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## 29 C.F.R. § 789.2

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**“ \* \* \* in reliance on written assurance from the producer \* \* \* .”**

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In order for a purchaser to be protected under these provisions of the Act, he must acquire the goods “in reliance on written assurance \* \* \* .” The written assurance specified in section 15(a)(1) is one from the “producer” and in section 12(a) it is one from the “producer, manufacturer or dealer.”

Since the acquisition of the goods by the purchaser must be “in reliance” upon such written assurance it is obvious that the Act contemplates a written assurance given to the purchaser as a part of the transaction by which the goods are acquired and on which he can rely at the time of their acquisition. Thus, where the purchaser does not receive a written assurance at the time he acquires particular goods, he cannot be said to have acquired the goods “in reliance on” the specified written assurance merely because the producer later furnishes an assurance that all goods which the purchaser has previously acquired from him were produced in compliance with the Fair Labor Standards Act.

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