

*guaranteed which relates to the nature of the material or workmanship and affirms or promises that such material or workmanship is defect-free or will meet a specified level of performance over a specified period of time, or*

*(2) Any undertaking in writing made at the time of sale to refund, repair, replace, or take other remedial action with respect to such consumer products in the event that such products prove defective in material or workmanship or fail to meet a specified level of performance over a specified period of time, which written affirmation, promise, or undertaking becomes part of the basis of the bargain between the guarantor and the person guaranteed. Written statements or expressions of general policy concerning customer satisfaction, which are not subject to specified limitations, shall not be deemed to be guarantees within the meaning of this Act. The term "guaranty" includes warranty and to guaranty is to warrant.*

*(f) "Without charge" means that the guarantor cannot assess the person guaranteed for any costs the guarantor or his representative incurs in connection with the required repair or replacement of the consumer product. The term does not mean that the guarantor must compensate the person guaranteed for incidental expenses unless such expenses were incurred because the repair or replacement was not made within a reasonable time.*

*(g) "Reasonable and necessary maintenance" means those operations which the person guaranteed reasonably can be expected to perform or have performed which are necessary to keep the consumer product performing its intended function.*

*(h) "Replace" means replacement with a new, identical or equivalent consumer product or component thereof, or the refunding of the price of such product or component less reasonable depreciation if neither replacement nor repair is commercially practicable or the person guaranteed is willing to accept such refund in lieu of replacement or repair.*

**(I) "WRONGFUL BREACH OF A GUARANTY" SHALL MEAN THE FAILURE OF A GUARANTOR TO PERFORM UNDER SECTION 169(A).**

#### **169. Duties of Guarantors**

*(a) In the sale of consumer products in this State pursuant to which the guarantor gives a guaranty disclosing CONTAINING THE DISCLOSURES OF the guarantor's obligation required by Section 171 of this Act, the following duties shall be imposed upon the guarantor for the stated period of the guaranty or, if no period is stated, for a reasonable period of time:*

- (1) To fulfill the guaranty according to its terms;*
- (2) Within a reasonable period of time.*

*However, if the guaranty does not disclose the guarantor's obligations to the person guaranteed as required by Section 171 of this Act, the following duties shall be imposed upon the guarantor for the stated period of the guarantee or, if no period is stated, for a reasonable period of time:*