



WARRANTIES IN THE VOID II

An Updated Survey Of Warranties From 43 Companies
Finding All Tell Customers They Void Warranties For
Independent Repair

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An updated survey of warranties from 43 companies finding all tell customers they void warranties for independent repair. The continued problem of warranties wearing thin underscores the need for action on Right to Repair.

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Cover photo Andrew Cosand, Creative Commons.

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The authors bear any responsibility for factual errors.

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EXECUTIVE SUMMARY

When you buy a new appliance, you have an expectation that it will work, at least for a few years. But sometimes, it breaks down quickly. So you call up the manufacturer to see about getting it fixed under your warranty. Sometimes they fix it, but other times they refuse. Sometimes their remedy takes so long you are forced to find another way to fix the product -- or you might just give up and buy a new one.

In 2018, our *Warranties in the Void* report found significant problems with appliance manufacturer warranties, including the widespread assertion that warranties would be voided due to independent or self-repair.

Nearly all appliances or electronic devices come with some form of written warranty to clarify when repairs would be covered, and under what conditions. When manufacturers choose to provide written or “express” warranties, there are laws that govern how they work. The guidelines from the Federal Trade Commission (FTC) advise that “[g]enerally, the [Magnuson-Moss Warranty Act (MMWA)] prohibits warrantors from conditioning warranties on the consumer’s use of a replacement product or repair service identified by brand or name,” with some exceptions explored later in this report¹.

According to our 2018 report, 45 of the 50 appliance companies surveyed stated that they void warranty coverage due to independent or self repair. We presented our findings to the FTC in hopes that, just as the agency had done to six companies earlier in 2018,² they would warn non-compliant companies to address issues. But without public action from the FTC, we began to wonder if the earlier warnings, as well as the FTC’s “Nixing the Fix” workshop and investigation,³ had created enough pressure on manufacturers to improve conditions for warranties.

Meanwhile, appliance repair demand has surged in the pandemic. Factors include the increased use of home appliances as people are home more, and fewer people buying new appliances as both retail operations were restricted and the supply chain was interrupted by COVID-19.⁴ As repair needs surge, it can lead to delays in warranty service. When you can’t get a necessary

appliance repaired in a timely manner under warranty terms, you might opt to attempt a repair yourself or hire another repair technician to solve the issues.

Unfortunately, in our survey, conducted in the fall of 2020, we found that all of the 43 companies we surveyed indicated that warranty would be voided due to independent repair. These companies either had clauses in warranties which claimed repair would void coverage, or their warranties were unclear and their customer service representatives, when asked, stated that independent repair would void the warranty.⁵ Conditioning a warranty to forbid independent repair is generally understood to be a violation of Magnuson-Moss.⁶

Further, we found three companies didn't make warranties readily accessible prior to purchasing a product -- another consumer right guaranteed under Magnuson-Moss.

We believe that our findings reinforce the need for the FTC to step up their enforcement of Magnuson-Moss.

Two years after these issues were raised, customers are still being told that they cannot repair their own devices, when independent repair may be more convenient or efficient for their specific needs. COVID-19 has further underscored why consumers must be given the option of repair choices without losing their warranties.

Companies can and should address these issues without waiting for additional enforcement actions, but it's becoming clear that this is unlikely. Not only do previously cataloged issues persist, but there is no evidence that warnings to other companies, or a public workshop on repair restrictions, made any impact on how appliance manufacturers treat their warranties in regards to the right to independent repair.

We believe the prevalence of continued warranty concerns that undermine coverage for repairs also reinforces the need for better access to post-warranty repair.

If warranties are unreliable, consumers need more options to keep their products in working order and off the scrap heap -- best achieved by enacting Right to Repair reforms. Right to Repair laws, which have been introduced in 32 different states prior to 2021, and active in 25 states so far this year,^{7,8} would require companies to make tools, parts, manuals and schematics

available to enable more third-party repair. Post-warranty repair options are limited when manufacturers don't make replacement parts or service manuals available to consumers or independent repair shops.

INTRODUCTION

One of the critical tenets of the Right to Repair campaign, which strives to remove obstacles to repair, is that you bought it, you own it, and you get to decide if and how it gets fixed.⁹ When you believe that the company who manufactured something you own has the right to dictate the way you use or repair it, it cuts against that view of ownership and repair.

Consumers can believe that the manufacturer will sever the relationship with the customer unless they only use the manufacturer's services. While there are rules that protect consumers from being forced into connected services, when manufacturers ignore or undermine these rules, consumers are often left to assume that they are at the mercy of the manufacturer -- even far after the warranty has lapsed.

This phenomenon is one of the reasons that U.S. PIRG and other Right to Repair campaigners are concerned with the enforcement of Magnusson-Moss. Peter Mui is a Right to Repair supporter and the founder of Fixit Clinics, a nonprofit which organizes free community repair workshops. He notes that he has spoken to many of Fixit Clinic attendees who express concern about voiding warranties when fixing household products -- even when those products are decades out of warranty and the company that made the device is long gone.¹⁰ The perceived fear of voiding warranties acts as a psychological barrier to repair in such cases.

Six companies warned in 2018 against voiding warranties

It's not hard to determine where consumers get the notion that opening devices or hiring independent repair technicians undermines warranties. Companies have been quite overt in their assertions along these lines.

Perhaps the most blatant of these tactics got some scrutiny in 2018. Some manufacturers place "void warranty if broken" labels on products, often over the screws needed to open a device. In

April 2018, the FTC issued warnings to six companies, informing them that their “void warranty if broken” labels are forbidden under U.S. warranty laws. The six companies that received these warnings were Microsoft, Sony, Nintendo, HTC, Asus and Hyundai.¹¹

This action by the FTC prompted our original survey, as we wondered how extensive potential violations could be, especially for appliances. Two years later, it has become clear that the issues that prompted these letters and our report remain pervasive.

Companies face some liability for non-compliance, though in this case, the FTC opted for warnings. In Australia, a court handed down a ruling in June of 2018 stating Apple could not void consumer warranties for independent repair.¹² Over the past few years, Apple had voided the contracts of 275 Australian customers due to independent repair,¹³ claiming they had violated terms of their device contract and were therefore no longer guaranteed any service by Apple. The court imposed a fine of \$6.7 million USD. Apple also agreed to make internal changes so their policies would comply with consumer rights.

In 2019, Apple told Congress it does not automatically refuse service to people who have received independent repair, but customers report having experienced such denials of service.¹⁴

Also, despite the explicit warning from the FTC due to its use of “Void Warranty” stickers, Microsoft told reporters that disassembling the new Surface Laptop would void its warranty (Microsoft later clarified the warranty would only be void if the product was damaged during disassembly, though reiterated that the SSD is “not removable by users” and “only removable by skilled technicians following Microsoft Instructions.”)¹⁵

Congress queries FTC about the status of Warranty enforcement

The Senate Commerce committee, in connection with its August 5, 2020 FTC oversight hearing, posed a number of questions to the FTC related to Right to Repair. In subsequent questions for the record, Sen. Richard Blumenthal asked, “Has the FTC investigated the evidence of Magnuson-Moss Warranty Act violations presented as part of the Call for Empirical Research that accompanied the ‘Nixing the Fix’ Workshop?” and also “Since the fall of 2018, how many investigations and enforcement actions has the FTC taken related to violation of the guidelines under Magnuson-Moss?”¹⁶

FTC Chairman Joseph Simons, responded that “I cannot comment on the existence or status of any ongoing investigations,” and that “[s]ince the fall of 2018, the FTC has not taken public enforcement action related to violations of the Magnuson-Moss Warranty Act.”¹⁷

Sen. Ed Markey further asked specifically about the response to the 2018 report: “During this [Nixing the Fix] workshop, experts presented many examples of companies restricting fair access to repair, including many violations of the Magnuson-Moss Warranty Act, such as those described in the U.S. PIRG Education Fund’s ‘Warranties in the Void’ report. Given that the FTC is charged with enforcing Magnusson-Moss and protecting consumers from predatory behavior, what steps has the agency taken, and what additional steps should it take, to address these issues?”¹⁸

While also declining to comment on any possible ongoing investigation, Chairman Simons added “I assure you the agency takes these issues seriously,” and that staff are reviewing the submitted comments, which includes our earlier report.¹⁹

Then-Commissioner Rebecca Slaughter also declined to comment on any possible investigation, but noted that she supports “strong enforcement of the Magnuson-Moss Warranty Act. Restricting the right to repair also raises serious competition issues, including the potential creation or maintenance of monopolies in manufacturing and repairing that impact consumers on a wide range of products and services, from tech devices to medical care.”²⁰

Commissioner Rohit Chopra noted that the FTC’s powers go far beyond enforcing Magnusson-Moss, and that broader enforcement could be required to address Right to Repair concerns. He stated, “I hope that [the ‘Nixing the Fix’ and related investigation] results in tangible output. Useful output could include recommendations to Congress and states on right-to-repair legislation, a regulatory plan to update the implementing rules under the Magnuson-Moss Warranty Act and other statutes, and enforcement targets that cut across our mission to protect families and honest businesses from unfair, deceptive, and anticompetitive practices. We should not allow manufacturers to monopolize repair services at the expense of families and small businesses.”²¹

Commissioner Christine Wilson, who introduced the “Nixing the Fix” event, confirmed that “companies cannot void a consumer’s warranty or deny warranty coverage solely because the consumer uses a part made by someone else or gets someone not authorized by the company to perform service on the product,” while noting the exemptions we explore further in this report.²²

WARRANTY LAWS AND THEIR HISTORY

Since 1975, regulations for products with express warranties²³ being sold in the United States have been governed by the Magnuson-Moss Warranty Act. Though the act does not state all goods being sold must have an express warranty, if the product does offer a written warranty then it must comply with the regulations outlined in Magnuson-Moss.

