If the buyer has accepted the goods, the buyer has the burden of proving a warranty breach. If the buyer rightfully rejects the goods before legally accepting the goods, then the seller has the burden of proving that the goods conformed to all warranties.\footnote{463}

One of the more difficult aspects of a warranty case is to show that the defect existed at the time the goods were delivered. That is, the seller will argue that the defect was caused by normal wear and tear or by buyer misuse of the goods.\footnote{464} On the other hand, if the warranty can be characterized not as promising the goods’ condition at delivery, but as a promise of the goods’ future performance, then the consumer may not have to prove the defect existed at delivery. Chapter 7 \[1\], infra, examines tactics to deal with the issue of proving that a defect existed at delivery and also to deal with other burdens placed on the buyer to prove breach of warranty.

**Footnotes**

463 [430] See § 8.2.6 \[2\], infra.

464 [431] See § 7.7 \[3\], infra.

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

**Source URL:** https://library.nclc.org/cwl/010903

**Links**

[1] https://library.nclc.org/nclc/link/CWL.07
[2] https://library.nclc.org/nclc/link/CWL.08.02.06