

**RCW 64.34.450 Implied warranties of quality—Exclusion—
Modification—Disclaimer—Express written warranty. (Effective until
January 1, 2028.)** (1) For units intended for nonresidential use,
implied warranties of quality:

(a) May be excluded or modified by written agreement of the
parties; and

(b) Are excluded by written expression of disclaimer, such as "as
is," "with all faults," or other language which in common
understanding calls the buyer's attention to the exclusion of
warranties.

(2) For units intended for residential use, no disclaimer of
implied warranties of quality is effective, except that a declarant or
dealer may disclaim liability in writing, in type that is boldfaced,
capitalized, underlined, or otherwise set out from surrounding
material so as to be conspicuous, and separately signed by the
purchaser, for a specified defect or specified failure to comply with
applicable law, if: (a) The declarant or dealer knows or has reason to
know that the specific defect or failure exists at the time of
disclosure; (b) the disclaimer specifically describes the defect or
failure; and (c) the disclaimer includes a statement as to the effect
of the defect or failure.

(3) A declarant or dealer may offer an express written warranty
of quality only if the express written warranty does not reduce
protections provided to the purchaser by the implied warranty set
forth in RCW 64.34.445. [2004 c 201 s 6; 1989 c 43 s 4-113.]

Application—2004 c 201 ss 5 and 6: See note following RCW
64.34.445.