One of the provisions in Magnuson-Moss protects the consumer’s right to third-party repair or self repair. This provision was cited by FTC in 2018 as they warned companies their “void if broken” labels were in violation. The clause in the Magnuson-Moss Warranty Act is as follows:

“No warrantor of a consumer product may condition his written or implied warranty of such product on the consumer’s 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” (U.S. Code § 2302(c))

In other words, the seller cannot void a warranty if a consumer uses a third party to fix a product, nor can they void the contract if repairs are done without “authorized” parts, identified by brand name. As referenced earlier, FTC guidelines clarifying the tying clause of Magnuson-Moss state: “No warrantor may condition the continued validity of a warranty on the use of only authorized repair service and/or authorized replacement parts for non-warranty service and maintenance other than an article or service provided without charge under the warranty or unless the warrantor has obtained a waiver pursuant to section 102(c) of the Act, 15 U.S.C. 2302(c).”²⁴

Forcing consumers to use only authorized parts and services are also known as “tie in” sales, using the fact that a person already has your product to “tie in” other products and services. Companies cannot force consumers to purchase only their parts and services to comply with the

terms of their warranty. But the warrantor has protections as well: If, in the process of repairs, the consumer damages the product, the warrantor is not obligated to cover those damages.

There are two exceptions that can allow the manufacturer to void warranties for independent repair even if that repair was done without causing further damage. The first is if they obtain a waiver from the FTC after convincing the agency that the "product won't work properly without a specified item or service."²⁵ We asked the FTC for a list of companies receiving such waivers, and were informed in July of 2018²⁶ that the FTC has never granted such a waiver in its history. When asked again in the fall of 2020, the FTC responded in November that this remains true.²⁷

The second exception is that a company can require particular replacement parts or services if those are available at no cost (including no-cost shipping). We felt that this was a difficult condition to satisfy given how limited warranties tend to be. If the warranties are considered voided for all repairs, but only some repairs are covered, there would be conditions where a user would be forced to pay for authorized service to keep the warranty intact. In addition, in 2018 we found that 18 of the warranties did not fully cover the repair costs (for example did not cover shipping) and another 19 only fully covered repairs under certain conditions (within a certain distance of a servicer, only certain repairs, or certain parts of the device). In our updated report, 10 of the warranties did not cover the cost of shipping or transportation. Ultimately, it would be up to the FTC to decide whether the way these companies condition their warranties violates the guidelines in Magnuson-Moss; our survey is not intended to be a definitive assertion of the legality of these company practices.

In addition, Magnuson-Moss requires sellers to make warranties easily accessible to consumers prior to purchasing any product:

"The Commission shall prescribe rules requiring that the terms of any written warranty on a consumer product be made available to the consumer (or prospective consumer) prior to the sale of the product to him ... The Commission may prescribe rules for determining the manner and form in which information with respect to any written warranty of a consumer product shall be clearly and conspicuously presented or displayed so as not to mislead the reasonable, average consumer, when such information is contained in advertising, labeling, point-of-sale material, or other representations in writing." (U.S. Code § 2302 (a & b))

The FTC, in its guidance of online advertising, explains, “[w]arranties communicated through visual text on Web sites are no different than paper versions and the same rules apply.”²⁸ It would seem to follow that, if a company sells products on a website, there should be an easily accessible link on the website to take prospective customers to warranty information.

METHODOLOGY

For purposes of this report, we chose to re-survey the companies we reviewed in 2018. In 2018, the 50 companies surveyed were member companies of the Association of Home Appliances Manufacturers (AHAM).²⁹ We chose to examine AHAM because they are a large manufacturer association with an array of companies as members. We wanted a diverse pool of manufacturers to see how warranty language and stance on repair restrictions may vary in the industry. AHAM is on record in opposition to Right to Repair legislation.³⁰

In October of 2020, our survey started with the list of companies from 2018 which in our findings did not void warranties for self or independent repair. These companies were Brown Stove Works, Friedrich Air Conditioning Company, Gorenje Group / ASKO, Perlick Corporation, and Sub-Zero Wolf Inc.

Method for assessing warranty availability

When researching warranty information, we went to the manufacturer's website and searched for a general warranty. If there was no general warranty posted on the website, our next step was to visit web pages for specific products to see if any warranty information was listed. If no warranty information could be found on those pages, we checked the manual for the product in question.

Many companies include warranty information in user manuals. A search on the page for "Warranty" might not turn up anything, but we reasoned that the average consumer, interested in warranty information, would check the user manual. We note where we received general warranty information across a wide range of products, or where the warranty was accessed through a specific products' manual.

Method for determining whether warranties would void for independent repair

When we were able to access a warranty, we reviewed the documents looking for language that could attempt to void the warranty for independent repair or would otherwise undermine the warranties application. We split into several categories based on how we, as consumers and not

legal experts, read the warranty.

- Category 1: Warranty clearly voids for any attempted repair,
- Category 2: Strong suggestion that repair could void warranty,
- Category 3: Some suggestion that independent repair is not permitted, but no clear indication that the warranty would be void,
- Category 4: No suggestion that repair is discouraged.

For categories two through four, we reached out three times through phone, email, or live chat, to ask whether or not it is their practice to void warranty coverage as a result of independent repair. Communication through phone and live chat were prioritized, so that we could speak to a live agent and not receive an automated response. Reaching out three times allowed us to communicate with different customer service representatives, who may have been trained differently on how to answer our question: “Does self-repair or independent repair void the warranty?”

We tried to get as close to a clear answer, as would be understood by an average consumer, as possible. If there were discrepancies in the responses we received from customer service, we gave a determination on what an average consumer would believe about whether the manufacturer would honor a warranty for a product that had been independently repaired. For example, if we were told that self-repair would not void the warranty twice, but not at all three points of communication, we still indicated that the manufacturer would state that the warranty could be voided due to self-repair. We believe that by getting mixed responses, the average consumer would be disinclined to do independent repair in fear of voiding the entire warranty. We note in our appendix if there were mixed responses from different attempts to contact customer service.

Two manufacturers, Wahl and Winix, did not respond to requests, nor had telephone support available, so could not be contacted for this report. Their warranty language strongly suggested that independent and self-repair would void the warranty (Category 2), but without the ability to confirm with customer service, we opted to exclude them from our findings.

Method for assessing customer opinions on independent repair

In order to gauge consumers' satisfaction with their warranty and desire for alternative repair options, we searched for customer reviews. We flagged reviews with substantive comments concerning warranty, authorized repair, or unauthorized repair on Consumer Affairs,³¹ Pissed Consumer,³² and the Better Business Bureau.³³ We attempted to identify common concerns in those searches.

FINDINGS

Most companies tell consumers they void warranties for independent repair

After review, we found that all of the 43 companies reached condition the warranty against non-authorized repair.

Eleven of the written warranties we read clearly conditioned against independent repair, fitting into Category 1 as identified above. For example, the warranty for a Waterpik model read: "If product is opened/disassembled for ANY reason warranty is VOID."³⁴ With such definitive language, and emphasis added through capitalization, we felt that most consumers would assume they had no other option than to have service conducted by a technician authorized and sent by the manufacturer themselves.

WARNING:

To reduce the risk of burns, electrocution, fire, or injury to persons:

- Do not plug this device into a voltage system that is different from the voltage system specified on the device or charger. Use with improper voltage will damage product and VOID warranty.
- If product is opened/disassembled for ANY reason warranty is **VOID**.

(Appendix 1.44)

VacuFlo claims, “this Limited Lifetime Warranty does not extend to... any VACUFLO System or attachment upon which an unauthorized repair or service has been performed.”³⁵ Essick states, “This warranty will be null & void if purchaser attempts to repair or replace any parts which are mechanical or electrical.”³⁶

Limitations of Warranty

In addition to any limitations set forth above, this Limited Lifetime Warranty does not extend to (a) any power unit purchased from someone other than an [Authorized Dealer](#); (b) any VACUFLO System which has not been installed in accordance with manufacturer-recommended instructions; (c) any VACUFLO System or attachment which has been altered or modified in any way; (d) any VACUFLO System or attachment which has been damaged due to misuse, negligence, accident, or improper operation; (e) any damage due to shipping and handling; (f) any damage due to installation or faulty installation; (g) [any VACUFLO System or attachment upon which an unauthorized repair or service has been performed](#); (h) any damage to a permanently installed component as a result of or relating to consumable items such as motor brushes, disposable bags, or filters; or (i) the Chameleon Retractable Hose Management System (for complete Chameleon warranty information please [see below](#) or call 1-800-822-8356.) Purchase of products and services from unauthorized sources does not void

(Appendix 1.19.)

Exclusions from this warranty

We are not responsible for replacement of wicks and filters.

