

# A Guarantee, I wouldn't Warrant...

I'll Warrant that your Guarantee isn't what you think it is?...

By Colin Jardine

We all do... and .... with the best intentions in mind...! !

We market a statement of confidence in our capabilities and products and services and apply *lingua franca* (A language used for convenience) without considering the larger implications.

To be cliché; "with the exception of death and taxes", few things are guaranteed, and of course to be glib...

**Guarantee** sounds much more convincing and persuasive than Warranty.

In a financial sense, to stand "Guarantor" for a transaction, has proven over as many incidents, to be not only binding but decidedly painful in the extreme, and is fully exposed and subject to the terms and conditions of liability quite separated from the ownership of the commodity for which Guarantor was signed up. Guarantee begs the question; what exactly are you guaranteeing and pertinently; is your intention of a guarantee, exactly in line with your customers' interpretation and perception of the same guarantee?

Extrapolate the sentiment and intent to the public at large and you would be at great pains to meet the ocean of interpretation and the waves of expectation, and the exposure potential for public liability and non-performance litigation.

The introduction then of a "Written Guarantee", serves to make the parameters more finite, albeit sometimes and possibly at the exclusion of common law or consumer rights, thereby making it conditional, in support of the promise of a guarantee.

**Services** (in the main), rely on workmanship and skill, and the application of common sense, some ingenuity, (either formal or informal), depending on the required end result and an apportionment of time. (All of these are interdependent and, even within closely related disciplines; any

one of these could vary or change at a moment's notice).

To guarantee a single or multiple outcomes based on these and other related variables is adventurous for want of a better word.

Unless you are able to specify in detail what the guarantee represents and the precise parameters and scope of such a guarantee; it's wide open to interpretation and perception in the recipients' circumstance. (And be mindful-It's a promise to be kept !!!).

There is no doctrine or statute of limitations as to what linguistic skill you apply to your written or verbal delivery and provided that you understand and are able to quantify and parameter the delivery, it's your risk to manage.



**Warranty** comes with its own set of considerations.... Traditionally encompassing some conditions to be met, and in some cases extending a Guarantee. If the extension compliments an already compromising principle guarantee which deprives you of common law and consumer rights, then the warranty arguably just adds insult to injury.

Warranties are also generally factored in as a cost not unlike insurance, (not that this is a bad thing); it affords the recipient some security as to a desired end result or standing after actions or delivery have taken place. Some warranties will cover product, others workmanship at the inclusion or exclusion of product, others for certain categories of items or conditions, and

of course the inclusion or exclusion of labour, skills, consultancy, etc.

As with guarantees, it becomes very important to parameter the content and also the conditions applicable to the warranty.

Our closest reference example to both Guarantee and Warranty is the familiar *Motorplan (sic)*, sold with modern motor vehicles.

The Manufacturers' guarantee; is conditional on a number of factors, the Warranty then supported by a number of sub-set factors, and there is generally an offering of an Extended Warranty as an option, and for a pre-determined period of Time or Kilometres or combinations of both.

Some of these are legally transferrable between successive owners, within the parameters and conditions of the plan, and endorsed by the manufacturer or supplier or authorised representative..

Each of these is definitive and finite and has over time been refined to prevent conjecture and afford managed liability, and with a finite standing and objective in mind.

This affords the vehicle owner an established circumstance with definitive parameters and, the manufacturer/supplier a controlled environment in which to operate.... (There are of course anomalies, but few and far between in the main).

## And so to the gist of this rambling:

If your intent is dependent on *lingua franca* it is significant that the statements published and verbalised, are understood and supported by finite parameters.

Decide your stance on Guarantee and Warranty, and position these such that they **independently**, are clear and will withstand challenge and test for reasonable-ness;

*This done, I almost guarantee, your warranty will.. !!*