laws at the start of the Christian era, Jewish commercial laws of the second century A.D., Hindu religious laws of the fifth, Islamic laws of the eighth, Egyptian formularies of a slightly later period, scattered Russian codes of the early tenth, customs the church rule of the medieval times and customs of the English borough to ultimately the post-industrial era of consumerism and warranty legislation, it is clear that concept of product warranty has maintained an significant position in trade practices of all societies through the ages and will continue to do so for times to come [33].

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