We are not responsible for any incidental or consequential damage from any malfunction, accident, misuse, alterations, unauthorized repairs, abuse, including failure to perform reasonable maintenance, normal wear and tear, nor where the connected voltage is more than 5% above the nameplate voltage.

Alterations include the substitution of name brand components including, but not limited to wicks and bacteria treatment.

We are not responsible for any damage from the use of water softeners or treatments, chemicals or descaling materials.

We are not responsible for the cost of service calls to diagnose the cause of trouble, or labor charge to repair and/or replace parts.

No employee, agent, dealer or other person is authorized to give any warranties or conditions on behalf of the manufacturer. The customer shall be responsible for all labor costs incurred.

[This warranty will be null & void if purchaser attempts to repair or replace any parts which are mechanical or electrical.](#)

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

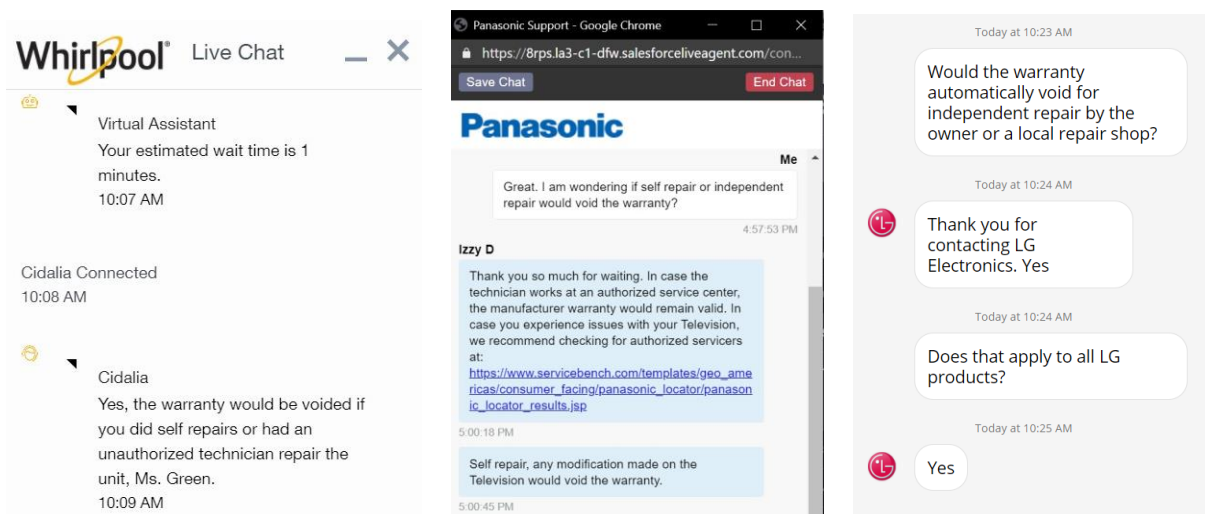
(Appendix 1.14.)

Of the remaining 34 companies that lacked clear language on self-repair in the warranty, 31 discouraged independent repair but didn't appear to specify whether the warranty would be voided entirely by user or independent repair, only that the company might not cover the cost of those repairs or any issues resulting from a faulty repair.

For example, the general warranty for Krups says that it “will not cover any damage which occurs as a result of misuse, negligence, failure to follow KRUPS instructions...or a modification or unauthorised repair of the product.”³⁷ The warranty for an LG Plasma TV was similarly unclear, stating that it does not apply to “repair or replacement of warranted parts by anyone other than LGE authorized service centers.”³⁸ After reaching out to companies three times, we found that most of the customer service representatives we reached were fairly clear that

independent repair would void the warranty, even if the warranty itself did not explicitly declare this.

In our communications with customer service agents, we asked, “would self-repair or independent repair void the warranty?” Whirlpool customer service responded over chat, “Yes, the warranty would be voided if you did self repairs or had an unauthorized technician repair the unit.”³⁹ A representative from SharkNinja responded via phone that, “When you bring the unit to a local technician...when they open the device, the warranty is voided. If you open it at home, or open up the screws, it will also be voided.”⁴⁰



(Appendix L-R: 2.1.34, 2.1.22, 2.1.16.)

These conversations were especially concerning because there appeared to be discrepancies in the customer service policies and the written language of the warranty. After reaching out to customer service from each manufacturer three times, there were 12 manufacturers who gave mixed responses across our communication. In some cases, customer service did not answer the question directly. Customers might be told by one customer service representative that non-authorized repair would not void the warranty, discover no language voiding coverage for non-authorized repair, and then later be told by another customer service agent that the company would consider the warranty to be voided.

Out of the 43 manufacturers we surveyed, only 3 communicated that self-repair or independent repair would not void the warranty in a majority (two out of three) of our communications: Lawnmaster, Miele, and Haier. However, in all three cases, one of the customer service agents indicated that self-repair did void the warranty. For example, over the phone, a customer service agent from Haier confirmed, "If the consumer were to initiate the repair themselves it would void the warranty."⁴¹ Meanwhile, the other representatives said, "the warranty wouldn't be void unless you damaged the unit,"⁴² and, "it's fine if it's not one of our technicians [who does work on the unit] as long as they're licensed...it does not void the warranty."^{43; 44} While Lawnmaster, Miele, and Haier responded in the negative two of three times, they are still informing some customers warranties would be voided. A customer could theoretically perform self-repair believing it would not void the entire warranty, but later be told by a different agent that the warranty would not be honored. Therefore, we considered Lawnmaster, Miele and Haier to state that they void warranties for self or independent repair.

One company did not post their warranty in an appropriate manner

Our survey determined that 1 of the 43 companies did not post a full product warranty in a way in which we could locate it. Airgle's warranty guideline page noted that "coverage details of your warranty are specific to the Airgle product models you own." We could not find such product-specific warranty information for any individual product, however.⁴⁵

This represents some improvement over our 2018 report, when 4 companies did not post warranties.

Customers want the Right to Repair their appliances

In our online search of customer reviews concerning warranties or repair, we found that many consumers would benefit from more repair options.

One Hisense customer wrote on Consumer Affairs that his TV broke within three weeks of purchase. He reports that he could have fixed the TV himself but did not do so because he understood his entire warranty would be voided if he attempted repairs himself. In our survey,

all three conversations with customer service with Hisense resulted in a clear response that they would consider a warranty voided in such cases.



John of Millington, MD ✓ Verified Reviewer

Original review: July 21, 2020

I bought a 32" Hisense Led TV at Walmart and I use the television at the most an hour a day but it lasted just under 3 weeks and while watching it the screen went black and silent. The power was still on and turning the Television off and back on or resetting it did nothing. I am skilled at electronics repairs so I could have fixed it but knew if I opened the casing that would void any warranty so I didn't.



[Read full review](#) ▼

👍 **Helpful** | **17 people** found this review helpful

(Review of Hisense from Consumer Affairs: https://www.consumeraffairs.com/home_electronics/hisense-tvs.html)

A number of other customers reported that authorized repairs took weeks. In the case of appliances, such as refrigerators this delay was very disruptive. In 2017, there was a class action lawsuit against LG for refrigerators with defective compressors, causing them to break prematurely and stop cooling food.⁴⁶ Our review of customer complaints contained several examples of problems with LG refrigerators.

One customer complained on Pissed Consumer that when his compressor went out after only three years of use, LG told him there were no authorized servicers in his area. The customer reported that they had to wait for responses from LG to receive authorized repair, and lost significant amounts of food. Perhaps, if the customer had known that their warranty was protected in the case of independent repair and that the manufacturer repair would be delayed,

they would have opted to hire another technician.

Sep 15  Roy M

Unreliable product and support

★☆☆☆☆ 1.0 [Details](#)

I bought a lg refrigerator 3 years ago.that supposedly had a warranty for 5 years. The compressor went out. I contacted LG customer service and they said it was covered however they had no technicians in this area to repair it. They tried for a week to contract it out and finally found someone however they said I had to pay a \$78 service call. I also lost \$150 worth of meat. There customer service is located in India. Had to go buy a new refrigerator. They did not offer to replace my loss

[Comment](#)

Helpful  0

Not helpful  0




ID	#2170687 
PRODUCT	Lg Electronics Refrigerator
CONS	Junk
LOSS	\$500
PREFERRED SOLUTION	Full refund

[Share](#)

(Review of LG refrigerator on Pissed Consumer: <https://lg-electronics.pissedconsumer.com/review.html?starRating=1>)

Another LG customer reported a similar issue and said that LG authorized servicers could not fix the refrigerator for up to a month, even though the customer lived in a metropolitan area.



Scott of Mundelein, IL  Verified Reviewer

Original review: Sept. 15, 2020

Our LG fridge compressor went out after 3 years, so no cooling/freezing at all. Called LG support and it's under warranty. They gave 10 repair places that they would pay for the repair. Of the 10, only 2 even serviced my Chicagoland area (not a rural area with very few companies). Of the 2 that did, the earlier either could come out was in a month. So I panicked and called a local spot that could. Over \$700. LG will not honor my warranty because I used someone outside of who they approved even though everyone they approved couldn't come and fix it within a months time. There is a class action lawsuit going on against LG for this exact reason. I'll never purchase LG again.

