

No. 1-07-0088

person told her, “the car was under one-hundred-percent warranty, full warranty, four or five salesmen were there, surrounding me, and only WARRANTY box was checked on the Buyer’s Guide on the car window.” She further testified that she thought “what Defendant offered was similar or better than CarMax, at least free parts, free labor for any repair within one month.” However, once she had problems with the car, she found out that it was only under a 50% warranty.

Defendant, on plaintiff’s request, faxed her the front page of a Buyer’s Guide which, she testified, was different than the one she saw at the dealership. According to plaintiff’s proposed bystander’s report, Mr. D’Andrea, defendant Buick’s president, testified at trial that the only warranty offered was a 50% warranty on used vehicles.

Two copies of a “Buyers Guide” were admitted into evidence at trial. Both had two large boxes that could be checked, one stating “AS IS–NO WARRANTY,” and the other “WARRANTY.” Following that, there is a box to check if the warranty is “full” and another to check if it is a “limited warranty.” The following statement applies to the limited warranty:

“The dealer will pay ___ % of the labor and ___ % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer’s repair obligations. Under state law, “implied warranties” may give you even more rights.”

Accordingly, this document, on its face, invites the buyer to inquire further into the warranty, even where the “warranty” box is checked. Plaintiff has failed to present any argument on appeal