In most cases the consumer must provide prompt notice to the seller of any breach of warranty, as a condition of recovering damages because of that breach.\footnote{460} The notice need not be formal. The buyer need only communicate to the seller that the transaction is troublesome.

When notice of breach is required, and the consumer failed to give notice in a prompt manner, then the consumer should consider alternative legal theories to a UCC damage claim. One is a claim under the Magnuson-Moss Warranty Act, which does not have a notice requirement. The Act requires the consumer to participate in the seller’s informal dispute resolution mechanism, or, if the seller does not have one, give the seller an opportunity to cure.\footnote{461} However, it does not require the consumer to take these steps promptly and so may provide relief when a UCC claim cannot.\footnote{462} UDAP, negligence, and strict liability claims may also be available; these do not require prompt notice of breach.

**Footnotes**

460 [427] See § 7.2 [1], infra.

461 [428] See § 2.7.4 [2], infra.

462 [429] See § 7.2.2 [3], infra.

**Source:** National Consumer Law Center, Consumer Warranty Law [5th ed.], updated at www.nclc.org/library

**Source URL:** https://library.nclc.org/cwl/01090204

**Links**

[1] https://library.nclc.org/nclc/link/CWL.07.02
[3] https://library.nclc.org/nclc/link/CWL.07.02.02