(Review of LG refrigerator on Consumer Affairs:

https://www.consumeraffairs.com/homeowners/lg_refrigerator.html?#sort=top_reviews&filter=1)

A Whirlpool customer reported issues with her refrigerator, complaining that the Whirlpool authorized technician could not repair it in a timely enough manner. The customer complained that Whirlpool only had one appliance repair servicer in the area, which could not service her refrigerator for a week, not including time necessary to order any parts.



Mary D



09/17/2020

Whirlpool Refrigerator (French Door, Bottom Freezer) Review In February of 2020 our 25 year old refrigerator started to die so we went to ***** to buy a new one. We shopped around for a long while, looking online, in different stores and reading reviews. We picked out what we thought was a good purchase, a Whirlpool stainless steel french door with a bottom freezer appliance....we were wrong. It has lasted just about 7 months and now it's completely dead, the fridge just will not get cold nor will the freezer. It was under warranty so we called Whirlpool to have it repaired. The earliest they said they could have someone come out to just look at it was 8 days later! What if the repair person needs to order a part, then it will be an even longer wait. What is my family supposed to do till then? They said they use only one appliance repair company and they were booked. I find it ridiculous that a company as large as Whirlpool only uses one appliance company to handle repairs for the entire area. It is unacceptable that they expect their customers to go over a week without a refrigerator since their product was obviously a piece of crap to begin with. This is going to be a very costly week for my family. Customer service was very unhelpful throughout this process as well. We are extremely disappointed with Whirlpool and will NEVER be buying products from them again. I HIGHLY recommend buying your appliance from any other company. #whirpoolsucks #whirlpoolcustomerreview #refrigerator died

(A complaint for Whirlpool on Better Business Bureau:

https://www.consumeraffairs.com/homeowners/lg_refrigerator.html?#sort=top_reviews&filter=1)

Manufacturers and brands sometimes ask customers to cut the cords of old units before sending them a replacement unit. One Delonghi customer followed this policy but reported that she was never sent a replacement unit. The practice of cutting cords discourages repair and reuse.

Complaint Type: Guarantee/Warranty Issues **Status:** Unanswered



02/24/2020

Bought Delonghi Espresso and Coffee maker in Dec 2019. Within a week, the coffee maker leaked. Called customer service and was told new unit would be sent to me once I sent a picture of existing unit with cut cord. Sent the photo of destroyed machine. It is now Feb 2020 and after repeated phone calls to customer service and false guarantees that a new unit will be sent to me, I have NO new unit. No compensation of any kind. It was a \$400 machine. This is absurd. Customer service is not at all helpful, I am out a \$400 machine.

(A Delonghi complaint on Better Business Bureau: <https://www.bbb.org/us/nj/saddle-river/profile/home-electronics/delonghi-america-inc-0221-12001615/complaints>)

There are occasions in which independent or self-repair may be vital, and customers should not be afraid of exercising this right. At the 2019 Nixing the Fix workshop, panelist Jennifer Larson shared her own experience with self-repair under warranty.⁴⁷ Her furnace broke in the middle of a Minnesota winter, and the manufacturer could not come out to fix it because she was not on the emergency list. Larson reported that a friend successfully fixed the furnace. When a repair

technician came out next, Larson explained that he attempted to assert that the warranty would be voided because he detected independent repairs.

When enforced, Magnuson-Moss protects consumers' right to seek self- or independent repair. Independent repair can be critical when a consumer needs speedy repair for a critical device, and should always be an option for any consumer who wants to exercise this right.

Warranty language gives companies a lot of ways to deny payment

Our updated analysis of the warranties and customer review research reinforced the notion that the functional value of consumer warranties is low. Companies seek to cover as little as possible, disclaim damages from all manner of situations, and often only offer coverage for a few months after purchase. Producers add in conditions and requirements to make consumers pay for shipping to repair facilities, exempt coverage for power supply fluctuations, or require registration of the product a short time after purchase for warranty coverage to apply.

For example, Vacumaid's central vacuum systems warranty requires that customers register their product before invoking warranty service "so that the required warranty information is on file." When customers receive service from Vacumaid, "warranted defects will be repaired or replaced without cost to the customer except for transportation charges and/or charges associated with removal and reinstallation."⁴⁸ This would seem to imply that after customers take the extra step to register their product for service, they will still have to account for additional fees for transportation and potential de- and reinstallation before deciding if the cost of warranty service is worth the added effort.

| CONCLUSION

How much protection does a warranty really offer a consumer? And how confident should consumers be that their products will be serviced under warranty?

The lack of transparency around warranty terms and conditions -- as well as apparent differences between stated company policies and actual warranty language -- makes it difficult for a consumer to know exactly what kind of coverage to expect. No consumer should have to dig for an hour on a company website to find warranty information, nor should they be required to buy and then register a product to learn the warranty terms. Additional practices meant to push consumers into "authorized" repair providers -- typically at greater costs -- or risk losing coverage are both generally prohibited and yet incredibly common.

Given the findings of this survey, we believe that action must be taken to both improve compliance with warranty laws and expand the availability of post-warranty repair.

1. The FTC must take enforcement action.

The warnings the FTC issued to six companies in 2018 did not suffice in addressing this problem. Given the widespread issues our survey identified, and that the issues have persisted over the course of the following two years, there is cause for more action by the FTC regarding the Magnuson-Moss rules.

2. Consumers should vote with their dollars.

Consumers should push companies for better warranties for their products and consider warranty terms before purchase. It is likely that customer indifference makes it easier for companies to reduce warranty coverage.

3. We must expand independent repair options by passing Right to Repair.

Given how unreliable warranties appear to be, consumers need better options for repair if the

seller or manufacturer refuses. This is best done by Right to Repair legislation, which guarantees access to the tools, parts and information needed to complete repairs.

Dozens of states have introduced Right to Repair legislation over the last few years, and Right to Repair for automobiles has been in effect since 2014. Many companies refuse to make parts and information available, and, as a result, effectively monopolize the repair of their devices. Without competition, they can charge whatever they want for repairs or simply refuse to do them. This is especially troubling if they also offer a loophole-ridden warranty.

Access to affordable repair saves consumers money and reduces waste. If companies won't fix their products, they should let their consumers fix things for themselves.

APPENDIX

1. Warranty reference information

This section includes the type of warranty reviewed for this report, accessed between September and October of 2020.

- 1.1 AB Electrolux, General Warranty, https://drive.google.com/file/d/1QDcxMHnPoUNha2Ufs_93OgPwFfkV5yiH/view
- 1.2 Airgle Corporation, Warranty General Information, <https://drive.google.com/file/d/1A2wO7moUDRd-vcIERy4ab8gGqG0A19rn/view>
- 1.3 Alticor, Inc. / Amway, Atmosphere Sky™ Air Treatment System, <https://drive.google.com/file/d/1RjcVNSrAzuO-khSGnWw2hsq6Tf5t3IM2/view>
- 1.4 BISELL Inc., General Warranty, https://drive.google.com/file/d/1GGx1_YuegmA1Pc32iiPjaQfA7nNAGv6k/view
- 1.5 Blueair Inc., General Warranty, <https://drive.google.com/file/d/1SnZeLbVCEYpsObyapsQuORIZYAmNxaOM/view>
- 1.6 Breville USA Inc., General Warranty, https://drive.google.com/file/d/1JRFj80R0ouNM_PCSON4YSN9H7angq7a/view
- 1.7 BSH Home Appliances Corporation / Bosch, Refrigerator B10CB80NVS, https://drive.google.com/file/d/13yyT0IOUwDcmDGZla5RKi_50IXN53wSd/view
- 1.8 BSH Home Appliances Corporation / Bosch, Washer WAW285H2UC, <https://drive.google.com/file/d/1KONwpte5Y33DzIf41uq6GfT-FX4kqXdz/view>
- 1.9 Cleva North America Inc. / Lawnmaster, General Warranty, <https://drive.google.com/file/d/1s3bIrDKTWI4Fbn5x09R3GrKY7KD6E8XK/view>
- 1.10 Danby Products, Microwave model DMW14SA1WDB, https://drive.google.com/file/d/1w8_EfKCs60FzOGAJOs49voG8zqDLY_gK/view
- 1.11 DeLonghi America, Inc., Warranty for Portable Air Conditioners, <https://drive.google.com/file/d/1M0BV30dWw47Lfu3BvIWomDZpevV4TVzr/view>
- 1.12 Dyson Limited, Vacuum Stick v6 SV03, <https://drive.google.com/file/d/1SLKNrfEYe-OIRAz31RFClnmgOSPaj9zi/view>
- 1.13 Emerson Electric Company, General Warranty for all Thermostats, https://drive.google.com/file/d/1NP8Yuk_1VUaROCPLT7P6mjuYnmaJXatv/view
- 1.14 Essick Air Products, Humidifier line, https://drive.google.com/file/d/1a5mq6sZBsI4DHPZqjZgL_H-PZu9yhpVR/view
- 1.15 Fellowes Inc., Microshred 12Ms, <https://drive.google.com/file/d/1Gha-kcmj7l7DN9vWGo1SdeilE-3AZmtH/view>
- 1.16 Groupe SEB / Krups, General Warranty, <https://drive.google.com/file/d/1xBE11O-tzCRNW3Mu7wZ1Od4Xyc3oKDCc/view>
- 1.17 Haier Group / Haier America, Microwave model QVM7167, https://drive.google.com/file/d/1aK7oSmiMYbXy5KNYoCTf_-wGPJW_YuHl/view
- 1.18 Helen of Troy / Honeywell, Infrared Heater model HZ-960, HZ-970, HZ-980 <https://drive.google.com/file/d/1BaOEuJc6o6x28BhkfZvg-3cNK3VT-MtM/view>
- 1.19 H-P Products, Inc. / Vacuflo, General Warranty, https://drive.google.com/file/d/19GV180O-7rDMRc0eh9c8BT2Fd_1CwKt2/view
- 1.20 Hisense International Co. Ltd., General Warranty for TVs, <https://drive.google.com/file/d/1ii4OYL3phbJuuJssbZBwYEd2ZRTeCdRz/view>
- 1.21 Keurig Green Mountain, Inc., General Warranty for brewing machines, <https://drive.google.com/file/d/1bennzRINMOATTohg07zXxj7woPf4QLIV/view>
- 1.22 Koblenz Electrica, Warranty for Commercial Upright Vacuums <https://drive.google.com/file/d/1JiK9YCuhvJStiYqhgSunQiUfCNKW8G1o/view>

- 1.23 Lasko Products, Inc., General Warranty, <https://drive.google.com/file/d/1qBgAXqzu9-S1TwucdiA41CdaDKICHi0f/view>
- 1.24 LG Electronics, Warranty for Plasma TVs.
<https://drive.google.com/file/d/1W2rkqVIs4urHIqokbJ0bkzipFjSmIPL-/view>
- 1.25 Liebherr, General Warranty for Residential Appliances
<https://drive.google.com/file/d/18BTep0CAIgdpxKieNEZMgDBDODkW5s0K/view>
- 1.26 Lindsay Manufacturing, Inc. / VacuMaid, General Warranty,
https://drive.google.com/file/d/1OCntBGOP6A3Ds_PA3TWkd9O9IORhafP4/view
- 1.27 Midea Group, Washer MLH52S7AGS, MLH52S7AWW
<https://drive.google.com/file/d/1XiynsjgWWgcZCa2RSaJyeu3tVgOvHxaz/view>
- 1.28 Miele, Inc., General Warranty for Domestic and Residential Appliances,
https://drive.google.com/file/d/1_xAYsViNdlGYCrD59F-57lKS_yxhyYDg/view
- 1.29 National Presto Industries, Inc., 12-Cup Stainless Steel Coffee-Maker
https://drive.google.com/file/d/14EtV-hcHmGrV3ZDU4n2mhZW-Kh2_vDvL/view
- 1.30 Newell Brands Inc. / Mr. Coffee, General Warranty,
<https://drive.google.com/file/d/1RTuG4PumBltrKoJLMP6wsC2KD5joNjY6/view>
- 1.31 Oransi, ERIK650A Air Purifier
<https://drive.google.com/file/d/1yrFHqaZuAlYeyY5KgfEqotTDit2RrgVl/view>
- 1.32 Panasonic Corporation of North America, Toaster Oven NB-G110P
<https://drive.google.com/file/d/1Us7J5IyPXGLdkGMNZTvu-5mhqqum6sX-/view>
- 1.33 Philips Electronics, General Warranty <https://drive.google.com/file/d/1vj5peT-ZzP3xD23HfilJeDZ85lkqg8lv/view>
- 1.34 Samsung Electronics America, Inc., General Warranty for Mobile Devices,
https://drive.google.com/file/d/1o8rkp1_51XXjC-7uk9dipDbzK4mvR7XE/view
- 1.35 Scott Fetzer Company / Kirby Company, General Warranty,
https://drive.google.com/file/d/1cpTbwup_IC3QFz5UHIPysLRGbLXCrZ8D/view
- 1.36 SharkNinja Operating, LLC, General Warranty,
<https://drive.google.com/file/d/1loiDAP0ccQyqleuzekNIGzPL7ENbclhM/view>
- 1.37 Sharp Electronics Corporation, Microwave Oven SMC2242DS,
<https://drive.google.com/file/d/1oEEMIPYqbIazqbU-4YoPLNL3l5iN4xkU/view>
- 1.38 Smeg USA, General Warranty,
https://drive.google.com/file/d/1jCDeHBuwI2Ywi0cPecT1Vl84RMKeq_eZ/view?usp=sharing
- 1.39 Spectrum Brands, Inc. / Black & Decker, General Warranty,
https://drive.google.com/file/d/1yaj_dYDZBinNg3ZtEHjfYviX6tZLyUun/view?usp=sharing
- 1.40 Stanley Black & Decker / Stanley, Stanley Laser Measures,
<https://drive.google.com/file/d/16iPJ5V2qeMwiYivLSxxOUFE7Pmdspw3m/view>
- 1.41 The Middleby Corporation / Viking Range, Tuscan Freestanding line,
https://drive.google.com/file/d/1U1NtlfvO5X7muD_0OetQ0A0VZ18t0gxE/view
- 1.42 Vornado Air LLC, General Warranty <https://drive.google.com/file/d/1ryq2-8JO-aQCi-Gx58QazDPuJqtae5A/view>
- 1.43 Wahl Clipper Corporation, General Warranty
https://drive.google.com/file/d/1zM9pLBloGtod6r080iRmVHOGtZX_MF27/view
- 1.44 Waterpik, Inc., Models CC-0, CC-02,
<https://drive.google.com/file/d/1WN1D89nDfDdye3Tpi71qRyltOwWnXXi2/view>
- 1.45 Whirlpool Corporation, General Warranty,
<https://drive.google.com/file/d/1DdF7VyCkzA0nK1YwxxtlOKnWRJtK4bH6/view>
- 1.46 Winix Inc., Dehumidifier Models 50BT, 70BT,
https://drive.google.com/file/d/1LPSKxMZueOP-Svchkg86q99ukjElmd5_/view

2. Customer Service Interactions

Screenshots or phone call information about customer service interactions via email, live chat or the phone.

- 1.1 AB Electrolux
 - i. Live chats
 1. <https://drive.google.com/file/d/14MajPMIpfw6n8Gk4F01ITO8f21PnkRxV/view?usp=sharing>
 2. https://drive.google.com/file/d/1AdZ7RXNc6H_ZOMiUMZtkjY5rPaPa8DK4/view?usp=sharing
 3. https://drive.google.com/file/d/1rh78CM2mTBM-IzAnj2O6JMVu7_2BjSN4/view?usp=sharing
- 1.2 Airgle Corporation
 - i. Email: <https://drive.google.com/file/d/1YXOALerLMKu6lEO73WAeiEP47MrOdNdc/view?usp=sharing>
 - ii. Phone calls:
 1. Anne Marie Green with Customer Service, 9/22/2020
 2. Alex DeBellis with Customer Service, 9/23/2020
- 1.3 Alticor, Inc. / Amway, Atmosphere Sky™ Air Treatment System,
 - i. Phone calls:
 1. Alex DeBellis with Customer Service, 9/21/2020
 2. Anne Marie Green with Customer Service, 9/22/2020
 3. Alex DeBellis with Customer Service, 9/23/2020
- 1.4 BISSELL Inc., General Warranty,
 - i. Live chat: https://drive.google.com/file/d/13FjYHtLELOqLokJRjT_3szXbCJRUEcG_/view?usp=sharing
 - ii. Phone calls:
 1. Anne Marie Green with Customer Service, 9/22/2020
 2. Alex DeBellis with Customer Service, 9/23/2020
- 1.5 Breville USA Inc., General Warranty
 - i. Email: <https://drive.google.com/file/d/1P6PzSQCidpEpenG2oPWtx2rJr2b7Yxa0/view?usp=sharing>
 - ii. Phone calls:
 1. Anne Marie Green with Customer Service, 9/22/2020
 2. Alex DeBellis with Customer Service, 9/23/2020
- 1.6 BSH Home Appliances Corporation / Bosch, Washer WAW285H2UC
 - i. Live chat:
 1. <https://drive.google.com/file/d/16tssckTtD8NxaKu4IWKNgkqS47khBXC/view?usp=sharing>
 2. https://drive.google.com/file/d/1HKb-KS1nqdPAW_OQT4Qa0Ngpk4trJyuc/view?usp=sharing
 - ii. Phone call:
 1. Alex DeBellis with Customer Service, 9/21/2020
- 1.7 Clevea North America Inc. / Lawnmaster, General Warranty,
 - i. Alex DeBellis with Customer Service, 9/21/2020
 - ii. Anne Marie Green with Customer Service, 9/22/2020
 - iii. Alex DeBellis with Customer Service, 9/23/2020
- 1.8 Dyson Limited, Vacuum Stick v6 SV03,

- i. Emails:
 1. <https://drive.google.com/file/d/1dsUqE6moBOVvsB6zKQI2V6kwPZD4DypY/view?usp=sharing>
 2. https://drive.google.com/file/d/1HUIvD9c9hxRRznX2PvKgjODMR_ODW_F/view?usp=sharing
 - ii. Phone call:
 1. Anne Marie Green with Customer Service, 9/23/2020
- 1.9 Fellowes Inc., Microshred 12Ms,
 - i. Alex DeBellis with Customer Service, 9/21/2020
 - ii. Anne Marie Green with Customer Service, 9/22/2020
 - iii. Alex DeBellis with Customer Service, 9/23/2020
- 1.10 Groupe SEB / Krups
 - i. Email:
 1. <https://drive.google.com/file/d/1WZ8Q2mPyzy1B6jmCVOABcZGzOp9345xS/view?usp=sharing>
 2. https://drive.google.com/file/d/1gGvLta0IRZ8LV4OvmYvSyA3_LE3PdzHk/view?usp=sharing
 3. https://drive.google.com/file/d/1VwZtuNZsgg6afWh_4DPskO1Mn_rS-pdt/view?usp=sharing
- 1.11 Haier Group / Haier America
 - i. Alex DeBellis with Customer Service, 9/21/2020
 - ii. Anne Marie Green with Customer Service, 9/22/2020
 - iii. Alex DeBellis with Customer Service, 9/23/2020
- 1.12 Helen of Troy / Honeywell
 - i. Email: <https://drive.google.com/file/d/1fH5Z4IBjiZpQVSe3Ab4jBNNCJwqqGw-e/view?usp=sharing>
 - ii. Phone calls:
 1. Alex DeBellis with Customer Service, 9/22/2020
 2. Anne Marie Green with Customer Service, 9/23/2020
- 1.13 Hisense International Co. Ltd.
 - i. Email: <https://drive.google.com/file/d/1OlbVNZGcQI6k6VE0Zqsge8lOFZfSx-Ec/view?usp=sharing>
 - ii. Phone calls:
 1. Alex DeBellis with Customer Service, 9/21/2020
 2. Anne Marie Green with Customer Service, 9/22/2020
- 1.14 Keurig Green Mountain, Inc.
 - i. Live chats:
 1. https://drive.google.com/file/d/1MbtZAmyYdnC1pM_ZhldfIIAGr4Aqg_Cf/view?usp=sharing;
<https://drive.google.com/file/d/1DUMFucYR4qX7noj90wtX7yjnSONkSvzd/view?usp=sharing>
 2. https://drive.google.com/file/d/1XOeOxxtBR4Vg7gI0YZ_lq8GiVAP52J5i/view?usp=sharing;
<https://drive.google.com/file/d/1nG7Awb6qYlXuSZqqhVQu96osxTMAPkq3/view?usp=sharing>
 - ii. Phone call:
 1. Alex DeBellis with Customer Service, 9/22/2020
- 1.15 Lasko Products, Inc.
 - i. Live Chats:

1. <https://drive.google.com/file/d/1b2RcbOyKogTE4UFLVD6wwLTLfnwU/ZJrh/view?usp=sharing>;
 2. <https://drive.google.com/file/d/1xF4B9IAyyncM54jI1jztacq12ONJCzfn/vi ew?usp=sharing>
 3. https://drive.google.com/file/d/1E3BYAf_UEleX83T2S09wqPg dgjTl aMW h/view?usp=sharing
- 1.16 LG Electronics
- i. Live Chat:
<https://drive.google.com/file/d/10fsHmgWW6NvljdPiPoOe1l8uT0JY7tk4/view?usp=sharing>
 - ii. Phone calls:
 1. Anne Marie Green with Customer Service, 9/22/2020
 2. Alex DeBellis with Customer Service 9/23/2020
- 1.17 Liebherr
- i. Anne Marie Green with Customer Service, 9/21/2020
 - ii. Alex DeBellis with Customer Service, 9/22/2020
 - iii. Alex DeBellis with Customer Service 10/8/2020
- 1.18 Midea Group
- i. Anne Marie Green with Customer Service, 9/21/2020
 - ii. Alex DeBellis with Customer Service, 9/22/2020
 - iii. Anne Marie Green with Customer Service 9/23/2020
- 1.19 Miele, Inc.
- i. Anne Marie Green with Customer Service, 9/21/2020
 - ii. Alex DeBellis with Customer Service, 9/22/2020
 - iii. Anne Marie Green with Customer Service 9/23/2020
- 1.20 National Presto Industries, Inc.
- i. Anne Marie Green with Customer Service, 9/21/2020
 - ii. Alex DeBellis with Customer Service, 9/22/2020
 - iii. Anne Marie Green with Customer Service 9/23/2020
- 1.21 Oransi
- i. Anne Marie Green with Customer Service, 9/21/2020
 - ii. Alex DeBellis with Customer Service, 9/22/2020
 - iii. Anne Marie Green with Customer Service 9/23/2020
- 1.22 Panasonic Corporation of North America,
- i. Live chats:
 1. <https://drive.google.com/file/d/1AIOBTmgeY5BJJa9LVm2ts3ZvGe-dbpT/view?usp=sharing>
 2. https://drive.google.com/file/d/1IcDRjevTOGJDaIMI426FOQJhT_4Z34Os /view?usp=sharing
 3. <https://drive.google.com/file/d/19fVPwfk hCKAvkI4iXtMkvHYPwgonOE W-/view?usp=sharing>
- 1.23 Philips Electronics
- i. Live chat:
https://drive.google.com/file/d/1HSRjqwEIK9ZLO68M8vmt_dbd5J6IuXP3/view?usp=sharing
 - ii. Phone calls:
 1. Anne Marie Green with Customer Service, 9/21/2020
 2. Alex DeBellis with Customer Service, 9/22/2020

- 1.24 Samsung Electronics America, Inc.
- i. Live chats:
 1. https://drive.google.com/file/d/1aERfe7J-bN_GEIXyRswOplsZ_nArX-2t/view?usp=sharing
 2. https://drive.google.com/file/d/1gbjfk_p5b9vbAYCOpYUGXReMyHIW5Jkc/view?usp=sharing; https://drive.google.com/file/d/1vrozRxxw7V-2u-xOx_W2b0olw7w9xlHwj/view?usp=sharing
 3. https://drive.google.com/file/d/17AUIhZGcxnTqgK6_r7J1ZRyz9xpHRgbP/view?usp=sharing;
https://drive.google.com/file/d/1z25xNUps_uvuvDwd-fumb2GBW5_4XN0x/view?usp=sharing
- 1.25 Scott Fetzer Company / Kirby Company
- i. Anne Marie Green with Customer Service, 9/21/2020
 - ii. Alex DeBellis with Customer Service, 9/22/2020
 - iii. Anne Marie Green with Customer Service 9/23/2020
- 1.26 SharkNinja Operating, LLC
- i. Anne Marie Green with Customer Service, 9/21/2020
 - ii. Alex DeBellis with Customer Service, 9/22/2020
 - iii. Anne Marie Green with Customer Service 9/23/2020
- 1.27 Sharp Electronics Corporation
- i. Email:
 1. https://drive.google.com/file/d/1A-MF_3zQvK4NdhRC9ZktkBDUw24T2QUU/view?usp=sharing
 - ii. Phone calls:
 1. Anne Marie Green with Customer Service, 9/21/2020
 2. Anne Marie Green with Customer Service, 9/23/2020
- 1.28 Smeg USA
- i. Emails
 1. <https://drive.google.com/file/d/1MCKVaBALsHOGT9DNYM5QDy6Wn4kpQaFP/view?usp=sharing>
 2. <https://drive.google.com/file/d/1QJYSAfoVGMtZhh3LdnOj0RC-FeW1W9JD/view?usp=sharing>
 - ii. Phone call:
 1. Anne Marie Green with Customer Service, 9/23/2020
- 1.29 Spectrum Brands, Inc. / Black & Decker
- i. Live chats:
 1. https://drive.google.com/file/d/1Kx42fp_4D1DvKdw12qbb0ipHFGZdjl_i/view?usp=sharing
 2. https://drive.google.com/file/d/1ZgSOTN-DaYUNjiV_ep65gCnJNDyR5Y2Y/view?usp=sharing
 3. <https://drive.google.com/file/d/1c6eKdG-1bXdS7oCftvVPJgeLrDcWW62j/view?usp=sharing>
- 1.30 Stanley Black & Decker / Stanley, Stanley Laser Measures
- i. Anne Marie Green with Customer Service, 9/21/2020
 - ii. Alex DeBellis with Customer Service, 9/22/2020
 - iii. Anne Marie Green with Customer Service 9/23/2020
- 1.31 The Middleby Corporation / Viking Range
- i. Live chat: https://drive.google.com/file/d/1Kj-O4IOvRDi-RJb8_RtaRSzFrXh51brN/view?usp=sharing
 - ii. Phone calls:

1. Anne Marie Green with Customer Service, 9/21/2020
 2. Anne Marie Green with Customer Service 9/23/2020
- 1.32 Vornado Air LLC
- i. Live chats
 1. <https://drive.google.com/file/d/17mMfj-sDhWpD-KJZADbkMI-awXhCJrRb/view?usp=sharing>
 2. <https://drive.google.com/file/d/1qBKz18eDOTFtNPSCR0Gd7KMC-bvD-VIH/view?usp=sharing>;
<https://drive.google.com/file/d/12JFIqTHzF9I2o0dp7jEQSsnZ5ss-NeLm/view?usp=sharing>
 - ii. Phone call:
 1. Anne Marie Green with Customer Service, 9/21/2020
- 1.33 Wahl Clipper Corporation, could not make any contact
- 1.34 Whirlpool Corporation
- i. Live chats:
 1. https://drive.google.com/file/d/1MDKzUCsBY3kQiQLmz9wIUbuUuWT_D_Mje/view?usp=sharing;
<https://drive.google.com/file/d/1lEuUZW6C92rIspFz0RGN1urXsPv5vvZ/view?usp=sharing>
 2. <https://drive.google.com/file/d/1uyna3hPfUhyNF9rfwJytTIfiOrWBHZXg/view?usp=sharing>;
<https://drive.google.com/file/d/1TAVysOs7dqHJcWNpii5Bz3biYRrImy1U/view?usp=sharing>

Table 1. Company Overview, Warranty Availability

Company Name / Brand Examined	Headquarters (U.S. Headquarters if International)	Products:	Warranty Accessed	Is a warranty posted?
AB Electrolux	Stokholm, Sweden (Augusta, GA)	Dishwashers, Vacuum Cleaners, Other home appliances	General Warranty	Yes
Airgle Corporation	Ronkonkoma, NY	Air Purifiers	General Warranty	No
Altacor, Inc. / Amway	Ada, MI	Bath, Beauty, and Home products	Atmosphere Sky™ Air Treatment System	Yes
BISSELL Inc.	Walker, MI	Vacuums	5 Year Limited Warranty	Yes
Blueair Inc.	Stockholm, Sweden (Chicago, IL)	Air Purifiers	General Warranty	Yes
Breville USA Inc.	Sydney, Australia (Torrance, CA)	Kitchen Appliances	General Warranty	Yes
BSH Home Appliances Corporation / Bosch	Munich, Germany (Irvine, CA)	Large Appliances	Refrigerator B10CB80NVS	Yes
Cleva North America Inc. / Lawnmaster	Greenville, SC	Lawnmowers	General Warranty	Yes
Danby Products	Guelph, Ontario, Canada (Findlay, OH)	Home Appliances	Microwave, model DMW14SA1WDB	Yes
DeLonghi America, Inc.	Treviso, Italy (Upper Saddle River, NJ)	Kitchen, Home Appliances	Portable air conditioners	Yes
Dyson Limited	Malmesbury, UK (Chicago, IL)	Vacuums	Dyson V6™ cordless stick vacuum	Yes
Emerson Electric Company	St. Louis, MO	Heating Cooling Systems	Sensi DIY Thermostats	Yes
Essick Air Products	Little Rock, AR	Coolers and Humidifiers	Evaporative Humidifier	Yes
Fellowes Inc.	Itasca, IL	Shredders	Microshred 12Ms Micro-Cut Shredder	Yes
Groupe SEB / Krups	Ecully, France (Parsippany, NJ)	Kitchen Appliances	General Warranty	Yes
Haier Group / Haier America	Qingdao, China (Wayne, NJ)	Refrigerators, Large Appliances	Microwave QVM7167RNSS	Yes
Helen of Troy / Honeywell	Hamilton, Bermuda (El Paso, TX)	Fans, Heaters, Humidifiers	Heaters, HZ-970 Series	Yes
H-P Products, Inc. / VacuFlo	Louisville, OH	Vacuums	General Warranty	Yes
Hisense International Co. Ltd.	Qingdao, China (Suwanee, GA)	TVs	General Warranty for TVs	Yes
Keurig Green Mountain, Inc.	Plano, TX	Coffee Makers	General Warranty (for brewing machines)	Yes
Koblenz Electrica, S.A. DE C.V.	Cuautitlán Izcalli, Mexico (San Antonio, TX)	Vacuums	Commercial Upright Vacuum Cleaner	Yes
Lasko Products, Inc.	West Chester, PA	Air Purifiers, Fans	General Warranty	Yes
LG Electronics	Seoul, South Korea (Huntsville, AL)	TVs, Monitors	Plasma TV Warranty	Yes

Company Name / Brand Examined	Headquarters (U.S. Headquarters if International)	Products:	Warranty Accessed	Is a warranty posted?
Liebherr Export AG	Bulle, Switzerland	Refrigerators	General Warranty	Yes
Lindsay Manufacturing, Inc. / Vacumaid	Omaha, Nebraska	Vacuums	General Warranty	Yes
Midea Group	Beijiao, China (Parsippany, NJ)	Refrigerators, Coolers	Washer MLH52S7AGS	Yes
Miele, Inc.	Gutersloh, Germany (Princeton, NJ)	Refrigerators	General Warranty, Domestic Appliances	Yes
National Presto Industries, Inc.	Eau Claire, WI	Kitchen Appliances	12-Cup Stainless Steel Coffee Maker	Yes
Newell Brands Inc. / Mr. Coffee	Hoboken, NJ	Kitchen Appliances	General Warranty	Yes
Oransi	Austin, TX	Air Purifiers	Erik 650A Air Purifier	Yes
Panasonic Corporation of North America	Kadoma, Japan (Secaucus, NJ)	Various Products	Toaster Oven NB-G110P	Yes
Philips Electronics	Amsterdam, Netherlands (Andover, MA)	TVs, AV Tools	General Warranty	Yes
Samsung Electronics America, Inc.	Seoul, South Korea (Ridgefield Park, NJ)	Phones, TVs, Cameras, Home Appliances	General warranty for mobile devices	Yes
Scott Fetzer Company / Kirby	Westlake, OH	Vacuums	Kirby general warranty	Yes
SharkNinja Operating, LLC	Needham, MA	Vacuums, Blenders and Kitchen Appliances	General Warranty	Yes
Sharp Electronics Corporation	Montvale, NJ	Kitchen Appliances	Microwave - Model SMC2242DS	Yes
Smeg USA	Guastalla, Italy (New York, NY)	Refrigerators, Large Appliances	General Warranty	Yes
Spectrum Brands, Inc. / Black & Decker	Middleton, WI	Kitchen Appliances	Black & Decker general warranty	Yes
Stanley Black & Decker / Stanley	New Britain, CT	Hand Tools	Stud Sensor	Yes
The Middleby Corporation / Viking Range	Elgin, IL	Ovens / Ranges	Tuscany Freestanding Dual Fuel Ranges	Yes
Vornado Air LLC	Andover, KS	Fans	General Warranty	Yes
Wahl Clipper Corporation	Sterling, IL	Clippers, Personal Care	General Warranty	Yes
Waterpik, Inc.	Fort Collins, CO	Dental Care	Models CC-01 / CC-02	Yes
Whirlpool Corporation	Benton Harbor, MI	Large Appliances	General Warranty	Yes
Winix Inc.	Siheung, South Korea (Vernon Hills, IL)	Dehumidifiers	General Warranty	Yes

Table 2. Assessing whether independent repair voids warranties

Company Name / Brand Examined	Warranty judged to be conditioned against independent repair?	Does the warranty language suggest a tie-in?	Does customer service disclaim the warranty for repaired products?
AB Electrolux	Yes	Suggests but unclear: "Does Not Cover ... Defects or damages caused by unauthorized service."	Disclaimed by 3 out of 3 contacts to customer service
Airgle Corporation	Yes	Suggests but unclear: "This warranty does not cover ... Defects resulting from damage caused by repairs, service, or alterations to the product performed by a service facility not authorized by Airgle."	Disclaimed by 3 out of 3 contacts to customer service
Alticor, Inc. / Amway	Yes	Strongly suggests: Does not cover "Any Unit that has been improperly repaired, improperly modified, improperly altered or improperly maintained by anyone other than an authorized service warranty representative of Amway"	Disclaimed by 3 out of 3 contacts to customer service
BISSELL Inc.	Yes (2/3)	Suggests but unclear: "Damage or malfunction caused by negligence, abuse, neglect, unauthorized repair or any other use not in accordance with the User's Guide is not covered."	Disclaimed by 2 out of 3 contacts to customer service
Blueair Inc.	Yes	Clear yes: Warranty only in effect if air filter "Shows no evidence of tampering, mishandling, neglect, accidental damage, modification, and/or repair done by anyone other than authorized Blueair service personnel."	N/A
Breville USA Inc.	Yes	Strongly suggests: "Warranty shall be rendered null and void [for]... Products which have been damaged as a result of having been altered, modified and repaired in any way not expressly authorized in the instruction manual provided by Breville with the Product or by any party not authorized by Breville as an authorized Warranty repair specialist."	Disclaimed by 3 out of 3 contacts to customer service
BSH Home Appliances Corporation / Bosch	Yes	Clear yes: "If you choose to have someone other than an authorized service provider work on your Product, THIS WARRANTY WILL AUTOMATICALLY BECOME NULL AND VOID."	N/A
Cleva North America Inc. / Lawnmaster	Yes (1/3)	Suggests but unclear: "Any part that has become inoperative due to ... improper ... repairs"	Disclaimed by 1 out of 3 contacts to customer service
Danby Products	Yes	Clear yes: "If service is performed on the unit by anyone other than an authorized service depot, or the unit is used for commercial application, all obligations of Danby under this warranty shall be void."	N/A
DeLonghi America, Inc.	Yes	Clear yes: "This warranty shall not apply to any product that has been repaired or altered outside our factory"	N/A
Dyson Limited	Yes (2/3)	Strongly suggests: "What is not covered: Repairs or alterations carried out by unauthorized parties or agents"	Disclaimed by 2 out of 3 contacts to customer service
Emerson Electric Company	Yes	Clear yes: "This limited warranty is void if you attempt to repair the Product."	N/A
Essick Air Products	Yes	Clear yes: "This warranty will be null & void if purchaser attempts to repair or replace any parts which are mechanical or electrical."	N/A
Fellowes Inc.	Yes	Strongly suggests: "This warranty does not apply in cases of ... unauthorized repair."	Disclaimed by 3 out of 3 contacts to customer service
Groupe SEB / Krups	Yes (2/3)	Suggests but unclear: "This warranty will not cover any damage which occurs as a result of ... unauthorised repair of the product."	Disclaimed by 2 out of 3 contacts to customer service

Company Name / Brand Examined	Warranty judged to be conditioned against independent repair?	Does the warranty language suggest a tie-in?	Does customer service disclaim the warranty for repaired products?
Haier Group / Haier America	Yes (1/3)	Strongly suggests: "This appliance should be serviced only by qualified service personnel. Contact nearest authorized service facility for examination, repair, or adjustment."	Disclaimed by 1 out of 3 contacts to customer service
Helen of Troy / Honeywell	Yes	Suggests but unclear: "This warranty does not cover damage resulting from any unauthorized attempts to repair..."	Disclaimed by 3 out of 3 contacts to customer service
H-P Products, Inc. / VacuFlo	Yes	Clear yes: "Warranty does not extend to (g) Any VACUFLO system or attachment upon which an unauthorized repair or service has been performed"	N/A
Hisense International Co. Ltd.	Yes	Suggests but unclear: "warranty shall not apply to ... Any defects caused or repairs required as a result of any Product that has been tampered with, modified, adjusted or repaired by any person other than Hisense, a Hisense authorized service provider or a Hisense authorized service center or dealer."	Disclaimed by 3 out of 3 contacts to customer service
Keurig Green Mountain, Inc.	Yes (2/3)	Suggests but unclear: "Nor does this warranty cover damages caused by use of non-Keurig® pods or accessories, services performed by anyone other than Keurig® or its authorized service providers"	Disclaimed by 2 out of 3 contacts to customer service
Koblenz Electrica, S.A. DE C.V.	Yes	Clear yes: "This warranty shall not apply to ... product which has been altered or repaired by an unauthorized person or service centers"	N/A
Lasko Products, Inc.	Yes	Suggests but unclear: "This warranty does not apply if the product was damaged or failed because of ... unauthorized repairs made or attempted"	Disclaimed by 3 out of 3 contacts to customer service
LG Electronics	Yes	Suggests but unclear: "... DOES NOT APPLY TO ... repair or replacement of warranted parts by other than LGE authorized service centers."	Disclaimed by 3 out of 3 contacts to customer service
Liebherr Export AG	Yes	Suggests but unclear: "The Liebherr Warranty does not cover any parts or labor to correct any defects or damage caused by, or resulting from: (i) repairs, service, conversion or alterations to the Liebherr Product or any of its parts or accessories performed by unauthorized servicers or dealers"	Disclaimed by 3 out of 3 contacts to customer service
Lindsay Manufacturing, Inc. / VacuMaid	Yes	Clear yes: "Warranty will be void if service is provided by anyone other than an authorized VACUMAID® dealer using VACUMAID® replacement parts."	N/A
Midea Group	Yes (2/3)	Suggests but unclear: Warranty does not cover "Repairs to parts or systems to correct product damage or defects caused by unauthorized service, alteration or modification of the appliance."	Disclaimed by 2 out of 3 contacts to customer service
Miele, Inc.	Yes (1/3)	Suggests but unclear: "... does not cover: Damage or defects caused by, or resulting from, repairs, service, conversion or alterations to the Miele Product or any of its parts and accessories which have been performed by service centers or repairmen not authorized by Miele"	Disclaimed by 1 out of 3 contacts to customer service
National Presto Industries, Inc.	Yes	Strongly Suggests: "Failure to follow instructions, damage caused by improper replacement parts, abuse, misuse, disassembly, alterations, or neglect will void this pledge."	Disclaimed by 3 out of 3 contacts to customer service

Company Name / Brand Examined	Warranty judged to be conditioned against independent repair?	Does the warranty language suggest a tie-in?	Does customer service disclaim the warranty for repaired products?
Newell Brands Inc. / Mr. Coffee	Yes	Clear yes: "Do NOT attempt to repair or adjust any electrical or mechanical functions on this product. Doing so will void this warranty."	N/A
Oransi	Yes	Strongly suggests: Warranty coverage requires that "The unit shows no evidence of tampering, mishandling, neglect, accidental damage, modification, and/or repair by anyone other than authorized Oransi service personnel."	Disclaimed by 3 out of 3 contacts to customer service
Panasonic Corporation of North America	Yes	Suggests but unclear: "The warranty ALSO DOES NOT COVER ... service by anyone other than a factory service center or other authorized servicer"	Disclaimed by 3 out of 3 contacts to customer service
Philips Electronics	Yes	Suggests but unclear: "The warranty excludes, or does not apply: Damage caused by service performed by anyone other than Company Approved Service Location."	Disclaimed by 3 out of 3 contacts to customer service
Samsung Electronics America, Inc.	Yes (2/3)	Strongly suggests: "Any changes or modifications to your mobile device not expressly approved by Samsung could void your warranty for this equipment and void your authority to operate this equipment."	Disclaimed by 2 out of 3 contacts to customer service
Scott Fetzer Company / Kirby	Yes (2/3)	Strongly suggests: "In addition, this Limited Warranty does not apply to: (1) any defect or damage that has been caused by an unauthorized agent; (2) any parts other than genuine Kirby® parts; or (3) any Kirby® product which has been repaired, altered, or structurally modified so as, in the judgment of the Company, to affect its stability or reliability."	Disclaimed by 2 out of 3 contacts to customer service
SharkNinja Operating, LLC	Yes	Strongly suggests: Warranty does not cover "Defects caused by repair persons not authorized by SharkNinja. These defects include damages caused in the process of shipping, altering, or repairing the SharkNinja product (or any of its parts) when the repair is performed by a repair person not authorized by SharkNinja."	Disclaimed by 3 out of 3 contacts to customer service
Sharp Electronics Corporation	Yes (2/3)	Suggests but unclear: "In no event shall Sharp be liable, or in any way responsible, for any damages or defects in the Product which were caused by repairs or attempted repairs performed by anyone other than an authorized servicer."	Disclaimed by 2 out of 3 contacts to customer service
Smeg USA	Yes	Suggests but unclear: Warranty does not cover "Any repair, modification, alteration, or adjustment provided by any person not authorized by SMEG."	Disclaimed by 3 out of 3 contacts to customer service
Spectrum Brands, Inc. / Black & Decker	Yes	Strongly suggests: "This limited warranty does not cover failures due to abuse, accidental damage or when repairs have been made or attempted by anyone other than BLACK+DECKER and its Authorized Service Centers."	Disclaimed by 3 out of 3 contacts to customer service
Stanley Black & Decker / Stanley	Yes	Strongly suggests: "This LIMITED WARRANTY does not cover products that are improperly used, abused, altered or repaired."	Disclaimed by 3 out of 3 contacts to customer service
The Middleby Corporation / Viking Range	Yes (2/3)	Suggests but unclear: "Warranty shall not apply to damage resulting from abuse, accident, natural disaster, loss of electrical power to the product for any reason, alteration, improper installation, improper operation, or repair service of the product by anyone other than a Viking Range LLC authorized service agency or representative"	Disclaimed by 2 out of 3 contacts to customer service
Vornado Air LLC	Yes	Suggests but unclear: "This warranty does not apply to defects resulting from ... repair or service of the Product by anyone other than Vornado."	Disclaimed by 3 out of 3 contacts to customer service

Company Name / Brand Examined	Warranty judged to be conditioned against independent repair?	Does the warranty language suggest a tie-in?	Does customer service disclaim the warranty for repaired products?
Wahl Clipper Corporation	Undetermined	Strongly suggests: "This warranty does not cover products damaged by ... Modification or repair by anyone other than Wahl Clipper Corporation or a Wahl authorized service center"	N/A
Waterpik, Inc.	Yes	Clear yes: "If product is opened/disassembled for ANY reason warranty is VOID."	N/A
Whirlpool Corporation	Yes	Suggests but unclear: "What is NOT covered: Repairs to parts or systems to correct product damage or defects caused by unauthorized service, alteration or modification of the appliance."	Disclaimed by 3 out of 3 contacts to customer service
Winix Inc.	Undetermined	Strongly suggests: "Warranty will be voided if ... Non-Winix Brand filters are used in the unit." or "one has tried to manipulate or make unauthorized technical changes to the unit."	N/A

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³⁶ Essick Air Products, Humidifier line, Reference Appendix 1.14.

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³⁹ See Appendix 2.1.34.2

⁴⁰ Personal communication with SharkNinja Customer Service, 9/21/2020

⁴¹ Personal communication with Haier Customer Service, 9/21/2020

⁴² Personal communication, 9/22/2020

⁴³ Personal communication, 9/23/2020

⁴⁴ Author's Note: It's unclear what "licensing" Haier is referring to, and these requirements are not listed as valid exemptions on tying conditions by the FTC guidelines.

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⁴⁸ See Appendix 1.26